SOLICITATION, OFFER, AND AWARD *(Construction, Alteration, or Repair)*	1. SOLICITATION NO. N33191-15-R-1229	2. TYPE OF SOLICITATION ☐ SEALED BID (IFB) ☒ NEGOTIATED *(RFP)*	3. DATE ISSUED 07-Aug-2015	PAGE OF PAGES 1 OF 31

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

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. N3319115R1229	6. PROJECT NO.

7. ISSUED BY CODE N33191	8. ADDRESS OFFER TO *(If Other Than Item 7)* CODE
NAVFAC EUROPE AFRICA SOUTHWEST ASIA PSC 817 BOX 51 FPO AE 09622-0051 TEL: 39 081 568 7750 FAX: 39 081 568 7750	**See Item 7** TEL: FAX:

9. FOR INFORMATION CALL:	A. NAME KELLY MCCABE	B. TELEPHONE NO. *(Include area code)* *(NO COLLECT CALLS)* 6267744

SOLICITATION

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

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

REQUEST FOR PROPOSAL N33191-15-R-1229 BURGAS RENOVATION OF DAY CARE CENTER FOR CHILDREN AND ADOLESCENTS WITH DISABILITIES, BULGARIA

The purpose of this contract is for the design and construction necessary for the Renovation of the Day Care Center for Children And Adolescents with Disabilities, Bulgaria. Provide complete and usable facilities in accordance with the attached Performance Technical Specification.

Proposals shall be submitted electronically via email to Ms. Kelly McCabe, Kelly.mccabe@eu.navy.mil on or before the time and date specified in Block 13 of this document.

Time = Central European Summer Time (CEST)

Pre-proposal questions will be accepted up to ten (10) days prior to the due date of proposals. Responses will be published via amendment to the solicitation.

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

In accordance with FAR 36.204, the magnitude of this project is expected to be between $250,000 and $500,000

11. The Contractor shall begin performance within 10 calendar days and complete it within 550 calendar days after receiving ☒ award, ☐ notice to proceed. This performance period is ☐ mandatory, ☐ negotiable. *(See _____ .)*

12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? *(If "YES," indicate within how many calendar days after award in Item 12B.)* ☐ YES ☒ NO	12B. CALENDAR DAYS

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 10:00 AM *(hour)* local time 10 Sep 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 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

SOLICITATION, OFFER, AND AWARD (Continued)

(Construction, Alteration, or Repair)

OFFER ***(Must be fully completed by offeror)***

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*		15. TELEPHONE NO. *(Include area code)*
		16. REMITTANCE ADDRESS *(Include only if different than Item 14)* **See Item 14**
CODE	FACILITY CODE	

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

AMOUNTS	SEE SCHEDULE OF PRICES

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

19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NO.										
DATE										

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

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

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)*	**ITEM**	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO ☐ 10 U.S.C. 2304(c) ☐ 41 U.S.C. 253(c)
26. ADMINISTERED BY CODE		27. PAYMENT WILL BE MADE BY: CODE

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

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

☐ 29. AWARD *(Contractor is not required to sign this document.)* Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*		31A. NAME OF CONTRACTING OFFICER *(Type or print)* TEL: EMAIL:
30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA BY
		31C. AWARD DATE

Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001					
	Base Bid FFP The Contractor shall provide all labor, supervision, materials, equipment and applicable safety precautions necessary to complete the design and construction Renovation of the Day Care Center for Children And Adolescents with Disabilities, Bulgaria in accordance with the Performance Technical Specifications – Attachment 1 to this solicitation. FOB: Destination PURCHASE REQUEST NUMBER: N3319115R1229				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002					
	OPTION 1 FFP The Contractor shall provide all labor, supervision, materials, equipment and applicable safety precautions necessary to complete renovation of Mid-North Section in accordance with the Performance Technical Specifications – Attachment 1 to this solicitation. FOB: Destination				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	OPTION 2 FFP The Contractor shall provide all labor, supervision, materials, equipment and applicable safety precautions necessary to complete renovation of North End Section in accordance with the Performance Technical Specifications – Attachment 1 to this solicitation. FOB: Destination				

NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

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

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	550 dys. ADC		N/A FOB: Destination	
0002	550 dys. ADC		N/A FOB: Destination	
0003	550 dys. ADC		N/A FOB: Destination	

Section 00100 - Bidding Schedule/Instructions to Bidders

INSTRUCTIONS TO OFFERORS

READ ALL INSTRUCTIONS CAREFULLY

I INSTRUCTIONS FOR PREPARATION OF PROPOSALS

1. GENERAL

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

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

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

ALL QUESTIONS CONCERNING THIS SOLICITATION SHALL BE ADDRESSED TO KELLY MCCABE VIA EMAIL AT Kelly.McCabe@eu.navy.mil.

