

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. N33191-16-R-1410	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 02-Aug-2016	PAGE OF PAGES 1 OF 39
	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 EURAFSWA FEAD NAPLES PSC 817 BOX 22 FPO AE 09622 TEL: FAX: 39-081-568-5260	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 TERESA C. SMITH	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> +39-081-568-7744
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SOLICITATION

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

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

Request for Proposal N33191-16-R-1410 D-B Construct Galafi Health Clinic, Galaf City, Djiboutil

The purpose of this contract is for the design-build construction of a health clinic in Galaf City, Djibouti in accordance with the attached Statement of Work.

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 720 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 checked="" type="checkbox"/> NO	12B. CALENDAR DAYS
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 02:00 PM (hour) local time 30 Aug 2016 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee is, is not required.

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

D. Offers providing less than 90 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	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	D-B Construct Galafi Health Clinic FFP The Contractor shall provide all labor supervision, materials, equipment, Quality Control, Safety (including safety precautions and Personal Protective Equipment) and management required to perform all work to complete the design and construction of the Galafi Health Clinic in accordance with the Technical Performance Specification provided with this solicitation. FOB: Destination	1	Each		
NET AMT					

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

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

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A

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

I. INSTRUCTIONS FOR PREPARATION OF PROPOSALS

1. GENERAL

Proposals, as detailed below, shall be submitted electronically to Ms. Teresa C. Smith, teresa.smith@eu.navy.mil with a copy to Ms. Dawn Evans at dawn.evans@eu.navy.mil on or before the time specified in Block 13 of the Standard Form (SF) 1442. Compliance with the submittal closing time and receipt of proposals shall be determined by using the time indicated on the receiving Contract Specialist's computer. The offeror is responsible to verify that the Government has received the proposals.

All documents submitted as part of the proposals shall be in English and sent in PDF format via email to the addresses stated above. 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 (LPTA) OFFER**.

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

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

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

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

ALL QUESTIONS CONCERNING THIS SOLICITATION SHALL BE ADDRESSED TO MS. TERESA C. SMITH VIA EMAIL AT teresa.smith@eu.navy.mil.

3. SITE VISIT

The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors are urged and expected to inspect the site where the work will be performed. The site visit is scheduled for **August 10, 2016**. Please contact Ms. TK Tieu at trang.k.tieu.mil@mail.mil and Ms. Teresa Smith at Teresa.smith@eu.navy.mil after August 1, 2016 for specific information regarding the time and location of the site visit.

4. AMENDMENTS

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

5. INSTRUCTION FOR SUBMITTING PRE-PROPOSAL INQUIRIES

Offerors who determine that the technical and/or contractual requirements of this RFP require clarification(s) in order to permit submittal of a responsive proposal shall submit all questions in writing. Inquiries shall be submitted using the Pre-Proposal Inquiry (PPI) form provided as Attachment 2, via e-mail to Ms. Teresa Smith at teresa.smith@eu.navy.mil with a copy to Ms. Dawn Evans at dawn.evans@eu.navy.mil. Receipt will be acknowledged. The PPI shall reference the drawing/detail and/or the specification section, including the paragraph number and include only **one question per form**. Verbal queries will not be entertained. Responses to the PPI will be provided by Amendment and will be posted to NECO, EuroNECO and FBO websites. Pre-proposal questions will be accepted up to three (3) calendar days after the site visit date. Any inquiries received beyond the three (3) calendar days after the site visit may not be accepted.

6. REQUIRED PROPOSAL DOCUMENTS

All items listed below are required for the offeror to be found responsible and the offer to be considered for award.

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 provide a Point of Contact with a valid phone number and email address.

...In Block 14, provide a NATO Commercial and Government Entity (NCAGE) Code, (instructions for registration are provided below).

...In Block 14 provide a Duns and Bradstreet (DUNS) Number- the offeror **MUST** have an active DUNS Number (instructions for registration are provided below).

...The offeror **MUST** acknowledge all amendments.

