



**SOLICITATION
SGE500-16-R-0094**

**RENOVATION & REPAIR OF SHOWER
AND REST ROOMS PROJECT**

**COB G&H WINGS
AMERICAN CONSULATE GENERAL
FRANKFURT, GERMANY**

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. SGE50016R0094	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 08/01/2016	RATING
	IMPORTANT -The "offer" section on the reverse must be fully completed by offeror.			

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
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7. ISSUED BY AMERICAN CONSULATE GENERAL FRANKFURT GIESSENER STRASSE 30 ATTN: RPSO FRANKFURT, 60435 GERMANY	CODE FRANK	8. ADDRESS OFFER TO AMERICAN CONSULATE GENERAL FRANKFURT GIESSENER STRASSE 30 ATTN: RPSO FRANKFURT, 60435 GERMANY
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9. FOR INFORMATION EMAIL:	a. NAME Hannelore Godecki	b. TELEPHONE NO. (Include area code)(NO COLLECT CALLS)	c. EMAIL godeckih@state.gov
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SOLICITATION

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

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

Sections: A through M, as provided in the following pages.

11. The Contractor shall begin performance within _____ calendar days and complete it within _____ calendar days after receiving <input checked="" type="checkbox"/> award, <input type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory <input type="checkbox"/> negotiable. (See ___)
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12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12b). <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	12b. CALENDAR DAYS
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and **2** copies to perform the work required are due at the place specified in item 8 by **16:00 (hours)** local time **Friday, September 16, 2016**. If this is a sealed bid solicitation, offers will 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.

OFFER (Must be fully completed by offeror)

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

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

AMOUNTS

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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NO.									
DATE.									

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20b. SIGNATURE	20c. OFFER DATE
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AWARD (To be completed by Government)

21. ITEMS ACCEPTED

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
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24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM	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) ()
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26. ADMINISTERED BY	27. PAYMENT WILL BE MADE BY
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CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office) Contractor agrees to furnish and deliver all items or perform all work requirements 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 incorporated by reference in or attached to this contract.	<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
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30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)	31a. NAME OF CONTRACTING OFFICER (Type or print) David A. Cubitt
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30b. SIGNATURE	30c. DATE	31b. UNITED STATES OF AMERICA BY	31c. DATE
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Line Item Summary	Solicitation Number: SGE50016R0094	Contract Number:	Title: FRA - FAC Rest room and shower room renovation	Date of Solicitation: 08/16/2016	
Line Item No.	Description	Quantity	Unit	Unit Price	Total Cost
001	Renovation Men Restroom (H-Wing, 2nd floor - H214) Doc Ref No: Delivery Date FOB:	0.00	LT		
002	Renovation Women Restroom (H-Wing, 2nd floor - H216) Doc Ref No: Delivery Date FOB:	0.00	LT		
003	Renovation and repair of Men Shower and Restroom (G-Wing 008) Doc Ref No: Delivery Date FOB:	0.00	LT		
004	Renovation and repair of Women Shower and Restroom (G-Wing 011) Doc Ref No: Delivery Date FOB:	0.00	LT		

Identifier	Title	Date	Number of Pages
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SECTION A - SOLICITATION / CONTRACT FORM

A.1 SOLICITATION

The American Consulate General, Frankfurt, Germany hereby provides the following Solicitation for a **Request for Proposal (RFP)** for the **Renovation and Repair of Shower and Restrooms at the Consulate Office Building (COB)**. All interested offerors shall review this Solicitation and submit proposals which conform to the requirement and delivery terms.

A.2 CONTRACT FORM

Standard Form SF-1442, Solicitation # SGE50016R0094he

SECTION B - SUPPLIES AND/OR SERVICES AND PRICES

B.1 OVERVIEW

The contractor shall provide all materials, equipment, labor and construction services for the renovation and repair of Shower and Restrooms at the U.S. Consulate Office Building (COB), Giessener Strasse 30, 60435 Frankfurt, Germany, in accordance with the specifications / Statement of Work in sub-section C.2 and all other documents incorporated in this contract. The contractor is to perform the services in accordance with the terms and conditions of this solicitation, and in strict conformance with the contract clauses and any special conditions contained herein.

Overview: The contractor shall perform the following work:

- a. Demolition of old shower and restrooms
- b. Disposal of the old installation and restroom appliances

- c. Installation of new shower and restroom appliances
- d. Installation of dividing/partition walls
- e. Tiling of new floor- and wall tiles
- f. Installation of hot water heater

B.2 TYPE OF CONTRACT

This is a firm fixed-price contract payable entirely in the currency indicated by the Contractor on Attachment J2 Pricing Schedule. No additional sums will be payable on account of any escalation in the cost of materials, equipment or labor, or because of the Contractor's failure to properly estimate or accurately predict the cost or difficulty of achieving the results required by this contract. Nor will the contract price be adjusted on account of fluctuations in the currency exchange rates. Changes in the contract price or time to complete will be made only due to changes made by the Government in the work to be performed, or by delays caused by the Government (see Sub-Section F.12, Excusable Delays) as determined and approved by the Contracting Officer.

B.3 CONTRACT PRICING

The Contractor shall complete all work, including furnishing all labor, material, equipment and services, unless otherwise specified herein, required under this contract for the firm fixed-price indicated on Attachment 'A' and within the time specified herein. This price shall include all labor, materials, and profit. Any costs not priced will be considered to be included in the overhead and other indirect costs.

If applicable, the contractor shall also include separate pricing information for Value Added Tax. This item shall be separate reimbursable item (see Attachment 'A').

B.4 VALUE ADDED TAX (VAT)

If applicable, the contractor shall be responsible for paying to the appropriate authority, the applicable rate of Value Added tax. Offerors shall identify Value Added Tax (VAT) as a separate line item on Attachment 'A'. The VAT shall also be reflected as a separate cost item on all invoices submitted under the resulting contract. The Contractor will be reimbursed for VAT only to the extent the contractor provides documentary proof that VAT has been paid to the host government. Any refund of VAT to the contractor shall be paid over to the Government to the extent the Government reimbursed the contractor for the VAT payment.

B.5 DEFENSE BASE ACT (DBA) INSURANCE

DBA insurance may be required in accordance with FAR clauses 52.228-3 and 52.228-4 contained in section I. DOSAR Clause 652.228-70 contained in section K assists the contractor in determining the need for DBA insurance or other coverage. DBA Insurance may be obtained from any U.S. Department of Labor authorized DBA insurance broker. DBA insurance cost will be evaluated as part of the total evaluated fixed price and included in the fixed price of the contract.

B.6 COST OF MATERIALS / EQUIPMENT

The cost of any materials or equipment required in conjunction with the services rendered herein shall be included in the proposed firm fixed-price.

B.7 ABBREVIATIONS

CLIN	- Contract Line Item Number
QTY	- Quantity
NET PRICE	- Contract Amount without Value Added Tax or DBA
FAR	- Federal Acquisition Regulations
DOSAR	- Department of State Acquisition Regulations

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

C.1 PROJECT NAME/LOCATION

Project Identification: Rest and Shower Room Renovation at the U.S. Consulate General in Frankfurt, Germany.

C.2 PROJECT DESCRIPTION

The project consists of the renovation of two (2) restrooms and two (2) shower rooms, including demolition work and disposal of the old restroom installation and restroom furniture; installation of new toilets, washbowls and partition walls; laying of new floor and wall tiles; and installation of hot water heater.

C.3 SPECIFICATIONS / STATEMENT OF WORK

C.3.1 Renovations

C.3.1.1 Renovation and repair of Men Restroom 214 H-Wing 2-floor

1. (1 lot) Construction site set up, installation of construction site security
 2. (1 lot) Demolition work of the old Installation, including demolition and disposal of restroom furniture, old pipes(including wall demolition), and partitions. Demolition work for wall coverings and floor coverings, including tile disposal.
 3. (1 lot) Material tile adhesive, plaster boards, corner rails and plaster work. Including water proof ground and wall insulation.
 4. (1 lot) Laying wall and floor tiles including man power and material, joint material, floor level balancing.
 - Floor tiles (approx. 24 sq m): Type Villeroy & Boch R10 DT10 295*295mm
 - Wall tiles Keratim (approx. 20 sqm), Deutsches Steinzeug Matt Weiss ca.200*240mm.
 - End rails for tile Level (approx. 15 m).
 5. (1 lot) Produce silicone joints, including material and man power (approx. 35 m).
 6. (1 lot) Installation of water and sewer line pipes, including material, insulation and man power. Installation of new hot water pipe for the pipe work, type Typ Geberit Mepla DN 15 -26). Installation of main water valve.
 7. (2 each) Installation of toilet flush cistern/under plaster, Type Geberite.
-

One Installation of toilet bowl and seat, Type Ideal Standard Eurovit.
One Installation of handicap toilet bowl and seat, Type Ideal Standard Eurovit.
Installation of toilet water flush sensor, Type Geberite White.
Including material und connection pipes and waste water pipe

8. (1 each) Installation of Urinal flush cistern/under plaster, Type Geberite.
Installation of toilet bowl and seat, Type Ideal Standard Eurovit.
Installation of toilet water electronic flush sensor, Type Geberite White.
Including material und connection pipes and waste water pipe
9. (2 each) Installation of under plaster washbowl rack, Type Geberite.
One Installation of toilet washbowl 60cm, Type Ideal Standard Eurovit.
One Installation handicap of toilet washbowl 60cm, Type Ideal Standard Eurovit.
Including material and man power.
10. (1 each) Indoor floor drain Type Kessel. Including material und connection pipes and waste water pipe.
11. (1 each) Installation of water faucet and connection pipes and solder work Type Hansa.
12. (1 each) Installation of new radiator.
13. (1 lot) Installation of dry wall and installation wall.
14. (1 lot) Installation of partition walls Type META 40 FB for (approx. 4 m) wall, 2 doors 100 cm & 70cm, Urine table, 1 urinal walls, including planning documents, cutting and assembly.
15. (1 lot) Delivery and installation of new water heater, Stiebel Etron 5kw, installation of all restroom Equipment.
16. (1 lot) End cleaning and Construction site visit and Inspection with FAC Employee.
Installation of Toilet equipment (soap dispenser, paper holder, toilet brush).