2. FAR 52.236-27 - SITE VISIT (CONSTRUCTION) (FEB 1995)

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

(b) No official site visit is scheduled; however, the contractor is responsible to verify current conditions of the job site. In order to visit the site, they shall coordinate with Vesi TERZIEVA, Program Coordinator (359 2 988 8725) vesela.a.terzieva.fn@mail.mil.

3. REQUIRED PROPOSAL DOCUMENTS

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

A) PRICE PROPOSAL

(1) ***Solicitation Submittal Requirements***:

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

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

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

- The Offeror **MUST** fill out the dollar amount for Contract Line Item Numbers (CLINs) 0001 and 0002 and 0003 in Section 00010 – Solicitation Contract Form, see pages 3 of the SF1442 for details of the CLINs. The amounts shall be the total amount to complete the construction of the Base Item CLIN 0001 and Option CLIN

0002 and 0003. Offerors shall provide their Price Proposal in U.S. Dollars. Award will be made in US Dollars; therefore the offeror's bank must be able to accept U.S. Dollars as payment. Offeror must have a bank.

(2) ***Basis of Evaluation:*** The Government will evaluate price based on the total price, exclusive of VAT. (see Section 00010 – Solicitation Contract Form of the solicitation). Analysis will be performed by one or more of the following techniques to ensure a fair and reasonable price:

(i) Comparison of proposed prices received in response to the solicitation.
(ii) Comparison of proposed prices with the Independent Government Estimate.
(iii) Comparison of proposed prices with available historical information.
(iv) Comparison of market survey results.
(v) The Government reserves the right to conduct a price realism analysis of proposed prices to determine risk of unreasonably low proposed prices when compared to offeror proposed prices submitted in response to the solicitation or in comparison with the IGCE.

(c) SECTION 00600 - REPRESENTATIONS AND CERTIFICATIONS

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

(2) ***Basis of Evaluation:*** The Government will evaluate price based on the total price, exclusive of VAT. (see Section 00010 – Solicitation Contract Form of the solicitation). Analysis will be performed by one or more of the following techniques to ensure a fair and reasonable price:

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

B) NON-PRICE PROPOSAL

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

Factor 1 - Corporate Experience:

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

1. Projects executed in Bulgaria
2. Projects which include general construction works for renovation or new construction; and
3. Projects which include electrical installations AND air conditioning AND masonry works; and
4. Projects having a value of at least $250,000; and
5. Projects performed within the last 5 years at the date of issuance of this RFP or which are at least 70% complete at the date of issuance of this RFP.

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

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

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

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

If the offeror is a Joint Venture (JV), relevant project experience should be submitted for projects completed by the Joint Venture entity. If the Joint Venture does not have shared experience, projects should be submitted for EACH Joint Venture partner. Offerors are still limited to a total of two (2) projects combined.

Basis of Evaluation: To receive an acceptable rating in this factor, the offeror must demonstrate experience performing at least one (1) relevant project as defined in the solicitation submittal requirements or one (1) relevant project for each Joint Venture partner without shared experience together. The assessment of the offeror's relevant experience will be used as a means of evaluating the capability of the offeror to successfully meet the requirements of the RFP. The Government will review a maximum of two (2) projects. An offeror will be rated UNACCEPTABLE if the offeror does not submit the minimum number of relevant projects (1). Any projects submitted in excess of the two (2) for Corporate Experience will not be considered.

Factor 2 - Safety:

Solicitation Submittal Requirements: The offeror **MUST** provide a narrative describing the overall contract specific Safety Plan. At a minimum, the narrative shall include:

1. The technical approach or procedures which will be implemented to ensure compliance and understanding of applicable Bulgarian safety laws and regulations and applicable U.S. safety regulations (EM 385-1-1) to provide for a safe construction site for its employees.
2. Experience and qualifications of the Site Health and Safety Officer (full-time, on-site) to demonstrate compliance with Bulgarian requirements and with the requirements of EM385-1-1.
3. The offeror's plan to monitor the safety performance of its subcontractors, if any subcontractors are to be utilized. If subcontractors will not be used, the offeror shall make a statement to that effect.
4. Personal Protective Equipment for workers, as required by Bulgaria and EM 385-1-1 regulations.

