SOLICITATION, OFFER, AND AWARD *(Construction, Alteration, or Repair)*	1. SOLICITATION NO. N62470-16-R-6003	2. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED *(RFP)*	3. DATE ISSUED 11-Feb-2016	PAGE OF PAGES 1 OF 44

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

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

7. ISSUED BY CODE N62470	8. ADDRESS OFFER TO *(If Other Than Item 7)* CODE
COMMANDER NAVFAC ATLANTIC 6506 HAMPTON BLVD NORFOLK VA 23508-1278 TEL: FAX:	**See Item 7** TEL: FAX:

9. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE NO. *(Include area code)* *(NO COLLECT CALLS)*
	PHILLIP MATTHEWS	001-757-322-8334

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):*

P-115 ELEMENTARY AND HIGH SCHOOL ADDITIONS, NAVAL STATION ROTA, SPAIN

PROPOSALS ARE DUE 28 March 2016 @ 2:00 PM EST TO PHIL MATHEWS, 6506 HAMPTON BLVD, NORFOLK, VA 23508

PRIOR APPROVAL MUST BE REQUESTED FOR HAND DELIVERIES. PLEASE SEE SECTION 00100 FOR DETAILED INSTRUCTIONS.

THIS SOLICITATION IS BEING SOLICITED AS A STAND-ALONE, FIRM FIXED PRICE CONTRACT.

OFFERORS ARE ADVISED THAT FUNDING MAY NOT BECOME AVAILABLE, IF FUNDS ARE NOT AVAILABLE, NO AWARD WILL BE MADE AS A RESULT OF THIS SOLICITATION. OFFERORS WILL NOT BE REIMBURSED FOR ANY EFFORT OR PROPOSAL COSTS RESULTING FROM THIS SOLICITATION.

11. The Contractor shall begin performance within 10 calendar days and complete it within 960 calendar days after receiving [ ] award, [X] notice to proceed. This performance period is [X] mandatory, [ ] negotiable. *(See _____ .)*

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

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 4 copies to perform the work required are due at the place specified in Item 8 by _____ *(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, [X] 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 120 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

SOLICITATION, OFFER, AND AWARD (Continued)

(Construction, Alteration, or Repair)

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

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

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

AMOUNTS	SEE SCHEDULE OF PRICES

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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NO.										
DATE										

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

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

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA

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

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

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

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

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

Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001			Dollars, U.S.		
	P-115 Base Price FFP Provide all work for P-115 School Additions Project, 4 (Four) single story buildings within the David G. Farragut (DFG) Elementary School complex, completed in accordance with the RFP, including the specifications and drawings. FOB: Destination				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002			Dollars, U.S.		
OPTION	OPTION ITEM 1 FFP Provide all work in connection with CLIN 0002 for the parking lot and site improvements on the north side of Alicante Street, including grading, pavement, drainage and site lighting, complete in accordance with the drawings and specifications, but excluding work described in CLIN 0001, 0003, 0004 and 0005. FOB: Destination				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003			Dollars, U.S.		
OPTION	OPTION ITEM 2 FFP Provide all work in connection with CLIN 0003 for the Kindergarten playground, including fencing, playground equipment and ground finish, complete in accordance with the drawings and specifications, but excluding work described in CLIN 0001, 0002, 0004 and 0005. FOB: Destination				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004			Dollars, U.S.		
OPTION	OPTION ITEM 3 FFP Provide all work in connection with CLIN 0004 for high school shade structure located on the west side of High School Wing 1, including foundations, support structure and all associated shade elements complete in accordance with the drawings and specifications, but excluding work described in CLIN 0001, 0002, 0003 and 0005. FOB: Destination				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005			Dollars, U.S.		
OPTION	OPTION ITEM 4 FFP Provide all work in connection with CLIN 0005 for complete restoration of the elementary school east landscape area, as shown on LP103, including installation of Government Furnished hardscaping and tree/shrub planting, in accordance with the drawings and specifications, but excluding work described in CLIN 0001, 0002, 0003 and 0004. FOB: Destination				

NET AMT

DESCRIPTION OF WORK

The project will construct multiple buildings within the David G. Farragut (DFG) Elementary School complex composed of a reinforced concrete/steel structure with a stucco exterior to match existing structures within the complex. Elementary school classrooms will be general purpose-type classrooms and include sinks and built-in cabinetry. Classrooms will be handicap accessible, including drinking fountains, built-in cabinetry, lighting, electrical outlets, windows, heating, ventilation, and air conditioning. The project will also construct four single story buildings within the David G. Farragut Kindergarten and High School complex composed of a reinforced concrete/steel structure with a stucco exterior to match existing structures within the complex. All high school classrooms will be general purpose-type classrooms. Kindergarten classrooms shall each include a toilet, sink, built-in cabinetry and a shared kitchen. Each classroom shall be handicap accessible and include the following: lighting, electric outlets, windows, heating, ventilation, and air conditioning. The project includes demolition of multiple classroom buildings, site improvements, site utility installation and ancillary work.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

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

DELIVERY INFORMATION

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

Section 00100 - Bidding Schedule/Instructions to Bidders

INSTRUCTIONS TO OFFERORS
INSTRUCTIONS TO OFFERORS
List of Attachments:

