



USAID | BOSNIA-HERZEGOVINA

RFQ Issuance Date: April 22, 2014
Deadline for Receipt of Questions: April 29, 2014, Close of Business Sarajevo local time
RFQ Closing Date & Time: May 22, 2014, Close of Business Sarajevo local time

SUBJECT: Request for Quotation No.: **SOL-168-14-000008**

Dear Prospective Offeror:

The United States Government, represented by the U.S. Agency for International Development in Bosnia and Herzegovina (USAID/BiH), is seeking quotations from qualified local firms for a turnkey project for retrofit of heating, domestic hot water and air-heating (ventilation) systems at the Franciscan Monastery in Fojnica, as more specifically described in Section B (Scope of Work) of this RFQ.

The authority for this RFQ is found in the Foreign Assistance Act of 1961, as amended and FAR Part 13 (Simplified Acquisition Procedures), FAR Part 15 (Contracting by Negotiation) and FAR Part 36 (Construction and Architect-Engineer Contracts). Authorized geographical code for this procurement is 937. For the purposes of this program, this RFQ is being issued and consists of the cover letter and the following:

1. Solicitation cover form SF 1449
2. Section A – Quotation Submission Instruction;
3. Section B – Scope of Work;
5. Section C – Evaluation Criteria;
6. Section D – Contract Clauses; and
7. Section E – Solicitation Provisions

Quotes shall only be submitted via e-mail to Viktoria Hollosy at vhhollosy@usaid.gov and to Mirela Begic Hasimbegovic at mbegic@usaid.gov. Electronic submissions must be received by the stated closing date and time indicated above. Quotes received after the deadline will not be considered. Incomplete information submitted in response to this request for quotation will result in disqualification from competition. Hard copies are not requested and will not be considered.

USAID plans to award a Firm Fixed Price (FFP) Purchase Order for the deliverables described in Section B. Offerors must propose a firm fixed price that they believe is realistic and reasonable for the work. The Government intends to evaluate quotes using the lowest price technically acceptable source selection process and therefore, award will be made on the basis of the lowest evaluated price of quotes meeting or exceeding the acceptability standards for non-cost factors.

Any questions pertaining to this RFQ must be e-mailed by the stated closing date and time indicated above to Viktoria Hollosy (vhhollosy@usaid.gov) and to Mirela Begic Hasimbegovic at mbegic@usaid.gov, and must reference the RFQ No.: SOL-168-14-000008.

Roberta C. Frasurea 1, 71000 Sarajevo. tel +387-33-704-000, fax +387-33-219-298, www.usaid.gov/ba

RFQ No.: SOL-168-14-000008
RETROFIT OF HEATING, DOMESTIC HOT WATER AND AIR-HEATING (VENTILATION) SYSTEMS AT THE
FRANCISCAN MONASTERY IN FOJNICA

Issuance of this RFQ does not constitute and award commitment on the part of the Government, nor does it commit the Government to pay for costs incurred in the preparation and submission of a quotation. In addition, final award of any contract cannot be made until funds have been fully appropriated, allocated and committed through internal USAID procedures.

Thank you for your interest in USAID's programs and activities.


Sincerely,

A handwritten signature in black ink, appearing to read "Alexander Bond". The signature is fluid and cursive, with a large, sweeping loop at the end.

Alexander Bond
Contracting Officer
USAID/Bosnia and Herzegovina

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: REQ-168-14-000036
 PAGE OF: 1 | 39
 2. CONTRACT NO.:
 3. AWARD/EFFECTIVE DATE:
 4. ORDER NUMBER:
 5. SOLICITATION NUMBER: SOL-168-14-000008
 6. SOLICITATION ISSUE DATE: 04/15/2014

7. FOR SOLICITATION INFORMATION CALL:  a. NAME: Viktoria Hollosy
 b. TELEPHONE NUMBER (No collect calls):
 8. OFFER DUE DATE/LOCAL TIME: 05/22/2014 1700 LT