C.3.1.2 Renovation and repair of women Restroom 216 H-Wing 2-floor

1. (1 lot) Construction site set up, installation of construction site security.
 2. (1 lot) Demolition work of the old instialation. Including demolition and disposal of restroom furniture, old pipes(including wall demolition), and partitions. Demolition work for wall coverings and floor coverings, including tile disposal.
 3. (1 lot) Material tile adhesive, plaster boards, corner rails and including plaster work.
Including water proof ground and wall insulation.
 4. (1 lot) Laying wall and floor tiles including man power and material, joint material, floor level balancing.
 - Floor tiles (approx. 28 sq m): Type Villeroy & Boch R10 DT10 295*295mm.
 - Wall tiles Keratim (approx. 20 sq m), Deutsches Steinzeug Matt White ca.200*240mm.
 - End rails for tile Level (approx. 15 m).
 5. (1 lot) Produce silicone joints, including material and man power (approx. 35 m).
-

6. (1 lot) Installation of water and sewer line pipes, including material, insulation and man power.
Installation of new hot water pipe for the pipe work, type Typ Geberit Mepla DN 15 -26).
Installation of main water valve.
7. (2 each) Installation of toilet flush cistern/under plaster, Type Geberite.
One Installation of toilet bowl and seat, Type Ideal Standard Eurovit.
One Installation of handicap toilet bowl and seat, Type Ideal Standard Eurovit.
Installation of toilet water flush sensor, Type Geberite White.
Including material und connection pipes and waste water pipe
8. (2 each) Installation of under plaster washbowl rack, Type Geberite.
One Installation of toilet washbowl 60cm, Type Ideal Standard Eurovit.
One Installation handicap of toilet washbowl 60cm, Type Ideal Standard Eurovit.
Including material and man power.
9. (1 each) Indoor floor drain Type Kessel.
Including material und connection pipes and waste water pipe.
10. (2 each) Installation of water faucet and connection pipes and solder work, Type Hansa.
11. (1 each) Radiator. Installation of new radiator.
12. (1 lot) Installation of dry wall and installation wall.
13. (1 lot) Installation of partition walls Type META 40 FB for (approx. 6 m) wall, 2 doors 100 cm & 70cm,
Urine table. Including planning documents, cutting and assembly.
14. (1 lot) Delivery and installation of new water heater, Stiebel Etron 5kw water heater, installation of all
restroom equipment.
15. (1 lot) End cleaning and Construction site vised and Inspection with FAC Employee.
Installation of Toilet equipment (soap dispenser, paper holder, toilet brush).

C.3.1.3 Renovation and repair of Men Shower and Restroom G-Wing 008

1. (1 lot) Construction site set up, installation of construction site security.
 2. (1 lot) Demolition work of the old installation, including demolition and disposal of bathroom furniture,
old pipes (Including wall demolition), and partitions.
Demolition work for wall coverings and floor coverings, including tile disposal.
 3. (1 lot) Material tile adhesive, plaster boards, corner rails and including plaster work.
Including water proof ground and wall insulation for Shower area.
 4. (1 lot) Laying wall and floor tiles including man power and material, joint material.
 - Floor tiles (approx. 30 sq m): Type Villeroy & Boch R10 DT10 295*295mm .
 - Wall tiles Keratim (approx. 35 sqm): Deutsches Steinzeug Matt White
ca.200*240mm.
 - End rails for tile Level (approx. 15 m).
 5. (1 lot) Produce silicone joints, including Material and man power (approx. 30 sq m).
-

6. (1 lot) Installation of water and sewer line pipes, including material, insulation and man power.
Installation of new hot water pipe for the Shower About the sealing (approx. 15m pipe work type Typ Geberit Mepla DN 15 -26).
Installation of main water valve.
 7. (1 each) Installation of toilet flush cistern/under plaster, Type Geberite.
Installation of toilet toilet bowl and seat, Type Ideal Standard Eurovit.
Installation of toilet water flush sensor, Type Geberite White.
Including material und connection pipes and waste water pipe.
 8. (3 each) Installation of under plaster washbowl rack, Type Geberite.
Installation of toilet washbowl 60cm, Type Ideal Standard Eurovit.
Water faucet Ideal TypeStandard CeraMix Blue Waschtischarmatur.
Including material and man power.
 9. (1 each) Installation of Urinal flush cistern/under plaster, Type Geberite.
Installation of toilet toilet bowl and seat, Type Ideal Standard Eurovit
Installation of toilet water electronic flush sensor, Type Geberite White
Including material und connection pipes and waste water pipe
 10. (1 each) Indoor floor drain Type Kessel.
Including material und connection pipes and waste water pipe.
 11. (1 lot) Installation of installation wall (approx. 8 sq m) double-layered.
 12. (1 lot) Installation of partition walls Type META 40 FB for 1 Toilets (approx. 3 m) wall, 1 doors 90 cm,
1 room separator (Urinal)
 13. (1 each) Installation of Shower tube Type Ideal Standard Eurovit, approx. (80cm*80cm)
including material und connection pipes and waste water pipe.
Water faucet Type Ideal Standard CeraMix Blue
Water save Shower head Type Ideal Standard
2 Wings Shower door safety glass.
Including insulation including material and man power.
 14. (1 lot) Dry Wall installation (approx. 8 sq m), including wall finishing plaster work
 15. (1 each) Installation of hot water boiler Type Stiebel Eltron 231252 Warmwasserspeicher, 50 Liter, SHZ 50
including material und connection pipes and waste water pipe.
Sicherheitsgruppe KV30.
Connection to the wall.
Or Stiebel Eltron 13kW Water heater
 16. (1 lot) Installation of exhaust system, wall opening diameter, installation of fan, and exhaust pipe work .
 17. (1 lot) End cleaning and Construction site vised and Inspection with FAC Employee.
 18. (1 each) Radiator, including thermostat and Installation.
-

C.3.1.4 Renovation and repair of Women Shower and Restroom at G-Wing 011

1. (1 lot) Construction site set up, installation of construction site security.
 2. (1 lot) Demolition work of the old installation., including demolition and disposal of bathroom furniture, old pipes (including wall demolition), and partitions.
Demolition work for wall coverings and floor coverings, including tile disposal.
 3. (1 lot) Material tile adhesive, plaster boards, corner rails and including plaster work.
Including water proof ground and wall insulation for shower area.
 4. (1 lot) Laying wall and floor tiles including man power and material, joint material.
 - Floor tiles (approx. 30 sq m): Type Villeroy & Boch R10 DT10 295*295mm.
 - Wall tiles Keratim (approx. 35 sqm), Deutsches Steinzeug Matt White ca.200*240mm.
 - End rails for tile Level (approx. 15 m).
 5. (1 lot) Produce silicone joints, including Material and man power (approx. 30 sq m).
 6. (1 lot) Installation of water and sewer line pipes, including material, insulation and man power.
Installation of new hot water pipe for the shower about the sealing (approx. 15m pipe work type Typ Geberit Mepla DN 15 -26).
Installation of main water valve.
 7. (1 each) Installation of toilet bowl and seat, Type Ideal Standard Eurovit.
Installation of toilet water flush sensor, Type Geberite White.
Including material und connection pipes and waste water pipe.
 8. (3 each) Installation of under plaster washbowl rack, Type Geberite.
Installation of toilet washbowl 60cm, Type Ideal Standard Eurovit.
Water faucet Ideal TypeStandard CeraMix Blue Waschtischarmatur.
Including material and man power.
 9. (1 each) Indoor floor drain Type Kessel.
Including material und connection pipes and waste water pipe
 10. (1 lot) Installation of installation wall (approx. 8 sq m) double-layered.
 11. (1 lot) Installation of partition walls Type META 40 FB for 1 Toilets (approx. 3 m) wall, 1 doors 90 cm, 1 room separator (Urinal)
 12. (1 each) Installation of Shower tube Type Ideal Standard Eurovit, approx. (80cm*80cm), including material and connection pipes and waste water pipe.
Water faucet Type Ideal Standard CeraMix Blue.
Water save Shower head Type Ideal Standard..
2 Wings Shower door safety glass, including insulation.
Including material and man power.
 13. (1 lot) Dry Wall installation (approx. 10 sq m), including wall finishing plaster work.
 14. (1 each) Installation of hot water boiler Type Stiebel Eltron 231252 Warmwasserspeicher, 50 Liter, SHZ 50, including material und connection pipes and waste water pipe.
-

Sicherheitsgruppe KV30.
Connection to the wall.
Or Stiebel Eltron 13kW Water heater.

15. (1 lot) Installation of exhaust system, wall opening diameter, installation of fan, exhaust pipe work and ceiling cover.
16. (1 lot) End cleaning and Construction site vised and Inspection with FAC Employee.
17. (1 each) Radiator, including thermostat and Installation.

C.3.2 General Items

1. The contractor must employ a German/English speaking site manager responsible for the work with the respective know-how required, as well as representative skilled staff. These persons must be specified by name in writing.
2. Working hours will be from 8:00am. to 4:30pm. and it is not allowed to schedule any work on German or U.S. Federal Holydays. The contractor may have to consider and plan multi-shift work and possible waiting periods. The Contractor must take waiting time into his price account.
3. Only components and building elements with officially tested components are to be used; EC type examination certificates and official approvals must be submitted.
4. Contractor must fill out all required security paperwork and obtain the necessary clearances from the security office before beginning and performing the work.
5. For all work, special protection and work safety is required. The contractor has to do all measures to meet the safety standards according to the local labor protection laws and the demands of the professional association requirements. The contractor has to follow and implement the work safety requirements under the Word-Doc. "Occupational Safety and Health"

C3.3 Safety

Accident Prevention

(a) General. The contractor shall provide and maintain work environments and procedures which will safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to contractor operations and activities; avoid interruptions of Government operations and delays in project completion dates; and, control costs in the performance of this contract. For these purposes, the contractor shall:

- (1) Provide appropriate safety barricades, signs and signal lights;
 - (2) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues and ensure compliance with US Army Corps of Engineers EM 385-1-1.
 - (3) Ensure that any additional measures the contracting officer determines to be reasonably necessary for this purpose are taken.
 - (4) The contractor shall provide a written safety plan (in accordance with EM 385-1-1) if the work involves:
-

- (i) Scaffolding;
 - (ii) Work at heights above two (2) meters;
 - (iii) Trenching or other excavation greater than one (1) meter in depth;
 - (iv) Earth moving equipment;
 - (v) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;
 - (vi) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);
 - (vii) Hazardous materials—a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or
 - (viii) Hazardous noise levels.
- (b) Records. The contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The contractor shall report this data in the manner prescribed by the contracting officer.
- (c) Subcontracts. The contractor shall be responsible for its subcontractors' compliance with this clause.
- (d) Written program. Before commencing work, the contractor shall:
- (1) Submit a written plan to the contracting officer for implementing this clause. The plan shall include specific management or technical procedures for effectively controlling hazards associated with the project; and,
 - (2) Meet with the contracting officer to discuss and develop a mutual understanding relative to administration of the overall safety program.
- (e) Notification. The contracting officer shall notify the contractor of any non-compliance with these requirements and the corrective actions required. This notice, when delivered to the contractor or the contractor's representative on site, shall be deemed sufficient notice of the non-compliance and corrective action required. After receiving the notice, the contractor shall immediately take corrective action. If the contractor fails or refuses to promptly take corrective action, the contracting officer may issue an order suspending all or part of the work until satisfactory corrective action has been taken. The contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any suspension of work order issued under this clause.