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

...The offeror **MUST** fill in the dollar amount for Contract Line Item Number (CLIN) 0001 on Attachment 1 (Price Proposal Form). The proposed amount shall be the total amount to complete the construction for CLIN 0001. The price proposal **MUST** include both the price with the Value Added Tax (VAT) included as well as the price with the VAT excluded.

... Offerors shall provide their Price Proposal in U.S. Dollars; prices provided in a currency other than U.S. Dollars will be non-responsive and will not be considered for award.

... Award will be made in U.S. Dollars; the Offeror's bank must be able to accept U.S. Dollars as payment, therefore, the offeror **MUST** have a bank account.

... The offeror **MUST** have an active registration with System for Award Management (SAM) at the time of submission of the proposal (instructions for registration are provided below).

... The offeror **MUST** have a valid business license to conduct business in Djibouti and **submit with their proposal.**

... If proposing as a Joint Venture (JV) the offeror **MUST** provide the documents requested below under “Joint Venture Requirements”.

(c) SECTION 00600 - REPRESENTATIONS AND CERTIFICATIONS

...The offeror **MUST** sign and acknowledge the Representations and Certifications form provided in Section 00600 of this solicitation.

(d)SECTION 00700 – CONTRACT CLAUSES

... The offeror **MUST** fill in the tax relief exemption rate in DFARS252.229-7001 TAX RELIEF (SEP 2014) in Section 00700 of this solicitation and **submit with their proposal.**

Any unrequested information will not be considered as part of the offer and will not be reviewed.

(2) ***Basis of Evaluation:*** The Government will evaluate price based on the total price, exclusive of the tax exemptions in DFARS 252.229-7001.

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

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

The Government reserves the right to conduct a price realism analysis of proposed prices it considers to be unrealistically low. The Government may consider offeror(s)’ understanding of the work or ability to perform the work in this analysis and risk assessment. An unrealistically low price may result in the offeror(s)’ proposed price being rejected and the offeror(s)’ proposal being ineligible for award.

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

Proposals will be evaluated in the following manner: The number of proposals that will be technically evaluated will initially be limited to the three (3) lowest priced proposals. If none of the initial three (3) lowest priced proposals are found technically acceptable, the next group of three (3) lowest priced proposals will be evaluated. This process will be repeated until the Government identifies a technically acceptable proposal.

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, sub-contractor of Joint Venture partner. Relevant project(s) **MUST** meet the following requirements:

1. Design and construction for a new building or design and construction for the renovation of an existing building with plumbing systems, and electrical systems (relevant experience **MUST** show experience in both design and construction in order to be considered acceptable for this factor); **and**
2. Demonstrate a similarity in magnitude with a value of at least \$150,000; **and**
3. Performed in the country of Djibouti within the last 5 years at the date of issuance of this RFP; **and**
4. **MUST** be at least 70% complete at the date of issuance of this RFP.
5. 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 shall not be submitted as a project; rather offerors shall submit the work performed under a task order as a project.

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 3) 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. For each submitted project, the offeror shall include the contract number, project location, project description, building size, an explanation of similarity to the current solicitation, dollar value, ending date of the contract, the date the work was completed, and a client point of contact. 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 time period will not be considered relevant.
- Proposals that fail to provide all requested data, an accessible point of contact, or correct phone number and e-mail address may result in the project not being evaluated or the project being found not relevant.
- The total length for each project shall not exceed two (2) pages, single sided, with a minimum font size of twelve (12). If more than two (2) pages are submitted, only the first two (2) pages will be evaluated.
- All submissions shall be in the English language, documents provided in another language will not be evaluated.

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

The offeror may utilize experience of the subcontractor that will perform major or critical aspects of the requirement to demonstrate construction experience under this evaluation factor. The offeror **MUST** provide a letter of commitment and an explanation of the meaningful involvement that the subcontractor will have in performance of this contract.

