REQUEST FOR PROPOSAL N33191-17-R-1624

DESIGN AND RENOVATION OF PSYCHOLOGICAL SUPPORT CENTER IN ODESSA, UKRAINE

The purpose of this contract is for the design and construction necessary for the renovation of Psychological Support Center located in Odessa, Ukraine, at the University YuzhnoUkrainian National Pedagogical. Provide complete and usable facilities in accordance with the attached Performance Technical Specification.

Proposals shall be submitted electronically to Mr. Bernie Caguiat, Bernie.Caguiat@eu.navy.mil on or before the time and date specified in Block 13 of this document.

Time = Central European Summer Time (CEST)

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

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

In accordance with FAR 36.204, the magnitude of this project is expected to be between $100,000 and $250,000.

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 N33191-17-R-1624 DESIGN AND RENOVATION OF PSYCHOLOGICAL SUPPORT CENTER IN ODESSA, UKRAINE

The purpose of this contract is for the design and construction necessary for the renovation of Psychological Support Center located in Odessa, Ukraine, at the University YuzhnoUkrainian National Pedagogical. Provide complete and usable facilities in accordance with the attached Performance Technical Specification.

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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 $100,000 and $250,000.

11. The Contractor shall begin performance within _______ calendar days and complete it within _______ calendar days after receiving ______ aw ard. ______ notice to proceed. This performance period is ______ mandatory. ______ negotiable. (See _______.)

12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? YES X NO

(If "YES," indicate within how many calendar days after award in Item 12B.)

12B. CALENDAR DAYS

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and ______ copies to perform the work required are due at the place specified in Item 8 by ______ AM (hour) local time ______ (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 ______ calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.
17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within ________ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)

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

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

AMENDMENT NO.   
DATE

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

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

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

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

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

26. ADMINISTERED BY CODE

27. PAYMENT WILL BE MADE BY: CODE

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

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

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

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)   30B. SIGNATURE   30C. DATE

31A. NAME OF CONTRACTING OFFICER (Type or print)   31B. UNITED STATES OF AMERICA BY   31C. AWARD DATE

TEL: EMAIL:
### Section 00010 - Solicitation Contract Form

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
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<tbody>
<tr>
<td>0001</td>
<td>D/B Renovate Psychological Support Center</td>
<td>1</td>
<td>Job</td>
<td>FFP</td>
<td>The Contractor shall provide all labor, supervision, materials, equipment and applicable safety precautions necessary to complete the design, renovation, alterations and improvements to old library and adjacent areas located in the rector's office building of the University Yuzhnoukrainskiy Natsionalnyi Pedagogicheskiy in Odessa, Ukraine, to provide an operational Psychological Center in accordance with the Performance Technical Specifications - Attachment 1 to this solicitation. FOB: Destination</td>
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<th>ITEM NO</th>
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<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
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</thead>
<tbody>
<tr>
<td>0002</td>
<td>D/B Exterior Walkway and painting</td>
<td>1</td>
<td>Job</td>
<td>FFP</td>
<td>OPTION 1 - The Contractor shall provide all labor, supervision, materials, equipment and applicable safety precautions necessary to complete the design and construction of an exterior walkway and painting the entire rector's office building of the University Yuzhnoukrainskiy Natsionalnyi Pedagogicheskiy in Odessa, Ukraine in accordance with the Performance Technical Specifications - Attachment 1 to this solicitation. FOB: Destination</td>
</tr>
</tbody>
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**NET AMT**

### INSPECTION AND ACCEPTANCE TERMS
Supplies/services will be inspected/accepted at:

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<tr>
<th>CLIN</th>
<th>INSPECT AT</th>
<th>INSPECT BY</th>
<th>ACCEPT AT</th>
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<td>0002</td>
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DELIVERY INFORMATION

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<td>1</td>
<td>N/A</td>
<td>FOB: Destination</td>
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<tr>
<td>0002</td>
<td>450 dys. ADC</td>
<td>1</td>
<td>N/A</td>
<td>FOB: Destination</td>
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</table>
CLAUSES INCORPORATED BY REFERENCE

52.236-28     Preparation of Proposals--Construction     OCT 1997

CLAUSES INCORPORATED BY FULL TEXT

52.215-1     INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION  (JAN 2017)

