

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER N3654A17PR014J4		PAGE 1 OF 17	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER N3654A-17-T-1002	
6. SOLICITATION ISSUE DATE 03-Jan-2017		7. FOR SOLICITATION INFORMATION CALL: a. NAME DARREN S. GRAHAM		b. TELEPHONE NUMBER (No Collect Calls) 253-21-350-099		8. OFFER DUE DATE/LOCAL TIME 04:00 PM 10 Jan 2017	
9. ISSUED BY COMB JT TASK FORCE HORN OF AFRICA PSC 831 BOX 0013 FPO AE 09363-0001 TEL: FAX:		CODE N3654A		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____% FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 335999 SIZE STANDARD: 500			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO SOCFWDEA.J4 LTJG Dylan Hayden CAMPLEMONNIER DJIBOUTI CITY 09363 TEL: 311-824-4493		CODE W90YV5		16. ADMINISTERED BY		CODE	
17a. CONTRACTOR/OFFEROR TELEPHONE NO.		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY	
						CODE	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:		31c. DATE SIGNED	

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p>SEE SCHEDULE</p>					

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY <i>(Print)</i>		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT <i>(Location)</i>	
		42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SOCCE West Berthing Dorms Supplies FFP All electrical, plumbing, appliances, and other supplies according to the attached schedule of items FOB: Destination PURCHASE REQUEST NUMBER: N3654A17PR014J4 SIGNAL CODE: A	1	Lot		

NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
0001	45 dys. ADC	1	SOCFWD EA J4 Dylan Hayden CAMP LEMONNIER DJIBOUTI CITY 09363 311-824-4493 FOB: Destination	W90YV5

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR Clauses: <http://acquisition.gov/far/>

DFARS Clauses: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/>

(End of clause)

CLAUSES INCORPORATED BY REFERENCE

52.212-4	Contract Terms and Conditions--Commercial Items	MAY 2015
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.233-1	Disputes	MAY 2014
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.243-1	Changes--Fixed Price	AUG1987
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By the Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (NOV 2016)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

X (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved]

___ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

____ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (July 2013) (41 U.S.C. 2313).

____ (10) [Reserved]

____ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

____ (ii) Alternate I (NOV 2011) of 52.219-3.

____ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

____ (ii) Alternate I (JAN 2011) of 52.219-4.

____ (13) [Reserved]

____ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

____ (ii) Alternate I (NOV 2011).

____ (iii) Alternate II (NOV 2011).

____ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

____ (ii) Alternate I (Oct 1995) of 52.219-7.

____ (iii) Alternate II (Mar 2004) of 52.219-7.

____ (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).

____ (17)(i) 52.219-9, Small Business Subcontracting Plan (Nov 2016) (15 U.S.C. 637(d)(4)).

____ (ii) Alternate I (Nov 2016) of 52.219-9.

____ (iii) Alternate II (Nov 2016) of 52.219-9.

____ (iv) Alternate III (Nov 2016) of 52.219-9.

____ (v) Alternate IV (Nov 2016) of 52.219-9.

____ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

____ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

____ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

____ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

____ (22) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).

____ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

____(24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

____(25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

____(26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).

____(27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

____(28) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

____(29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

____(30) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).

____(31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

____(32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (33)(i) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

____(ii) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

____(34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

Per Court Injunction dated 24 Oct 2016 and OMB memo dated 25 Oct 2016 do not implement the following until further direction.

____(35) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

____(36) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016).

____(37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____(ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____(38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (June, 2016) (E.O. 13693).

____(39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (June, 2016) (E.O. 13693).

____(40) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

____(ii) Alternate I (OCT 2015) of 52.223-13.

- ____(41)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- ____ (ii) Alternate I (Jun 2014) of 52.223-14.
- ____(42) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- ____(43)(i) 52.223-16, Acquisition of EPEAT[supreg]-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- ____(ii) Alternate I (Jun 2014) of 52.223-16.
- X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- ____(45) 52.223-20, Aerosols (June, 2016) (E.O. 13693).
- ____(46) 52.223-21, Foams (June, 2016) (E.O. 13693).
- ____(47) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).
- ____(48) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ____(ii) Alternate I (May 2014) of 52.225-3.
- ____(iii) Alternate II (May 2014) of 52.225-3.
- ____(iv) Alternate III (May 2014) of 52.225-3.
- ____(49) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ____(50) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ____(51) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ____(52) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ____(53) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ____(54) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ____(55) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ____(56) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).
- X (57) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).
- ____(58) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

____ (59) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

____ (60)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

____ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

____ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

____ (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

____ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

____ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

____ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).

____ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

____ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(v) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xi) _____(A) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

_____ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

Per Court Injunction dated 24 Oct 2016 and OMB memo dated 25 Oct 2016 do not implement the following until further direction.