Basis of Evaluation: To receive an acceptable rating in this factor, the offeror must provide a minimum of one (1) relevant project meeting the following requirements;

1. Design and construction for a new building or design and construction for the renovation of an existing building with plumbing systems, and electrical systems (relevant experience **MUST** show experience in both design and construction in order to be considered acceptable for this factor); **and**
2. Demonstrate a similarity in magnitude with a value of at least \$150,000; **and**
3. Performed in the country of Djibouti within the last 5 years at the date of issuance of this RFP; **and**

4. **MUST** be at least 70% complete at the date of issuance of this RFP.
5. 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 shall not be submitted as a project; rather offerors shall submit the work performed under a task order as a project.

The offeror **MUST** demonstrate experience performing at least one (1) relevant project as defined in the solicitation submittal requirements. The assessment of the offeror's relevant experience will be used as a means of evaluating the capability of the offeror to successfully meet the requirements of the solicitation. 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 **SIGNED** copy of the Safety Checklist Form found below. By signing this form the contractor is verifying that if awarded the contract they will comply with the safety regulations, provide a safety plan, a competent employee in accordance with EM 385-1-1 and provide all Personal Protective Equipment (PPE) to their employees.

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

Please provide a signed copy of this document with your proposal submittal. If this is not submitted with your proposal, your proposal will be determined to be non-responsive, and you will not be eligible to be awarded the contract without discussions.

Safety Checklist Form

The contractor shall comply with local safety regulations, unless the US safety regulation described in the US Army Corps of Engineers Manual (EM385-1-1) is more stringent and not in conflict with the local regulations. In this case, the contractor shall comply with the requirements of the Safety Manual EM385-1-1 which can be downloaded from the following website:

http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_38-1-1.pdf

Upon award of the contract, the contractor will provide a safety plan to monitor personnel performance during construction, as well as one competent employee in accordance with EM 385-1-1 to ensure execution of the safety plan.

The contractor will provide a full-time, on-site Site Safety and Health Officer (SSHO) that meets the requirements of the EM 385 Section 01.A.17, specifically:

- Five (5) years of continuous general industry or construction safety experience in supervising/managing general industry or construction (managing safety programs or processes or conducting hazard analyses and developing controls). **Documentation is required within 30 days of contract award.**

- Completion of 30-hour OSHA Construction Industry safety class (may be web-based training if the student is able to directly ask questions of the instructor by chatphone). **Documentation is required within 30 days of contract award.**

- Or possesses an official certificate issued by the pertinent local Administration stating that the individual is legally certified to perform the functions of Safety manager at a construction job site. The possession of a valid license is sufficient for acceptance of the SSHO, which shall be full time at the job site while any work is taking place. **Documentation is required within 30 days of contract award.**

The contractor will provide a plan to monitor subcontractor performance during construction, if subcontractors will be used. The contractor understands that subcontractors **MUST** also comply with EM 385.

The contractor shall provide all necessary and required Personal Protective Equipment (PPE), which shall be used as required by the specific risk.

- Steel toed shoes
- Helmets
- Vests and gloves
- Eye and ear protection
- Shoring for excavation, as needed

The use of helmets or "hard hats" is absolutely required for all personnel entering the job site. In addition the contractor shall have a minimum of 5 new hard hats to be used by any authorized visitor to the job site.

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

By signing this form, you, as the contractor, acknowledge and agree to the safety factor certification requirements.

Contractor's Printed Name: _____

Contractor's Signature: _____

Company Name: _____

Date: _____

Factor 3 – Past Performance:

Solicitation Submittal Requirements: The offeror shall provide a past performance evaluation for each project submitted under Factor 1 – Corporate Experience. If a completed Construction Contractor Appraisal Support System (CCASS) or DD Form 2626 Performance Evaluation (Construction) is available, it shall be submitted with the proposal. If there is not a completed evaluation then the offeror shall submit the Past Performance Questionnaire (Attachment 4) for each project included in Factor 1 – Corporate Experience.