9. ISSUED BY: CODE: BOSNIA
 USAID Bosnia-Herzegovina
 00001
 7130 Sarajevo Place
 Washington, DC 20521-7130
 10. THIS ACQUISITION IS: UNRESTRICTED OR SET ASIDE: 100.00 % FOR:
 SMALL BUSINESS
 HUBZONE SMALL BUSINESS
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
 WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
 EDWOSB
 8(A)
 NAICS: 541990
 SIZE STANDARD: \$14.0

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED: SEE SCHEDULE
 12. DISCOUNT TERMS:
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
 13b. RATING:
 14. METHOD OF SOLICITATION: RFQ IFB RFP

15. DELIVER TO: CODE: USAID/BIH
 USAID/Bosnia-Herzegovina
 Ambasada SAD-a
 Roberta C. Frasurea 1
 71000 Sarajevo; BiH
 16. ADMINISTERED BY: CODE:

17a. CONTRACTOR/OFFEROR: CODE: FACILITY CODE:
 18a. PAYMENT WILL BE MADE BY: CODE:
 TELEPHONE NO.:

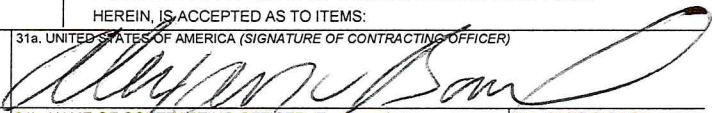
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The United States Government, represented by the U.S. Agency for International Development in Bosnia and Herzegovina (USAID/BiH), is seeking quotations from qualified local firms for a turnkey project for retrofit of heating, domestic hot water and air-heating (ventilation) systems at the Franciscan Monastery in Fojnica, as more specifically described in Section B (Scope of Work) of this RFQ. Continued ... <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				

25. ACCOUNTING AND APPROPRIATION DATA: 26. TOTAL AWARD AMOUNT (For Govt. Use Only):

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA: ARE ARE NOT ATTACHED.
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA: ARE ARE NOT ATTACHED.

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.
 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): Alexander Bond 31c. DATE SIGNED:

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	HEATING FOR FOJNICA MONASTERY				

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
--	-----------	---

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	

33. SHIP NUMBER	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
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

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 (YY/MM/DD)	42d. TOTAL CONTAINERS

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SECTION A – QUOTATION SUBMISSION INSTRUCTIONS

GENERAL INSTRUCTIONS TO OFFERORS

Please provide the following for consideration of your quote:

1. No more than 5 pages describing the proposed strategy for completion of the services described in Section B.
2. No more than 2 pages of corresponding summary budget and budget narrative.
3. The C.V./Biography of the firm principle and Team Manager to be assigned to this project.
4. Relevant past performance information with contact details for reference check.

The quote must include the following elements:

- ✓ Description of the methodology and implementation schedule (to be submitted with your quote)
- ✓ Control of deadlines and work quality
- ✓ Staff training on handling and maintenance of the facility

Additional requirements specific for each Lot are listed in the Lot descriptions under Section B.

52.212-1 Instructions to Offerors - Commercial Items. (JULY 2013)

(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). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents,

if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) “Remit to” address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender’s request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, 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 offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

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

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

(C) If this solicitation is a request for proposals, it was the only proposal received.

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

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

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers 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 offers 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.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section
Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<http://assist.daps.dla.mil>).

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database.) 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 or DUNS+4 number that identifies the offeror’s name and address. 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 SAM records for identifying alternative Electronic Funds Transfer (EFT)

accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) System for Award Management. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

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

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

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

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

(4) A summary of the rationale for award;

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

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

(End of provision)

Addendum to 52.212-1 Instructions to Offerors - Commercial Items. (JULY 2013)

Instructions for registration in SAM database

In order for a legal entity to be registered in SAM database, as mandated by the Subsection (t) of the applicable clause 52.212-4 Contract Terms and Conditions - Commercial Items (JUN 2013), the following steps must be completed:

1. A valid DUNS number, unless the offeror already hasn't received one, will be obtained by completing a web form on the following link:
<http://fedgov.dnb.com/webform/CCRSearch.do>
At this site, vendors can check the existing DUNS numbers or request a new one if a DUNS is not available.
2. Upon receipt of the DUNS number (usually within 48 hours upon submission of the web form), a NCAGE number will be obtained through
<https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx>
3. Twenty four hours of receipt of the NCAGE, the prospective contractor can start SAM registration at <https://www.sam.gov/portal/public/SAM/> . Prior to registration of the legal entity, an Individual User Account must be created.