(A) Country Clearance Package
(B) Request for Work Pass
(C) Pre-proposal Inquiries Form
(D) Schedule B
(E) Visitor Pass Request Form
(F) Construction Experience Project Data Sheet
(G) Past Performance Questionnaire
(H) P-115 Specifications
(I) P-115 Final Drawings

1. OVERVIEW OF THIS SOURCE SELECTION:

This solicitation is conducted as a negotiated procurement utilizing procedures in accordance with FAR Part 36.2. The best value continuum source selection process used in this acquisition is the tradeoff process. Award will be made to that responsible offeror whose proposal, conforming to the solicitation, is determined to offer the best value to the Government considering the non-price and price factors stated herein.

The Government reserves the right to eliminate from consideration any or all offerors at any time prior to award of the contract; to negotiate with offerors in the competitive range; and to award the contract to the offeror submitting the proposal determined to be the best value.

This acquisition will result in a firm fixed price contract for construction services. In accordance with FAR 36.205, the statutory cost limitation for P-115 School Additions Project, NS Rota, Spain is $12,777,000.

The contract completion time is 960 days after the initial Notice to Proceed.

The Government intends to award a contract to a single contractor for CLIN 0001, with CLINs 0002 through 0005 as priced options. The Government reserves the unilateral right to award the Options (0002-0005) to the contractor within 90 calendar days after the contract award. Offerors must submit a price for each of the CLINs numbered 0001-0005. Offerors not submitting pricing for all CLINs will be considered not in compliance with the proposal submission requirements and will not be evaluated.

INTENT TO AWARD WITHOUT DISCUSSIONS: Proposals must be set forth full, accurate and complete information as required by this Request for Proposal (including attachments). The penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001. The Government intends to evaluate proposals and award without discussions. However, the Government reserves the right to conduct discussions if it is later determined by the Contracting Officer to be necessary. Therefore, each initial offer should contain the best terms from a technical, cost and price standpoint.

2. SITE VISITS

a. An organized Site Visit is scheduled for Wednesday, 9 March 2016 at 10:00 A.M. Central European Time (CET) at Naval Station Rota, Spain. All interested parties must meet applicable base access requirements for Naval Station Rota.

b. Other National participants in the Site Visit must comply with the Spain Country Clearance Requirements. All Other Nationals participants must submit a “Country Clearance” package (Attachment (A)) via email to Ms.

Vanessa Mejias Cabanas at Vanessa.MejiasCab.SP@eu.navy.mil and with a copy to philip.mathews@navy.mil. The "Country Clearance" packages must be received no later than 2:00 P.M. CET on 17 February 2016.

c. Spanish participants in the Site Visit must complete the Request for Work Pass (Attachment B). All Spanish participants must submit the "Request for Work Pass" form via email to Ms. Vanessa Mejias Cabanas at Vanessa.MejiasCab.SP@eu.navy.mil and a copy to philip.mathews@navy.mil. The "Request for Work Pass" (Attachment (B)) form must be received no later than 2:00 P.M. CET on 17 February 2016.

d. PWD Rota will provide a bus for the Site Visit for all participants. The bus will pick up all participants at the Naval Station Rota main gate (Rota Gate), and drop off all participants after the meeting has finished. Contractors must be at the Naval Station Rota main gate (Rota Gate) by 9:30 A.M. CET on 9 March 2016 to pick up the base pass. Ms. Vanessa Mejias Cabanas and/or alternative government representative(s) will be at the main gate to meet Site Visit participants.

3. ELIGIBILITY FOR AWARD

SYSTEM FOR AWARD MANAGEMENT
To be eligible for award, your firm(s) must be registered in the System for Award Management (SAM) database as required as required by FAR 52.204-7, System for Award Management (Jul 2013).

See Section 00100 and the following:

Note that the System for Award Management (SAM) is required for all offerors, including Joint Ventures (JV) (registration must state the NAME of the JV). Offerors not currently registered in SAM must obtain a Dun & Bradstreet (DUNS) number and a CAGE or NCAGE prior to registering in SAM.

All offerors, including JV offerors, must submit with their proposal a DUNS number. In addition to the DUNS number required for JV offerors, JV offerors **must submit with their proposal a DUNS number for each member comprising the JV**. DUNS numbers can be obtained at http://fedgov.dnb.com/webform. The DUNS number is required in order to register in SAM (see above.)

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

(a) U.S. Offerors, including Joint Venture offerors: U.S. offerors must obtain a CAGE Code prior to registering in the SAM database, part of the SAM registration process (see paragraph above.)

4. CERTIFICATE OF CLASSIFICATION

Offerors must hold, at the time of proposal submission, an updated Certificate of Classification issued by the "Registro Oficial deContratistas de Obras" of the "Ministerio de Industria y Energia" that meets or exceed the Groups, Subgroups, and Categories in the following chart.