SECTION D PACKAGING AND MARKING

D.1 - Reserved

SECTION E - INSPECTION AND ACCEPTANCE

E.1

52.246-12 Inspection of Construction (Aug 1996)

- (a) *Definition.* "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication

of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not-

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes re-inspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may-

(1) By contract or otherwise, replace or correct the work and charge the cost to the Contractor; or

(2) Terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud,

gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(End of clause)

E.2 - SUBSTANTIAL COMPLETION

Definitions.

E.2.1. "Substantial Completion" means the stage in the progress of the work as determined and certified by the Contracting Officer or Contracting Officer's Representative in writing to the Contractor, on which the work or a portion thereof designated by the Government is sufficiently complete and satisfactory, in accordance with the requirements of the Contract Documents, that it may be occupied or utilized for the purpose for which it is intended, and only minor items such as touch-up, adjustments, and minor replacements or installations remain to be completed or corrected which (1) do not interfere with the intended occupancy or utilization of the work, and (2) can be completed or corrected within the time period required for final completion.

E.2.2 "Date Of Substantial Completion." means the date determined by the Contracting Officer or Contracting Officer's Representative of which substantial completion of the work has been achieved.

E.2.3 Request for Substantial Completion Inspection

The Contractor shall give the COR at least 15 days advance written notice of the date the work will be substantially completed and ready for inspection and tests. The inspection and tests will be started not later than the date specified in the aforesaid notice unless the COR determines that the work is not ready for inspection and so informs the Contractor.

E.2.4 Use and Possession upon Substantial Completion

The Government shall have the right to take possession of and use the work upon substantial completion thereof. Upon notice by the Contractor that the work is substantially complete and verification thereof on the basis of an inspection by the COR and any required tests, the COR shall furnish the Contractor a Certificate of Substantial Completion, accompanied by the Schedule of Defects enumerating items of work remaining to be performed, completed or corrected before final completion and acceptance. However, failure of the COR to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use upon substantial completion shall not be deemed an acceptance of any work under the contract.

E.3 QUALITY ASSURANCE AND QUALITY CONTROL

E.3.1 Introduction. A principal factor of performance on a project is the Contractor's control of the quality of workmanship. The Contractor shall establish and maintain a project-specific Quality Management Program (QMP) which defines and implements a quality system. The quality system is a documented organizational process which describes responsibilities, procedures, and resources for providing quality control and quality assurance on a project. Effectiveness of the QMP is achieved through adequate planning, forceful direction, and checking in the sense of measurement and evaluation. The QMP applies to the control of quality throughout all areas of contract performance.

E.3.2 Quality Management Program (QMP): The Contractor's QMP shall be Facility Management Office (COR)-approved to provide employees, consultants, and/or joint-venture partners with established, uniform procedures for production of project data and documents throughout the construction process. Principal functions of the QMP are the following:

E.3.3 Quality Control (QC): Operational techniques and activities that are used to fulfill requirements for con-

struction quality.

E.3.4 Quality Assurance (QA): Documentation of planned and systematic actions required to provide confidence that construction services provided are based on project requirements and satisfy stated requirements for quality.

E.3.5 Audits After award of the Contract, the Government may perform audits of the Contractor's QMP to periodically assess conformance with the QMP in accordance with the provisions of Section E of the contract. Disapproval of the program, or major portions, may be cause for a delay in progress of the project's development or, in some cases, withholding acceptance of the Contractor's performed services. The Government may examine the Contractor's existing quality system prior to award of this contract as part of a pre-contract assessment, in order to determine the ability of the Contractor to satisfy the "quality" requirements of this contract.

E.3.6 Agreement on Quality Assurance: The Contractor shall develop a clear understanding with all his consultants on quality assurance matters for which the contractor are responsible, and the quality assurance program of the contractor shall be integrated with that of the Contractor of record.

E.3.7 QMP Submittal Requirements: The QMP shall be structured and developed to include the following minimum requirements:

(i) Organizational Structure The Contractor shall define and submit a QMP organizational structure within 15 days of contract award, including charts and a description of responsibilities of key persons who will perform the services. Persons responsible for interface with the Government, including the security manager and QMP Manager must be identified. A separate list should also include all team members, including consultants with telephone and email addresses.

(ii) In addition to the submittal of a Quality management Plan within Fifteen (15) calendar days after contract award, the Contractor shall also submit a preliminary Quality Management Program as part of their proposal (See L.5.5.3 (E)).

E.3.8 Quality Policy The Contractor shall have a stated corporate quality policy. This policy shall be consistent with the Contractor's quality policy in the QMP. Necessary measures shall be taken by the Contractor to ensure that the corporate quality policy is understood, implemented, and maintained by all employees of the Contractor and the Contractor's subcontractors.

E.3.9 Other Procedures Other procedures shall address construction management, procurement activities, construction management, quality records, and audits.

E.3.10 QMP Reporting The Contractor shall prepare a sample Quality Assurance (QA) Report to be submitted as part of the solicitation package this sample report shall be updated and submitted with 15 calendar days from contract award. This report shall identify the QMP procedures used to review drawings and data for these submissions identifying steps taken to coordinate all drawings and documents provided by the Government and shall show contractors coordination with the subcontractors. The report shall include: 1) QC Status of the project include evidence of QC effort by inclusion of notes, comments, dialogue and discussion among and between disciplines of QC input and adjudication; 2) Significant Program Problems and their solutions/corrective actions; 3) Organization and Key Personnel Changes to be submitted within 5 working days in advance of the proposed change; 4) Certification of completion of QMP procedures and submission completeness; 5) Construction Documents Compliance Letter for the construction works.

E.4 FINAL COMPLETION AND ACCEPTANCE

E.4.1 Definitions

(a) "Final completion and acceptance" means the stage in the progress of the work as determined by the COR and confirmed in writing to the Contractor, on which all work required under the contract has been completed in a satisfactory manner in accordance with the requirements thereof, subject to the discovery of defects after final completion, and except for items specifically excluded in the notice of final acceptance.

(b) The "date of final completion and acceptance" means the date determined by the COR as of which final completion of the work has been achieved, as indicated by written notice to the Contractor.

E.4.2 Request for Final Inspection and Tests

The Contractor shall give the COR at least 15 days advance written notice of the date the work will be fully completed and ready for final inspection and tests. Final inspection and tests will be started not later than the date specified in the aforesaid notice unless the COR determines that the work is not ready for final inspection and so informs the Contractor.

E.4.3 Final Acceptance

Upon (a) satisfactory completion of all required tests, (b) verification by the COR on the basis of a final inspection that all items listed in the Schedule of Defects have been completed or corrected and that the work is finally complete, subject to the discovery of defects after final completion, and (c) submittal by the Contractor of all documents including contractor close-out documents, and other items required upon completion of the work, including a final request for payment, and if the COR is satisfied that the work under the contract is complete and the contract has been fully performed, with the exception of continuing obligations there under, the COR shall issue to the Contractor a notice of final acceptance and process final payment as required by the contract.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.211-10 -- Commencement, Prosecution, and Completion of Work (Apr 1984)

The Contractor shall be required to (a) commence work under this contract within fifteen (15) calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 120 calendar days after the contractor receives the Notice to Proceed. The time stated for completion shall include final cleanup of the premises.

(end of clause)

F.2 CONTRACTOR DELAYS

The project schedule is a key parameter of this project, and the performance period is key to the project as a whole.

F.2.1 LIQUIDATED DAMAGES

Liquidated Damages are not a part of this contract.

F.3 CONTRACTOR'S SUBMISSION OF CONSTRUCTION SCHEDULES

(a) The time for submission of the schedules referenced in Section I, 52.236-15, "Schedules for Construction Contracts", paragraph (a), is hereby modified to reflect that the submission shall be within 15 calendar days

after contract award.

(b) These schedules shall include the time by which shop drawings, product data, samples and other submittals required by the contract shall be submitted for approval.

(c) The Contractor shall revise such schedules (1) to account for the actual progress of the work, (2) to reflect approved adjustments in the performance schedule, and (3) as required by the COR to achieve coordination with work by the Government and any separate contractors employed by the Government. The Contractor shall submit a schedule, which sequences work to minimize disruption at the job-site.

(d) All deliverables shall be in the English language, unless otherwise provided hereunder, and any system of dimensions (i.e., metric) shown shall be consistent with that used in the contract. No extension of time shall be allowed for delay by the Government in approving such deliverables if the Contractor has failed to act promptly and responsively in submitting its deliverables. Each deliverable shall be identified as required by the contract.

F.4 DELIVERABLES

Deliverable items called out in this contract shall be delivered in accordance with the following schedule:

CO = Contracting Officer
 COR = Contracting Officer's Representative
 FNTP = Full Notice to Proceed

Description	Qty	Delivery Date	Deliver to
H.2.4 Insurance	1	Within 15 calendar days after Contract Award	CO
H.12.1 Safety Plan	1	Within 15 calendar days after Contract Award	COR
F.3 Construction Schedule	1	Within 15 calendar days after Contract Award	COR
H.15.1 Submittal Register	1	Within 15 calendar days after Contract Award	COR
H.14.4 Bios on Personnel	1	Within 10 calendar days after Contract Award	COR
E.3 Quality Management Program	1	Within 15 calendar days after Contract Award	COR
G.4 Payment Request	1	monthly after FNTP	CO&COR
F.7 Monthly Progress Report	1	monthly after FNTP	COR
E.2 Request for Substantial Completion Inspection	1	15 workdays before inspection	COR
E.4 Request for Final Completion Inspection	1	15 workdays before inspection	COR
E.4.3 Final Payment Release Statement and Contract Close-out Documents	1	with final invoice	CO&COR

NOTE: Any and all costs for the preparation, handling and submission of monthly reports shall be included in the total price of the contract.

F.5 ACCEPTANCE OF SCHEDULE

When the Government has accepted any time schedule, it shall be binding upon the Contractor. The completion date is fixed and may be extended only by a written contract modification signed by the Contracting Officer. Acceptance or approval of any schedule or revision thereof by the Government shall not (1) extend the completion date or obligate the Government to do so, (2) constitute acceptance or approval of any delay, nor (3) excuse the Contractor from or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

F.6 NOTICE TO PROCEED

Upon award of the contract, the Contracting Officer may provide to the Contractor a Limited Notice to Proceed (LNTP) which shall allow the contractor to commence with planning, initiate limited mobilization work activities, including submissions, establishment of site offices and lay-down areas.

