

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. N40084-12-R-0001	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 27-Jan-2012	PAGE OF PAGES 1 OF 42
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IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. ACQR2358663	6. PROJECT NO. P-184
7. ISSUED BY NAVFAC FAR EAST IPT FE PSC 473 BOX 13 FPO AP 96349-0013 TEL: FAX:	CODE N40084	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE See Item 7 TEL: FAX:
9. FOR INFORMATION CALL:	A. NAME PAMELA J. HAMLIN	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 243-9323

SOLICITATION

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

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying no., date):*
Design/Build Potable Water Plant Modernization, US Navy Support Facility, Diego Garcia

PHASE-ONE OF RFP NO. N40084-12-R-0001, DESIGN AND BUILD POTABLE WATER PLANT MODERNIZATION AT THE U.S. NAVY SUPPORT FACILITY, DIEGO GARCIA

This is Phase-One of the subject solicitation and its purpose to prequalify interested contractors who submit proposals in accordance with the solicitation and the Prequalification Evaluation Factors and its description. A maximum of five (5) offerors from Phase-One will advance to Phase-Two.

The Government intends to select the most qualified offerors and evaluate proposals without discussion (except limited exchanges with offerors to clarify certain aspects of proposals that will allow the Government to better understand the offerors qualifications and experience and allow offerors to explain or resolve ambiguities or other concerns in an offerors initial proposal submission.) If the Government seeks clarification, it will be limited to those offerors based on initial evaluation deemed to have the greatest likelihood of being selected

11. The Contractor shall begin performance within <u>14</u> calendar days and complete it within <u>950</u> calendar days after receiving <input checked="" type="checkbox"/> award, <input type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See _____.)	
12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	12B. CALENDAR DAYS

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 4 copies to perform the work required are due at the place specified in Item 8 by _____ (hour) local time _____ (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee is, is not required.

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

D. Offers providing less than 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

SOLICITATION, OFFER, AND AWARD (Continued)*(Construction, Alteration, or Repair)***OFFER (Must be fully completed by offeror)**14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*15. TELEPHONE NO. *(Include area code)*16. REMITTANCE ADDRESS *(Include only if different than Item 14)***See Item 14**

CODE

FACILITY CODE

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

AMOUNTS

SEE SCHEDULE OF PRICES

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

19. ACKNOWLEDGMENT OF AMENDMENTS*(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)*

AMENDMENT NO.

DATE

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

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)***ITEM**

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

 10 U.S.C. 2304(c) 41 U.S.C. 253(c)

26. ADMINISTERED BY

CODE

27. PAYMENT WILL BE MADE BY:

CODE

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

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

29. AWARD *(Contractor is not required to sign this document.)*

Your offer on this solicitation, is hereby accepted as to the items listed. This award commutes the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*31A. NAME OF CONTRACTING OFFICER *(Type or print)*

30B. SIGNATURE

30C. DATE

TEL:

EMAIL:

31B. UNITED STATES OF AMERICA
BY

31C. AWARD DATE

Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>BASE FFP POTABLE WATER PLANT MODERNIZATION at the U.S. NAVY SUPPORT FACILITY, DIEGO GARCIA - The Contractor shall provide all labor, materials, equipment, transportation, coordination, and supervision necessary for the design and construction of a new single story water treatment facility capable of producing 1,200,000 gallons of drinking water per day in Cantonment area. All incidental related work shall be completed and facilities shall be ready for use. FOB: Destination PURCHASE REQUEST NUMBER: ACQR2358663</p>	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	<p>OPTION ITEM 1 FFP CLIN 0002 may or may not be awarded. Option item(s), if awarded, will be awarded within 30 calendar days after the time of award of the base contract. The material, labor, and equipment prices for the option item(s) shall not be included in the base bid and shall be listed separately on the price proposal sheet. FOB: Destination</p>	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Lump Sum		

OPTION ITEM 2

FFP

CLIN 0003 may or may not be awarded. Option item(s), if awarded, will be awarded within 30 calendar days after the time of award of the base contract. The material, labor, and equipment prices for the option item(s) shall not be included in the base bid and shall be listed separately on the price proposal sheet.

FOB: Destination

NET AMT

Section 00100 - Bidding Schedule/Instructions to Bidders

PART I – INSTRUCTIONS FOR OFFERORS

SITE VISIT/PREPROPOSAL CONFERENCE

A site visit and pre-proposal conference will be scheduled in Phase II.

SUBMISSION OF TECHNICAL PROPOSAL (PHASE I)

An original, four (4) copies and one (1) compact disk of the technical proposal for FACTORS 1, 2, and 3 shall be submitted on or before 27 February 2012, 11:00 A.M. Japan Standard Time (JST) or as amended. The sealed package should be marked in the bottom right corner "TECHNICAL PROPOSAL SUBMITTED UNDER RFP N40084-12-R-0001-and titled DO NOT OPEN IN MAILROOM." Identify the original proposal as "Original" on the Cover of the proposal. The TECHNICAL PROPOSAL shall be tabbed, include a table of contents and shall be submitted in a three-ring binder(s). The TECHNICAL PROPOSAL shall be in accordance with FAR 52.215-1 and include the following:

- (1) All information required by Factor 1, Technical Approach
- (2) All information required by Factor 2, Experience
- (3) All information required by Factor 3, Past Performance

Only offers received by mail or package delivery service on or before 11:00 A.M., JST, 27 February 2012, will be considered. Electronic (E-mail, facsimile, etc.) submissions are not authorized. No escort service or pick up of proposals from the main gate will be provided.