An official certified copy of the following Certificate of Classification must be included in the proposal package:

ELECTRICAL WORK WITHIN THE SCOPE

Group	Subgroup	Category
C	01	c
C	02	d
C	04	e
C	06	d

I	06	e
J	02	e
J	04	c
K	06	c
K	09	d

In the case of a Joint Venture offeror, at least one member of the Joint Venture must have the required Certificate of Classification. The Joint Venture member who has the Certificate of Classification must perform the majority of the work pertinent to the certification. Certification of Classifications submitted by a subcontractor will not be accepted.

The Certificate of Classification documentation submitted with an offeror's proposal does not have to be translated to English.

Proposals received from firms which do not provide individually or jointly the requisite Certificate of Classification documentation shall be considered non-responsive, and may result in rejection of the offer.

5. 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 capable of explaining the work operations and receiving instructions in the English language. The Contracting Officer shall have the right to determine, without appeal of such decision, whether the proposed representative has sufficient technical and lingual capabilities, and the Contractor shall immediately replace any individual not acceptable to the Contracting Officer.

6. INQUIRIES, PROPOSAL FORMAT AND DUE DATE

All inquiries regarding the Request for Proposal (RFP) shall be submitted electronically to Phil Mathews (Phone (757) 322-8334) by e-mail at philip.mathews@navy.mil. Offerors are requested to use the Pre-Proposal Inquiries submittal Form (Attachment C).

The Government does not intend to respond to inquiries submitted less than 10 days before the proposal receipt date.

Proposals shall be delivered to:

Commander Naval Facilities Engineering Command, Atlantic
Mailroom, ATTN: ACQ34 Phil Mathews
6506 Hampton Blvd
Bldg. A – Room 1105
Norfolk, VA 23508.

All SUBMITTALS SHALL BE RECEIVED NO LATER THAN 2:00 PM (EST), MONDAY, MARCH 28 2016. LATE SUBMITTALS WILL NOT BE CONSIDERED.

Proposals must be clearly marked on the outside of the package with the solicitation number. **ELECTRONIC SUBMISSION OF PROPOSALS WILL NOT BE ACCEPTED.**

SUBMISSION REQUIREMENTS:

Non-Price Factors: Offeror shall submit one (1) original, marked "Original", 2 CDs and four (4) hard copies, each

in a separate binder with the following characteristics:

- 8 ½" x 11" format
- 12 point font
- Include a cover page with Solicitation Number, Solicitation Title, Prime Contractor Name, Address, Phone Number, Fax Number, DUNS, Cage Code, Point of Contact and their phone and email address.
- The non-price proposal should only include information in response to Factors 1, 2, 3, and JV agreement (if applicable). Specific page limitations and Solicitation Submittal Requirements are specified in each Factor.

PAGES THAT EXCEED THE PAGE LIMITATIONS IDENTIFIED IN THE INDIVIDUAL CRITERIA SHALL NOT BE EVALUATED.

Special Joint Venture (JV) Requirements:

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 price proposal in its original language version along with a certified English translation of the notarized JV. The Joint Venture must be formed and valid at the time of submission of the proposal. The validated notarized legal document must include language that each member of the JV will be jointly and severably liable for the performance of the whole contract and will be incorporated into the contract award if award is made to the JV.

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

(a) Name of firms that form the JV and the name of the JV.
(b) Name and title of the corporate officials signing on behalf of each party.
(c) Solicitation number.
(d) Description of the responsibilities in terms of work category for each member (for example: Firm A performing 100% of ___)
(e) The statement "The composition and structure of the JV will remain unchanged from award to one (1) year after the work has been finally inspected and accepted by the Government."
(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.

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

Price:

Offeror shall submit one (1) original, marked "Original", a CD and one (1) hard copy, each in a separate binder with the following:

_ SF-1442 and all amendments (SF 30), signed
_Completed Schedule B – Offerors should submit prices on the provided Schedule B only (Attachment D)
_ Documents establishing the Contractor's responsibility as outlined in the paragraph below
_ Include a cover page with Solicitation Number, Solicitation Title, Prime Contractor Name, Address, Phone Number, Fax Number, DUNS, Cage Code, Point of Contact and their phone and email address.

_The price proposal should only contain information in response to price.

Contractor Responsibility: In accordance with Federal Acquisition Regulation (FAR) 9.1, the Contracting Officer shall award contracts only to responsible vendors. No purchase or award shall be made unless the Contracting Officer makes an affirmative determination of responsibility. To be determined responsible, a prospective contractor must have adequate financial resources to perform the contract, or the ability to obtain them. The Contracting Officer shall require acceptable evidence of the prospective contractor's current sound financial status, as well as the ability to obtain required resources if the need arises. In regard to resources, the contractor must be prepared to present acceptable evidence of subcontracts, commitments or explicit arrangements that will be in existence at the time of contract award, to rent, purchase or otherwise acquire the needed facilities, equipment, services, materials, other resources or personnel. Consideration of a prime contractor's compliance with limitations on subcontracting shall be taken into account for the time period covered by the contract base period or quantities, plus option periods or quantities, if such options are considered when evaluating offers for award. Pursuant to FAR 9.104-4, the Contracting Officer reserves the right to request adequate evidence of responsibility on the part of any prospective subcontractor(s). In the absence of information clearly indicating that the prospective contractor is responsible, the Contracting Officer shall make a determination of non-responsibility. As a minimum requirement, all offerors are requested to submit, as part of the price proposal submissions, the following:

1) Latest three complete fiscal year financial statements for the prime contractor, certified by an independent accounting firm, if practicable, or at least by an authorized officer of the organization (include Balance Sheet and Income Statement).
2) Submit evidence of availability of working/operating capital, which will be used for the performance of the resultant contract. For Joint Venture arrangements, discuss the financial responsibilities among the companies.
3) Point of contact from a bank or any financial institution with which the offeror transacts business.