The **maximum** number of pages allowed is **two** (2) pages, 8.5 x11, with a minimum of 12 font. If more than two (2) pages are submitted, only the first two (2) pages will be evaluated. The successful offeror will be required to provide an Accident Prevention Plan upon contract award (template provided as Annex-1 to the Statement of Work).

Basis of Evaluation: The Government is seeking to determine 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 and the offeror's plan to select

and monitor subcontractors, if subcontractors are to be utilized. 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 offeror's proposal will be evaluated as Acceptable if the following criteria are satisfied in the narrative:

1. A comprehensive technical approach to safety for its employees.
2. The Site Health and Safety Officer's experience and qualifications meeting Bulgarian and EM 385-1-1 requirements.
3. An implementation plan to monitor safety performance of potential subcontractors, if any subcontractors are to be utilized. If subcontractors will not be used, the offeror shall make a statement to that effect.
4. Personal Protective Equipment for workers meeting Bulgarian and EM 385-1-1 regulations.

Factor 3 – Past Performance:

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

If a Past Performance Questionnaire (PPQ) is submitted, ensure correct phone numbers and email addresses are provided for the client point of contact. Failure of references to be able to respond to past performance inquiries may preclude the evaluator's ability to assign a past performance rating of Acceptable. If the client requests, questionnaires or separate past performance documentation may be submitted directly to the Government's point of contact, Ms. Kelly McCabe at Kelly.McCabe@eu.navy.mil.

For all of the projects, offerors may include performance recognition documents such as awards, customer letters of commendation, and any other forms of performance recognition, if available. If the evaluation is in other than English, provide a translation of the evaluation into English.

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

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

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

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

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

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

II BASIS OF AWARD

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

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.

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

III REQUIREMENTS FOR OFFERORS

DUNS, NCAGE AND SAM REGISTRATION

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

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

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

SAM:
To create an account and access SAM as a new user:
1. Go to https://www.sam.gov
2. Click on "Create User Account"
3. Complete the requested information, and then click "Submit/Create."
4. Select "Individual User Account."

5. You will receive an email confirming you have created a user account in SAM. You can now register an entity, search For Official Use Only (FOUO) information, and (if you are a designated government official) enter exclusions into the system.

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

Required information for SAM registration:

- Your Data Universal Numbering System (DUNS) number from Dun & Bradstreet, and the name and address associated with that DUNS
- Your Taxpayer Identification Number and the name associated with that TIN, if applicable (from your W-2 or W-9)
- Your Contractor and Government Entity (CAGE) Code (or NCAGE), if you already have one (if you don't, one will be assigned to you during registration)
- Your Electronic Funds Transfer information, such as your financial institution's ABA Routing Number and your account number, along with the bank phone or fax number

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

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

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

JOINT VENTURE REQUIREMENTS

Joint Venture (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 severally liable for the performance of the whole contract and will be incorporated into the contract award if award is made to the JV.

(a) Name of firms that form the Joint Venture and the name of the Joint Venture
(b) Name and title of the corporate officials signing in behalf of each party
(c) Solicitation number

(d) Description of the responsibilities in terms of work category for each partner
(e) The statement "The composition and structure of the Joint Venture will remain unchanged from award to one (1) year after the work has been finally inspected and accepted by the Government."
(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 (bonds, 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.

ATTACHMENTS

Attachment 1: Performance Technical Specification and Statement of Work
Attachment 2: Contract Data Sheet
Attachment 3: Past Performance Questionnaire
Attachment 4: Submittal Checklist (**NO** submittal required with the proposal. For information only)

PLEASE RE-READ ALL INSTRUCTIONS

Section 00600 - Representations & Certifications

CERTIFICATION

CERTIFICATION REGARDING ACCEPTANCE OF SPECIFIC PROVISIONS OF THE CONTRACT

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

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

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

52.209-5 Certification Regarding Responsibility Matters (Apr 2010)

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

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

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

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

_____ _____

Date Contractor Signature

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	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	OCT 2010
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
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	JUL 2013
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
52.204-13	System for Award Management Maintenance	JUL 2013
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	DEC 2014
52.211-13	Time Extensions	SEP 2000
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data--Modifications	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.217-4	Evaluation Of Options Exercised At The Time Of Contract Award	JUN 1988
52.217-5	Evaluation Of Options	JUL 1990
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-50 Alt I	Combating Trafficking in Persons (Aug 2007) Alternate I	AUG 2007
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
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.229-6	Taxes--Foreign Fixed-Price Contracts	FEB 2013
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-17	Interest	MAY 2014