Address your reply as follows:

Naval Facilities Engineering Command Far East
IPT FE, Code OP3A
PSC 473 Box 13
Building 1828 Tomaricho, Yokosuka
Kanagawa, Japan 238-0001

PRE-AWARD SURVEY

A pre-award survey may be conducted on all firms, to include joint venture partners and subcontractors indicating firm commitments to this acquisition, submitting proposals. The pre-award survey is not a part of the past performance evaluation. Please include at minimum, the following information as a part of your price proposal under a separate tab, entitled "Pre-Award Survey Information". Other information may be requested as directed by the Contracting Officer and the information shall be submitted within three working days of the request.

Provide a list of the projects. Include contract number, brief description of the project, dollar value, percent complete, whether your firm is performing as a prime contractor or a subcontractor and the percentage of the work that applies to your firm, point of contact, and phone number. Please note that the Government may contact the point of contacts listed for verification of information.

AMENDMENTS

Amendments will be posted to the websites <https://asia.neco.navy.mil> and <https://www.fbo.gov> . Hard copies of the amendment will not be mailed. It is the offeror's responsibility to check the website periodically for any amendments to the solicitation.

Contractor must acknowledge any and all amendments issued under this solicitation either by annotating it on the SF1442 or signing each SF30 (amendment) and submitting it with the contractor's proposal.

INSURANCE REQUIREMENTS

Procure and maintain during the entire period of performance under this contract the following minimum insurance coverage:

- (4) Comprehensive general liability: ¥50,000,000 per occurrence

1. Certificate of Insurance for Comprehensive general liability

Certificate of insurance shall indicate *Contract Number, Contract Title, Insurance Limit, and Insurance coverage*.

Certificate of insurance shall provide for at least 30 days written notice to the Contracting Officer by the insurance company prior to cancellation or material change in policy coverage.

- (5) Automobile liability: ¥20,000,000 per person, ¥50,000,000 per occurrence for bodily injury, ¥50,000,000 per occurrence for property damage
- (6) Workmen's compensation: As required by Japanese workers' compensation and occupational disease statutes.
- (7) Others as required by Japanese law.

RESPONSIBILITY DETERMINATION

FAR 9.104 requires prospective contractors to demonstrate, among other things, that they have adequate financial resources to perform the contract of ability to obtain them, capability to comply with the required performance schedule, a satisfactory performance record, and be otherwise eligible to receive an award under applicable laws and regulations. The pre-award survey is not a part of the technical evaluation. The following information shall be submitted with the price proposal:

- a. Company financial statements (balance sheets and income statements) for the past three years.
- b. Financial resources available to perform the contract. Submit evidence of availability of working/operating capital that will be used for the performance of the contract. If the offeror plans to rely on financial support from other sources, identify the maximum lines of credit that will be available to include documentation to support the amounts. The maximum lines of credit should be based upon the inclusion of this contract effort. For joint ventures discuss the financial responsibilities among the companies and provide the same information for each partner.
- c. Newly-formed entities (e.g. limited liability companies ("LLC's"), limited partnerships ("LTD's") and newly-created corporate subsidiaries) that is the entity liable on the contract ordinarily have no record-of and insufficient record-of relevant experience, past performance, and financial capability to support a responsibility determination. In such cases, the offeror may rely on the

resources of the LLC member, parent, limited partner, or other entities related to the offeror for responsibility purposes where the offeror submits a guarantee from the entity providing the resources.

- d. A list of existing commercial and government business commitments to include contract numbers, names of Contracting Officers, telephone numbers, value of contract, completion date and percent complete. If the list of existing commitments is extensive, provide the required information on at least five projects of similar dollar value and a summary of the existing commitments to include number of contracts, total dollar value of all contracts, and total dollar value of work remaining.

JOINT VENTURES (JV), LIMITED LIABILITY COMPANIES (LLC), LIMITED PARTNERSHIPS (LTD), AND ETC.

Joint Ventures and Limited Liability Companies and Limited Partnerships shall submit the following additional documentation regarding their business entities with the price proposal:

- a. A copy of the JV, LLC or LTD agreement.
- b. A detailed statement outlining the following in terms of percentages where appropriate:
 1. The relationship of the team/partners/parties in terms of business ownership, capital contribution, profit distribution or loss sharing.
 2. The management approach in terms of who will conduct, direct supervise, and control.
 3. The structure and decision-making responsibilities of the partners/parties in terms of who will control the manner and method of performance of work.
 4. Identify (by name and title) the personnel having the authority to legally bind the partners/parties (including authority to execute the contract documents and bonds).
- c. A list of partners/parties, to include company name, DUNS and CAGE numbers, address, point of contact, e-mail address, phone number and facsimile number.

CENTRAL CONTRACTOR REGISTRATION

Offerors must be registered in the Central Contractors Registration (CCR) database to be eligible for award. For more information, please go to www.ccr.gov. In conjunction with the required registration in CCR, contractors shall complete electronic annual representations and certifications at <http://orca.bpn.gov>. For more information see FAR Clause 52.204-7 Central Contractor Registration.