The Contracting Officer reserves the right to request additional information if needed.

HAND DELIVERIES OF PROPOSALS:

All visitors to the Lafayette River Annex (LRA) who do not have a CAC badge or RAPIDGATE badge must have a background check run by the Naval Station Pass & ID office (Security Department at Commander, Naval Region Mid-Atlantic). Special Note: RAPIDGATE badges must be programmed for access to the Naval Support Activity, Hampton Roads in order to gain access to the LRA.

Visitors who do not have a CAC or RAPIDGATE badge must complete the attached Visitor Access Pass Request form (Attachment E). Visitors must complete and forward the form directly to the following personnel in the NAVFAC Atlantic Security Department via email:

1. Iris Gholston (757) 322-8116 / Email: iris.gholston@navy.mil
2. Steven K. Anderson (757) 322-8115 / Email: steven.k.anderson@navy.mil

Visitors must complete and provide the attached form to the NAVFAC Atlantic Security Department at least 5 working days prior to their scheduled meeting date to allow ample time to process and complete the background check.

Commercial couriers such as FEDEX, DHL or UPS follow the same visitor procedures listed above and they are required to have a background check if they do not have a CAC badge or RAPIDGATE badge. Commercial couriers must also have their vehicle inspected at location listed in the attached LRA commercial vehicle inspection procedures prior to accessing the LRA.

Offerors should check with their intended courier to ensure they have the proper identification credentials to access the LRA.

Temporary visitor passes must be picked up by the approved visitor from the Naval Station Pass and ID Office located at the following address prior to visiting NAVFAC Atlantic on LRA:

Address: Naval Station Pass and ID Office
9040 Hampton Blvd
Norfolk, VA 23505
Telephone Number: 757-322-2975
Hours of Operation: 0600-1700 on Monday through Friday

7. EVALUATION FACTORS FOR AWARD

In making the best value award decision, the government will consider all non-price Factors and price.

1. The solicitation requires the evaluation of price and the following non-price factors:

Factor 1 – Corporate Experience
Factor 2 – Safety
Factor 3 – Past Performance

The distinction between experience and past performance is that experience pertains to the types of work and volume of work completed by a contractor that are comparable to the types of work described under the definition of recent, relevant projects, in terms of size, scope, and complexity. Past performance pertains to both the relevance of recent efforts and how well a contractor has performed on the contracts.

2. The relative order of importance of the non-price evaluation factors is the technical factors (Corporate Experience & Safety) are of equal importance to each other and, when combined are equal in importance to the past performance (performance confidence assessment) factor. When the proposal is evaluated as a whole, the technical factors and past performance (performance confidence assessment) factor combined (i.e., the non-price evaluation factors) are approximately equal to price.

The importance of price will increase if the Offerors' non-price proposals are considered essentially equal in terms of overall quality, or if price is so high as to significantly diminish the value of a non-price proposal's superiority to the Government. Award will be made to the responsible Offeror(s) whose offer conforms to the solicitation and represents the best value to the Government, price and non-price factors considered.

3. Basis of Evaluation and Submittal Requirements for Each Factor.

Factor 1 – Corporate Experience:

(a) Solicitation Submittal Requirements:

The Offeror shall submit the following information:

Submit a maximum of five construction projects that best demonstrate experience on relevant projects. A relevant project is a building with a minimum size of 500 SM, constructed of reinforced concrete and steel, completed within the past 5 years from the date of issuance of this RFP and has a minimum value of 2 million Euros. The contracts may be completed for the U.S. Government or other clients. To ensure a project is considered "complete," the documentation should demonstrate delivery of a final deliverable to the client.

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; rather Offerors should submit the work performed under a task order as a project.

The attached Construction Experience Project Data Sheet (Attachment F) is MANDATORY and SHALL be used to submit project information. Except as specifically requested, the Government will not consider information submitted in addition to this form. Individual blocks on this form may be expanded; however, total length for each project data sheet shall not exceed one (1) double-sided page (or two (2) single-sided pages) 8-1/2" X 11" page size. DUNS numbers for the entity that performed the project shall be noted for the construction projects.

For all submitted projects, the description of the project shall clearly describe the scope of work performed and the relevancy to the project requirements of this RFP. Failure to do so may result in a project being found non-relevant. 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 experience, projects shall be submitted for each Joint Venture partner. Offerors who fail to submit experience for all Joint Venture partners may be rated lower. Offerors are still limited to a total of five (5) projects combined.

