

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. N3319118R02160002	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 14-Aug-2018	PAGE OF PAGES 1 OF 46
	<b>IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.</b>			

4. CONTRACT NO. N3319118C0216	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
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7. ISSUED BY NAVFAC EUROPE AFRICA SOUTHWEST ASIA VIALE PORTO CAPODICHINO NAPOLI 80144  TEL: 39 081 568 7750 FAX: 39 081 568 7750	CODE N33191	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE  <b>See Item 7</b>  TEL: FAX:
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9. FOR INFORMATION CALL:	A. NAME JASMINE LUCHT	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> +39-081-568-4300
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**SOLICITATION**

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

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

N33191-18-R-0216 Construct Hincesti Fire and Rescue Station, Hincesti, Moldova

Proposals shall be submitted electronically per the instructions in Block 13 and Section 00100.

Please note: The deadline to submit proposals in Central European Summer Time (CEST).

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

11. The Contractor shall begin performance within 10 calendar days and complete it within 540 calendar days after receiving  award,  notice to proceed. This performance period is  mandatory,  negotiable. (See \_\_\_\_\_.)

12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS?  
*(If "YES," indicate within how many calendar days after award in Item 12B.)*

YES  NO

12B. CALENDAR DAYS


13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and \_\_\_\_\_ copies to perform the work required are due at the place specified in Item 8 by 10:00 AM (hour) local time 25 Jun 2018 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee  is,  is not required.

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

D. Offers providing less than \_\_\_\_\_ calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

<b>SOLICITATION, OFFER, AND AWARD (Continued)</b> <i>(Construction, Alteration, or Repair)</i>														
<b>OFFER (Must be fully completed by offeror)</b>														
14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i> PRESTIGIU-AZ SRL SERGIU CIOBANU PADURILOR CHISINAU MD 2092					15. TELEPHONE NO. <i>(Include area code)</i> 373 022 00 95 00									
CODE STE93					FACILITY CODE					16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i>  <b>See Item 14</b>				
										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. <i>(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.)</i>				
AMOUNTS		SEE SCHEDULE OF PRICES												
18. The offeror agrees to furnish any required performance and payment bonds.														
19. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)</i>														
AMENDMENT NO.														
DATE														
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>					20B. SIGNATURE			20C. OFFER DATE						
<b>AWARD (To be completed by Government)</b>														
21. ITEMS ACCEPTED: <b>SEE SCHEDULE</b>														
22. AMOUNT <b>\$449,500.00</b>			23. ACCOUNTING AND APPROPRIATION DATA <b>See Schedule</b>											
24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>				<b>ITEM</b>		25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)								
26. ADMINISTERED BY  <b>See Item 7</b>			CODE		27. PAYMENT WILL BE MADE BY:      CODE      N61240 CBPO EURAFSWA IRAPT PSC 817 BOX 58 FPO AE 09622									
<b>CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE</b>														
<input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return _____ copies to issuing office.)</i> 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.					<input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation, is hereby accepted as to the items listed. This award commutates 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 <i>(Type or print)</i>					31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i> Brian D. Griffin / Contract Specialist									
30B. SIGNATURE			30C. DATE		TEL: +39-081-568-6401		EMAIL: Brian.D.Griffin@eu.navy.mil							
					31B. UNITED STATES OF AMERICA BY 			31C. AWARD DATE 14-Aug-2018						

Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Base-Bid: D-B Hincesti Fire and Rescue FFP The contractor shall provide all labor, supervision, materials, equipment and applicable safety precautions necessary to complete the design and construction of a Fire and Rescue Station for D-B Construct Hincesti Fire and Rescue Station in accordance with the Performance Technical Specifications ~ Attachment 1 to this solicitation. FOB: Destination	1	Each	\$290,000.00	\$290,000.00

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NET AMT \$290,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101	FFP MILSTRIP: 11006286				\$0.00
	ACRN AA CIN: 00000000000000000000000000000000				\$290,000.00

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NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	Each	\$55,000.00	\$55,000.00
EXERCISED OPTION	Option 1: Additional Truck Bay FFP Or Industrial Area				

The contractor shall provide all labor, supervision, materials, equipment and applicable safety precautions necessary to complete the design and construction of an additional truck bay or 100 m<sup>2</sup> of additional industrial area for D-B Construct Hincesti Fire and Rescue Station in accordance with the Performance Technical Specifications ~ Attachment 1 to this solicitation.  
 FOB: Destination

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NET AMT \$55,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000201					\$0.00
	FFP				

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NET AMT \$0.00

ACRN AA \$55,000.00  
 CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Each	\$55,000.00	\$55,000.00
EXERCISED OPTION	Option 2: Additional Truck Bay FFP Or Industrial Area				

The contractor shall provide all labor, supervision, materials, equipment and applicable safety precautions necessary to complete the design and construction of an additional truck bay or 100 m<sup>2</sup> of additional industrial area for D-B Construct Hincesti Fire and Rescue Station in accordance with the Performance Technical Specifications ~ Attachment 1 to this solicitation.  
FOB: Destination