INQUIRIES

Inquiries regarding the Request for Proposal shall be submitted no later than 15 (fifteen) days before the proposal due date via email. All inquiries shall contain the following information: Please use attachment, Request for Information Form

Company Name:
Phone Number:
Specification Section:
Page:
Detail:

Senders Name:
Email Address:
Paragraph:
Drawing Number:
Contractor Question:

Email address: pamela.hamlin@fe.navy.mil
PART II -- EVALUATION FACTORS FOR AWARD

GENERAL CONTRACT DESCRIPTION

This acquisition will result in award of a Firm-Fixed Price (FFP), Design and Build contract for Potable Water Plant Modernization at U.S. Navy Support Facility, Diego Garcia, to construct a single-story water treatment facility capable of producing 1,200,000 gallons of drinking water per day in Cantonment area. The water treatment facility building will have a concrete structural, concrete roof, floor slab, concrete masonry units (CMU) walls and concrete foundation. The buildings will have roll-up doors for access to equipment. The buildings will house water Pre-Filter system, Nano-Filtration (NF) treatment systems, appurtenances to provide treated drinking water, with supporting variable frequency pumping systems, valves, meters, control room, one office, one toilet, 1,000 SF storage room, chloramines injection system, and Chlorine injection system room with outside entrance. Remove existing utility poles and fence, and relocate existing overhead power and communication wiring of underground.

This Design and Build project contains base contract and two option CLIN items. Base contract includes construction work for CLIN 0001, and all design work for CLIN 0001 and CLIN 0002. Option-1 includes construction work for adding new functions to Supervisory Control and Data Acquisition (SCADA) system. Option-2 includes on-site execution and coconut tree selection work for CLIN 0003. These option items may or may not be awarded. Option item(s) will be awarded within 30 calendar days after the time of award. The material, labor, and equipment prices for the option item(s) shall not be included in the base bid and shall be listed separately on the price proposal sheet.

The Contractor shall be required to complete the entire work, ready for use, not later than 950 calendar days, including the mailing period, after the date of Award. The mailing period includes the days for mailing of the Notice of Award and the submission of the required bonds and Certificate of Insurance. The time for completion shall include final clean up of the premises. The completion period will not increase with addition of Option items.

GENERAL OVERVIEW OF PROCUREMENT PROCESS

This solicitation is formatted as a Request for Proposal (RFP) in accordance with the requirements designated by FAR 15.203 and NFAS for a negotiated procurement utilizing the Two-Phase Design/Build selection procedures of FAR 36.3. This method permits evaluation of proposals based on price competition, technical merit and other factors; permits impartial and comprehensive evaluation of offerors' proposals; permits discussions if necessary; and ensures selection of the source whose performance provides best value to the Government.

The Government reserves the right to reject any or all proposals at any time prior to award; to negotiate with any and all offerors; to award to other than the offeror submitting the lowest total price; to award to other than the offeror submitting the highest technically rated proposal; and to award to the offeror submitting the proposal determined by the Government to be the most advantageous (best value) to the Government. OFFERORS ARE ADVISED AWARD MAY BE MADE WITHOUT DISCUSSIONS OR ANY CONTACT CONCERNING THE PROPOSALS RECEIVED. Offerors should not assume they will be contacted or afforded an opportunity to qualify, discuss, or revise their proposals. However, the Government reserves the right to clarify certain aspects of proposals or conduct discussions providing an opportunity for the offeror to revise its proposal.

Offerors are expected to examine and follow the instructions, provisions and attachments of this Phase-one solicitation. Failure of an Offeror to do so will be at the Offeror's own risk of receiving a less than favorable evaluation.

Any proposal may be found unacceptable and ineligible for consideration if the offeror does not comply with the requirements of this phase-one request for proposal.

MAGNITUDE OF THE ACQUISITION

The magnitude of the contract or contracts in terms of dollar value is more than \$10,000,000.

INTENT TO AWARD WITHOUT DISCUSSIONS

The Government intends to evaluate all proposals received and award a contract or contracts without conducting discussions; therefore, your initial proposal shall conform to the solicitation requirements and should contain the best offer from a technical and price standpoint. However, the Government reserves the right to conduct discussion to maximize the Government's opportunity to obtain the best value, base on the requirements and the evaluation factors set forth in the solicitation.

ENFORCEABILITY OF PROPOSAL

The proposal must set forth full, accurate and complete information as required by this solicitation. The Government will rely on such information in the award of a contract. By submission of the offer, the Offeror agrees that all items proposed (e.g. key personnel, designers, subcontractors, management plan, etc.) will be utilized for the duration of the contract and any substitutions will be equal or better than as proposed accepted for the contract award and shall require prior Contracting Officer's approval.

PART III. EVALUATION FACTORS

EVALUATION CRITERIA AND BASIS OF AWARD

The contract or contracts resulting from this solicitation will be awarded to the responsible Offeror or Offerors whose offers, conforming to the solicitation, are determined to be the most advantageous to the Government considering price and technical merit. Award may be made to other than the lowest priced Offerors or other than the highest technically rated Offerors. The technical evaluation factors, when combined, are approximately equal in importance to price. Business judgments and tradeoffs may be used to determine the proposal or proposals offering the best value to the Government. In determining the best value to the Government, the Government need not quantify the tradeoff's that lead to the best value decision.

The Government reserves the right to eliminate from consideration for award any or all offers at any time prior to award of the contract; to negotiate with offerors in the competitive range; and to award the contract to the offeror submitting the proposal determined to represent the best value—the proposal most advantageous to the Government, price and other factors considered.

As stated in the solicitation, the Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. In addition, if the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

The tradeoff process is selected as appropriate for this acquisition. The Government considers it to be in its best interest to allow consideration of award to other than the lowest priced offeror or other than the highest technically rated offeror.

As stated in the solicitation, all technical evaluation factors when combined are approximately equal to price.