If an Offeror is utilizing experience information of affiliates/subsidiaries/parent/LLC/LTD member companies (name is not exactly as stated on the SF1442), the proposal shall clearly demonstrate that the affiliate/subsidiary/parent firm will have meaningful involvement in the performance of the contract for the experience information of the affiliate/subsidiary/parent/LLC/LTD member companies to be considered. The proposal shall state specific commitments of technical resources (e.g. personnel, equipment) that the affiliate/subsidiary/parent/LLC/LTD member companies will commit to the performance of this contract. In particular, the proposal will clearly state the specific commitments of resources of the affiliate/subsidiary/parent/LLC/LTD member that will be located at the worksites and company offices in the city/area of the project. The proposal shall also describe specific roles of the affiliate/subsidiary/ parent/LLC/LTD member companies in terms of the work it will either self-perform or manage on behalf of the Offeror in performance of the contract.

The Offeror may utilize experience of a 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 from the subcontractor and an explanation of the meaningful involvement that the subcontractor will have in performance of this contract. Substitution of subcontractor(s) shall be avoided to the maximum extent possible, and any proposed substitutions shall have verifiable, equivalent experience to the subcontractor being replaced.

(b) Basis of Evaluation:

The basis of evaluation will include the Offeror's demonstrated experience and depth of experience in performing relevant construction as defined in the solicitation submittal requirements. The assessment of the Offeror's relevant experience will be used as a means of evaluating the capability of the Offeror to successfully meet the requirements of the RFP. The Government will only review five projects. Any projects submitted in excess of the five (5) for Construction Experience will not be considered.

Offerors that demonstrate experience with relevant projects contracted with the United States Government may be considered more favorably than offerors who do not demonstrate this experience.

Offerors that demonstrate experience with relevant projects located in Spain may be considered more favorably than offerors who do not demonstrate this experience.

Factor 2 – Safety:

(a) Submittal Requirements:

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

(1) Technical Approach for Safety:

Describe the offeror's technical approach to safety for its employees as well as the plan that the Offeror will implement to evaluate and measure safety performance of potential subcontractors, as a part of the selection process for all levels of subcontractors. Also, describe any innovative methods that the Offeror will employ to ensure and monitor safe work practices at all subcontractor levels. The Safety Narrative shall be limited to three single-sided pages.

(b) Basis of Evaluation:

The Government is seeking to determine that the Offeror has consistently demonstrated a commitment to safety and that the Offeror plans to properly manage and implement safety procedures for itself and its subcontractors. The Government will evaluate the Offeror's overall safety record, the Offeror's plan to select and monitor subcontractors, and any innovative safety methods that the Offeror plans to implement for this procurement. The Government's sources of information for evaluating safety may include, but are not limited to, Government agencies, OSHA, NAVFAC's Facility Accident and Incident Reporting (FAIR) and Contractor Incident Reporting System (CIRS) databases, and other related resources. While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete safety information regarding these submittal requirements rests with the Offeror. The evaluation will collectively consider the Offeror's technical approach to safety and other sources of information available to the Government.

(1) Technical Approach to Safety:

The Government will also evaluate the narrative to determine the degree to which subcontractor safety performance will be considered in the selection of all levels of subcontractors on the upcoming project.

Finally the evaluation of the Offeror's safety narrative will consider any innovations proposed to determine the degree to which they may enhance safety on this procurement. Those Offerors whose plan demonstrates a commitment to hire subcontractors with a culture of safety and who propose innovative methods to enhance a safe working environment may be given greater weight in the evaluation.

Factor 3 – Past Performance:

(a) Solicitation Submittal Requirements:

The Offeror shall submit the following information:

If a completed Construction Contractor Appraisal Support System (CCASS) evaluation is available, it shall be submitted with the proposal for each project included in Factor 1 for construction experience. AN OFFEROR SHALL NOT SUBMIT A PPQ WHEN A COMPLETED CCASS IS AVAILABLE. If there is not a completed CCASS evaluation then the offeror must submit Past Performance Questionnaires (Attachment G) for each project included in Factor 1 for Construction Experience. The Offeror should provide completed Past Performance Questionnaires (PPQ) with the proposal. Offerors shall not incorporate by reference into their proposal PPQs previously submitted for other RFPs. However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation. If the Offeror is unable to obtain a completed PPQ from a client for a project(s) before proposal closing date, the Offeror should complete and submit with the proposal the first page of the PPQ, 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. If the client requests, questionnaires may be submitted directly to the Government's point of contact, Mr. Phil Mathews at philip.mathews@navy.mil.

IMPORTANT: It is the responsibility of the offeror to provide accurate points of contact for each identified contract and current telephone numbers and/or email addresses. Failure to provide requested data, accessible points of contact, or valid phone numbers could result in a firm being considered less qualified.

The Government reserves the right to contact references for verification or additional information. The Government's inability to contact any of the Offeror's references or the references' unwillingness to provide the information requested may affect the Government's evaluation of this factor.

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. Such explanations shall not exceed two (2) double-sided pages (or four (4) single-sided pages) in total. Performance awards or additional information submitted will not be considered.