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NET AMT \$55,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000301					\$0.00
	FFP				

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NET AMT \$0.00

ACRN AA \$55,000.00  
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		1	Each	\$49,500.00	\$49,500.00
EXERCISED OPTION	Option 3: Additional Admin Area FFP and Firefighting Areas				

The contractor shall provide all labor, supervision, materials, equipment and applicable safety precautions necessary to complete the design and construction of additional 90 m<sup>2</sup> of administration and firefighting unit areas for D-B Construct Hincesti Fire and Rescue Station in accordance with the Performance Technical Specifications ~ Attachment 1 to this solicitation.  
 FOB: Destination

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NET AMT \$49,500.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000401					\$0.00
	FFP				

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NET AMT \$0.00

ACRN AA \$49,500.00  
 CIN: 00000000000000000000000000000000

**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
000101	N/A	N/A	N/A	N/A

0002	N/A	N/A	N/A	Government
000201	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	Government
000301	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	Government
000401	N/A	N/A	N/A	N/A

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	05-FEB-2020	1	NAVFAC EUROPE AFRICA SOUTHWEST ASIA JASMINE LUCHT PSC 817 BOX 51 FPO AE 09622-0051 +39-081-568-4300 FOB: Destination	N33191
000101	N/A	N/A	N/A	N/A
0002	05-FEB-2020	1	NAVFAC EUROPE AFRICA SOUTHWEST ASIA JASMINE LUCHT PSC 817 BOX 51 FPO AE 09622-0051 +39-081-568-4300 FOB: Destination	N33191
000201	N/A	N/A	N/A	N/A
0003	05-FEB-2020	1	NAVFAC EUROPE AFRICA SOUTHWEST ASIA JASMINE LUCHT PSC 817 BOX 51 FPO AE 09622-0051 +39-081-568-4300 FOB: Destination	N33191
000301	N/A	N/A	N/A	N/A

0004	05-FEB-2020	1	NAVFAC EUROPE AFRICA SOUTHWEST N33191 ASIA JASMINE LUCHT PSC 817 BOX 51 FPO AE 09622-0051 +39-081-568-4300 FOB: Destination	
000401	N/A	N/A	N/A	N/A



Section 00100 - Bidding Schedule/Instructions to Bidders

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

**I. INSTRUCTIONS FOR PREPARATION OF PROPOSALS**

**1. GENERAL**

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

All documents submitted as part of the proposals shall be in English and sent in PDF format via email to the addresses stated above. Submit the Price Proposal and Non-Price Proposal in two separate PDF files. Total size per email shall not exceed 10 megabytes to ensure receipt by U.S. Government email systems.

**2. SITE VISIT**

The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors are urged and expected to inspect the site where the work will be performed. A site visit will not be scheduled. To arrange access to the site, please contact:

\*\*\*\*\*Dorin Trestianu (Mr.)\*\*\*\*\*  
ODC Assistant/Programs Manager  
ODC Chisinau, American Embassy in the  
Republic of Moldova  
Tel: +373 22 281272  
Fax: +373 22 281272  
E-mail: [[dorin.trestianu2.fn@mail.mil](mailto:dorin.trestianu2.fn@mail.mil)]

Alexandr Cerchez  
Project Manager  
Bilateral Affairs Office  
US Embassy, Chisinau  
Republic of Moldova  
Tel: +373 22 281262

**3. AMENDMENTS**

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

**4. INSTRUCTION FOR SUBMITTING PRE-PROPOSAL INQUIRIES**

Offerors who determine that the technical and/or contractual requirements of this RFP require clarification(s) in order to permit submittal of a responsive proposal shall submit all questions in writing. Inquiries shall be submitted using the Pre-Proposal Inquiry (PPI) form provided as Attachment 2, via e-mail to Ms. Jasmine Lucht

at [jasmine.lucht@eu.navy.mil](mailto:jasmine.lucht@eu.navy.mil) with a copy to Ms. Teresa C. Smith, [teresa.smith@eu.navy.mil](mailto:teresa.smith@eu.navy.mil). Receipt will be acknowledged. The PPI shall reference the drawing/detail and/or the specification section, including the paragraph number and include only **one question per form**. Verbal queries will not be entertained. Responses to the PPI will be provided by Amendment and will be posted to NECO, EuroNECO and FBO websites. Pre-proposal questions will be accepted ten (10) calendar days before the proposal due date, any inquiries made after that date may not be answered.

## 5. REQUIRED PROPOSAL DOCUMENTS

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

(a) Price:

(1) Solicitation Submittal Requirements:

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

- The offeror **MUST** complete Blocks 14 through 20c.
- In Block 14 provide a Point of Contact with a valid phone number and email address.
- In Block 14, provide a NATO Commercial and Government Entity (NCAGE) Code, (instructions for registration are provided below).
- In Block 14 provide a Duns and Bradstreet (DUNS) Number- the offeror **MUST** have an active DUNS Number (instructions for registration are provided below).