Any proposal found to have a deficiency in meeting the stated solicitation requirements or performance objectives will be considered ineligible for award, unless the deficiency is corrected through discussions. Proposals may be found to have either a significant weakness or multiple weaknesses that impact either the individual factor rating or the overall rating for the proposal. The evaluation report must document the evaluation board's assessment of the identified weakness(s) and the associated risk to successful contract performance resulting from the weakness(s). This assessment must provide the rationale for proceeding to award without discussions.

TECHNICAL EVALUATION FACTORS

For Two-Phase Design-Build procurements, Factors 1-3 will be evaluated in Phase I and Factors 4-6 will be evaluated in Phase II. Factor 1 will only be rated Acceptable or Unacceptable. If an offeror is rated Unacceptable, then they will not be considered for award. For the overall rating and best value consideration, only Factors 2-6 will be considered in total. Technical Factors 2-6 are approximately equal.

Phase I:

Factor 1 – Technical Approach

Factor 2 – Experience

Factor 3 – Past Performance

Phase II:

Factor 4 – Safety

Factor 5 – Technical Solution

Factor 6 – Energy and Sustainable Design

Betterments: Any betterment (defined as an Offeror proposed enhancement to the basic RFP requirement) included in an offeror's proposal should be submitted and identified in the applicable technical factor. The government will consider betterments that improve energy efficiency, reduce the total cost of ownership, and/or increase the reliability and maintainability of the facility as more advantageous than betterments that do not improve energy efficiency, reduce the total cost of ownership, and/or increase the reliability and maintainability of the facility. The Government prefers all desirables to be met before betterments are proposed. Note: Please be advised that betterments that alter RFP requirements may be construed as non-conforming. Each betterment will be evaluated to ensure it does not conflict with the requirements of the solicitation or site limitations, is within the scope of the project (DD 1391) and that it increases value of the final product. Betterments that include maintenance services to equipment or facilities will be evaluated as non-conforming. Maintenance service work will not be performed as a part of this contract.

In the applicable technical factor, provide a description of each Offeror proposed betterments. Document the technical features including ones that substantially reduce utility consumption, reduce the total cost of ownership, and/or increase the reliability and maintainability of the facility. List to include; proposed energy savings targets for each betterment, applicable LEED credits to be obtained, and proposed enhancements and/or extensions to standard warranties. It is the Offeror's responsibility to ensure that all betterments are identified. Failure to identify a betterment may result in the betterment not being evaluated as such.

PHASE I

Factor 1 – Technical Approach:

(a) Solicitation Submittal Requirements:

The Offeror shall submit the following information:

The Offeror's technical approach to the composition of the Design-Build (DB) team for this contract will be evaluated in this factor. For each DB team member identified in the proposal, the Offeror shall clearly describe the role and responsibilities in performance of the contract. The Offeror shall list all necessary design disciplines and identify whether the work is being accomplished in-house or identify the design consultant. The Offeror shall clearly identify the Designer of Record (DOR). It is the responsibility of the Offeror to ensure that all necessary design disciplines for this project are addressed. The Offeror shall also identify the DB team members whose projects will be submitted to demonstrate Construction Experience under Factor 2.

The Offeror shall submit a signed copy of a joint venture agreement, partnership agreement, teaming agreement, or letter of commitment for each member of the Offeror's team identified above (e.g., joint venture partner, partner, team member, subcontractor, parent company, subsidiary, or other affiliated company, etc.).

If an Offeror is utilizing experience information of affiliates/subsidiaries/parent /LLC/LTD member companies (name is not exactly as stated on the SF1442), the proposal shall clearly demonstrate that the affiliate/subsidiary/parent firm will have meaningful involvement in the performance of the contract.

FAR Part 9.6 defines contractor team arrangements. Contractor team arrangement, as used in this subpart, means an arrangement in which -- (1) Two or more companies form a partnership or joint venture to act as a potential prime contractor; or (2) A potential prime contractor agrees with one or more other companies to have them act as its subcontractors under a specified Government contract or acquisition program.

(b) Basis of Evaluation:

This factor will be rated on an acceptable or unacceptable basis. Firms that have clearly demonstrated a technical approach that identifies resources to perform both the design and construction work of the contract will be receive an acceptable rating. Firms that are rated unacceptable will be found ineligible to proceed to Phase II.

Factor 2- Experience:

(a) Solicitation Submittal Requirements:

The Offeror shall submit the following information:

(1) Construction Experience:

Submit a maximum of five (5) construction projects for the Offeror that best demonstrates your experience on relevant projects that are similar in size, scope, and complexity to the RFP. For purposes of this evaluation, a relevant project is further defined as new construction or renovation of water treatment facilities with a minimum project value of \$15,000,000 (U.S. dollars).

Projects submitted for the Offeror shall be completed within the past ten (10) years of the date of issuance of this RFP. If not complete, the project shall be at least 80% complete.

A project is defined as a construction project performed under a single task order or contract. For multiple award and indefinite delivery/indefinite quantity type contracts, the contract as a whole should not

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

The attached Construction & Design Experience Project Data Sheet (Attachment A) is MANDATORY and SHALL be used to submit project information. If the same project is being used to demonstrate construction and design experience, submit separate Project Data Sheets for construction and design. Except as specifically requested, the Government will not consider information submitted in addition to this form. Individual blocks on this form may be expanded; however, total length for each project data sheet shall not exceed one double-sided page (or two single-sided pages).