Following receipt of the Letter of Credits, evidence of insurance and acceptance of these documents, the Contracting Officer will provide to the Contractor a Full Notice to Proceed (FNTP).

F.7 MONTHLY PROGRESS REPORT

Monthly progress reports shall be submitted by the last calendar day of each month during this contract. Reports shall be in letter format and contain information relevant to this project, including, but not limited to, accomplishments during the previous month, anticipated accomplishments for the next month, arising or occurring problems and possible or proposed solutions, questions that require answers or directions from the Post, any pending Government review comments regarding the Contractor's submittals, any proposed change orders that have not been executed, and any other pertinent information required to report the progress of performance under this contract.

F.8 - reserved.

F.9 PRE-PROPOSAL-CONFERENCE

A Pre-Proposal Conference followed by a site visit will be held on **Thursday, August 25, 2016, at 10:00 hrs**, at the following address:

American Consulate General
Giessener Strasse 30
60435 Frankfurt,
Germany

F.10 NOTICE OF DELAY

In the event the Contractor receives a notice of any change in the work, or if any other conditions arise which are likely to cause or are actually causing delays which the Contractor believes may result in completion of the project after the completion date, the Contractor shall notify the Contracting Officer of the effect, if any, of such change or other conditions upon the approved schedule, and shall state in what respects, if any, the relevant schedule or the completion date should be revised. Such notice shall be given promptly and not more than ten (10) days following the first occurrence of event giving rise to the delay or prospective delay. Revisions to the approved time schedule shall only be made with the approval of the Contracting Officer.

F.11 WORKING HOURS

(a) Normal working hours at the site are between 08:00 AM – 04:30 PM, Monday through Friday. Actual construction work hours shall be coordinated with the COR. The COR may, upon request and if circumstances permit, approve other hours and/or work on weekends and holidays provided that no additional costs will arise to the U.S. Government as a result thereof. A minimum of 24 hours advance notice of intent to request other hours shall be given to the COR.

(b) In addition to the recognized public holidays, the Department of State observes the following American holidays, and/or any other day designated by Federal law, Executive Order or Presidential Proclamation.

2016 LISTING

Sep	5	Monday	Labor Day	AM
Oct	3	Monday	Day of German Unity	GER
Oct	10	Monday	Columbus Day	AM
Nov	11	Friday	Veterans Day	AM
Nov	24	Thursday	Thanksgiving	AM
Dec	25	Sunday	Christmas	AM / GER
Dec	26	Monday	Christmas	GER

+ December 25th falls on a Sunday and will be officially observed on Monday December 26th, 2016.

F.12 EXCUSABLE DELAYS

The Contractor will be allowed time, not money, for excusable delays as defined in this contract.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 AUTHORITY OF CONTRACTING OFFICER

All work shall be performed under the general direction of the Contracting Officer, who alone shall have the power to bind the Government and to exercise the rights, responsibilities, authorities and functions vested by the contract, except that the Contracting Officer and the Procurement Executive shall have the right to designate authorized representatives to act for the Contracting Officer, as specifically provided in the designation of that individual.

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name and position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract shall be determined at Contract Award.

(End of clause)

. PAYMENT

G.2 PAYMENT CONSTRUCTION SERVICES

G.2.1 General

The Contractor's attention is directed to Section I, 52.232-5, "Payments Under Fixed-Price Construction Contracts". The following sub-sections elaborate upon the information contained therein.

G.2.2 Detail of Payment Requests

Each request for payment, which shall be made no more frequently than monthly, unless otherwise provided herein, shall cover the value of labor and materials completed and in place, including a pro-rated portion of overhead and profit. **Original** invoices must be addressed to (the address provided in block # 18a):

American Consulate General Frankfurt
Giessener Strasse 30
Attn: DBO
60435 Frankfurt am Main

Copies of all invoices shall be submitted to the Contracting Office via email to the following email address:
FrankfurtSSB@state.gov

G.2.3 Payments to Subcontractors

The Contractor shall make timely payment from the proceeds of the progress or final payment for which request is being made, to his subcontractors and suppliers in accordance with the Contractor's contractual arrangements with them.

Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, the Contractor may elect to delete paragraph (c)(4) from the certification.)

"I hereby certify, to the best of my knowledge and belief, that –

- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
- (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code;
- (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and
- (4) This certification is not to be construed as final acceptance of a subcontractor's performance.

(Name)

(Title)

(Date)

G.4.4 Evaluation

Following receipt of the Contractor's request for payment, and on the basis of an inspection of the work, the COR shall make a determination as to the amount which, in his/her opinion, is then due. In the event the COR does not approve payment of the full amount applied for, less the retainage addressed in FAR 52.232-5, the

COR shall advise the Contractor of the reasons therefore.

G.2.5 Additional Withholding

Independently of monies retained by the Government under FAR 52.232-5, or otherwise as permitted to be retained under this contract, the Government may withhold from payments due the Contractor any amounts considered necessary to cover:

- (a) Wages or other amounts due the Contractor's employees on this project;
- (b) Wages or other amounts due employees of subcontractors on this project;
- (c) Amounts due suppliers of materials or equipment for this project; and
- (d) Any other amounts for which the Contractor may be held liable under this contract, including but not limited to the actual or prospective costs of correction of defective work and prospective liquidated damages when the Contractor has failed to make adequate progress.

G.2.6 Payment

In accordance with FAR 52.232-27(a) the 14-day period identified in FAR 52.232-27(a)(1)(i)(A) is hereby changed to 30 days.

G.3 ADVANCE PAYMENT

Advance Payments shall not be authorized during the performance of this contract.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 INSURANCE

H.1.1 Amount of Insurance

The Contractor's attention is directed to Section I, 52.228-5, "Insurance - Work on a Government Installation". As required by this clause the Contractor is required to provide and maintain whatever insurance is legally necessary.

The Contractor shall, at his own expense, provide and maintain during the entire performance period General Liability (includes premises/ operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury) in the minimum amount stated below.

1. Bodily Injury on or off the site stated in US Dollars:

Per Occurrence	\$250,000
Cumulative	\$500,000

2. Property Damage on or off the site in US Dollars:

Per Occurrence	\$250,000
Cumulative	\$500,000

The foregoing types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to any

property of the Contractor, its officers, agents, servants, and employees, or any other person, arising from an incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising thereof, except in the instance of gross negligence on the part of the Government.

The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

H.1.2 Government as Additional-Insured

The general liability policy required of the Contractor shall name "the United States of America", as an additional-insured with respect to operations performed under this contract.

H.1.3 Insurance-Related Disputes

Failure to agree to any adjustment contemplated under this contract regarding insurance shall be a dispute within the meaning of the clause in Section I, 52.233-1 "Disputes". However, nothing in this clause shall excuse the Contractor from proceeding with the work, including the repair and/or replacement as herein above provided.

H.1.4 Time for Submission of Evidence of Insurance

The Contractor shall provide evidence of the insurance required under this contract within 15 calendar days from the date of submitting the Final Construction Documents. Failure to timely submit this evidence, in a form acceptable to the Contracting Officer, may result in rescinding or termination of the contract by the Government.

H.2 DEFINITIONS

The following definitions shall apply when used in connection with this contract:

- (a) Contract Drawings or Drawings, where indicated by the context, means those drawings specifically listed in the executed construction contract or as later incorporated into the contract by contract modification or change order.
 - (b) Day means a calendar day unless otherwise specifically indicated.
 - (c) Host Country means the country in which the project is located.
 - (d) Government-Furnished Property means property in the possession of, or directly acquired by the Government and subsequently made available to the Contractor. Government-Furnished Property includes Government-Furnished materials and Government-Furnished Equipment.
 - (e) Material means all materials, fixtures and other articles incorporated in, or which are intended to remain with the project.
 - (f) Notice to Proceed means a written notice to the Contractor from the Contracting Officer authorizing the Contractor to incur obligations and proceed with the work required by the type of Notice to Proceed issued, either "Design" or "Construction," and in accordance with the terms and conditions of the contract as of a date set forth in the Notice.
 - (g) Other Submittals includes progress schedules, setting drawings, testing and inspection reports, and other information required by the contract to be submitted by the Contractor for information or approval by the Government.
 - (h) Project Data includes standard 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.
-

- (i) Samples are physical examples, which illustrate materials, equipment or workmanship and establish standards by which the work will be judged.
- (j) Schedule of Defects means the list of items, prepared in connection with substantial completion of the work or early occupancy or utilization of a portion thereof, which the COR has designated as remaining to be performed, completed or corrected before the work will be accepted by the Government.
- (k) Separate Contractor means a contractor, other than the Contractor or any of its subcontractors, to whom the Government has awarded a contract for construction of a portion of the project.
- (l) Work means any and all permanent construction, which is intended to be incorporated into the finished project and required to be performed or otherwise provided by the Contractor under this contract, unless otherwise indicated by the context.

H.3 OWNERSHIP AND USE OF DOCUMENTS

H.3.1 Ownership and Use of Drawings, Specifications and Models

- (a) All designs, drawings, specifications, models, notes and other works developed in the performance of this contract shall become the sole property of the US Government and may be used on any other design construction without additional compensation to the Contractor. The US Government shall be considered "person from whom the work was prepared" for the purpose of authorship in any copyrightable work under Section 201(B) of Title 17, United States Code. The Contractor agrees not to assert or authorize others to assert any rights nor establish any claim under the design patent or copyright laws. The Contractor, for a period of three years after completion of the project, agrees to furnish all retained works at the request of the US Government. Unless otherwise provided in this contract, the Contractor shall have the right to retain copies of all works beyond such period, except in the case of classified designs, drawings, specification, and any other documents.
- (b) Use and Return. Unless otherwise provided in the contract, the documents described in (a) above are not to be used by other than the Contractor or by the Contractor on other work and, with the exception of the signed Contractor set, additional copies thereof provided to or made by the Contractor shall be returned or suitably accounted for by the Contractor upon final completion of the work.

H.3.2 Supplemental Documents

The Contracting Officer or COR may furnish from time to time such detailed drawings and other information as is considered necessary, in the opinion of the Contracting Officer, to interpret, clarify, supplement, or correct inconsistencies, errors or omissions in the contract documents, or to describe minor changes in the work not involving an increase in the contract price or extension of the contract time. The Contractor shall comply with the requirements of the supplemental documents, and unless the Contractor makes objection within twenty (20) days, their issuance shall not provide for any claim for an increase in the contract price or an extension of contract time.