[END OF SECTION A – QUOTATION SUBMISSION INSTRUCTIONS]

SECTION B – SCOPE OF WORK

SOLICITATION FOR A TURNKEY PROJECT FOR RETROFIT OF HEATING, DOMESTIC HOT WATER AND AIR-HEATING (VENTILATION) SYSTEMS AT THE FRANCISCAN MONASTERY IN FOJNICA

GENERAL INFORMATION

The Franciscan Monastery of the Holy Spirit in Fojnica represents cultural and historical heritage, which should be taken into account in the implementation of this project. The church and the monastery were originally built in the XIV century and have been rebuilt several times since then. The present day church was built in 1888 and the monastery in 1863. The monastery has been reconstructed several times since then, and the last reconstruction of the central part and the museum was done in 2008. The whole complex (the monastery, the museum, the Church of the Holy Spirit, the wall and the surroundings), the Museum collection, the Archives and the Library are part of the national heritage of Bosnia and Herzegovina. The Archives and Museum include, among other things, the old library (over 10,000 titles), the new library (over 37,000 titles), Ahdnama, known as the oldest document on human rights in history (1463), and the Fojnica Book of Coats of Arms, one of the most famous collections of the coats of arms of Bosnian noblemen in the Middle Ages.

The following lots are included in this Solicitation:

- Lot 1** Preparation of preliminary designs for mechanical and civil engineering works
- Lot 2** Preparation of the Main Design for the boiler house, mechanical and electrical installations, water supply and sewage systems, and construction works
- Lot 3** Delivery and transport, installation and commissioning of the heating system
- Lot 4** Supervision of works by a selected company licensed for performing these works
- Lot 5** Acceptance of works after testing that proves that the heating, air-heating and domestic hot water systems properly operate and achieve designed capacities

A Quote must include all five Lots. For further information see Section **DESCRIPTION OF LOTS** below.

PROJECT TECHNICAL REQUIREMENTS

Basic information about the building

With respect to architecture and building designs, the Monastery complex consists of several units that are mutually connected by communication corridors. These units were not built at the same time and the quality of insulation and purpose of the space are not the same. There have been no

significant works relevant to the repair of the façade except in case of the Museum. Figure 1 shows the layout of the complex with individual buildings.