(b) Basis of Evaluation:

This evaluation focuses on how well the Offeror performed on the relevant projects submitted under Factor 1 – Corporate Experience and past performance on other relevant projects currently documented in known sources. In addition to the above, the Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources including sources outside of the Government. Other sources may include, but are not limited to, past performance information retrieved through the Past Performance Information Retrieval System (PPIRS) using all CAGE/DUNS numbers of Contractors who are part of a partnership or joint venture identified in the Offeror's proposal, inquiries of owner representative(s), Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), and any other known sources not provided by the Offeror.

The Government will consider the currency and relevance of the information, the source of the information, context of the data, and general trends in the Contractor's performance. This evaluation is separate and distinct from the Contracting Officer's responsibility determination. The assessment of the Offeror's past performance will be used as a means of evaluating the Offeror's probability to successfully meet the requirements of the RFP. More relevant past performance will have more influence on the past performance confidence assessment than past performance of lesser relevance. In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance, and will receive an Unknown Confidence rating.

Price:

(a) Solicitation Submittal Requirements:

Offeror shall submit one (1) marked "Original," one (1) copy and one (1) CD, each in a separate three-ring binder with the following:

-SF-1442, signed
-Amendments (SF30s) Acknowledged
-Completed Schedule B, Pricing Form (Attachment D)
-Bid Bond (if applicable)
-Copy of Representation and Certifications from SAM
-Include a cover page with Solicitation Number, Solicitation Title, Prime Contractor Name, Address, Phone Number, Fax Number, DUNS, Cage Code, Point of Contact and their phone and email address.
-Required Contractor Responsibility documentation

(b) Basis of Evaluation:
The Government will evaluate price based on the total price. Total price consists of CLINs 0001-0005 (see Section 00010 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, evaluation of options will not obligate the Government to exercise the option(s).
Analysis will be performed by one or more of the following techniques to ensure a fair and reasonable price:

(i) Comparison of proposed prices received in response to the RFP.
(ii) Comparison of proposed prices with the IGCE.
(iii) Comparison of proposed prices with available historical information.
(iv) Comparison of market survey results.

8. PERFORMANCE GUARANTEE / BOND

This contract requires a Performance Bond in accordance with NFAS 5252.228-9305; however, in lieu of a Performance
Bond, offerors may provide a 10% Performance Guarantee through an approved surety under the United States Treasury Department Circular 570.

Performance Guarantee:

1. The Offeror, whose offer/proposal is accepted, shall provide a notarized letter of performance guarantee within ten (10) days after the contract forms are presented to the offeror for signature. If the offeror fails to provide a performance guarantee within ten (10) days, the contract may be terminated for default. In such event, the Offeror shall be liable for any cost of re-procuring the work which exceeds the amount of his offer.

The letter of performance guarantee shall be accompanied by a notarized document authenticating the financial institution's authority to sign the letter. The letter of performance guarantee shall also be accompanied by an English translation, as needed.

A cashier's check in the amount of ten percent (10%) of the contract price shall be deposited into a properly certified banking institution. The certified banking institution shall then issue an irrevocable letter of performance guarantee which guarantees the payment of the amount deposited plus any applicable interest, to the United States Government, upon demand by the Contracting Officer. The Contracting Officer may demand payment if the Contractor fails to comply with the terms and conditions of the contract, or does not fulfill its undertaking in whole or in part. Payment to the Contracting Officer would be by check made payable to the "United States of America by the U.S. Department of the Navy, Naval Facilities Engineering Command Atlantic."

The performance guarantee shall take effect upon the date of signature of the letter and shall remain valid and irrevocable until one (1) year after the work has been finally inspected and accepted by the Government.

SAMPLE OF LETTER OF PERFORMANCE GUARANTEE ISSUED BY A BANK

The Government will accept as valid a Performance Guarantee conforming to these requirements.

BANK LETTERHEAD

Date _____

To: Contracting Office United States of America

U.S. Department of Navy

Naval Facilities Engineering Command Atlantic

6506 Hampton Blvd

Norfolk VA 23508-1278

Attention: Contracting Officer

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

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

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

(BANK NAME & ADDRESS)	(CONTRACTOR NAME & ADDRESS)
Signed by: _____	Signed by: _____
_____	_____
(Typed name)	(Typed name)
_____	_____
(Title)	(Title)

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

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
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
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2015
52.204-13	System for Award Management Maintenance	JUL 2013
52.204-16	Commercial and Government Entity Code Reporting	JUL 2015
52.204-17	Ownership or Control of Offeror	NOV 2014
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2015
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.210-1	Market Research	APR 2011
52.215-2	Audit and Records--Negotiation	OCT 2010
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	APR 2015
52.222-27	Affirmative Action Compliance Requirements for Construction	APR 2015
52.222-29	Notification Of Visa Denial	APR 2015
52.222-35	Equal Opportunity for Veterans	OCT 2015
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	OCT 2015
52.222-50	Combating Trafficking in Persons	MAR 2015
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 2007
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	MAY 2008
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011