H.3.3 Record Documents

The Contractor shall maintain at the project site a current marked set of contract drawings and specifications indicating all interpretations and clarification, contract modifications, change orders, or any other departure from the contract requirements approved by the COR, and a complete set of record shop drawings, product data, samples and other submittals as approved by the COR.

H.4. SECURITY

H.4.1 Documentation

The following considerations shall be followed by the Contractor and/or shall be incorporated into the design documents.

- (a) All documents received or generated under the contract are the property of the US Government.
- (b) All documents are to be controlled and disseminated on a need—to-know basis. Reproduction and distribution is prohibited without express approval of the US Government. All design and construction documents generated shall be annotated as follows:

WARNING:

This document is the property of the US Government. Further reproduction and/or distribution is prohibited without the express written approval of the US Government.

(c) All documents shall be marked and handled in strict accordance with all applicable requirements and regulations. Proposed and actual contract documents shall only be disseminated on a strict need—to-know basis, and shall not be further disseminated without prior authorization from the US Government.

(d) Those receiving proposed and/or actual contract documents, to include blueprints, other technical drawings, sketches, photographs, exposed negatives, and/or descriptive narratives pertaining to the project, shall be responsible for these materials while in their possession, or that of any of their subcontractors. They shall return all documents, including all copies, promptly upon demand by the US Government.

(e) The US Government shall be afforded the opportunity to review all photographs and/or negatives in advance of any public use, and reserves the right to deny such use. No further dissemination, publication, duplication, or other use beyond that which was requested and approved is authorized without specific advance written approval from the US Government.

(f) The US Government reserves the right to demand retention of all copies of said photographs and/or negatives, following fulfillment of the previously authorized usage.

H.5 GOVERNING LAW

This contract and the interpretation thereof shall be governed by the laws of the United States of America and the Federal Republic of Germany.

H.6 LANGUAGE PROFICIENCY

The manager assigned by the contractor to superintend the work on-site, as required by Section I, 52.236-6, "Superintendence by the Contractor", shall be fluent in written and spoken English.

H.7 LAWS AND REGULATIONS

H.7.1 Compliance Required

The Contractor shall, without additional expense to the Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the construction site without the permission of the US Government. Unless otherwise directed by the Contracting Officer, the Contractor shall comply with the more stringent of the requirements of such laws, regulations and orders and of the contract. In case of a conflict between the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's

proposed course of action for resolution by the Contracting Officer.

H.7.2 Labor, Health and Safety Laws and Customs

The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

H.7.3 Subcontractors

The Contractor shall give written assurance to the Contracting Officer that all subcontractors and others performing work on or for the project have obtained all requisite licenses and permits.

H.7.4 Evidence of Compliance

Proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause shall be submitted by the Contractor at such times as directed by the Contracting Officer.

H.8 RESPONSIBILITY OF CONTRACTOR

H.8.1 Damage to Persons or Property

The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others.

H.8.2 Responsibility for Work Performed

The Contractor shall be responsible for all materials delivered and work performed until final completion and acceptance of the entire work, except for any completed unit of work, which may have been accepted in writing under the contract.

H.9 CONSTRUCTION OPERATIONS

H.9.1 Operations and Storage Areas

(a) **Confinement to Authorized Areas** - The Contractor shall confine all operations (including storage of materials) on the premises to areas authorized or approved by the COR.

(b) **Vehicular Access** - The Contractor shall and in accordance with any regulations prescribed by the Contracting Officer, use only established site entrances and roadways.

H.10 TEMPORARY FACILITIES AND SERVICES

The Contractor will **NOT** be permitted to erect temporary offices at the construction site. However, a storage/staging area will be provided, location will be implemented at Contract Award.

H.11 SAFETY

H.11.1 Accident Prevention

(a) **General** - The Contractor shall provide and maintain work environments and procedures which will (1)

safeguard the public, Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities; (2) avoid interruptions of Government operation and delays in project completion dates; and (3) control costs in the performance of this contract. For these purposes, the Contractor shall

- (1) Provide appropriate safety barricades, signs and signal lights;
 - (2) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and
 - (3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for this purpose are taken.
- (b) Safety Manager - (1) The Contractor shall designate a safety manager for this contract. The safety manager shall be responsible for coordination of safety procedures, and monitoring of those aspects of the work that pose the greatest safety risks. (2) If, during the performance of this contract, the contractor encounters hazardous materials (including asbestos-containing materials, etc), the contractor shall immediately report the situation to the COR.
- (c) Records - The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft or loss of property, materials, supplies, or equipment. The Contractor shall report this data in the manner prescribed by the COR.
- (d) Subcontracts - The Contractor shall be responsible for its subcontractors' compliance with this clause.
- (e) Written Program - Before commencing work, the Contractor shall --
- (1) Submit a written proposal for implementing this clause; and
 - (2) Meet with the COR to discuss and develop a mutual understanding relative to administration of the overall safety program.
- (f) Notification - The COR will notify the Contractor of any non-compliance with these requirements and the corrective actions required. This notice, when delivered to the Contractor or the Contractor's representative at site, shall be deemed sufficient notice of the non-compliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order suspending all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any suspension of work issued under this clause.

H.12 SUBCONTRACTORS AND SUPPLIERS

H.12.1 Claims and Encumbrances

The Contractor shall satisfy as due all lawful claims of any persons or entities employed by the Contractor, including subcontractors, material men and laborers, for all labor performed and materials furnished under this contract, including the applicable warranty or correction period, unless the Government shall be directly liable therefore by the contract. The Contractor shall not at any time permit any lien, attachment, or other encumbrance to be entered against or to remain on the building(s), or the premises, whether public or private, or any portion thereof, as a result of nonperformance of any part of this contract.

H.12.2 Approval of Subcontractors

(a) Review and approval The Government reserves the right to review proposed subcontractors for a period of five (5) calendar days before providing notice of approval or rejection of any or all subcontractors.

(b) Rejection of subcontractors The Government reserves the right to reject any or all subcontractors proposed if their participation in the project, as determined by the Contracting Officer, may cause damage to the national security interests of the United States. The Contractor agrees to promptly replace any subcontractor rejected by the Government under this clause.

H.13 CONSTRUCTION PERSONNEL

H.1431 Key Personnel

(a) The Contractor shall assign to this contract the following key person to the identified position/function:

Position/Function	Name
Project Manager	

The offeror shall provide a detailed resume and the experience of four individuals. If these individuals are not current employees provide a letter of intent. All off the above are considered to be Key personnel and are required to be able to read, write, speak and understand English, the contractor shall provide proof with their submittal. To be submitted with original offer. See section L.5.3.3 Volume 2 (1) Key personnel.

(b) During the entire performance period of this contract, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph H.14.4 to the Contracting Officer at least 15 days prior to making any permanent substitutions. The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitution, complete resume for the proposed substitute, and any additional information requested by the Contracting Officer. The proposed substitute shall possess qualifications comparable to the original key person, as well as satisfying any minimum standards set forth elsewhere in the solicitation/contract. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on the substitution. This clause will be modified to reflect any changes in key personnel.

H.13.2 Removal of Personnel

The Contractor shall maintain discipline at the site and at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst those employed at the site and for the preservation of peace and protection of persons and property in the neighborhood of the project against the same. The COR may require, in writing, that the Contractor remove from the work any employee that the COR deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the project is deemed by the COR to be contrary to the Government's interests.

H.13.3 Notice to the Government of Labor Disputes

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatening to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

H.13.4 Construction Personnel Security

For all contractor construction personnel (workers and supervisors), the Contractor shall submit within 10 cal-

endar days after contract award, a list of personnel assigned to this project. For each individual the list shall include their full name, address, date of birth, place of birth (district and city), and nationality.

H.14 MATERIALS AND EQUIPMENT

H.14.1 Selection and Approval of Materials

(a) Standard of quality - All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified, and all workmanship shall be of good quality and performed in a skillful manner as determined by the COR.

(b) Selection by Contractor - Where the contract permits the Contractor to select products, materials or equipment to be incorporated in the work, or where specific approval is otherwise required by the contract, the Contractor shall furnish to the COR, for approval, the names of the manufacturer, model number, and source of procurement of each such product, material or equipment, together with other pertinent information concerning the nature, appearance, dimensions, performance, capacity, and rating thereof, unless otherwise required by the COR. The Contractor shall provide such information in a sufficiently timely manner to permit evaluation against the requirements of the contract. In order to ensure a timely review the Contractor shall provide a submittal register within 14 calendar days of submitting the Final Construction Documents showing when shop drawings, samples, or submittals shall be made. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Installation or use of any products, materials or equipment without the required approval shall be at the risk of subsequent rejection.

H.14.2 Custody of Materials

The Contractor shall be responsible for the custody of all materials received for incorporation into the project, including Government furnished materials, upon delivery to the Contractor or to any person for whom it is responsible, including subcontractors. The Contractor shall deliver all such items to the site as soon as practicable. If required by the COR, the Contractor shall clearly mark in a manner directed by the COR all items of which the Contractor has custody but which have not been delivered or secured at the site, clearly indicating the use of such items for this US Government project.

H.14.3 Basis of Contract Price

The contract price is based on the use of materials, products and equipment specified in the contract, and substitutions, variances or "Or-Equal" items proposed by the Contractor, which have been specifically approved by the Government at the time of execution of the contract. Any substitution approved by the Government after execution of the contract shall be subject to an appropriate adjustment of the contract price.

H.14.4 Substitutions

(a) Prior approval required before substitutions (1) proposed by the Contractor but not yet approved at the time of execution of the contract, or (2) proposed by the Contractor after execution of the contract may be used in the project, the Contractor must receive approval in writing from the COR. Any substitution request shall be accompanied by sufficient information to permit evaluation by the Government, including but not limited to the reasons for the proposed substitution and data concerning the design, appearance, performance, composition, and relative cost of the proposed substitute. Requests for substitutions shall be made in a timely manner to permit adequate evaluation by the Government. If, in the COR's opinion, the use of such substitute items is not in the best interests of the Government, the Contractor shall obtain the items originally specified with no adjustment in the contract price or completion date.

(b) Approval through shop drawings - The Contractor may propose substitutions of materials in the submittal of shop drawings, provided such substitution is specifically requested in writing in the transmittal of the shop drawings to the COR. Such substitution requests shall be submitted in a timely manner and shall be supported by the required information.