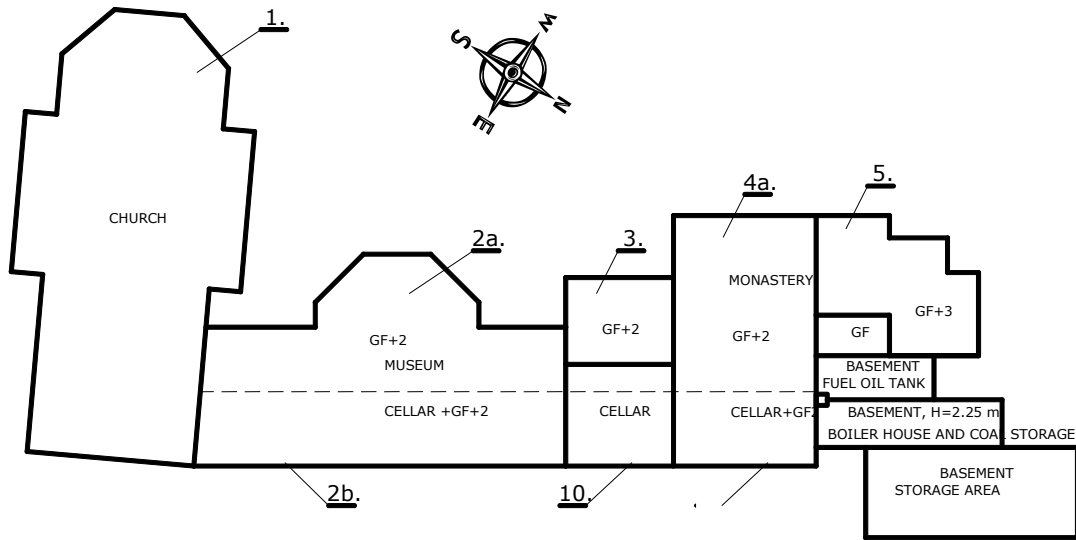


Figure 1. Monastery complex layout

- Number 1 is the church.
- Number 2 is the Museum. It consists of the ground floor and two floors. In the part marked as 2b, under the building there is a cellar area.
- Numbers 3, 4, 5 and 6 represent the Monastery living quarters. Parts 3 and 4 have a ground floor and two upper floors; Part 6 has only a ground floor; and Part 5 has a ground floor and three upper floors. In the part of the building marked 4b, there is basement area under the building.
- Numbers 7, 8, and 9 are auxiliary facilities that were added on, currently used as storage areas. The roof slab of buildings 8 and 9 is at the level of the terrain at the northwest part of the complex, while for the building 7, the roof slab is raised by approximately 1m.
- Number 10 is the basement. Its ceiling slab is a plateau surrounded by units 2, 3 and 4.

Figure 2 is a photograph of the whole complex, showing the Church, Museum and Monastery (looking from left to right).



Figure 2 . Photograph of the Franciscan Monastery Complex in Fojnica

The buildings' technical documentation (architectural, heating, and electrical) is not available because it either does not exist or has been misplaced.

The total heated area is 2610 m².

Basic geographic data and climate conditions

Fojnica is situated some 50 km from Sarajevo to the west in the Dragača river valley on the northeast slopes of the mountain Vranica. The height above the sea level of 587 m and the position in the central Dinarides determine the continental/mountainous type of climate. The main characteristics of this type of climate are low temperatures, low air pressure, strong winds, reduced air humidity and a high annual amount of precipitation with significant portion of snowfall. The average *annual* temperature is around 8.2°C and the average annual number of sunny hours varies from 1600 to 1700 hours per year.

For Fojnica and its surrounding environs, the outside design temperature, according to still applicable but outdated regulations, is -18°C. This temperature should be reconsidered with proper analysis/references in the calculation of required heating capacities. The number of heating degree days should also be reconsidered.

The average heating season is 215 days per year.

Assessment of Heat Energy Demand

The approximate current heat demand per building unit is estimated the basis of assumed specific heat loss for certain parts of the building (Table 1).

Table 1. The assessment of heat energy demand on the basis of assumed specific heat loss

	Part of the building (according to the Figure 1)	Useful area [m ²]	Volume [m ³]	Specific heat loss [W/m ²]	Estimated heat energy demand for heating purposes [kW]
1	Church	457	4799	Not heated	Not heated
2a	Museum (GF +2)	946	2840	80	75.68
2b	Museum (cellar)	143	429	60	8.58
3	Monastery (GF+2)	147	441	110	16.17
4a	Monastery (GF +2)	555	1665	110	61.05
4b	Not heated part of the monastery (cellar)	58	174	Not heated	Not heated
5	Monastery (GF +3)	346	1038	100	34.60
6	Monastery (GF)	16	48	120	1.92
7	Not heated part of the monastery – fuel oil tank (cellar)	30	90	Not heated	Not heated
8	Not heated part of the monastery – boiler house and coal storage (cellar)	51	118	Not heated	Not heated
9	Storage area, not heated	107	321	Not heated	Not heated
10	Basement, not heated part (cellar)	44	132	Not heated	Not heated
	ALL TOGETHER [kW]:				198.0

The heating capacity should be increased by the heat capacity of the air heating system of some 75 kW and heating capacity of the domestic hot water preparation system of some 20 kW. Proper calculations are to be included in the Main Design –Construction Drawing Package.