(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 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)

INSTRUCTIONS TO OFFERORS
ADDENDUM TO 52.215-1

READ ALL INSTRUCTIONS CAREFULLY

I INSTRUCTIONS FOR PREPARATION OF PROPOSALS

1. GENERAL

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

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

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

ALL QUESTIONS CONCERNING THIS SOLICITATION SHALL BE ADDRESSED TO BERNIE CAGUIAT VIA EMAIL AT Bernie.caguiat@eu.navy.mil.
2. FAR 52.236-27 - SITE VISIT (CONSTRUCTION) (FEB 1995)

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

   (b) No official site visit is scheduled; however, the contractor is responsible to verify current conditions of the job site. In order to visit the site, they shall coordinate with Ms. Lyudmyla Kyrylenko (BAO Project Manager, ODC/BAO Ukraine) Phone: +380444941945, email: Lyudmyla.v.kyrylenko.ln@mail.mil.

3. REQUIRED PROPOSAL DOCUMENTS

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

   A) PRICE PROPOSAL

   (1) Solicitation Submittal Requirements:

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

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

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

         - The Offeror MUST fill out the dollar amount for Contract Line Item Numbers (CLIN’s) 0001 and 0002 in Section 00010 – Solicitation Contract Form, see page 3 of the SF1442 for details of the CLIN’s. The amounts shall be the total amount to complete the design, construction and renovation of the Base Item CLIN 0001 and Option CLIN 0002. Offerors shall provide their Price Proposal in U.S. Dollars. Award will be made in US Dollars; therefore the offeror’s bank must be able to accept U.S. Dollars as payment. Offeror must have a bank.

      (c) SECTION 00600 - REPRESENTATIONS AND CERTIFICATIONS

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

      (e) SECTION 00700 - The Offeror MUST fill out and submit with the proposal the VAT Tax exemption rate in DFAR 252.229-7001 TAX RELIEF (JUN 1997) of Section 00700 – Contract Clauses.

   (2) Basis of Evaluation:

      The Government will evaluate price based on the total price, **exclusive of VAT**. Total price consists of the Base Item and all option items (see Section 00010 – Solicitation Contract Form of the solicitation). The Government intends to evaluate all options and has included the provision FAR 52.217-5, Evaluation of Options (JUL 1990) in Section 00700 of the solicitation. In accordance with FAR 52.217-5, the evaluation of the option(s) will not obligate the Government to exercise the option(s). Analysis may be performed by one or more of the following techniques to ensure a fair and reasonable price:

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

B) NON-PRICE PROPOSAL

The Technical Proposal MUST include the following factors:

Factor 1 - Corporate Experience:

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

1. Design and construction for a new building or design and construction for the renovation of an existing building with HVAC systems, plumbing systems, and electrical systems; and
2. Demonstrate a similarity in magnitude with a value of at least $150,000; and
3. Performed in the country of Ukraine within the last 5 years of the date of issuance of this RFP; and
4. Must be at least 70% complete by the due date of this RFP.

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

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

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

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

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

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

**Factor 2 - Safety Checklist**

*(a) Solicitation Submittal Requirements:*
Contractor is required to submit completed Safety Checklist form. By signing this form the contractor is stating that they will comply with safety regulations, provide a completed Safety Plan/Accident Prevention Plan (Template will be provided after contract award), provide a competent employee in accordance with EM 385-1-1 and provide all Personal Protective Equipment to employees.

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

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

- The contractor will provide a full-time, on-site Site Safety and Health Officer (SSHO) that meets the requirements of 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 after 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 chat/phone). **Documentation is required after 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 after 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 Personal Protective Equipment (PPE) to employees, including but not limited to:
  - Steel toed shoes
  - Helmets
  - Vests
  - Gloves
  - Eye protection
  - Hearing protection
  - Shoring for excavation, as needed

  The contractor shall provide all necessary and required Personal Protective Equipment (PPE), which shall be used as required by the specific risk. A list of potential PPE that may be necessary at the job site would include items such as steel toed shoes, vests, gloves, eye protection or hearing protection. 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 includes the cost for any and all safety requirements for this project.
• By signing this as the contractor acknowledge and agree to the safety factor certification requirements. Please provide a signed copy with your proposal submital. If this is not submitted with your proposal, it will be deemed as non-responsive to factor two (2).