For all submitted projects, the description of the project shall clearly describe the scope of work performed and the relevancy to the project requirements of this RFP (i.e.: unique features, square footage, construction methods). In addition, the description should also address any sustainable features for the project, including specific descriptions of those features. This requirement also applies to LEED "Self Certified" or "Sustainable Validated" project (i.e., those not having U.S. Green Building Council (USGBC) certificate). For projects which are registered USGBC LEED Certified, submit a copy of the LEED certificate.

If the Offeror is a Joint Venture (JV), relevant project experience should be submitted for projects completed by the Joint Venture entity. If the Joint Venture does not have shared experience, projects shall be submitted for each Joint Venture partner. If no shared project experience is demonstrated, proposals that fail to submit projects for each partner may be rated lower. Offerors are still limited to a total of five (5) projects combined.

The Offeror may utilize experience of a subcontractor that will perform major or critical aspects of the requirement to demonstrate construction experience under this evaluation factor.

The Government will not consider any project submitted for Factor 2 if it was performed by a firm other than the Offeror and there is no supporting joint venture agreement, partnership agreement, teaming agreement, letter of commitment, or explanation of meaningful involvement provided in Factor 1.

(2) Design Experience

Submit a maximum of five (5) design projects for the design team that best demonstrates design experience on relevant projects that are similar in size, scope, and complexity to the RFP. For purposes of this evaluation, a relevant project is further defined as new construction or renovation of water treatment facilities with a minimum project value of \$15,000,000 (U.S. dollars).

Projects submitted shall be completed within the past ten (10) years of the date of issuance of this RFP. For design-build projects, the design portion of the contract shall have been completed within the past ten (10) years of the date of issuance of this RFP. If not complete, project shall be at least 80% complete.

A project is defined as a complete design effort performed under a single task order or contract/subcontract. For multiple award and indefinite delivery/indefinite quantity type contracts, the contract as a whole should not be submitted as a project; rather Offerors should submit the work performed under a task order as a project.

The attached Construction & Design Experience Project Data Sheet (Attachment A) is MANDATORY and SHALL be used to submit project information. If the same project is being used to demonstrate construction and design experience, submit separate Project Data Sheets for construction and design. Except as specifically requested, the Government will not consider information submitted in addition to this form. Individual blocks on this form may be expanded; however, total length for each project data sheet shall not exceed one double-sided page (or two single-sided pages).

For all submitted projects, the description of the project shall clearly describe the scope of work performed and the relevancy to the project requirements of this RFP (i.e.: unique features, square footage, construction methods). In addition, the description should also address any sustainable features for the project, including specific descriptions of those features. This requirement also applies to LEED "Self Certified" or "Sustainable Validated" project (i.e., those not having U.S. Green Building Council (USGBC) certificate). For projects which are registered USGBC LEED Certified, submit a copy of the LEED certificate.

The Offeror may utilize experience of a design subcontractor to demonstrate design experience under this evaluation factor.

The Government will not consider any project submitted for Factor 2 if it was performed by a firm other than the Offeror and there is no supporting joint venture agreement, partnership agreement, teaming agreement, or letter of commitment provided in Factor 1.

(b) Basis of Evaluation:

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

Proposals that fail to provide required and complete information may be rated lower.

Relevant projects where the Offeror and the proposed design firm(s) have previously worked together may receive a higher rating than those that have not worked together.

Relevant projects where the proposed design firms have previously worked together may receive a higher rating than those that have not worked together.

Relevant projects that demonstrate design-build experience may receive a higher rating than those that do not have design-build experience.

Relevant projects that demonstrate experience with sustainable features may receive a higher rating than those that do not demonstrate experience with sustainable features.

Factor 3– Past Performance:

(a) Solicitation Submittal Requirements:

Submit Past Performance Questionnaires (Attachment B) for each project included in Factor 2 for both Construction Experience and Design Experience. Mere references to PPQs previously submitted for other RFPs will not be accepted; However, offerors should provide completed Past Performance Questionnaires (PPQ) for this solicitation. This does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation. If the Offeror is unable to obtain a completed PPQ from a client for a project(s) before proposal closing date, the Offeror should complete and submit with the proposal the first page of the PPQ, which will provide contract and client information for the respective project(s). The Government may make reasonable attempts to contact the client noted for that project(s) to obtain the PPQ information. However, Offerors should follow-up with clients/references to help ensure timely submittal of questionnaires. (Note: Clients are highly encouraged to submit questionnaires directly to the Offeror. However, if the client requests, questionnaires may be submitted directly to the Government's point of contact, Pamela Hamlin, pamela.hamlin@fe.navy.mil).

Offerors may provide any information on problems encountered and the corrective actions taken on projects submitted under Factor 2. Offerors may also address any adverse past performance issues. Explanations shall not exceed two double-sided pages (or four single-sided pages) in total.

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

Performance award or additional information submitted will not be considered.

(b) Basis of Evaluation:

This evaluation focuses on how well the Offeror performed on the relevant projects submitted under Factor 2 and past performance on other projects currently documented in known sources. More emphasis will be placed on relevant projects. In addition to the above, the Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources including sources outside of the Government. Other sources may include, but are not limited to, past performance information retrieved through the Past Performance Information Retrieval System (PPIRS) using all CAGE/DUNS numbers of contractors who are part of a partnership or joint venture identified in the Offeror's proposal, inquiries of owner representative(s), Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), and any other known sources not provided by the Offeror.