Basic information about the existing heating system

In the complex of the Monastery of the Holy Spirit in Fojnica, the heating system has been designed to have floor heating and a system of air heating with ventilation in the Museum and radiators in the Monastery. The Church and the basement of the Monastery are not heated.

The system of central preparation of domestic hot water has been constructed for Monastery requirements (bathrooms and kitchen).

Energy sources for heating and domestic hot water preparation purposes in the complex are distributed at four locations in the basement comprising three completely independent systems.

Museum Heating

Heating of the Museum is done as floor heating with a 200 kW hot water boiler (manufacturer

Buderus) and a 500 kW fuel oil burner (manufacturer Weishaupt) which is adjusted to the boiler capacity. The pipe distribution system for the ventilation of the building has also been constructed; however, this system is not operational. Fuel oil supply is done from two steel tanks with the overall volume of 9 m³. On the basis of visual inspection, almost the whole equipment is in good state. The boiler, combustion chamber, tanks, distribution system and other elements of the installation are located in building 10 (Figure 1.).

The hot water boiler operates with a load of some 30% with maximum heat losses, while it operates with the load below 10% during the greater part of the heating season. In addition to this poor technical solution, which significantly reduces the energy efficiency of the system, it is also necessary to mention the following:

- The circulation pump has a flow of 8.5 m³/h while the system requires only 4 m³/h.
- A system for automatic regulation is not operational for the hot water boiler. As already mentioned, floor heating is planned for this building, which requires regulation and a lower temperature of the starting main, achieved by mixing boiler water and return water from the installation. The three-way valve is not operational, since it does not have a motor drive and been manually preset.

It is emphasized that a complete audit of the existing situation is needed for the purpose of maximum utilization of the existing equipment.

Monastery heating and hot water preparation

Heating of the Monastery (Figure 1 – Buildings 3, 4, 5 and 6) is done by means of radiator heating with the 230 kW solid fuel hot water boiler. As an alternative, a hot water boiler (manufacturer Viessmann) with a 300 kW fuel oil burner (manufacturer Weishaupt) has been installed but has never been put into operation.

The preparation of domestic hot water is done by means of a TAM -TVT Boris Kidrič, model CEB 430 accumulation boiler for domestic hot water, with an integrated circulation pump, water accumulation of 430 liters, a hot water heater and electric heater 2×4 kW.

In the case of the monastery, the degree of use of installed capacity is also low which indicates inefficient operations of the system.

The insulation of the pipeline in the unheated part of the building is greatly damaged, which causes unnecessary dissipation of heat.

The low efficiency of this system is also affected by circulation pumps that are dimensioned for a flow of about 15 m³/h, which is some three time larger than the required flow.

As can be seen, the above-described heat energy systems are energy inefficient.

DESCRIPTION OF LOTS

Lot 1 Preparation of preliminary designs for mechanical and civil engineering works

The goals of the retrofit are:

1. Reduction of energy costs,
2. Provision of adequate thermal comfort, and
3. Reduction of environmental pollution.

With these goals in mind the proposal of two conceptual solutions is required, one of which will include the use of locally available biomass.

It is necessary to analyze and inspect in detail the existing boilers and accompanying equipment and assess their usability in the new, retrofitted system.

The preliminary design for the mechanical engineering works should define all key equipment, determine their capacities and dimensions and graphically show the functional distribution of equipment (layout) and define the required electric power of electricity consuming equipment and main routes for connecting the key components. The preliminary design must include all other elements as specified in applicable laws and regulations.

The preliminary design for the civil engineering works should define activities necessary for functional operation of a retrofitted boiler house. Since there are no available as-built designs for this complex, it is recommendable to either draw layout plans or cross sections of the whole complex at the preliminary design level. The purpose of these drawings is to enable the drawing of mechanical installations and possible consideration of available options for technical solutions. The preliminary design must include all other elements as specified in applicable laws and regulations.