(xvi) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

(xvii) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016)).

(xviii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xix) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xx) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

5252.243-9400 Authorized Changes Only By The Contracting Officer (Jan 1992)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicate with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME: Darren Graham
ADDRESS: darren.s.graham.mil@mail.mil
TELEPHONE: 824-5190

(End of Clause)

INVOICING INSTRUCTIONS

Provide the following information on the invoice:

- Name and Address of the Vendor
- Invoice date and number
- Contract number
- Description of product and price per Contract Line Items
- Identify the contract line item(s) on the payment request that reasonably reflect contract work performance
- Separately identify a payment amount for each contract line item included in the payment request
- Name and address of Contracting Officer:

MAJ Darren S. Graham
CJTF HOA/CCO PSC 831 BOX 0013
FPO AE 09363-0001

Name and Address of Contracting Officer's Representative TBD

--EFT Banking information to include:

SWIFTCODE (as applicable), Bank Name, Bank Address, Bank Account Number, Account POC Name.

--Include the following statement at the bottom of all invoices:*

“I CERTIFY THAT THE CHARGE(S) LISTED ON THIS INVOICE IS/ARE VALID AND PROPER FOR PAYMENT AND THAT THE GOODS/SERVICES HAS/HAVE BEEN RECEIVED AND ACCEPTED BY THE GOVERNMENT”

PRINT: SIGN: DATE:

**Do not sign or date this statement as the US government is the acceptor to certify supply/service received.*

NOTE: Your invoice must reflect and request payment of US Dollars, and you will be paid in US Dollars. Invoicing any other currency will delay payment processing.

Failure to include all the information above could result in a delay in payment.

US GOVERNMENT POINT OF CONTACT

MAJ Darren S. Graham CJTF HOA/CCO
PSC 831 BOX 0013
FPO AE 09363-0001
TEL: 253-21-341-582
DSN: 311-824-4023
darren.s.graham.mil@mail.mil

Submit invoice to:

darren.s.graham.mil@mail.mil

Payment Method

Payment of this award will be executed via Electronic Funds Transfer made payable to the vendor after proper invoice is submitted to the US Government Point of Contact.

QUOTE SUBMISSION INSTRUCTIONS

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449).

(b) Submission of quotations. All required submissions (1-3) must be included with your quotation. Failure to provide all of the required submissions may result in the quotation being considered unacceptable, in which case it will not be further considered for award. Quotations shall be submitted electronically to darren.s.graham.mil@mail.mil.

(1) Administrative

- i. Signed SF 1449 (shall have a “wet” ink signature)
- ii. Acknowledgement of all solicitation amendments

(2) Item Schedule

- i. Include a price for each item/supply in the “Item Schedule”.
- ii. Complete the “Item Schedule” and submit it with the quotation.
- iii. Include a proposed date (withn 15, 30 or 45 days) with the “Item Schedule”.

(3) Price Schedule

- i. A total price shall be submitted on the Signed 1449. Partially completed 1449s may cause the quotation to not be accepted.

(c) Multiple quotations. Quoters are NOT encouraged to submit multiple quotations presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation.

(d) Late submissions.

(1) Quoters are responsible for submitting quotations so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that quotations are due.

(2) Any quotation received at the Government office designated in the solicitation after the exact time specified for receipt of quotations is late and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late quotation would not unduly delay the acquisition.

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

(e) Contract award. The Government intends to evaluate quotations and issue a purchase order based on the initial quotations received. Therefore, the quoter’s initial quotation should contain the quoter’s best terms from a price and technical standpoint. The Government reserves the right to request revised quotations from, or negotiate final purchase order terms with, one or more, but not all, quoters if later determined by the Contracting Officer to be necessary. However, the Contracting Officer will not establish a competitive range, conduct discussions, or otherwise use the procedures described at FAR

15.306. The Government may reject any or all quotations if such action is in the public interest; and issue a purchase order to other than the quoter with the lowest priced quotation.