(c) Final approval on delivery - Acceptance or approval of proposed substitutions under the contract is conditioned upon approval of items delivered at the site or approval by sample. Approval by sample shall not limit the Government's right to reject material after delivery to the site if the material does not conform to the approved sample in all material respects.

H.14.5 "Or-Equal Clause"

References in the specifications and drawings, to materials, products or equipment by trade name, make, or catalog number, or to specific processes, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may propose for approval or rejection by the COR the substitution of any material, product, equipment or process that the Contractor believes to be equal to or better than that named in the specifications and drawings, unless otherwise specifically provided in this contract.

H.14.6 Use and Testing of Samples

(a) Use Approved samples not destroyed in testing will be sent to the COR. Those in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in the work shall match the approved samples within any specified tolerances. Other samples not destroyed in testing or not approved will be returned to the Contractor at its expense if so requested.

(b) Failure of Samples Failure of any material to pass the specified tests will be sufficient cause for refusal to consider, under this contract, any further samples of the same brand or make of that material or equipment which previously has proved unsatisfactory in service.

(c) Taking and testing of Samples of various materials or equipment delivered on the site or in place may be taken by the COR for additional testing by the Government outside of those required by the Contract documents. Samples failing to meet contract requirements will automatically void previous approvals of the items tested. The Contractor shall replace such materials or equipment found not to have met contract requirements, unless the Contracting Officer determines it to be in the Government's interest to accept the non conforming materials or equipment with an appropriate adjustment of the Contract price as determined by the Contracting Officer.

(d) Cost of additional testing by the Government Unless otherwise specified, when additional tests are made, only one test of each sample proposed for use will be made at the expense of the Government. Samples that do not meet contract requirements will be rejected. Further testing of additional samples, if required, will be made at the expense of the Contractor.

H.15 IMPORTED MATERIALS, EQUIPMENT, AND PERSONNEL

H.15.1 Shipment and Customs Clearance

(a) Costs to be borne solely by Contractor The Contractor is solely responsible without right of reimbursement from the Government for paying all charges, whatsoever, except customs duties as provided herein, incurred in

obtaining materials that must be imported for the project and in transporting the materials from their place of origin to the construction site. Moving costs shall include, but not necessarily be limited to packing, handling, cartage, overland freight, ocean freight, transshipment, port, unloading, customs clearance and duties (other than customs duties as provided herein), unpacking, storage, and all other charges including administrative costs in connection with obtaining and transporting the materials from their source to the project site.

(b) **Duty-free clearance** The Contractor shall follow the instructions of the contract as to the manner of labeling the shipping containers or otherwise processing shipments of imported materials in order to obtain, or continue to receive, duty free clearance through customs. The Contractor shall be solely responsible without right of reimbursement from the Government, for the payment of customs duties, if any, which (1) are imposed on items which are not labeled and processed in accordance with the contract instructions, (2) are imposed on the Contractor's tools, construction equipment and machinery imported for use on the project, or (3) are otherwise ineligible for duty-free entry.

(c) **Customs Clearance** The Contractor shall be responsible for obtaining customs clearances. The US Government shall be responsible for obtaining exemption certificates or paying customs duties not waived, for imported products, materials and equipment that are labeled and processed in accordance with the contract instructions. The Government shall not be responsible for obtaining customs clearance for the Contractor's tools, construction equipment or machinery, nor for obtaining visas, entry or work permits for the Contractor's personnel.

H.15.2 Surplus Materials

Unless otherwise specified, any surplus materials, fixtures, articles or equipment remaining at the completion of the project shall become the property of the Contractor, except those items furnished by the Government, the cost of which is not included in the contract price.

H.16 SPECIAL WARRANTIES

H.16.1 Special Warranty Obligations

Any special warranties that may be required under the contract shall be subject to the stipulations set forth in Section I, 52.246-21, "Warranty of Construction" insofar as they do not conflict with the provisions of such special warranties.

H.16.2 Warranty Information

The Contractor shall obtain and furnish to the Government all information that is required in order to make any subcontractor, manufacturer, or supplier's guaranty or warranty legally binding and effective, and shall submit both the information and the guaranty or warranty to the Government in sufficient time to permit the Government to meet any time limit requirements specified in the guaranty or warranty, but not later than completion and acceptance of all work under this contract.

H.17 EQUITABLE ADJUSTMENTS

H.17.1 Basis for Equitable Adjustments

Any circumstance for which the contract provides an equitable adjustment, that causes a change within the meaning of paragraph (a) of the "Changes" clause 52.243-4 shall be treated as a change under that clause; provided, that the Contractor gives the Contracting Officer prompt written notice within a limit of 20 days stating:

- (a) the date, circumstances, and applicable contract clause authorizing an equitable adjustment and
- (b) that the Contractor regards the event as a changed condition for which an equitable adjustment is allowed under the contract.

H.17.2 Differing Site Condition Notice

The Contractor shall provide written notice of a differing site condition within ten (10) calendar days of occurrence in accordance with additional information provided in FAR 52.236-2, Differing Site Condition.

H.17.3 Documentation of Proposals for Equitable Adjustments

(a) Itemization of proposals and requests Any request for equitable adjustment in the contract price, including any change proposal submitted in accordance with the "Changes" clause, shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract price in at least the detail required by the Contracting Officer, and shall include all costs and delays related to or arising out of the change or event giving rise to the proposed adjustment, including any delay damages and additional overhead costs.

(b) Proposed time adjustments The Contractor shall submit with any request for an equitable adjustment or change proposal a proposed time extension (if applicable) and shall include sufficient information to demonstrate whether and to what extent the change will delay the contract in its entirety.

(c) Release by Contractor The price and time adjustment made in any contract modification issued as a result of a change proposal or request for an equitable adjustment shall be considered to account for all items affected by the change or other circumstances giving rise to an equitable adjustment. Upon the issuance of such contract modification, the Government shall be released from any and all liability under this contract for further equitable adjustments attributable to the facts and circumstances giving rise to the change proposal or request for equitable adjustment.

H.18 NONCOMPLIANCE WITH CONTRACT REQUIREMENTS

In the event the Contractor, after receiving written notice from the Contracting Officer of noncompliance with any requirement of this contract, fails to initiate promptly such action as may be appropriate to comply with the specified requirement within a reasonable period of time, the Contracting Officer shall have the right to order the Contractor to suspend any or all work under the contract until the Contractor has complied or has initiated such action as may be appropriate to comply within a reasonable period of time. The Contractor will not be entitled to any extension of contract time or payment for any costs incurred as a result of being ordered to stop work for such a cause.

H.19 ASSIGNMENT

The Contractor shall not assign the contract or any part thereof without the written consent of the Contracting Officer, nor shall the Contractor assign any moneys or other benefits due or to become due to him hereunder, without the prior written consent of the Contracting Officer.

H.20 AVAILABILITY OF FUNDS

The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer and until the Contractor receives written notice from the Contracting Officer confirming such availability. See also Section I, FAR 52.232-18.

H.21 ASBESTOS-CONTAINING MATERIALS RESTRICTION

Asbestos-free materials shall be used. The Government reserves the right at no additional cost to the Government to disapprove and to disallow the installation of any item containing asbestos.

SECTION I - CONTRACT CLAUSES

I.1 FAR AND DOSAR CLAUSES INCORPORATED BY REFERENCE OR FULL TEXT

FAR 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 these address(es):

Referenced FAR and DOSAR clauses and provisions are available under: <https://www.acquisition.gov/far/> -or -
<http://farsite.hill.af.mil/vffara.htm>

FEDERAL ACQUISITION REGULATION (48 CFR Ch. 1)

Clause	Title
52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2011)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015)
52.211-10	Commencement, Prosecution, and Completion of Work (Apr 1984)
52.215-8	Order of Precedence - Uniform Contract Format (Oct 1997)
52.222-50	Combating Trafficking in Persons (Mar 2015)
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving (Aug 2011)
52.225-13	Restrictions on Certain Foreign Purchases (June 2008)
52.228-3	Workers' Compensation Insurance (Defense Base Act) (July 2014)
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas (Apr 1984)
52.232-5	Payments under Fixed-Price Construction Contracts (May 2014)
52.232-18	Availability Of Funds (Apr 1984)
52.232-27	Prompt Payment for Construction Contracts (May 2014)
52.232-33	Payment by Electronic Funds Transfer - System for Award Management (Jul 2013)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)
52.233-1	Disputes (May 2014)

Clause	Title
52.233-3	Protest after Award (Aug 1996)
52.233-4	Applicable Law for Breach of Contract Claim (Oct 2004)
52.236-5	Material and Workmanship (Apr 1984)
52.236-7	Permits and Responsibilities (Nov 1991)
52.236-11	Use and Possession Prior to Completion (Apr 1984)
52.236-12	Cleaning Up (Apr 1984)
52.236-14	Availability and Use of Utility Services (Apr 1984)
52.236-26	Preconstruction Conference (Feb 1995)
52.243-4	Changes (June 2007)
52.244-6	Subcontracts for Commercial Items (June 2016)
52.246-21	Warranty of Construction (Mar 1994)
52.249-2	Termination for Convenience of the Government (Fixed-Price) (Apr 2012)
652.228-71	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT) - SERVICES (FEB 2015)
652.229-71	PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)
652.236-70	ACCIDENT PREVENTION (APR 2004)
652.242-73	AUTHORIZATION AND PERFORMANCE (AUG 1999)

52.204-13 System for Award Management Maintenance (JUL 2013)

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

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities, which is used as the identification number for Federal Contractors.

Data Universal Numbering System+4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at subpart 32.11) for the same concern.f

"Registered in the System for Award Management database (SAM) means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14), into the SAM database;

(2) The Contractor has completed the Core, Assertions, Representations and Certifications, and Points of Con-

tact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record "Active". System for Award Management (SAM) means the primary Government repository for prospective Federal awardee and Federal awardee information and the centralized Government system for certain contracting, grants, and other assistance-related processes. It includes --

(1) Data collected from prospective Federal awardees required for the conduct of business with the Government;

(2) Prospective contractor-submitted annual representations and certifications in accordance with FAR subpart 4.12; and

(3) Identification of those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits

(b) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAMf database after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(c)(1)(i) If a Contractor has legally changed its business name, *doing business as* name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to--

(A) Change the name in the SAM database;

(B) Comply with the requirements of subpart 42.12 of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (c)(1)(i) of this clause, or fails to perform the agreement at paragraph (c)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of

Payment' paragraph of the EFT clause of this contract.

(3) The Contractor shall ensure that the DUNS number is maintained with Dun & Bradstreet throughout the life of the contract. The Contractor shall communicate any change to the DUNS number to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the DUNS number does not necessarily require a novation be accomplished. Dun & Bradstreet may be contacted--

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the Contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(d) Contractors may obtain additional information on registration and annual confirmation requirements at <https://www.acquisition.gov>.