__________     ________________
Contractor's Printed Name           Contractor's Signature

________________       ___________________
Company Name                  Date

Factor 3 – Past Performance:

(a) Solicitation Submittal Requirements: The offeror shall provide a past performance evaluation for each project submitted under Factor 1 – Corporate Experience. If a completed Construction Contractor Appraisal Support System (CCASS) or DD Form 2626 Performance Evaluation (Construction) is available, it shall be submitted with the proposal. If there is not a completed evaluation then the offeror shall submit Past Performance Questionnaires (Attachment 3) for each project included in Factor 1 – Corporate Experience. If a Past Performance Questionnaire (PPQ) is submitted, ensure correct phone numbers and email addresses are provided for the client point of contact. Failure of references to be able to respond to past performance inquiries may preclude the evaluator’s ability to assign a past performance rating of Acceptable.

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), Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), performance recognition documents, and information obtained from any other source 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.

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

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

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

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

The number of proposals to be evaluated will be limited to the three lowest priced proposals. If no technical proposals are found to be technically acceptable then the process will be repeated until such time as the Government identifies a technically acceptable proposal.

III  REQUIREMENTS FOR OFFERORS

DUNS, NCAGE AND SAM REGISTRATION

The Government requires an offeror to have a current DUNS Number, NCAGE Code, and register in the System for Award Management (SAM) prior to award of a contract (within 5 calendar days from request for CAGE/DUNS Number) with the US Government. It is the responsibility of the offeror to comply and register. If you currently do not have a DUNS, NCAGE, or SAM registration, information is provided below to assist you. Offerors must provide a Dun and Bradstreet (DUNS) number and NCAGE code prior to award of a contract (within 5 calendar days from request for CAGE/DUNS Number) with the US Government. If offeror is submitting a proposal as a Joint Venture, the offeror must provide DUNS/CAGE of the Joint Venture entity.

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

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

SAM:
To create an account and access SAM as a new user:
1. Go to https://www.sam.gov
2. Click on “Create User Account”
3. Complete the requested information, and then click “Submit/Create.”
4. Select “Individual User Account.”
5. You will receive an email confirming you have created a user account in SAM. You can now register an entity, search For Official Use Only (FOUO) information, and (if you are a designated government official) enter exclusions into the system.
To register in SAM as an entity:
1. Login to SAM with your user ID and password (received after completing the steps above)
2. Gather all of the required information needed to complete your registration.
3. Click on "Register New Entity" from the left side navigation pane.
4. Complete and submit the online registration. It is estimated that it will take approximately 30 minutes to complete registration if you already have all the necessary information on hand, depending upon the size and complexity of your entity.
5. You will receive an email confirming that your registration is in process. Note that new registrations can take an average of 7-10 business days to process in SAM. SAM must send out some information for validation with outside parties before your registration can be activated.

Required information for SAM registration:

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

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

The DUNS and NCAGE numbers must be indicated on the SF 1442 in the same block as your company name. If offeror is submitting a proposal as a Joint Venture, the offeror must provide DUNS/CAGE of the Joint Venture entity.

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

JOINT VENTURE REQUIREMENTS

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

(a) Name of firms that form the Joint Venture and the name of the Joint Venture
(b) Name and title of the corporate officials signing in behalf of each party
(c) Solicitation number
(d) Description of the responsibilities in terms of work category for each partner
(e) The statement “The composition and structure of the Joint Venture will remain unchanged from award to one (1) year after the work has been finally inspected and accepted by the Government.”

(f) Date of issuance of the agreement and notarized signature of the corporate officials signing in behalf of each party.

(g) Statement under oath stating that the Joint Venture (JV) is in compliance at the time of proposal submission with all applicable laws, rules, and regulations. This statement must be signed under oath by all members comprising the Joint Venture.