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

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

- The offeror **MUST** fill in the dollar amount for Contract Line Item Number (CLIN) 0001 through CLIN 0004 on Section 00010 of the SF 1442 in the amount to complete the construction for CLIN 0001 through CLIN 0004 excluding the tax stated in DFARS 252.229-7001 (VAT tax).

- Award will be made in U.S. Dollars; the offeror must have a bank account that is able to accept U.S. Dollars as currency.

- Offerors shall provide their Price Proposal in U.S. Dollars.

- Proposed prices provided in a currency other than U.S. Dollars will be non-responsive and will not be considered for award.

(c) SECTION 00600 - REPRESENTATIONS AND CERTIFICATIONS

- The offeror **MUST sign and submit with the proposal** the Representations and Certifications form provided in Section 00600 of this solicitation.

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

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

(d) SECTION 00700 – CONTRACT CLAUSES

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

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

(2) Basis of Evaluation: The Government will evaluate price based on the total price, exclusive of the Value Added Tax (VAT) in DFARS 252.229-7001.

Total price consists of CLIN 0001 through CLIN 0004. Analysis will be performed by one or more of the following techniques to ensure a fair and reasonable price:

- Comparison of proposed prices received in response to the solicitation.
- Comparison of proposed prices with the Independent Government Estimate.
- Comparison of proposed prices with available historical information.
- Comparison of proposed prices with market survey results.

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

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

(b) Technical Factors:

(1) **Factor 1, Corporate Experience:**

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

- Design and construction of a new building which shall include foundations, structure, plumbing systems, electrical systems, and roofing; (relevant experience **MUST** show experience in both design and construction in order to be considered acceptable for this factor); and
- Demonstrate a similarity in magnitude with a value of at least \$500,000; and
- Performed in the country of Moldova within the last 5 years of the date of issuance of this RFP; and
- Construction must be at least 70% complete at the date of issuance of this RFP.

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

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

projects will be evaluated.

Use the Contract Data Sheet (Attachment 3) to submit projects. In lieu of the Contract Data Sheet, offerors can provide relevant project information documentation separately. Whether submitted on the Contract Data Sheet or as separate documentation, project descriptions for each project shall explain the detailed scope of work performed and the relevancy to the project requirements of this solicitation. For each submitted project, the offeror shall include the contract number, project location, project description, building size, an explanation of - similarity to the current solicitation, dollar value, ending date of the contract, the date the work was completed, and a client point of contact. Offerors must include sufficient information in their proposal to establish the relevancy of their submitted projects.

- All projects submitted that are outside of the specified time period will not be considered relevant.
- Proposals that fail to provide all requested data, an accessible point of contact, or correct phone number and e-mail address may result in the project not being evaluated or the project being found not relevant.
- The total length for each project shall not exceed two (2) pages, single sided, with a minimum font size of twelve (12). If more than two (2) pages are submitted, only the first two (2) pages will be evaluated.
- All submissions shall be in the English language, documents provided in another language will not be evaluated.

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

The offeror may utilize experience of 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 and an explanation of the subcontractor's role in the performance of this contract.

If an offeror is utilizing experience of affiliates/subsidiaries/parent/LLC/LTD member companies (name is not exactly as stated on the SF 1442), the proposal shall clearly demonstrate that the affiliate/subsidiary/parent firm will have meaningful involvement in the performance of the contract in order for the project of the affiliate/subsidiary/parent/LLC/LTD member companies to be considered. The proposal shall state the specific commitments of technical resources (e.g. personnel, equipment that the affiliate/subsidiary/parent/LLC/LTD member companies 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/are 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.

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

1. Design and construction of a new building which shall include foundations, structure, plumbing systems, electrical systems, and roofing; (relevant experience **MUST** show experience in both design and construction in order to be considered acceptable for this factor); and
2. Demonstrate a similarity in magnitude with a value of at least \$500,000; and
3. Performed in the country of Moldova within the last 5 years of the date of issuance of this RFP; and
4. Construction must be at least 70% complete at the date of issuance of this RFP.

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

(2) **Factor 2, Safety:**

***Solicitation Submittal Requirements:*** The offeror **MUST** provide a **SIGNED** copy of the Safety Checklist Form (Attachment 4). By signing this form the contractor is verifying that if awarded the contract they will comply with the safety regulations, provide a safety plan, a competent employee in accordance with EM 385-1-1 and provide all Personal Protective Equipment (PPE) to their employees.

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

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

(c) Past Performance

(1) **Factor 3, Past Performance:**

(i) ***Solicitation Submittal Requirements:***

The offeror shall provide a past performance evaluation for each project submitted under Factor 1 – Corporate Experience. If a completed Contractor Performance Assessment Reporting System (CPARS) or DD Form 2626 Performance Evaluation (Construction) is available, it shall be submitted with the proposal. If there is not a completed evaluation then the offeror shall submit Past Performance Questionnaire (Attachment 5) for each project included in Factor 1 – Corporate Experience.