The Government will consider the currency and relevance of the information, the source of the information, context of the data, and general trends in the contractor's performance. This evaluation is separate and distinct from the Contracting Officer's responsibility determination. The assessment of the Offeror's past performance will be used as a means of evaluating the Offeror's probability to successfully meet the requirements of the RFP.

Offerors lacking relevant past performance history will not be evaluated favorably or unfavorably in past performance and will receive an Unknown Confidence Rating.

PROPOSAL REQUIREMENTS FOR PHASE II

Offerors are reminded only Phase One evaluation factors are required at this time and Paragraph 1.1.2 is for information only. The Phase II Request for Proposal will be issued as an amendment to this solicitation, with specific Phase II submittal requirements. Competition will be limited to those firms selected in Phase I.

Factor 4 – Safety

(a) Submittal Requirements: Narrative, not to exceed five pages, single-sided, discussing the following information:

(1) Safety Record and Occupational Safety and Health Association (OSHA) Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate:

Safety record including all reportable incidents, accidents, mishaps, claims, loss history, and DART Rate. DART Rate must be calculated as follows: $(200,000 \times C) / B$, where C = the number of DART incidents and B = total number of hours worked.

(2) Safety Awards, Certificates, Recognitions

Safety awards, certificates, and letters of commendation specific to safety received within the past five years. Accreditations (COHSMS, OSHMS or equivalent certificate endorsed by the Japan Ministry of Labor).

(3) Technical Approach for Safety:

Description of how safety of personnel will be ensured, managed, and maintained during the performance of work; the Offeror's ability to provide safety trained personnel to perform the required work; how the Offeror will ensure compliance with U.S. Safety standards such as Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1 (current version); and Offeror's plan to evaluate safety performance of potential subcontractors including any innovative methods to ensure and monitor safe work practices at all subcontractor levels.

Note: Joint ventures and partnerships must address the safety information of each partner; however, only one combined narrative is required.

(b) Basis of Evaluation:

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

(1) Safety Record and DART Rate:

The Government will evaluate the Safety Record and DART Rate to determine if the Offeror has demonstrated a history of safe work practices taking into account any upward or downward trends and extenuating circumstances that impact the rating.

(2) Safety Awards, Certificates, Recognitions:

The Government will evaluate Safety Awards, Certificates, Recognitions to determine if the Offeror has demonstrated a history of successful safe work practices. Accreditations of (COHSMS, OSHMS or equivalent certificate endorsed by the Japan Ministry of Labor).

(3) Technical Approach to Safety:

The Government will evaluate the narrative to determine the degree to which the Offeror will ensure, manage and maintain the safety of personnel during the performance of work; the Offeror's ability to provide safety trained personnel to perform the required work; the Offeror's ability to ensure compliance with U.S. Safety standards such as Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1 (current version); and the Offeror's plan to evaluate safety performance of potential subcontractors. The Government will also evaluate the narrative to determine the degree to which innovations are being proposed that may enhance safety on this procurement. Plans that demonstrate better safety practices, ability to comply with U.S. standards, commitment to hire subcontractors with a culture of safety, and innovative methods to enhance a safe working environment may be given a better rating in the evaluation.

1. The three elements of safety, as listed above, are not sub-factors. The evaluators should collectively consider all elements of safety when assigning an overall adjectival rating for this factor.

2. The following should be utilized by evaluators as a general guideline to evaluate the EMR (where applicable) and DART rates:

<u>Risk</u>	<u>EMR</u>
Very Low Risk	Less Than 0.6
Low Risk	From 0.6 to less than 0.8
Moderate Risk	From 0.8 to 1.0
High Risk	Greater than 1.0 to 1.1
Extremely High Risk	Greater than 1.1

<u>Risk</u>	<u>DART Rate</u>
Very Low Risk	Less Than 1.0
Low Risk	From 1.0 to 1.99
Moderate Risk	From 2.0 to 2.99
High Risk	From 3.0 to 4.0
Extremely High Risk	Greater than 4.0

3. A FEC Safety representative shall be listed as an advisor to the evaluation boards in the SSP. As an advisor, a Safety representative may provide interpretation of terminology, understanding of OSHA rates, and assist with website and database searches.

Factor 5– Technical Solution

(a) Solicitation Submittal Requirements:

Provide a narrative describing the technical solution to the project that meets the requirements of the RFP. Include the following:

- Water treatment system design and concept of operation. Describe proposed system operating configurations to provide required system typical and maximum gallons/day.
- General design and layout of new water treatment facility building.
- List of major equipment; i.e. water treatment components, control systems, pumps, tanks, and motors (include other major items, if applicable). Equipment list items should be referenced on any proposal drawings and system schematics. Provide catalog cut information for each item, if available.
- Option 1. Provide narrative description of proposed system(s) and provide a list of proposed equipment.
- Option 2. Describe proposed technical approach and work method.

Narrative shall not exceed ten double-sided pages (or 20 single-sided pages). Catalog cuts, if provided, will not count against these page limitations. Up to six conceptual drawings shall be provided to supplement the narrative (i.e. floor plan, exterior elevation, and site plan).

(b) Basis of Evaluation:

The Government will evaluate the narrative and conceptual drawings (if included) considering the extent to which the Offeror demonstrates a clear understanding of the architectural and engineering requirements of the project. The Government will evaluate the Offeror's technical solution to determine adherence to the technical requirements of the RFP.

Factor 6 – Energy and Sustainable Design

(a) Solicitation Submittal Requirements:

Provide the following information, which describes how the project will meet or exceed the following sustainable design contract requirements.