(f) Requests for information. The contracting officer will not notify unsuccessful quoters that responded to this solicitation. Quoters may request information on award(s) resulting from this solicitation from the contracting officer.

(g) Procurement. This requirement will be procured under FAR Subpart 13.1.

(h) Questions and Answers. All questions regarding the solicitation must be submitted electronically to darren.s.graham.mil@mail.mil at least two days prior to the due date.

(End of provision)

(a) BASIS FOR CONTRACT AWARD

(1) The Government will award a purchase order resulting from this solicitation on the basis of the best value to the Government under the procedures of FAR Subpart 13.1. The Government intends to evaluate quotations and award a purchase order without discussions. Therefore, the contractor's initial quotation should contain the best terms from a price and past performance standpoint. However, the Government reserves the right to request clarifications if later determined by the Contracting Officer to be necessary. The Government may reject any or all quotations if such action is in the public interest; and waive informalities and minor irregularities in the quotations received.

(2) The process of selection will be the following: the Government will evaluate each quotation to determine compliance with the quotation submission instructions. **Quotations that do not comply with the solicitation's instructions may be excluded from consideration of award.** After determining compliance with the solicitation's instructions, the Government will evaluate each quotation based on the evaluation factors as listed below:

Factor I: Price

(b) FACTOR EVALUATION

(1) The Government will evaluate each quotation to determine if it is compliant with the solicitation's instructions. Each compliant quotation will be arranged from low price to high price. Starting with the low price quotations:

i. The quoter's pricing will be evaluated for price reasonableness. The Contracting Officer may conduct a "Price Realism" analysis. If an offeror's proposed pricing appears to be so low, as to indicate a lack of understanding of the required products, and it presents a risk to the Government, then it will not be considered for award.

ITEM SCHEDULE

ITEM	QTY	U/I	Unit Price	Extended Cost	Delivery Date
1.2M Flourescent Light Fixture, Complete	34	Each(EA)			
1.2M Outdoor Flourescent light tubes	12	Each(EA)			
1.2M Outdoor Flourescent lights	14	Each(EA)			
1/2"x6" CONCRETE ANCHOR BOLTS	6	EA			
10,000L BLACK WATER TANK, Medium Density Plastic UV Stabilized	1	EA			
100mm - 50mm REDUCER	10	EA			
100mm 45 DEGREE ELBOW PVC-U	16	EA			
100mm 90 DEGREE ELBOW PVC-U	14	EA			
100mm PVC-U (6m LENGHTS)	22	EA			
100mmX100mmX100mm Y PVC-U	12	EA			
120mm Cable/box connectors	8	Each(EA)			
120mm Five Wire	252	Meter(M)			
125A three pole breaker	5	Each(EA)			
125A three pole breakers SQUARE D	5	Each(EA)			
20 Amp Single Pole Breaker	54	Each(EA)			
20mm FLEX SUPPLY LINE (30cm LENGTH)	30	EA			
20mm PPRC 90 DEGREE ELBOW	100	EA			
20mm PPRC PIPE (13' LENGHTS)	12	EA			
20mm PPRC TEE	30	EA			
20mm SHUT OFF WALVE FEMALE THREAD 1/2 X 1/2	30	EA			
220 outdoor outlet (complete)	7	Each(EA)			
220 outlet (complete)	86	Each(EA)			
220v Exhuast fans (approx. 40x40cm)(approx. 100-200cfm)	3	Each(EA)			
25.00mm Box Connectors	8	Each(EA)			
25.00mm Cable Clamps	8	Each(EA)			
25.00mm five wire	4	Meter(M)			
25mm -20mm PPRC REDUCER	40	EA			
25mm PIPE CLAMPS	100	EA			
25mm PPRC ELBOW	40	EA			
25mm PPRC PIPE	54	EA			
25mm PPRC TEE	40	EA			
25mm X 1/2" PPRC FEMALE ADAPTER	30	EA			
3 way light switch, indoor	4	Each(EA)			
3 way light switch Outdoor, complete	8	Each(EA)			
30 Amp Single Pole Breaker	16	Each(EA)			
30A three pole breaker	4	Each(EA)			
30A three pole disconnect outdoor (five wire)	4	Each(EA)			
30A two pole outdoor disconnect	36	Each(EA)			
4.00mm box connectors	272	Each(EA)			
4.00mm three wire	585	Meter(M)			
4mm-6mm Cable straps	1000	Each(EA)			
50mm DRAIN TAIL PIECE SET	8	EA			
50mm P-TRAP SET	8	EA			
50mm PVC-U (6m LENGHTS)	11	EA			
50mm PVC-U UNION	6	EA			
50mm SHOWER DRAIN	6	EA			
50mm S-TRAP FOR SHOWER	6	EA			
6.00mm box connectors	95	Each(EA)			
6.00mm five wire	31	Meter(M)			