52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.227-4	Patent Indemnity-Construction Contracts	DEC 2007
52.228-2	Additional Bond Security	OCT 1997
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	APR 1984
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-11	Pledges Of Assets	JAN 2012
52.228-12	Prospective Subcontractor Requests for Bonds	MAY 2014
52.228-14	Irrevocable Letter of Credit	NOV 2014
52.229-6	Taxes--Foreign Fixed-Price Contracts	FEB 2013
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 2014
52.232-17	Interest	MAY 2014
52.232-27	Prompt Payment for Construction Contracts	MAY 2014
52.232-35	Designation of Office for Government Receipt of Electronic Funds Transfer Information	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
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
52.236-4	Physical Data	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.236-28	Preparation of Proposals--Construction	OCT 1997
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.242-17	Government Delay Of Work	APR 1984
52.243-4	Changes	JUN 2007
52.244-6	Subcontracts for Commercial Items	OCT 2015
52.245-1 Alt I	Government Property (Apr 2012) Alternate I	APR 2012
52.245-9	Use And Charges	APR 2012
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.247-64	Preference for Privately Owned U.S. - Flag Commercial Vessels	FEB 2006
52.248-3	Value Engineering-Construction	OCT 2015

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
52.252-6	Authorized Deviations In Clauses	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7006	Billing Instructions	OCT 2005
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	SEP 2015
252.204-7015	Disclosure of Information to Litigation Support Contractors	FEB 2014
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.215-7000	Pricing Adjustments	DEC 2012
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.222-7004	Compliance With Spanish Social Security Laws and Regulations	JUN 1997
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7005	Identification Of Expenditures In The United States	JUN 2005
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.225-7041	Correspondence in English	JUN 1997
252.225-7045	Balance of Payments Program--Construction Material Under Trade Agreements--Basic (Oct 2015)	OCT 2015
252.225-7048	Export-Controlled Items	JUN 2013
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7022	Government Rights (Unlimited)	MAR 1979
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7033	Rights in Shop Drawings	APR 1966
252.227-7037	Validation of Restrictive Markings on Technical Data	JUN 2013
252.228-7006	Compliance With Spanish Laws and Insurance	DEC 1998
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.229-7001	Tax Relief	SEP 2014
252.229-7004	Status of Contractors as a Direct Contractor (Spain)	JUN 1997
252.229-7005	Tax Exemptions (Spain)	MAR 2012
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006

252.233-7001	Choice of Law (Overseas)	JUN 1997
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7002	Obstruction of Navigable Waterways	DEC 1991
252.236-7005	Airfield Safety Precautions	DEC 1991
252.236-7006	Cost Limitation	JAN 1997
252.236-7013	Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers	JUN 2013
252.242-7004	Material Management And Accounting System	MAY 2011
252.242-7006	Accounting System Administration	FEB 2012
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	MAR 2015
252.246-7000	Material Inspection And Receiving Report	MAR 2008
252.246-7004	Safety of Facilities, Infrastructure, and Equipment for Military Operations	OCT 2010
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System	MAY 2014
252.247-7002	Revision of Prices	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled--

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)
(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management database via https://www.acquisition.gov.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments--

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by--

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for--

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

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 960 calendar days. 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 $6,151 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

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

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

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.215-1 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)

CLAUSES INCORPORATED BY FULL TEXT

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

(End of provision)

52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (SEP 2010)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Veterans), it has submitted the most recent VETS-100A Report required by that clause.

(End of provision)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (JULY 2013)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term “EFT” refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the System for Award Management (SAM) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the SAM database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the SAM database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the SAM database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the SAM database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular

payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the SAM database.

(End of Clause)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (JULY 2013)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term “EFT” refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the System for Award Management (SAM) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the SAM database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the SAM database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the SAM database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the SAM database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the SAM database.

(End of Clause)

52.233-2 SERVICE OF PROTEST (SEP 2006)

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

NAVFAC Atlantic
6506 Hampton Boulevard
Norfolk, VA 23508-1278
Attn: Lisa Sumpter

(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 20 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)

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) – ALTERNATE I (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 or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been scheduled for--
9 March 2016 at 10:00 AM CET

(c) Participants will meet at--
Naval Station Rota Main Gate (Rota Gate) at 9:30 AM CET

(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 (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 Services (NCIS), Code 21; Telephone DSN 288-9077 or commercial (202) 433-9077.

(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:

Request for Proposal (RFP) in its entirety, all parts and attachments, prepared by NAVFAC Atlantic and provided to offerors throughout the solicitation process. For the purposes of this Solicitation, Offerors should take into consideration all documents provided with this solicitation on NECO/FBO and any revisions made to drawings or specifications by subsequent amendment.

(End of clause)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (APR 2014)

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

"Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

"Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

"Foreign-flag vessel" means any vessel that is not a U.S.-flag vessel.

"Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

"Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

"Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

"U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of foreign-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) If this contract exceeds the simplified acquisition threshold, the Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all foreign-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on foreign-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY

TOTAL_____

(g) If this contract exceeds the simplified acquisition threshold and the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of foreign-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, including subcontracts for commercial items, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (APR 2014)

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

"Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

"Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

"Foreign-flag vessel" means any vessel that is not a U.S.-flag vessel.

"Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

"Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

"Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

"U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of foreign-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) If this contract exceeds the simplified acquisition threshold, the Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all foreign-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on foreign-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY

TOTAL_____

(g) If this contract exceeds the simplified acquisition threshold and the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of foreign-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, including subcontracts for commercial items, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor --

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause; including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties--

(1) In all subcontracts under this contract, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that--

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(End of clause)

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000)

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(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause; including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties--

(1) In all subcontracts under this contract, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that--

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(End of clause)

5252.201-9300 CONTRACTING OFFICER AUTHORITY (JUN 1994)

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

5252.209-9300 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1994)

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

5252.229-9304 TAX RELIEF (JUN 1994)

Price contained in the bids are exclusive of all taxes and duties which the U. S. Government is exempted from by virtue of any tax agreements between the U. S. Government and the Contractor's Government. Relief from Italian taxes and duties for the Prime Contractor only is provided in accordance with an Agreement of 5 March 1952 between the Government of the United States of America and Italy. The Contractor's obligation to pay the tax or duty is not removed by the Agreement; however, the Contractor may obtain relief from certain taxes and duty by contacting the Italian Ministry of Industry. With reference to the value added tax (IVA) which became effective in Italy on 1 January 1973, Article 72 of the IVA implementing decree authorizes an exemption from the total accumulated amount of IVA tax on all goods supplied and services rendered to U. S. military commands, provided, however, that the United States of America shall not be liable for the interest on any such sums accruing to the Contractor under such agreement because of delay or failure on the part of the Italian Government to pay such refunds.

(b) Use of AE 302 forms is hereby authorized. The purpose of the AE 302 procedure is to obtain exemption from taxes and custom duties which the U. S. Government and Government of Italy have agreed shall not be applicable to defense purchases by or on behalf of the U. S. Forces in Italy. Signature on the AE 302 form by an authorized U. S. official only represents certification that the goods and materials imported into Italy are solely for the use of the U. S. Forces; this signature does not and is not intended to alter the other terms and conditions of this contract, including the terms concerning transfer of title of the goods and materials. USE OF THE AE 302 PROCEDURES SHALL NOT BE CAUSE TO ASSERT ANY CLAIM, INCLUDING DELAYS INCIDENT TO OBTAINING U. S. AUTHORIZED OFFICIALS TO CERTIFY THE AE 302 FOR EACH SHIPMENT. (End of Clause)

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;

5252 meet in conference with representatives of the Contracting Office to discuss and develop mutual understandings relative to administration of the overall safety program

5252.236-9305 AVAILABILITY OF UTILITIES (JUN 1994)

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

Electric - Water - Compressed Air

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

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

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

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

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

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

Contractor Availability. The contractor shall maintain a telephone at which he or his representative may be reached 24 hours daily. The telephone shall be listed in the contractor's name. If the contractor does not have a local telephone, he shall maintain a toll free emergency telephone (or accept collect calls from authorized Government personnel) at which he or his representative may be reached at night, weekends and holidays. It is mandatory that the contractor or his representative be available to a toll-free telephone 24 hours per day, seven days per week, including holidays. He shall notify the OIC in writing of the mailing address and telephone number within three days after award of this contract and immediately thereafter in the event of change.

5252.236-9308 INFORMATION CONCERNING COST LIMITATIONS (JUN 1994)

The Navy has available See Section 00100 Instructions to Offerors for the award of this contract. Proposals in excess of this amount will not be considered. Proposers should prepare their proposals so as to permit award at a price within the cost limitation. The Basis of Award is specified in paragraph See Section 00100 Instructions to Offerors.

The type of construction, materials and physical amenities provided for any type unit, including senior officer and flag officers, shall be generally similar to those proposed for any other unit in the project and that the cost per net square foot to the 5 foot line of all units in the project be approximately the same.

5252.236-9310 RECORD DRAWINGS (OCT 2004)

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

5252.242-9300 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 (Ten) 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.

INVOICING PROCEDURES

a. The Contractor shall submit invoices monthly to the Contracting Officer in original and one (1) copy for services provided. Payment will be based on invoices submitted by the Contractor for satisfactory completed work. Invoices will be processed for payment upon verification of work actually performed and receipt of required Contractor submittals. Invoices for the work shall be formatted in accordance with the samples provided in the preconstruction meeting.

Landfill tickets shall be provided with invoices if applicable. The Contracting Officer is required to accept only one invoice per month. The Contracting Officer will discuss invoicing procedures during the pre-construction meeting.

b. An invoice is a written request for payment under the contract, for supplies delivered or for services rendered. In order to be proper, an invoice must include as applicable the following:

(b) Invoice date;

(c) Name of the Contractor;

(d) Contract number (including order number if any), contract line item number, contract description of supplies or services, quantity, contract unit of measure and unit price, and extended total;

(e) Shipment number and date of shipment (bill of lading number and weight of shipment will be shown for shipments on Government bills of landing);

(f) Name and address to which payment is to be sent (which must be the same as that in the contract or on proper notice of assignment);

(g) Name (where practicable), title, phone number and mailing address of person to be notified in event of an improper invoice;

(h) Any other information or documentation required by other provisions of the contract (such as Subcontractor’s invoice report).

CONTRACTOR’S FINAL RELEASE

Before the final payment under this contract is made the Contractor shall complete and submit to the Contracting Officer a “Contractor’s release of claims”.