If a Past Performance Questionnaire (PPQ) is submitted, ensure correct phone numbers and email addresses are provided for the client point of contact. Past Performance Questionnaires must be completed by the customer(s) of the project(s) submitted under Factor 1.

If the evaluation is in other than English, provide a translation of the evaluation into English. Documents provided in a language other than English, without an English translation will not be evaluated.

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

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

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

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

Performance awards or additional information submitted will not be considered.

**(ii) Basis of Evaluation:**

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

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

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

In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance. Therefore, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability “unknown” shall be considered “acceptable”.

## **II. BASIS FOR AWARD**

1. The Government reserves the right to eliminate from consideration for award any or all offers at any time prior to award of the contract; to negotiate with offerors in the competitive range; and to award the contract to the offeror submitting the lowest priced, technically acceptable offer.
2. As stated in the solicitation, the Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. In addition, 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.
3. The LPTA process is selected as appropriate for this acquisition because the best value is expected to result from selection of the technically acceptable proposal with the lowest evaluated price.
4. An overall non-price factors rating must be at least “ACCEPTABLE” in order to be eligible for award. An “UNACCEPTABLE” rating in any factor results in the overall non-price factors proposal being rated “UNACCEPTABLE” unless corrected through discussions. An overall non-price factors rating of “UNACCEPTABLE” makes a proposal ineligible for award.

## **III. REQUIREMENTS FOR OFFERORS**

Data Universal Numbering System (DUNS), NATO Commercial and Governmental Entity (NCAGE) Code and

## System for Award Management (SAM) REGISTRATION

It is the responsibility of the offeror to comply and register. If you currently do not have a DUNS, NCAGE, or SAM registration, information is provided below to assist you.

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

#### **DUNS:**

Please take these steps to receive a DUNS number:

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

#### **SAM:**

To create an account and access SAM as a new user:

1. Go to <https://www.sam.gov>
2. Click on "Create User Account"
3. Complete the requested information, and then click "Submit/Create."
4. Select "Individual User Account."
5. You will receive an email confirming you have created a user account in SAM. You can now register an entity, search For Official Use Only (FOUO) information, and (if you are a designated government official) enter exclusions into the system.

To register in SAM as an entity:

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

Required information for SAM registration:

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

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

### **ENGLISH SPEAKING REPRESENTATIVE**

At all times when any performance of the work at the site is being conducted by any employee of the Contractor, the Contractor shall have a representative present on the site that is capable of explaining the work operations

and receiving instruction in the English language. The Contracting Officer shall have the right to determine without appeal of such decision, whether the proposed representative has sufficient technical and lingual capabilities and the Contactor shall immediately replace any individual not acceptable to the Contracting Officer.

## 2. JOINT VENTURE REQUIREMENTS

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

- (a) Name of firms that form the Joint Venture and the name of the Joint Venture
- (b) Name and title of the corporate officials signing in behalf of each party
- (c) Solicitation number
- (d) Description of the responsibilities in terms of work category for each partner
- (e) The statement "The composition and structure of the Joint Venture will remain unchanged from award to one (1) year after the work has been finally inspected and accepted by the Government."
- (f) Date of issuance of the agreement and notarized signature of the corporate officials signing in behalf of each party.
- (g) Statement under oath stating that the Joint Venture(JV) is in compliance at the time of proposal submission with all applicable laws, rules, and regulations. This statement **MUST** be signed under oath by all members comprising the Joint Venture.

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

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

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

Offerors are responsible for acquiring any required professional certifications (licensing) as required by the country where the work is to be performed.

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

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

## IV. ATTACHMENTS

- Attachment 1: Statement of Work (SOW) and Drawings
- Attachment 2 : Pre-Proposal Inquiry Form
- Attachment 3: Construction & Design Contract Data Sheet
- Attachment 4: Safety Checklist Form



Attachment 5: Past Performance Questionnaire  
Attachment 6: Submittals Checklist

**\*\*PLEASE RE-READ AND FOLLOW ALL INSTRUCTIONS  
PLEASE SEE CHECKLIST TO ENSURE YOU HAVE  
PROVIDED ALL REQUIRED SUBMITTALS\*\***

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

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

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

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

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

(i) The solicitation number;

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

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

item;

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

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

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

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

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

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

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

(3) It is the only proposal received.

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

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

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

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

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

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

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

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

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

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

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

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

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

(f) Contract award.

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

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

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

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

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

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

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

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced

between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

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

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

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

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

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

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

(iv) A summary of the rationale for award.