If a Past Performance Questionnaire (PPQ) is submitted, ensure correct phone numbers and email addresses are provided for the client point of contact. Past Performance Questionnaires **MUST** be completed by the customer(s) of the project(s) submitted under Factor 1. Failure of references to be able to respond to past performance inquiries may preclude the evaluator's ability to assign a past performance rating of Acceptable. If the evaluation is in other than English, provide a translation of the evaluation into English. Documents provided in a language other than English, without an English translation will not be evaluated.

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 offeror is unable to obtain a completed PPQ from a client for a project(s) before proposal closing date, the offeror shall complete and submit with the proposal the first page of the PPQ, which will provide contract and client information for the respective project(s). The Government may make reasonable attempts to contact the client noted for that project(s) to obtain the PPQ information. However, offerors should follow-up with clients/references to help ensure timely submittal of questionnaires.

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.

The Government may review any other sources of information for evaluation 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.

Offerors may provide any information on problems encountered and the corrective actions taken on projects submitted under Factor 1- Corporate Experience. Offerors may also address any adverse past performance issues. Explanations shall not exceed four (4) pages in total.

Performance awards or additional information submitted will not be considered.

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

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

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

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

II. BASIS OF AWARD

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

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

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

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

In accordance with Naval Facilities Acquisition Supplement (NFAS) 15-101-2, the number of proposals to be evaluated for technical acceptability may be limited to the three lowest priced offers at the discretion of the Contracting Officer. If the number of proposals to be evaluated is limited, technical proposals shall be provided to the evaluator(s) without any identification of prices or any rank order of prices. If no proposals are found to be technically acceptable within the first group of proposals, then the process described will be conducted again as many times as necessary, until such time as the Government identifies a technically acceptable proposal.

III. REQUIREMENTS FOR OFFERORS

1. Data Universal Numbering System (DUNS), NATO Commercial and Governmental Entity (NCAGE) Code and System for Award Management (SAM) REGISTRATION

The Government requires an offeror to have a current (active) DUNS Number, NCAGE Code, and register in 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 (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 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

ENGLISH SPEAKING REPRESENTATIVE

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

2. 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 offeror **MUST** include the NCAGE code and DUNS number of the JV on their 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.

3. CERTIFICATIONS, LICENSES, PERMITS, FEES, ETC.

Offerors shall be responsible for determining and paying all fees associated with, and obtaining any required permits for proposed projects including, but not necessarily limited to permits for onsite and off-site hauling, demolition/disposal, storm water discharge, construction activity, temporary utilities, road improvements, communications, etc.

Offerors are responsible for acquiring any required professional certifications (licensing) as required by both the Republic of Tanzania and the country of Uganda to perform the work.

Offerors are responsible for complying with environmental laws, regulations and requirements.

All coordination with the local, regional, national authorities is the responsibility of the Offeror.

IV. ATTACHMENTS

- Attachment 1: Statement of Work (SOW) and Drawings
- Attachment 2 : Pre-Proposal Inquiry Form
- Attachment 3: Contract Data Form
- Attachment 4: Past Performance Questionnaire
- Attachment 5: Price Proposal Form
- Attachment 6: Submittals Checklist

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

****PLEASE RE-READ AND FOLLOW ALL INSTRUCTIONS -
REFER TO CHECKLIST REGARDING SUBMITTAL
REQUIREMENTS ****

Section 00600 - Representations & Certifications

CLAUSES INCORPORATED BY REFERENCE

52.222-38	Compliance With Veterans' Employment Reporting Requirements	FEB 2016
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	OCT 2015

CLAUSES INCORPORATED BY FULL TEXT

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

(a) The offeror certifies that --

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

(i) Those prices,

(ii) The intention to submit an offer, or

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

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

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

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

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

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

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

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

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

(End of Provision)

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)

(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 \$3,500 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

52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN-- CERTIFICATION (AUG 2009)