Lot 2 Preparation of the Main Design for the boiler house, mechanical and electrical installations, water supply and sewerage systems and construction works

All Main Designs should be done in compliance with applicable regulations. Main Designs should be prepared by a licensed design company.

In addition to floor and radiator heating (about 200 kW), heat energy is also used for the following:

- System of air-heating and ventilation of the Museum with the heat capacity of about 75 kW (not currently in operation);
- Domestic hot water preparation system. This system is used for kitchen and bathroom purposes in the Monastery for about 15 persons. Currently, electric water heaters are used. In the next period, it is expected that a tank for domestic hot water with the volume of 1 m³ and a built-in solar heater, electric heater and hot water heater will be installed. At the roof

of the building, vacuum solar collectors will be installed with the surface of 3 x 3 m², which will be suitable for the preparation of domestic hot water during a clear day in summer. This installation is not an integral part of this project but the Offeror should take into account the possibility of connecting the solar heating system.

The proposal for Lot 2 should include the following elements:

- Approvals from an authorized fire protection company for the entire project documentation, as per the current regulations
- All other elements as defined in applicable laws and regulations and technical conditions and the specified technical conditions

Lot 3 Delivery and transport, installation and commissioning of the heating system

The works include dismantling of old equipment in the boiler house, equipment inspection before installation and submission of manufacturer's certificate on equipment quality to the Supervisor of works, installation of new equipment, delivery of spare parts for one year of operation, installation of the biomass storage, connections of components, intervention on existing pipe network, replacement of all ordinary radiator valves with thermostatic valves, replacement of all circulation pumps with more efficient ones, installation of automatic regulation of temperature in the secondary circle according to outside temperature, adjustment of electric installations and water supply and sewage installations to new requirements, necessary construction interventions required for proper operations of the system.

Lot 4 Supervision of works by a selected company licensed for performing these works

The Offeror will propose a firm authorized to supervise works encompassed by the Main Design and define the price for their services. This Lot includes ensuring that the works are done in accordance with the Main Design, that all laws and regulations, including those regarding work safety are respected, and keeping a construction log book and all other duties as defined in applicable laws and regulations.

Lot 5 Acceptance of works after testing in which it has been proved that the heating, air-heating and domestic hot water systems are properly operating and achieving designed capacities

The Offeror will propose a procedure for performance validation, a firm authorized to conduct such performance validation and the price for their services.

A procedure for performance validation of equipment and the whole facility that will verify performance equal to or better than that contracted for, needs to be prepared by the contractor. The contractor will submit to USAID a procedure for an independent and authorized institution to conduct testing, pursuant to written approval of the proposed institution and the procedure. Upon submission of the project to USAID, the Contractor of the "turn key" project issues a completion certificate.

Additional information on LOTS

Taking into account the nature of planned activities, it is not possible for a single company to execute all five lots. **However, a Offeror must bid for all five Lots** but for Lot 4 come to an agreement with and propose another qualified company to execute Lot 4. The same company that will execute Lot 4 will review and approve the testing procedure for Lot 5. The lots will be executed in sequence of 1-5. After the completion of each individual Lot, the selected Contractor will report to the Investor (USAID) on the completed works. Within the period of two weeks after the receipt of the Report, the Investor will notify the selected Contractor whether the Report has been accepted or rejected. The rejection of the Report implies negotiations regarding the manner and deadlines for removal of deficiencies. Deficiencies will have to be removed within the period of 4 weeks after the receipt of complaints in writing from the Investor. The rejection of the Report is possible only once per lot. If the Report is rejected two times for one lot, the Contract will be terminated in line with the provisions specified therein. USAID reserves the right to contract an authorized company to review the Main Design - Lot 2, and the Offeror will be obligated to amend the Main Design according to the Review at no additional cost.