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

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

(End of provision)

## CLAUSES INCORPORATED BY FULL TEXT

### 52.236-28 PREPARATION OF PROPOSALS--CONSTRUCTION (OCT 1997)

(a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including--

(1) Lump sum price;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words "no

proposal” in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

(End of provision)

## Section 00600 - Representations &amp; Certifications

CERTIFICATION**CERTIFICATION REGARDING ACCEPTANCE OF SPECIFIC PROVISIONS OF THE CONTRACT**

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

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

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

52.209-5 Certification Regarding Responsibility Matters (Apr 2010)

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor Signature

**CLAUSES INCORPORATED BY REFERENCE**

52.203-2	Certificate Of Independent Price Determination	APR 1985
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	NOV 2015
52.222-38	Compliance With Veterans' Employment Reporting Requirements	FEB 2016
52.225-20	Prohibition on Conducting Restricted Business Operations in Sudan--Certification	AUG 2009
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	OCT 2015

**CLAUSES INCORPORATED BY FULL TEXT**

## 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (NOV 2017)

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

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

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

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

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

(  ) Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

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

- (vi) 52.209-2; Prohibition on Contracting with Inverted Domestic Corporations--Representation.
- (vii) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (viii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (ix) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (x) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (xi) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (xii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xiii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xiv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xvi) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xvii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
- (xviii) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals--Representation. This provision applies to solicitations that include the clause at 52.204-7.)
- (xix) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xx) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.
- (A) If the acquisition value is less than \$25,000, the basic provision applies.



- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$77,533, the provision with its Alternate II applies.
- (D) If the acquisition value is \$77,533 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xxi) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xxii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.
- (xxiii) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.
- (xxiv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

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

[Contracting Officer check as appropriate.]

- (i) 52.204-17, Ownership or Control of Offeror.
- (ii) 52.204-20, Predecessor of Offeror.
- (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
- (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.
- (v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.
- (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
- (vii) 52.227-6, Royalty Information.
  - (A) Basic.
  - (B) Alternate I.
- (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this

solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

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

(End of provision)

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.; and

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principal, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_ (iii) 252.225-7020, Trade Agreements Certificate.

\_\_\_ Use with Alternate I.

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

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

\_\_\_ Use with Alternate I.

\_\_\_ Use with Alternate II.

\_\_\_ Use with Alternate III.

\_\_\_ Use with Alternate IV.

\_\_\_ Use with Alternate V.

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

FAR/DFARS Clause #	Title	Date	Change

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

(End of provision)

252.213-7000 NOTICE TO PROSPECTIVE SUPPLIERS ON USE OF SUPPLIER PERFORMANCE RISK SYSTEM IN PAST PERFORMANCE EVALUATIONS (MAR 2018)

(a) The Supplier Performance Risk System (SPSR) application (<https://www.ppirssrng.csd.disa.mil/>) will be used in the evaluation of suppliers' past performance in accordance with DFARS 213.106-2(b)(i).

(b) SPRS collects quality and delivery data on previously awarded contracts and orders from existing Department of Defense reporting systems to classify each supplier's performance history by Federal supply class (FSC) and product or service code (PSC). The SPRS application provides the contracting officer quantifiable past performance information regarding a supplier's quality and delivery performance for the FSC and PSC of the supplies being purchased.

(c) The quality and delivery classifications identified for a supplier in SPRS will be used by the contracting officer to evaluate a supplier's past performance in conjunction with the supplier's references (if requested) and other provisions of this solicitation under the past performance evaluation factor. The Government reserves the right to award to the supplier whose quotation or offer represents the best value to the Government.

(d) SPRS classifications are generated monthly for each contractor and can be reviewed by following the access instructions in the SPRS User's Manual found at [https://www.ppirssrng.csd.disa.mil/pdf/PPIRS-SR\\_UserMan.pdf](https://www.ppirssrng.csd.disa.mil/pdf/PPIRS-SR_UserMan.pdf). Contractors are granted access to SPRS for their own classifications only. Suppliers are encouraged to review their own classifications, the SPRS reporting procedures and classification methodology detailed in the SPRS User's Manual, and SPRS Evaluation Criteria available from the references at [https://www.ppirssrng.csd.disa.mil/pdf/SPRS\\_DataEvaluationCriteria.pdf](https://www.ppirssrng.csd.disa.mil/pdf/SPRS_DataEvaluationCriteria.pdf). The method to challenge a rating generated by SPRS is provided in the User's Manual.

(End of provision)

## Section 00700 - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-2	Certificate Of Independent Price Determination	APR 1985
52.203-3	Gratuities	APR 1984
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
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	OCT 2016
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2016
52.204-13	System for Award Management Maintenance	OCT 2016
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
52.211-13	Time Extensions	SEP 2000
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-2	Audit and Records--Negotiation	OCT 2010
52.217-5	Evaluation Of Options	JUL 1990
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-50 Alt I	Combating Trafficking in Persons (MAR 2015) Alternate I	MAR 2015
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
52.228-3	Worker's Compensation Insurance (Defense Base Act)	JUL 2014
52.229-6	Taxes--Foreign Fixed-Price Contracts	FEB 2013
52.232-17	Interest	MAY 2014
52.232-27	Prompt Payment for Construction Contracts	JAN 2017
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013