52.232-23	Assignment Of Claims	JAN 1986
52.232-27	Prompt Payment for Construction Contracts	JUL 2013
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-26	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
52.243-5	Changes and Changed Conditions	APR 1984
52.244-6	Subcontracts for Commercial Items	DEC 2013
52.246-1	Contractor Inspection Requirements	APR 1984
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
52.247-21	Contractor Liability for Personal Injury and/or Property Damage	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
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
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	MAY 2013
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	APR 2003

252.225-7048	Export-Controlled Items	JUN 2013
252.227-7022	Government Rights (Unlimited)	MAR 1979
252.227-7023	Drawings and Other Data to become Property of Government	MAR 1979
252.227-7033	Rights in Shop Drawings	APR 1966
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.247-7023	Transportation of Supplies by Sea	JUN 2013
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

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 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 550 days.* The time stated for completion shall include final cleanup of the premises.

*The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.

(End of clause)

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

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of $200 for each calendar day of delay until the work is completed or accepted.

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

(End of clause)

52.215-1 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)

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

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

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

(c) Designated Office:

Name:

NAVFAC EURAFSWA

Mailing Address:

PSC 817 BOX 51
FPO, AE 09622-0051

Telephone Number:

+39 081 568 7744

Person to Contact:

Kelly McCabe

Electronic Address:

Kelly.mccabe@eu.navy.mil

(End of clause)

52.233-1 DISPUTES. (JUL 2002) -- ALTERNATE I (DEC 1991)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

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

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

(2) (i) Contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claimexceeding $100,000.

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

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

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

(e) For Contractor claims of $100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over $100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use ADR. If the Contractor refuses an offer for alternative disputes resolution, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request. When using arbitration conducted pursuant to 5 U.S.C. 575-580, or when using any other ADR technique that the agency elects to handle in accordance with the ADRA, any claim, regardless of amount, shall be accompanied by the certification described in subparagraph (d)(2)(iii) of this clause, and executed in accordance with subparagraph (d)(3) of this clause.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request

for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

(End of clause)

52.233-2 SERVICE OF PROTEST (SEP 2006)

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

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

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

(End of provision)

52.236-1 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 50% percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997) - ALTERNATE II (APR 1984).

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by," or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown," as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed".

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor. Upon completing the work under this contract, the Contractor shall furnish [two] sets of prints of all shop drawings as finally approved. These drawings shall show changes and revisions made up to the time the equipment is completed and accepted.

52.243-4 CHANGES (JUN 2007)

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes--

(1) In the specifications (including drawings and designs);

(2) In the method or manner of performance of the work;

(3) In the Government-furnished property or services; or

(4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating

(1) the date, circumstances, and source of the order and

(2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

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

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

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

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

(End of clause)

52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)

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

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

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

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

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

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

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

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.
(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

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

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

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

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

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

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

(End of clause)

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

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

http://farsite.hill.af.mil

(End of provision

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

_____
_____
_____
[*Insert one or more Internet addresses*]

(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 Naval Criminal Investigative Service (NCIS).

(End of clause)

252.225-7044 BALANCE OF PAYMENTS PROGRAM--CONSTRUCTION MATERIAL--BASIC (NOV 2014)

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

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 46 U.S.C. 40102(4), 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.

“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.

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

(b) Domestic preference. This clause implements the Balance of Payments Program by providing a preference for domestic construction material. The Contractor shall use only domestic 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:

(Contracting Officer to list applicable excepted materials or indicate “none”)

(End of clause)

252.229-7001 TAX RELIEF (JUN 1997)

(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: _____VAT_____ RATE (PERCENTAGE): _____
(Offeror Insert) (Offeror Insert)

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

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

(End of clause)

252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

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

(b) The Contractor shall--

(1) Check all drawings furnished immediately upon receipt;

(2) Compare all drawings and verify the figures before laying out the work;

(3) Promptly notify the Contracting Officer of any discrepancies;

(4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and

(5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

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

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

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

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

Title File Drawing No.

(End of clause)

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2012)

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

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

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

(Official's Name)

(Title)

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

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

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

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

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

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

5252.201-9300 CONTRACTING OFFICER AUTHORITY (JUN 1994)

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

5252.209-9300 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1994)

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

5252.236-9303 ACCIDENT PREVENTION (NOV 1998)

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

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

(c) Prior to commencement of the work, the Contractor may be required to:

(1) submit in writing his proposals for effectuating provision for accident prevention;

5253 meet in conference with representatives of the Contracting Office to discuss and develop mutual understandings relative to administration of the overall safety program

5252.242-9300 GOVERNMENT REPRESENTATIVES (OCT 1996)

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

_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.

___(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 10 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.