Any changes regarding the scope or price from those specified and defined for Lots in the Contract will be the subject matter of negotiation between the Investor and the selected Contractor. Before performing activities that deviate from the agreed scope and cost, the selected company will have to notify the Investor in writing and receive approval. The maximum allowed increase in price is 10% with respect to the price specified in the Contract for Lots 1, 2, 4 and 5 and 20% for Lot 3.

Period of Performance

The period of performance is 60 days from the signing of the contract.

Payment

Payment to the contractor will be made within 15 days of completion and final acceptance of deliverables.

[END OF SECTION B – SCOPE OF WORK]

SECTION C – EVALUATION CRITERIA FOR AWARD LOWEST PRICE TECHNICALLY ACCEPTABLE (LPTA)

EVALUATION FACTORS FOR AWARD

a. Basis for Award

This acquisition will utilize Lowest Price Technically Acceptable (LPTA) source selection procedures in accordance with FAR 15.101-2. This is a competitive LPTA best value source selection in which technical acceptability is considered the most important factor. By submission of its offer, the Offeror accepts all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements. All technically acceptable offerors, with satisfactory past performance, shall be treated equally except for their prices. Failure to meet a requirement may result in an offer being determined technically unacceptable. Offerors must clearly identify any exception to the solicitation and conditions and provide complete accompanying rationale.

The Government intends to select ONE contractor for award of this effort.

For the purpose of award, the government shall evaluate offers based on the evaluation factors described below:

FACTOR 1 Technical Acceptability (Pass/Fail)

- Feasibility and technical soundness of the proposed design;
- Meeting the minimal technical requirements of the requested system, in terms of capacity and comprehensiveness;
- Compliance with the applicable regulations;
- Possession of the valid mandatory design certificates and approvals (including the certificate on protection from fire and explosion from the authorized institution or individual)
- Quality of the equipment to be installed (required official attestation)
- An estimated energy cost reduction

FACTOR 2 Technical Warranty (Pass/Fail)

- Validity and terms of the warranty
- Ability of the service parts and regular maintenance

FACTOR 3 Past Performance (Pass/Fail)

- Previous experience on projects of similar type and volume will be evaluated. The offeror shall provide a list of reference projects as a part of the quote, together with the contact details for each reference.

FACTOR 4 Costs / Price

- Total proposed cost, including the cost related to works to be subcontracted under the Lot 4, provided in an itemized manner.

NOTE: USAID will require certificates attested by an authorized company, verifying quality and compliance of implemented materials and works with the relevant regulations. The final payment will be transferred to the implementer only after the attestations are delivered to USAID.

b. Rejection of Unrealistic Offers:

The Government may reject any quote that is evaluated to be unrealistic in terms of program commitments, including contract terms and conditions, or unrealistically high or low in cost/price, or are unbalanced, such that the quote is deemed to reflect an inherent lack of competence or failure to comprehend the technical requirements.

c. Source Selection Decision:

The government shall select the source based upon a best value evaluation of the offeror's technical acceptability, technical warranty, past performance and cost. The government shall choose the lowest realistically priced, responsive, with satisfactory performance, and technically acceptable offer for award.

[END OF SECTION C - EVALUATION CRITERIA]

SECTION D – CONTRACT CLAUSES

52.212-4 Contract Terms and Conditions - Commercial Items. (JUL 2013)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory

infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.—

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if

transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) System for Award Management (SAM).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract 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 SAM 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.

(2)(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 FAR 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; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(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.

(3) 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 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.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of clause)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items. (JAN 2014)

(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) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

 Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(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) (Pub. L. 108-77, 108-78).

(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:

 (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

 X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

 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 (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

 (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

 X (6) 52.209-6, Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).

 (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

 (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

 (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C.

657a).

___ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (11) [Reserved]

___ (12)(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).

___ (13)(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.

___ (14) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)).

___ (15)(i) 52.219-9, Small Business Subcontracting Plan (Jul 2013) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (Oct 2001) of 52.219-9.