52.232-34	Payment By Electronic Funds Transfer--Other Than System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-2	Differing Site Conditions	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-26	Preconstruction Conference	FEB 1995
52.236-27	Site Visit (Construction)	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	JUN 2007
52.243-5	Changes and Changed Conditions	APR 1984
52.244-6	Subcontracts for Commercial Items	NOV 2017
52.246-1	Contractor Inspection Requirements	APR 1984
52.246-12	Inspection of Construction	AUG 1996
52.246-13	Inspection--Dismantling, Demolition, or Removal of Improvements	AUG 1996
52.247-21	Contractor Liability for Personal Injury and/or Property Damage	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.248-3	Value Engineering--Construction	OCT 2015
52.249-2 Alt II	Termination For Convenience Of The Government (Fixed Price) (Apr 2012) - Alternate II	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-0001	Line Item Specific: Single Funding	SEP 2009
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
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
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
252.225-7048	Export-Controlled Items	JUN 2013
252.227-7022	Government Rights (Unlimited)	MAR 1979
252.227-7023	Drawings and Other Data to become Property of Government	MAR 1979

252.227-7033	Rights in Shop Drawings	APR 1966
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.232-7011	Payments in Support of Emergencies and Contingency Operations	MAY 2013
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.247-7023	Transportation of Supplies by Sea	APR 2014
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

## CLAUSES INCORPORATED BY FULL TEXT

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

The Contractor shall be required to (a) commence work under this contract within **10 calendar days after award of the contract**, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **540 days** from date of award. The time stated for completion shall include final cleanup of the premises.

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

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

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

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

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

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

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written



notice to the Contractor within 180 days from date of contract award. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

#### 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (OCT 2014)

(a) Definitions. See 13 CFR 125.6(e) for definitions of terms used in paragraph (d).

(b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) When the two highest rated offerors are a HUBZone small business concern and a large business, and the evaluated offer of the HUBZone small business concern is equal to the evaluated offer of the large business after considering the price evaluation preference, award will be made to the HUBZone small business concern.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraphs (d) and (e) of this clause do not apply if the offeror has waived the evaluation preference.

\_\_\_ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction. (i) At least 15 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns; or

(4) Construction by special trade contractors. (i) At least 25 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns.

(e) A HUBZone joint venture agrees that the aggregate of the HUBZone small business concerns to the joint venture, not each concern separately, will perform the applicable percentage of work requirements.

(f)(1) When the total value of the contract exceeds \$25,000, a HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business concern manufacturers.

(2) When the total value of the contract is equal to or less than \$25,000, a HUBZone small business concern nonmanufacturer may provide end items manufactured by other than a HUBZone small business concern manufacturer provided the end items are produced or manufactured in the United States.

(3) Paragraphs (f)(1) and (f)(2) of this section do not apply in connection with construction or service contracts.

(g) Notice. The HUBZone small business offeror acknowledges that a prospective HUBZone awardee must be a HUBZone small business concern at the time of award of this contract. The HUBZone offeror shall provide the Contracting Officer a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award

that could affect its HUBZone eligibility. If the apparently successful HUBZone offeror is not a HUBZone small business concern at the time of award of this contract, the Contracting Officer will proceed to award to the next otherwise successful HUBZone small business concern or other offeror.

(End of clause)

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

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

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

(c) Designated Office:

Name:

Jasmine A. Lucht

Mailing Address:

NAVFAC EURAFSWA  
VIALE PORTO BOX 51  
AEROPORTO, CAPODICHINO  
80144 NAPOLI, ITALIA

Telephone Number:

[0039-081-5684300](tel:0039-081-5684300)

Person to Contact:

[Jasmine A. Lucht](mailto:Jasmine.A.Lucht)

Electronic Address:

[Jasmine.Lucht@eu.navy.mil](mailto:Jasmine.Lucht@eu.navy.mil)

(End of clause)

52.233-1 DISPUTES. (MAY 2014)

(a) This contract is subject to 41 U.S.C. chapter 71, Contract Disputes.

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

#### 52.233-2 SERVICE OF PROTEST (SEP 2006)

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

NAVFAC EURAFSWA  
VIALE PORTO BOX 51  
AEROPORTO, CAPODICHINO  
80144 NAPOLI, ITALIA

ATTN: TERESA SMITH  
EMAIL: TERESA.SMITH@EU.NAVY.MIL

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

(End of provision)

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

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

(End of clause)

#### 52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to

- (1) conditions bearing upon transportation, disposal, handling, and storage of materials;
- (2) the availability of labor, water, electric power, and roads;
- (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site;

(4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

(End of clause)

#### 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)

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

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

"acceptable", "satisfactory", or words of like import shall mean "approved by," or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

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

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

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

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

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor.