(End of clause)

52.242-14 Suspension of Work (Apr 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this clause shall not be allowed-

(1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

(End of clause)

SECTION J - LIST OF ATTACHMENTS

J.1 Statement of Work (SOW) - Courtesy Translation in German.

J.2 Proposal Pricing Schedule.

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

K.1 PROVISIONS

FAR 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 these address(es):

Referenced FAR and DOSAR clauses and provisions are available under: <https://www.acquisition.gov/far/> -or - <http://farsite.hill.af.mil/vffara.htm>

FEDERAL ACQUISITION REGULATION (48 CFR Ch. 1)

Clause	Title
52.204-19	Incorporation by Reference of Representations and Certifications (Dec 2014)

52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Feb 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that--

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that--

(1) It is ___ is not ___ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is ___ is not ___ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

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)

52.204-8 Annual Representations and Certifications (Apr 2016)

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

(2) The small business size standard is [insert size standard].

(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 the 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:

(i) Paragraph (d) applies.

(ii) 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) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
- (iv) 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.
- (v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation.
- (vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (viii) 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.
- (ix) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (x) 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.
- (xi) 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.
- (xii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xiii) 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.
- (xiv) 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.
-

(xv) 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.

(xvi) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

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

(xviii) 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.

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

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

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

(xxii) 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
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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)

652.228-70 DEFENSE BASE ACT - COVERED CONTRACTOR EMPLOYEES (FEB 2015)

(a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

Category	Yes/No	Number
(1) United States citizens or residents		
(2) Individuals hired in the United States, regardless of citizenship		
(3) Local nationals or third country nationals where contract performance takes place in a country where there are no local worker's compensation laws		Local Nationals: Third Country Nationals:
(4) Local nationals or third country nationals		Local Nationals:

where performance takes place in a country where there are local worker's compensation laws		Third Country Nationals:
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(b) The contracting officer has determined that for performance in the country of [contracting officer insert country of performance and check the appropriate block below] -

___ Worker's compensation laws exist that will cover local nationals and third country nationals.

___ Worker's compensation laws do not exist that will cover local nationals and third country nationals.

(c) If the bidder/offeror has indicated "yes" in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(End of provision)

K.2 AUTHORIZED CONTRACT ADMINISTRATOR

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for contract administration, which includes all matters pertaining to payments.

Name:	
Address:	
Telephone Number:	

K.3 CONTRACTOR RECRUITMENT OF THIRD COUNTRY NATIONALS (TCNs)

If offeror has entered a number for "Third Country Nationals" under category 4 in Section K.5(a), the Contractor certifies that:

(i) The listed Third Country Nationals (TCNs) are non-professionals and the Contractor will provide accommodation.

(ii) The listed Third Country Nationals (TCNs) are non-professionals and the Contractor will **not** provide accommodation.

(iii) Some of the listed Third Country Nationals (TCNs) are professionals; there are _____ TCN professionals in total.

(iv) All of the listed Third Country Nationals (TCNs) are professionals.

K.4 CERTIFICATION (05/95)

I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete.

Signature: _____

Typed Name: _____

Title: _____

Date: _____

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

L.1 PROVISIONS

FAR 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 these address(es):

Referenced FAR and DOSAR clauses and provisions are available under: <https://www.acquisition.gov/far/> -or -
<http://farsite.hill.af.mil/vffara.htm>

FEDERAL ACQUISITION REGULATION (48 CFR Ch. 1)

Clause	Title
52.204-7	System for Award Management (Jul 2013)
52.214-34	Submission of Offers in the English Language (Apr 1991)
52.215-1	Instructions to Offerors - Competitive Acquisition (Jan 2004)
52.232-38	Submission of Electronic Funds Transfer Information With Offer (Jul 2013)

52.204-6 Data Universal Numbering System Number (Jul 2013)

(a) *Definition.* "Data Universal Numbering System (DUNS) number", as used in this provision, means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities, which is used as the identification number for Federal Contractors.

(b) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation DUNS or DUNS+4 followed by the DUNS number or DUNS+4 that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same concern.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call

Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and ZIP Code.

(iv) Company mailing address, city, state and ZIP Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

52.216-1 Type of Contract (Apr 1984)

The Government contemplates award of a firm fixed-price contract resulting from this solicitation.

(End of provision)

52.233-2 Service of Protest (Sept 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 [Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.] .

(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)

52.236-27 Site Visit (Construction) (Feb 1995)

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

(b) Site visits may be arranged during normal duty hours by contacting:

An organized site visit has been scheduled for -
Thursday, August 25, 2016 at 10:00 hrs.

Participants will meet at -

CAC-4 entrance of the American Consulate, which is located on Wetzlarer Strasse, 60435 Frankfurt

(End of provision)

L.2 MAGNITUDE OF CONSTRUCTION PROJECT

It is anticipated that the range of this contract will be between \$100,000.00 and \$250,000.00 US Dollars.

L.3 REVIEW OF DOCUMENTS

Each offeror is responsible for:

- (1) Obtaining a complete set of contract drawings and specifications;
- (2) Thoroughly reviewing such documents and understanding their requirements;
- (3) Visiting the project site and becoming familiar with all working conditions, local laws and regulations;
and
- (4) Determining that all materials, equipment and labor required for the work are available.
- (5) Furnishing complete information to subcontractors and suppliers, to include details of specifications and quantities.

Any ambiguity in the solicitation, including specifications and contract drawings, shall be reported immediately to the point of contact (POC) listed in block 9 of the Standard Form 1442. Any prospective offeror who requires a clarification, explanation or interpretation of the contract requirements must make a request to the POC listed in block 9 of the Standard Form 1442 not less than ten working days before the closing date of the solicitation. Offerors may rely ONLY upon written interpretations by the Contracting Officer.

L.4 SUBMISSION OF OFFERS

L.4.1 General

This solicitation is for the performance of construction services described in Section C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT, and the Attachments which are a part of this solicitation.

L.4.2 Qualifications of Offerors

Offerors must be technically qualified and financially responsible to perform the work described in this solicitation. At a minimum, each Offeror must meet the following requirements:

- (1) Have an established business with a permanent address and telephone listing;
-

- (2) Be able to demonstrate prior experience with suitable references;
- (3) Have the necessary personnel, equipment and financial resources available to perform the work;
- (4) Have all licenses and permits required by local law;
- (5) Meet all local insurance requirements;
- (6) Have no adverse criminal record; and
- (7) Have no political or business affiliation which could be considered contrary to the interests of the United States.
- (8) Be able to understand written and spoken English.

L.4.3 Joint Venture Agreements

Joint Venture Offerors shall furnish with their proposal a notarized legal document that establishes the Joint Venture. The Joint Venture 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. The Joint Venture Agreement shall include, at a minimum, the following:

- (1) Name of firms that form the Joint Venture and the name of the Joint Venture
- (2) Name and title of the corporate officials signing on behalf of each party
- (3) Solicitation number
- (4) Description of the responsibilities in terms of work category for each partner (for example Firm A performing Final of C-2-d) that sufficiently demonstrates how the joint venture meets the work requirements of this solicitation
- (5) 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.”
- (6) Date of issuance of the agreement and notarized signature of the corporate officials on behalf of each party.

The U.S. Government reserves the right to review the actual Joint Venture agreement to determine its basis and compliance with the applicable laws. Any internal agreement affecting the internal composition of the existing Joint Venture and its potential liabilities in relation to the contract (Letter of Credits, bank guarantees, insurance, etc.) will be sent to the Contracting Officer to provide notice of the same. Any change in the composition of the Joint Venture will require the Joint Venture to formally request a Novation Agreement in accordance with FAR Part 42 which will be approved/disapproved at the discretion of the Contracting Officer.

The Joint Venture shall include the warrant required in accordance with DOSAR 652.242-73, Authorization and Performance.

L.4.4 Summary of Instructions

- (a) Each offer shall consist of the following physically separate volumes:

<u>VOLUME</u>	<u>TITLE</u>	<u>No. of Copies</u>
1	Price Proposal, See section L.5.5.2 for specific details	1 original & 2 copies
2	Technical Proposal See section L.5.5.3 for specific details	1 original & 2 copies

- (b) The complete offer shall be submitted in hard copy format in a sealed package marked “PROPOSAL SGE500-16-R-0094, no later than 16:00 hours C.E.T. on Friday, September 16, 2016. Please see section

L.9 for the address and other specific details.

(c) Any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this solicitation shall be identified and explained/justified in the appropriate volume of the offer.

L.5.5 DETAILED INSTRUCTIONS

L.5.5.1 Proposals that are missing a significant amount of the required information may be determined to be non-responsive and eliminated from consideration at the government's discretion.

L.5.5.2 VOLUME 1 - PRICE PROPOSAL:

- (a) **Standard Form 1442** - Complete blocks 14 through 20 C
- (b) **Section J** - Complete Attachment J2 - Pricing Schedule
- (c) **Section K**, a completed Representations, Certifications and other Statements of Offerors or Respondents.
- (d) Provide proof of SAM Registration; see section I and proof of **DUNS number Registration** see section K.

L.5.5.3 VOLUME 2: TECHNICAL PROPOSAL.

(A) **PERFORMANCE SCHEDULE.** The performance schedule shall be presented in the form of a time scaled Network Diagram CPM Schedule clearly showing the critical path, indicating commencement and completion of the entire project within the required contract completion schedule. The schedule shall be in sufficient detail to clearly show each portion of work and its planned commencement and completion date.

(B) **KEY PERSONNEL:** The Government considers the offeror's Program Manager, Project Engineer, and the Field Superintendent for Construction to be key personnel under any contract resulting from this solicitation. The offeror shall provide a detailed resume and the experience of these individuals. If these individuals are not current employees provide a letter of intent.