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

**ATTACHMENTS**

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

**PLEASE RE-READ ALL INSTRUCTIONS**
ACKNOWLEDGE BELOW

CERTIFICATION REGARDING ACCEPTANCE OF SPECIFIC PROVISIONS OF THE CONTRACT

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

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

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

52.209-5 Certification Regarding Responsibility Matters (Apr 2010)

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


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

Date

Contractor Signature
CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2017)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 236220.

(2) The small business size standard is $36,500,000.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(      ) Paragraph (d) applies.

(      ) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements—Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;
(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.209-2; Prohibition on Contracting with Inverted Domestic Corporations--Representation.

(vii) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(viii) 52.209-11, Representation by Corporations Regarding delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(ix) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(x) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xi) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(xii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xiii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xiv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvi) 52.222-57, Representation Regarding Compliance with Labor Laws (Executive Order 13673). This provision applies to solicitations expected to exceed $50 million which are issued from October 25, 2016 through April 24, 2017, and solicitations expected to exceed $500,000, which are issued after April 24, 2017.

Note to paragraph (c)(1)(xvi): By a court order issued on October 24, 2016, 52.222-57 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation. This provision applies to solicitations that include the clause at 52.204-7.)

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than $25,000, the basic provision applies.

(B) If the acquisition value is $25,000 or more but is less than $50,000, the provision with its Alternate I applies.

(C) If the acquisition value is $50,000 or more but is less than $77,533, the provision with its Alternate II applies.

(D) If the acquisition value is $77,533 or more but is less than $100,000, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

(i) 52.204-17, Ownership or Control of Offeror.

(ii) 52.204-20, Predecessor of Offeror.

(iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Certification.

(v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Certification.

(vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

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

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

(End of provision)
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252.204-7012  Safeguarding Covered Defense Information and Cyber Incident Reporting  OCT 2016
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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
CLAUSES INCORPORATED BY FULL TEXT

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

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 450 calendar days after date of award. The time stated for completion shall include final cleanup of the premises.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of $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

52.217-7   OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written
notice to the Contractor within 450 calendar days after date of award. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

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

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

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

(c) Designated Office:

Name: NAVFAC EURAFSWA

Mailing Address:

PSC 817 BOX 51
FPO AE 09622-0051

Telephone Number: +39 081 568 4030

Person to Contact: Bernie Caguiat

Electronic Address: Bernie.caguiat@eu.navy.mil

(End of clause)

52.233-1     DISPUTES. (MAY 2014)

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

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

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

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

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

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

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

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

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

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

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

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

(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 thereof 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 therefor. 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.

(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):

www.acquisition.gov

(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):
252.225-7043  ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 2015)

(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
252.229-7001     TAX RELIEF (SEPT 2014)

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

<table>
<thead>
<tr>
<th>NAME OF TAX:</th>
<th>RATE (PERCENTAGE):</th>
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<tbody>
<tr>
<td>(Offeror Insert)</td>
<td>(Offeror Insert)</td>
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</tbody>
</table>

(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:

<table>
<thead>
<tr>
<th>Title</th>
<th>File</th>
<th>Drawing No.</th>
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<tbody>
<tr>
<td>NONE</td>
<td></td>
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</tbody>
</table>

(End of clause)

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2012)

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

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

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

---------------------------------------------------------------------
(Official's Name)
---------------------------------------------------------------------
(Title)

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

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

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

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

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

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

5252.201-9300 CONTRACTING OFFICER AUTHORITY (JUN 1994)

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

5252.209-9300 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1994)

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

5252.236-9303 ACCIDENT PREVENTION (NOV 1998)

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

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

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

5252.236-9307 DRAWINGS PREPARED BY AN ARCHITECT-ENGINEER (JUN 1994)

The engineer or architect signing the drawings must be registered in the country of record for the Architect-Engineer company or the country of the proposed construction -- as a Professional Engineer (P.E.) or Registered Architect (R.A.). In addition, the drawings shall be signed by a responsible person of corporate status in the Architect-Engineer firm and stamped with his/her registration seal when the seal is authorized by the country where the project is to be constructed.

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.
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.

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

CONTRACTOR'S FINAL RELEASE OF CLAIMS

The Contractor shall complete and submit, to the Contracting Officer, a correct "Contractor's Final Release of Claims" statement with their final invoice. (Template will be provided after contract award).