(End of clause)

#### 52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)

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

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

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

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

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

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

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

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

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

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

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

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

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

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

(End of clause)

#### 52.252-2 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 Unit \(NCIS\)](#).

(End of clause)

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

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

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

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

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

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

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

(ii) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

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

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site



preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Cost of components” means--

- (i) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- ii) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

“Domestic construction material” means--

- (i) An unmanufactured construction material mined or produced in the United States; or
- (ii) A construction material manufactured in the United States, if--
  - (A) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or
  - (B) The construction material is a COTS item.

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

(b) Domestic preference. This clause implements the Balance of Payments Program by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except for—

- (1) Construction material valued at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation;
- (2) Information technology that is a commercial item; or
- (3) The construction material or components listed by the Government as follows:

NONE

(End of clause)

#### 252.229-7001 TAX RELIEF (SEPT 2014)

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

NAME OF TAX: Value Added Tax (VAT)	RATE (PERCENTAGE): 20%
------------------------------------	------------------------

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

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

(End of clause)

#### 252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

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

(b) The Contractor shall--

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

(c) In general--

- (1) Large-scale drawings shall govern small-scale drawings; and
  - (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.
- (d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

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

[Attachment 1: Performance Technical Statement](#)

(End of clause)

#### 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2012)

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

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

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

-----  
(Official's Name)

-----  
(Title)

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

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

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

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

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

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

5252.209-9300 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1994)

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

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

The engineer or architect signing the drawings must be registered in the country of record for the Architect-Engineer company or the country of the proposed construction -- as a Professional Engineer (P.E.) or

Registered Architect (R.A.). In addition, the drawings shall be signed by a responsible person of corporate status in the Architect-Engineer firm and stamped with his/her registration seal when the seal is authorized by the country where the project is to be constructed.

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

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

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

5252.242-9305 PRE-PERFORMANCE CONFERENCE (JUL 1995 )

Within 10 days of contract award, prior to commencement of the work, the Contractor will meet in conference with representatives of the Contracting Officer, at a time to be determined by the Contracting Officer, to discuss and develop mutual understanding relative to scheduling and administering work.

## Section 00800 - Special Contract Requirements

INVOICING INSTRUCTIONS  
CONTRACT ADMINISTRATION

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

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

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

- (1) Name and address of the Contractor;
- (2) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of submitting the invoice);
- (3) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number (CLIN));
- (4) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed;
- (5) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment);
- (6) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice;
- (7) Any other information or documentation required by other provisions of the contract:  
Schedule of Prices –

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

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

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

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

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

## CONTRACTOR'S FINAL RELEASE OF CLAIM

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

ACCOUNTING AND APPROPRIATION DATA

AA: 1780819 6801 253      021001 2D 000000  
COST CODE: 11006286  
AMOUNT: \$449,500.00

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	000101	00000000000000000000000000000000	\$290,000.00
	000201	00000000000000000000000000000000	\$55,000.00
	000301	00000000000000000000000000000000	\$55,000.00
	000401	00000000000000000000000000000000	\$49,500.00

**PROCES-VERBAL**  
**PRELIMINAR DE RECEPȚIE LA TERMINAREA LUCRĂRILOR**

nr. <sup>02/11-57</sup> ~~781~~ din " 17 " iunie 2020

privind lucrarea: **Construcția Unității salvatori și pompieri Hîncești a DSE Hîncești**, executată la obiectul din **str. M. Hîncu, \_\_\_\_\_, or. Hîncești** în cadrul contractului nr. **N33191/17/R/1609** din **15 septembrie 2019** încheiat între **Departamentul Militar al Guvernului SUA și SRL „Prestigiu - Az”** pentru lucrările de **Construcție a remizei salvatori și pompieri Taraclia a DSE mun. Cahul**.

1. Lucrările au fost executate în baza autorizației nr. **03**, eliberată de **Primăria mun. Hîncești** la **12 februarie 2019**, cu valabilitatea până la: **12 august 2021**.

2. Comisia de recepție și-a desfășurat activitatea în intervalul: **18 mai 2020 – 17 iunie 2020**, fiind formată din:

**Președintele comisiei:**

**Alexandru Botnari**

*Primarul mun. Hîncești;*

**Membrii comisiei:**

**Ion Petrușan**

*Șef interimar al DSE Hîncești al IGSU*

**Dumitru Vieru**

*Șef interimar a SCSSS a DGP al IGSU*

**Maria Armencea**

*Șef interimar al SF a DSE Hîncești al IGSU*

3. Au mai participat la recepție:

**Sergiu Ciobanu**

*Director al SRL „Prestigiu - Az”*

**Vlad Golban**

*Șef adjunct a DSE mun. Chișinău ;*

4. Constatările comisiei de recepție:

1) din documentația scrisă și desenată, care trebuia prezentată, au lipsit sau sînt incomplete piesele cuprinse în lista-anexă nr. 1;

2) lucrările cuprinse în lista-anexă nr. 2 nu au fost executate;

3) în lucrările, cuprinse în lista-anexă nr. 3, nu s-au respectat prevederile proiectului.