(1) EPAAct 2005 Energy Efficiency Narrative:

Using the guidance outlined in Part 3 of this RFP, provide a detailed narrative to describe whether the proposed solution will meet or exceed the goal of a 30% energy reduction using the ASHRAE Std 90.1-2007, Appendix G, Building Performance Rating Method, excluding receptacle and process loads. Provide the proposed percent energy reduction. Provide the assumptions the Offeror will use to obtain a high-performance building, which will comply with these energy reduction goals. Describe the Offeror's proposed building with regards to building orientation, shape, fenestration, solar heat gain coefficients (SHGC), wall and roof insulation values (U-values), HVAC systems, water heating systems, lighting systems, and control systems. Organize/divide the assumptions into four areas; building orientation and configuration, building envelope, mechanical systems, and electrical systems. If the Offeror cannot achieve the 30% reduction within the budget identified, the Offeror shall state what percent energy reduction is proposed within their proposal. Do not exceed two double-sided pages (or four single-sided pages). *Note: Building performance rating and percent energy reduction are calculated in terms of energy rather than energy cost.*

(b) Basis of Evaluation:

The Government will evaluate the Offeror's response to the Energy and Sustainable Design Factor considering the proposed energy savings, reduction to the total cost of ownership, and/or an increase in the reliability and maintainability of the facility.

EPAAct 2005 Energy Efficiency Narrative: The Government will evaluate the Offeror's proposed energy budget reduction relative to EPAAct 2005 energy efficiency goals, including evaluation of assumptions.

CLAUSES INCORPORATED BY FULL TEXT

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

(a) Definitions. As used in this provision--"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not

report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure. (End of provision)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:.....

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other-----

(f) Common parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 2008)

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

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

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

Registered in the CCR database means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record ``Active''. The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) 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 exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

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

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

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

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

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

(i) Company legal business.

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

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

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

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR 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 CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

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

its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor 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 (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR 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.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (NOV 2011)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 221310.

(2) The small business size standard is \$7,000,000.

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

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

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

Paragraph (d) applies.

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

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

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

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

- (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
- (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.
- (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--
- (A) Are not set aside for small business concerns;
- (B) Exceed the simplified acquisition threshold; and
- (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, or 2010.
- (vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 52.223-5, Pollution Prevention and Right-to-Know Information (May 2011) (E.O. 13423) (Applies to services performed on Federal facilities).
- (viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

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

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

(xvii) 52.225-4, Buy American Act--Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

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

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

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran--Representation and Certification. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

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

(Contracting Officer check as appropriate.)

-----(i) 52.219-22, Small Disadvantaged Business Status.

----- (A) Basic.

----- (B) Alternate I.

----- (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

----- (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

----- (iv) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.

----- (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

-----**(vi) 52.223-13, Certification of Toxic Chemical Release Reporting.**

-----**(vii) 52.227-6, Royalty Information.**

----- **(A) Basic.**

----- **(B) Alternate I.**

-----**(viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.**

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below (offeror to insert changes, identifying change by clause number, title, date). These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

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

(End of Provision)

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

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

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

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

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

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

(D) Have [ballot], have not [ballot], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

52.211-2 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST) (JAN 2006)

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

- (1) ASSIST (<http://assist.daps.dla.mil>);
- (2) Quick Search (<http://assist.daps.dla.mil/quicksearch>);
- (3) ASSISTdocs.com (<http://assistdocs.com>).

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

- (1) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);
- (2) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
- (3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of provision)

52.211-6 BRAND NAME OR EQUAL (AUG 1999)

(a) If an item in this solicitation is identified as "brand name or equal," the purchase description reflects the characteristics and level of quality that will satisfy the Government's needs. The salient physical, functional, or performance characteristics that "equal" products must meet are specified in the solicitation.

(b) To be considered for award, offers of "equal" products, including "equal" products of the brand name manufacturer, must--

- (1) Meet the salient physical, functional, or performance characteristic specified in this solicitation;
- (2) Clearly identify the item by--
 - (i) Brand name, if any; and
 - (ii) Make or model number;
- (3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and

(4) Clearly describe any modifications the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.

(c) The Contracting Officer will evaluate “equal” products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.

(d) Unless the offeror clearly indicates in its offer that the product being offered is an “equal” product, the offeror shall provide the brand name product referenced in the solicitation.

(End of provision)

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

The Contractor shall be required to (a) commence work under this contract within 960 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than . * The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

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

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

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

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

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

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

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

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

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

(i) The solicitation number;

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

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

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

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

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

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

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

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

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

(3) It is the only proposal received.

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

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

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

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative,

if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(iv) A summary of the rationale for award.

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

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

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm-Fixed-Price contract resulting from this solicitation.

(End of provision)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

(End of provision)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer. (End of clause)

52.233-2 SERVICE OF PROTEST (SEP 2006)

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

NAVFAC FAR EAST
IPT FE, Code OP3A
PSC 473 Box 13
Building F-60 Tomaricho
Yokosuka, Kanagawa, Japan 238-0001

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

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

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

(b) Site visit will be scheduled in Phase II

(End of provision)

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

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

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

(1) Lump sum price;

(2) Alternate prices;

(3) Units of construction; or

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

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

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

252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (JAN 2009)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries subject to this provision include: Cuba, Iran, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

- (iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;
- (iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or
- (v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each government.