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

Business operations means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

Marginalized populations of Sudan means--

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
 - (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
 - (3) Consist of providing goods or services to marginalized populations of Sudan;
 - (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
 - (5) Consist of providing goods or services that are used only to promote health or education; or
 - (6) Have been voluntarily suspended.
- (b) Certification. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(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	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
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	JUL 2013
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
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
52.211-10	Commencement, Prosecution, and Completion of Work	APR 1984
52.211-13	Time Extensions	SEP 2000
52.214-34	Submission Of Offers In The English Language	APR 1991
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
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
52.222-1	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
52.228-13	Alternative Payment Protections	JUL 2000
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
52.232-27	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
52.236-27	Site Visit (Construction)	FEB 1995
52.236-28	Preparation of Proposals--Construction	OCT 1997
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
52.243-7	Notification Of Changes	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
252.204-0001	Line Item Specific: Single Funding	SEP 2009
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	MAY 2013

252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	DEC 2015
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

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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 **720 days**.* The time stated for completion shall include final cleanup of the premises.

(End of clause)

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

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

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

(End of clause)

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)

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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:

Teresa C. Smith

Electronic Address:

teresa.smith@eu.navy.mil

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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 claim exceeding \$100,000.
- (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
- (iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am 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)

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 EURAFSWA
PSC 817 BOX 51
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.

(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):

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

(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:

NONE

(End of clause)

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

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

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

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

(Line Item Number)

(Country of Origin)

—

—

(d) Evaluation. For the purpose of evaluating competitive offers, the Contracting Officer will increase by [Contracting Officer to specify percent in accordance with the USAFRICOM Commander’s policy and contracting activity procedures **40** percent the prices of offers of products or services that are not products of Djibouti or services of Djibouti.

(End of provision)

252.225-7983 REQUIREMENT FOR PRODUCTS OR SERVICES OF DJIBOUTI (FEB 2016) (DEVIATION 2016-O0005)

(a) Definitions. As used in this clause—

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

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

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

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

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

(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:	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:

See Attached Statement of Work

(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

5252.236-9313 DESIGN-BUILD CONTRACT – INCORPORATION OF DESIGNER OF RECORD
FINAL DESIGN (JUL 2008)

Upon Government receipt and acceptance of the Designer of Record signed and stamped final design submission for all work, a no-cost unilateral modification shall be issued to incorporate the final design into the contract.

If the Contractor is authorized to proceed with portions of the work prior to the completion of a final design for all work, a no-cost unilateral modification shall be issued for each Government accepted Designer of Record signed and stamped design submission for each portion of the work in order to incorporate that design submittal into the contract. (End of clause)

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.

Section 00800 - Special Contract Requirements

CONTRACT ADMINISTRATION
INVOICING INSTRUCTIONS

A. The Contractor shall submit a single invoice for construction work completed. Only one (1) invoice per month shall be submitted.

An invoice will be processed for payment upon verification of work actually performed and receipt of required Contractor submittals. The invoices for the work shall be formatted in accordance with the samples provided in the pre-construction meeting.

B. An invoice is a written request for payment under the contract, for supplies delivered or for services rendered. A proper invoice must include the following:

(1) Name and address of the Contractor;

(2) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of submitting the invoice);

(3) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number (CLIN));

(4) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed;

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

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

(7) Any other information or documentation required by other provisions of the contract:

Schedule of Prices –

The contractor shall include a Schedule of Prices with their invoice. This document shall include the main elements of the construction contract. The Contracting Officer Representative and Project Manager of the contract shall agree on the percentages executed for each contract line item.

The Schedule of Prices will only be approved if the prices are correctly distributed. Only elements that are tangible and incorporated into the job site shall be authorized.

The Schedule of Prices shall clearly identify each project(s) and each contract option, if applicable, that may be awarded. If there is more than one project site location, clearly identify the site by name and include the required invoice information for each project. Whether there are multiple project site locations or one project site location, submit only one invoice.

No invoice shall be processed until the Schedule of Prices is accepted by the Contracting Officer Representative (COR).

The invoice shall be prepared and submitted to the Contracting Officer Representative (COR), unless otherwise specified.

CONTRACTOR'S FINAL RELEASE OF CLAIMS

The Contractor shall complete and submit, to the Contracting Officer, a correct "Contractor's Release of Claims statement with their Final invoice.