5. Comisia de recepție, în urma constatărilor făcute, propune:

**Se acceptă recepția la terminarea lucrărilor**

6. Comisia de recepție motivează propunerea făcută prin:

**Examinarea construcției de către comisie.**

7. Comisia de recepție recomandă următoarele:

**Se recomandă recepția la terminarea lucrărilor cu înlăturarea neconformităților reflectate în anexele nr. 1, 2, 3 în termen de 30 zile.**

7<sup>1</sup>. Descrierea obiectului recomandat spre recepție:

Obiectul cu numărul cadastral: **53012041417**, adresa poștală: **mun. Hîncești, str. M. Hîncu, \_\_\_\_\_**, destinația: **Unitatea salvatori și pompieri**, compus din următoarele construcții: suprafața la sol – \_\_\_\_\_ **m<sup>2</sup>**, suprafața interioară a clădirii – \_\_\_\_\_ **m<sup>2</sup>**, numărul de etaje: **bloc**

adnistrativ P + E, conform certificatului despre rezultatele inspectării bunului imobil nr. \_\_\_\_\_ din \_\_\_\_\_, anexat la prezentul proces verbal.

8. Prezentul proces-verbal, conținând 1 file și 4 anexe numerotate, cu un total de 6 file, a fost încheiat astăzi “ \_\_\_\_\_ ” iunie 2020 în 4 exemplare.

**Comisia de recepție:**

**Președinte:**

**Membri:**



*Alexandru Botnari*

*Ion Petrușan*

*Dumitru Vieru*

*Maria Armencea*

*Vlad Golban*

*Sergiu Ciobanu*



10. Lucrarea “*Construcția Unității salvatori și pompieri Hîncești a DSE Hîncești*” pe terenul cu destinație pentru construcții cu nr. cadastral 53012041417, cu suprafața de \_\_\_\_\_ ha, amplasat pe str. M. Hîncu, \_\_\_\_\_, mun. Hîncești este recepționată.

**TRANSMISĂ:**

**EXECUTANTUL:**

*SRL „Prestigiu - Az”*

*Sergiu Ciobanu*

“ 17 ” 07 2020



**PRIMITĂ:**

**INVESTITORUL:**

*Șef interimar a DSE Hîncești*

*Ion Petrușan*



” 17 ” \_\_\_\_\_ 2020

L.Ș.



## LISTA

### lista documentației scrise și desenate care lipsește

1. De completat cartea tehnică (certIFICATE de calitate, de conformitate, rezultatele de laborator);
2. De prezentat documentația de recepție finală a instalației electrice (declarația electricianului autorizat, raportul tehnic a instalațiilor electrice, actele latente ș.a)
3. De prezentat documentația de recepție finală a instalației de semnalizare și avertizare a incendiilor (actul de recepție finală, certificatele de conformitate ș.a);

*Director SRL „Prestigiu – Az”*

*Responsabil tehnic*

*Șef interimar al DSE Hîncești*



*Sergiu Ciobanu*

*Vlad Golban*

*Ion Petrușan*

## LISTA

### lista lucrărilor care nu au fost executate

1. Nu sunt instalate ventilatoarele în spălători și GTS boxe;
2. Nu este instalat compresorul;
3. Nu este instalat generatorul;
4. Nu este instalată scara de tip SR de acces pe acoperiș;
5. Nu este instalată perila la scara din turn și rampa în jurul golurilor;
6. Nu este instalată ușa la intrare în turn
7. Nu sunt instalate porțile pe terenul de fotbal.

*Director SRL „Prestigiu – Az”*

*Responsabil tehnic*

*Șef interimar al DSE Hîncești*



*Sergiu Ciobanu*

*Vlad Golban*

*Ion Petrușan*

**LISTA**  
**lista observațiilor comisiei de recepție și a lucrărilor care nu**  
**au respectat prevederile proiectului**

1. De conectat nota în canalele din ventilare;
2. De instalat robinetul la lavuar în bucătărie;
3. De conectat sistemul de apeduct și canalizare în bucătărie;
4. De schimbat teracotele deteriorate de pe suprafața pereților din box și spălătorie ;
5. De scimbat geamurile la ușile rolete;
6. De instalat robinetele la arcomprimat în boxe;
7. De eliminat fisurile și petele de pe suprafața pereților;
8. De instalat perdele în camerele de duș;
9. De amplasat instrucțiunile în cutiile de distribuire cu energie electrică și numerotarea panourilor;
10. De efectuat verificarea sistemii de apeduct și conexiunile în GTS;
11. De refăcut pereul în spatele clădirii;
12. De eliminat zgîrîeturile de pe suprafața fațadei placat cu compozit de aluminiu;

*Director SRL „Prestigiu – Az”*

*Responsabil tehnic*

*Șef interimar al DSE Hîncești*



*Sergiu Ciobanu*

*Vlad Golban*

*Ion Petrușan*