ITEM	QTY	U/I	Unit Price	Extended Cost	Delivery Date
6.00mm three wire	760	Meter(M)			
63 Amp three pole breaker	4	Each(EA)			
63mm - 50mm REDUCER	5	EA			
63mm PVC-U ELBOW	14	EA			
63mm PVC-U PIPE (6m LENGHTS)	22	EA			
63mm PVC-U TEE	2	EA			
80GL WATER HEATER 230V ELECTRIC	2	EA			
A/C SPLIT UNIT 12,000BTU HEAT PUMP 230V 50HZ	60	EA			
BATHROOM MIRROR (approx. 50x35cm)	6	EA			
CEMENT BOARD	200	SQ METER			
CERAMIC FLOOR TILE 30X30cm, gray	200	SQ METER			
CERAMIC WALL TILE 30X20cm, gray	100	SQ METER			
DOOR KNOB, KEYED LOCKSET	30	EA			
DOOR SOLID CORE 80MMx200MM (32"), wood	30	EA			
DOOR SOLID CORE 90MMx200MM (36"), wood	4	EA			
DRYER VENT END CAP	6	EA			
DRYER VENT FLEX DUCT	6	EA			
Electrical Tape Black 3/4"x66' (19mmx20,1m)	2	Role(RL)			
Electrical Tape Blue 3/4"x66' (19mmx20,1m)	2	Role(RL)			
Electrical Tape Green 3/4"x66' (19mmx20,1m)	2	Role(RL)			
Electrical Tape Grey 3/4"x66' (19mmx20,1m)	2	Role(RL)			
Electrical Tape Red 3/4"x66' (19mmx20,1m)	2	Role(RL)			
EMERY CLOTH 50mm WIDE ROLL	4	EA			
Fire Extinguishers (10lb. ABC rechargeable)	6	Each(EA)			
FLOOR ADHESIVE (5L per bucket)	24	EA			
Grounding Rod Acorn 1.2M	12	Each(EA)			
GROUT GRAY	45	EA			
HARDIE BOARD	100	SQ METER			
indoor Panel	4	Each(EA)			
Junciton Box (100mmX100mmX50mm)	60	Each(EA)			
light switch, indoor	30	Each(EA)			
light switch Outdoor	15	Each(EA)			
LINOLEUM ROLL 50 SQ METERS (25Mx2M) 2mm thick	18	RL			
PAINT (20L per bucket) Latex Off White	8	EA			
PEDESTAL BATHROOM SINK SET	6	EA			
PIPE CLAMPS 200mm 2-HOLE	200	EA			
PIPE STRAP/TAPE FOR MOUNTING PIPE, 30m ROLL	4	EA			
PIPE VENT CAPS 100mm	4	EA			
Plastic Outdoor Panel	1	Each(EA)			
PVC GLUE (32OZ)	6	EA			
PVC Schedule 80 Pipe 152mm	6	Meter(M)			
Screw 38.1mm, wood	600	Each(EA)			
SHOWER FAUCET 20mm	6	EA			
SILICONE CAULK 30mL (tube)	20	EA			
SINK FAUCET 20mm SET	6	EA			
Slide latch bolt 3"	30	EA			

ITEM	QTY	U/I	Unit Price	Extended Cost	Delivery Date
Smoke Detectors	30	Each(EA)			
STACKABLE WASHER/DRYER ELECTRIC 230V 50HZ	4	EA			
TEFLON TAPE (1/2" x 260")	20	RL			
TIE RAP LEGRAND 31916	300	EA			
TOILET Complete	4	EA			
TOWEL RACK 122cm, metal	6	EA			
WASHER HOSES (5' long)	12	EA			
WATER SUPPLY PUMP	3	EA			
WHITE CEMENT (MORTAR)	5	EA			
Wire Nuts (4mm-6mm)	260	Each(EA)			

Total Price	
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