___ (iii) Alternate II (Oct 2001) of 52.219-9.

___ (iv) Alternate III (Jul 2010) of 52.219-9.

___ (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).

___ (17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

___ (18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (June 2003) of 52.219-23.

___ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (21) 52.219-26, Small Disadvantaged Business Participation Program— Incentive

Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

 (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).

 (23) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

 (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).

 (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).

 (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

 (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).

 (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

 (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).

X (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

 (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

 (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (34) 52.222-54, Employment Eligibility Verification (Jul 2012). (Executive Order 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.)

 (35)(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.)

X (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

 (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal

Computer Products (Dec 2007) (E.O. 13423).

__ (ii) Alternate I (Dec 2007) of 52.223-16.

__ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

__ (39) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

__ (40)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (Nov 2012) (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 (Mar 2012) of 52.225-3.

__ (iii) Alternate II (Mar 2012) of 52.225-3.

__ (iv) Alternate III (Nov 2012) of 52.225-3.

__ (41) 52.225-5, Trade Agreements (Nov 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (42) 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).

__ (43) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

__ (44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

__ (45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

X (46) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

__ (47) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (48) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

__ (49) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (50) 52.232-36, Payment by Third Party (Jul 2013) (31 U.S.C. 3332).

___ (51) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (52)(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:

___ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 351, et seq.).

___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

___ (7) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O.13495).

___ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

___ (9) 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 (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (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 \$650,000 (\$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 (Jan 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 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.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

___Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

- (x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
- (xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, et seq.).
- (xii) 52.222-54, Employment Eligibility Verification (Jul 2012).
- (xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xv) 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)

52.236-2 Differing Site Conditions.

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of—

(1) Subsurface or latent physical conditions at the site which differ materially from those indicated in this contract; or

(2) Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; *provided*, that the time

prescribed in paragraph (a) of this clause for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

(End of clause)

52.236-3 Site Investigation and Conditions Affecting the Work.

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

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

(End of clause)

52.236-7 Permits and Responsibilities.

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

(End of clause)

52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements.

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site, and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work.

If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

(End of clause)

52.236-12 Cleaning Up.

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

(End of clause)

[END OF SECTION D - CONTRACT CLAUSES]

SECTION E – SOLICITATION PROVISIONS

52.236-28 Preparation of Proposals—Construction.

- (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)

302.3.5.17 Limitation on Subcontracting to Non-Local Entities (May 2012)

- (a) Applicability. This clause applies to i) contracts that have been awarded to those local entities under the authority of and as defined in Section 7077 of Public Law 112-74, the Consolidated Appropriations Act, 2012 (P.L. 112-74), also known as "Local Competition Authority" and ii) contracts awarded to local entities (as defined in in Section 7077 of Public Law 112-74) under the authority at AIDAR 706.302-70.
- (b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract for—
- (1) Services (except construction), at least 50 percent of the cost of contract performance incurred for personnel must be expended for employees of the prime/local entity.
 - (2) Supplies (other than procurement from a nonmanufacturer of such supplies), the prime/ local entity concern must perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
 - (3) General construction, the prime/ local entity concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors, the concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

(c) By submission of an offer and execution of a contract, the Offeror/Contractor represents that it is an individual, a corporation, a nonprofit organization, or another body of persons that—

- (1) Is legally organized under the laws of;
- (2) Has as its principal place of business or operations in; and
- (3) Either is--

(A) majority owned by individuals who are citizens or lawful permanent residents of; or

(B) managed by a governing body the majority of whom are citizens or lawful permanent residents of; a country in which this contract will be primarily performed.

(d) For purposes of this clause, `majority owned' and `managed by' include, without limitation, beneficiary interests and the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the organization's managers or a majority of the organization's governing body by any means.

(End of provision)

52.236-27 Site Visit (Construction).

(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:

Name: Elvira Challenger, Development Program Specialist
USAID/Bosnia and Herzegovina

Email: echallenger@usaid.gov

(End of provision)

[END OF SECTION E – SOLICIATION PROVISIONS]

[END OF RFQ NO.: SOL-168-14-000008]