The Contractor shall provide all of the following required information for all key personnel:

1. Name of Individual, Date of Birth, Nationality;
2. Language proficiency;
3. Role on this specific construction project (for example Project Manager, Site Superintendent, QC Manager).
4. Describe the Individuals experience in the location where the work is to be performed.
5. List experience relevant to the type of work required by this contract in chronological order, listing most recent experience first. Include following information with each experience listed:
 - i. Employing Construction Firm
 - ii. Project Title and description, highlighting similarities to work required by this contract
 - iii. Value of the project (US Dollars)
 - iv. Start and end date (month/year) of this individual's involvement on the project
 - v. Individual's responsibilities on the project
 - vi. Customer point of contact

(C) MANAGEMENT INFORMATION: – Provide the following:

1. Company profile including a list of names, addresses and telephone numbers of the owners, partners, and principal officers of the Offeror;
2. A list of the names, addresses, and telephone numbers of all subcontractors and all principal materials suppliers to be used on the project, clearly indicating what portions of the work will be performed by them. This list shall be presented in sufficient detail to indicate which work will be performed by the Contractor work force and equipment, and the work which will be performed by subcontractor work force and equipment. For the subcontractors identified, provide documentation that demonstrates their experience relevant to the works planned to be assigned to them under the respective subcontracts.
3. A comprehensive list of equipment owned, equipment available, and equipment projected to be assigned to the work described in the solicitation. This shall also include a separate listing of subcontractor equipment assigned to the project;
4. A listing of the number of personnel - broken down into discipline/craft - that will be assigned to this project. This shall include both the Contractor work force and that of any proposed subcontractor;
5. In accordance with DOSAR 652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999) provide written certification that authorization to operate and do business in the country in which this contract will be performed, has been obtained.
6. A letter or similar documentation from a financial institution confirming that in the event of contract award, the required contract irrevocable letter of credits (ILC) will be provided punctually, and in accordance with the contract requirements at Section H.1. The letter should clearly stipulate that two separate ILC's, both in the value of 20% i.e. 40% overall coverage, will be provided. The letter shall contain a point of contact and a telephone number, to enable the government to contact the source and verify the information.
7. Submit complete details/proof of local certification required for this project, this applies to Contractors and Subcontractors.

(D) CONSTRUCTION EXPERIENCE AND PAST PERFORMANCE: - Submit a list of three relevant contracts that clearly demonstrate prior experience in construction projects, that were;

1. Physically completed within the past five years.
2. Similar in magnitude (US\$ amount).
3. Similar in construction features, described in this solicitation complete and ready for use.

Provide the following information for each contract or project and describe:

1. Customer's name, address, and telephone numbers of customer's lead contract and technical personnel;
2. Contract value, number and type;
3. Date of the contract award place(s) of performance, and completion dates;
4. The contractors ability to perform all design, architectural, engineering and construction services for the development of construction documents and completion of mechanical construction; - Resolve difficult mechanical engineering problems;
5. The contractors ability to produce mechanical designs for construction, additions, upgrades, and demolition; and
6. The contractor's ability to perform engineering modifications to existing systems and other technical work.
7. Brief description of the work, including responsibilities;
8. Comparability to the work under this solicitation;
9. Brief discussion of any major technical problems and their resolution;
10. Method of acquisition (fully competitive, partially competitive, or noncompetitive), and the basis for award (cost/price, technical merit, etc.);
11. Any terminations (partial or complete) and the reason (convenience or default).
12. If any problems were encountered during the project, the offeror shall provide an explanation of problems and the corrective action taken.
13. For any of the projects submitted, provide a written performance evaluation executed at the completion of the project, if available. If not in English, please provide a courtesy translation in English.

If more than three (3) projects are submitted, only the three (3) most recent will be evaluated. The projects may be contracts for the U.S. Government or other clients.

No more than 2, one sided, A4 pages of written material shall be submitted for each project. In additional photographs may be provided, and shall be limited to four A4 size sheets per project.

Joint venture offerors SHALL INCLUDE AT LEAST ONE CONTRACT FOR EACH PARTNER, where each partner performed by itself or part of a joint group, however the total number of contracts submitted shall not exceed three.

(E) **PRELIMINARY QUALITY MANAGEMENT PROGRAM.** In accordance with section E.3.7(ii) of the solicitation the contractor shall provide with their offer two separate Quality Management Program (QMP) organizational structure reports for the Construction portions of the contract. These programs shall be in sufficient detail and shall include charts, description of key personnel and service to be performed. The QMP shall be in sufficient detail to clearly demonstrate to the Government's evaluation team that the contractor has a clear understanding of the project.

(F) **PERFORMANCE OF WORK BY CONTRACTOR.** Identify the work, by percentage that will be performed by the contractor with its own work force on site. Identify sub-contractors that will perform more than 10 percent of the work. For the sub-contractors identified, list the percentage of work they will perform, and provide documentation that demonstrates their experience relevant to the works planned to be assigned to them under the respective subcontracts.

(G) If the offeror has selected Section K.6 (i), provide both a **Recruitment Plan** and a **Housing Plan**, as set forth in Section K.9. Accordingly, if the offeror has selected Section K.6 (ii), provide a **Recruitment Plan**.

L.5.5.4 RELATIONSHIP BETWEEN INSTRUCTIONS AND EVALUATION

Your attention is directed to the functional relationship between Sections L and M of this solicitation. Section L provides information for the purpose of organizing the proposal and is not intended to be all-inclusive. Section M describes evaluation factors for award. Since the Government evaluation of proposals will cover areas identified in Section M, proposals should address all such areas of evaluation.

L.6 - reserved.

L.7 - reserved.

L.8 PROPOSAL DUE DATE

The proposals shall be delivered, by courier or hand, **no later than 16:00 hours C.E.T. on Friday, September 16, 2016** in a sealed package marked "PROPOSAL SGE500-16-R-0094 and addressed to:

American Consulate General
Regional Procurement Support Office [RPSO]
Attn: Ms. Hannelore Godecki
Giessenerstrasse 30
D-60435 Frankfurt am Main, Germany

Tel: ++49-69-7535-3345 or ++49-69-7535-3300

Packages being delivered by hand should be taken to the Consulate CAC-4 entrance on Wetzlarer Strasse and inform the guards to call extensions 3345 or 3300. RPSO staff shall then personally come to the gate and accept the package(s). The guards themselves at CAC-4 are not authorized to accept any documents.

NOTE: No proposals will be accepted after the date/time specified above.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 EVALUATION OF PROPOSALS

M.1.1 General

To be acceptable and eligible for evaluation, proposals shall be prepared in accordance with Section L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERS OR RESPONDENTS, and shall meet all the requirements set forth in the other sections of this solicitation.

M.1.2 Basis for Award

The Government intends to award a contract resulting from this solicitation to the technically acceptable, responsible offeror with the lowest evaluated priced who is determined to be a responsible contractor within the meaning of FAR Part 9, paragraph 9.104. Evaluations will be conducted in accordance with the procedures set forth below:

(a) Initial Evaluation - All proposals received will be evaluated to ensure that each proposal is complete in terms of submission of each required volume, as specified in Sub-Section L.5, SUBMISSION OF OFFERS. Proposals that are missing a significant amount of the required information may be eliminated from consideration at the Government's discretion (including compliance with the requirements under Section K.6).

(b) Technical Evaluation - Those proposals remaining after the initial evaluation will be thoroughly reviewed to determine technical acceptability. Technical Acceptability will include a review of each element of the Technical Proposal identified in Section L.5.5.3. The end result of this review will be a determination of technical acceptability or unacceptability.

- (A) Performance Schedule.
- (B) Key Personnel
- (C) Management Information
- (D) Construction Experience
- (E) Technical specifications of proposed windows
- (F) Preliminary Quality Management Program.
- (G) Performance of Work by Contractor
- (H) Local Certification

1. The Government will evaluate the performance schedule, to review the sequence of work and to ensure that performance will be completed on time in accordance with the contract period of performance and that the contractor has demonstrated a clear understanding of the project. The end result of this review will be a determination of technical acceptability or unacceptability.

2. The Government will review the key personnel. The review will include a review of the qualifications of the proposed staff and their range of experience and knowledge.

3. The Government will evaluate the construction projects or contracts provided to evaluate both experience and past performance. Experience pertains to the types of work and volume of work previously or currently being performed by the contractor that are comparable to the types of work envisioned by this requirement in terms of size, scope and complexity. Past performance relates to how well a contractor has performed. The Government may contact references to verify experience and past performance. If the Government is aware of contracts that meet the requirements of this solicitation but have not been included in the 3 contracts submitted, it may evaluate those contracts in addition to those submitted.
4. The Government will review the amount of work to be performed by the contractor on site and the amount of work to be performed by sub-contractors. The Government will review the experience of the proposed sub-contractors relevant to the works planned to be assigned to them under this contract.
5. The Government will review the list of equipment owned, equipment available, and equipment projected to be assigned to the work to determine that is conducive with that for achieving the results required in the solicitation document. The review shall also consider the listing of subcontractor equipment assigned to the project.
6. The Government will review that the offeror has demonstrated that its workforce is sufficient in number to perform the work, or that the offeror has demonstrated the ability to obtain, at short notice, the number of workers required to undertake the project.
7. The Government will review the offeror's proposal to verify that the offeror is in possession of authorization to operate and do business in the country in which this contract will be performed in accordance with DOSAR 652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)
8. The Government will review the offeror's proposal to verify that the offeror has provided an acceptable letter or similar documentation from a financial institution confirming that in the event of contract award, the required contract bonding will be provided punctually, and in accordance with the contract requirements at Section H.1.
9. The Government will review the Construction Quality Management Program (QMP) to insure that the contractor has demonstrated a clear understanding of the project. The Government reserves the right to consider information independently obtained in the evaluation of past performance.
10. The Government will review the offeror's authenticity, and applicability of the local Certification required for this project.

(C) Responsibility will be determined by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

- (1) Adequate financial resources or the ability to obtain them;
- (2) Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- (3) Satisfactory record of integrity and business ethics;
- (4) Necessary organization, experience, and skills or the ability to obtain them;
- (5) Necessary equipment and facilities or the ability to obtain them; and
- (6) Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

M.1.3 Award Selection

The prices contained in Section B and the Price Proposal Breakdown, provided in Section J, Attachment J.1, of

all technically acceptable firms will then be reviewed and the award selection will go to the lowest evaluated priced, technically acceptable, responsible offeror. The Government will review the offerors Price Proposal Breakdown for compatibility against that of the Government cost estimate for the project. Likewise, the Government will review any options or choices the contractor has identified in the Breakdown of Price Proposal. This shall include a review of the specific method or approach and determination of conformity to the statement of work and acceptability to the Government.

Unsuccessful offeror's will be notified in accordance with part FAR 15.

The Government reserves the right to reject proposals that are unreasonably low or high in price. In establishing whether or not a price proposed has been understated, a comparison may be made between the proposed price and that of (1) the Independent Government Estimate; (2) to current price information from manufactures and independently obtained cost and price data; (3) fabrication, transportation, and installation costs, and (4) current labor rates.

M.2 AWARD WITHOUT DISCUSSIONS

In accordance with FAR Provision 52.215-1 (incorporated by reference in Section L of this RFP), offeror's are reminded that the Government may award this contract based on initial proposals and without holding discussions, pursuant to FAR 15.306(a)(3).

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