(End of provision)

252.211-7001 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS NOT LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST), AND PLANS, DRAWINGS, AND OTHER PERTINENT DOCUMENTS (MAY 2006)

Offerors may obtain the specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this solicitation by submitting a request to:

NAVFAC FAR EAST
IPT FE, Code OP3A
PSC 473 BOX 13
FPO AP 96349-0013

Include the number of the solicitation and the title and number of the specification, standard, plan, drawing, or other pertinent document.

(End of Provision)

252.211-7002 AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS, STANDARDS, PLANS, DRAWINGS, DATA ITEM DESCRIPTIONS, AND OTHER PERTINENT DOCUMENTS (DEC. 1991)

The specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this solicitation are not available for distribution but may be examined at the following location:

NAVFAC FAR EAST

IPT FE, Code OP3A
PSC 473 BOX 13
FPO AP 96349-0013
(Insert complete address)

(End of provision)

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 2005)

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

(1) Foreign person means any person (including any individual, partnership, corporation, or other form of association) other than a United States person.

(2) United States means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) United States person is defined in 50 U.S.C. App. 2415(2) and means--

(i) Any United States resident or national (other than an individual resident outside the United States who is employed by other than a United States person);

(ii) Any domestic concern (including any permanent domestic establishment of any foreign concern); and

(iii) Any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern.

(b) Certification. If the offeror is a foreign person, the offeror certifies, by submission of an offer, that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. 2407(a) prohibits a United States person from taking.

(End of provision)

252.225-7041 CORRESPONDENCE IN ENGLISH (JUNE 1997)

The Contractor shall ensure that all contract correspondence that is addressed to the United States Government is submitted in English or with an English translation.

(End of clause)

252.236-7008 CONTRACT PRICES - BIDDING SCHEDULES. (DEC 1991)

(a) The Government's payment for the items listed in the Bidding Schedule shall constitute full compensation to the Contractor for --

(1) Furnishing all plant, labor, equipment, appliances, and materials; and

(2) Performing all operations required to complete the work in conformity with the drawings and specifications.

(b) The Contractor shall include in the prices for the items listed in the Bidding Schedule all costs for work in the specifications, whether or not specifically listed in the Bidding Schedule.

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

___ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

5252.228 9302 BID GUARANTEE (OCT 2004)

To assure the execution of the contract and the performance and payment bonds, each bidder/offeror shall submit with its bid/offer a guarantee bond (Standard Form 24) executed by a surety company holding a certificate of authority from the Secretary of the Treasury as an acceptable surety, or other security as provided in FAR Clause 52.228-1, "Bid Guarantee". Security shall be in a penal sum equal to at least 20 percent of the largest amount for which award can be made under the bid submitted, but in no case to exceed \$3,000,000. A copy of the agent's authority to sign bonds for the surety company shall accompany the bid guarantee bond. (End of provision)

5252.228-9305, NOTICE OF BONDING REQUIREMENTS (DEC 2000)

(a) Within ___14___ days after receipt of award, the bidder/offeror to whom the award is made shall furnish the following bond(s) each with satisfactory security:

 X A Performance Bond (Standard Form 25). The performance bond shall be in a penal sum equal to 100% percent of the contract price.

 X A Payment Bond (Standard Form 25A). The payment bond shall be in a penal sum equal to 100% of the contract price.

(b) Any surety company holding a certificate of authority from the Secretary of Treasury as an acceptable Surety on Federal bonds will be accepted. Individual sureties will be permitted as prescribed in FAR 28.203 and FAC 5252.228-9300. Alternative types of security in lieu of furnishing sureties on performance and/or payment bonds will be permitted as prescribed in FAR 28.204, and will be held for at least one year after the completion of

the contract. Additional bond security may be required as prescribed in FAR 52.228-2. Bonds shall be accompanied by a document authenticating the agent's authority to sign bonds for the surety company.

(c) The contract time for purposes of fixing the completion date, default, and liquidated damages shall begin to run ____ days from the date of award, regardless of when performance and payment bonds or deposits in lieu of surety are executed. (End of clause)

Section 00600 - Representations & Certifications

PAST PERFORMANCE QUESTIONNAIRE

1. The NAVFAC Form PPQ shall be utilized for all evaluations that require a Past Performance Questionnaire (PPQ).
2. Offerors should submit the PPQ with their offer. If the offeror is unable to obtain a completed PPQ from a client for a project(s) before proposal closing date, the offeror should complete and submit with the proposal the first page of the PPQ which will provide contract and client information for the respective project(s). Offerors should follow-up with clients/references to ensure timely submittal of questionnaires. If the client requests, questionnaires may be submitted directly to the Government's point of contact, Pamela Hamlin via email at pamela.hamlin@fe.navy.mil prior to proposal closing date.
3. Offerors should provide PPQs with their proposal as required by Evaluation Factor 3 in Section 00100. Offerors shall not incorporate by reference into their proposal PPQs previously submitted for other RFPs. However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation.

NAVFAC PAST PERFORMANCE QUESTIONNAIRE (Form PPQ)

CONTRACT INFORMATION (Contractor to complete Blocks 1-4)

1. Contractor Information:

Firm Name:

Address:

Phone Number:

Point of Contact:

Contact Phone Number:

2. Work Performed as: Prime Contractor Sub Contractor Joint Venture Other (Explain)

Percent of project work performed:

If subcontractor, who was prime (Name/Phone #):

3. Contract Information

Contract Number:

Delivery/Task Order Number (if applicable):

Title:

Location:

Award Date (mm/dd/yy):

Completion Date (mm/dd/yy):

Award Amount:

Final Price:

4. Project Description:

CLIENT INFORMATION (Client to complete Blocks 5-8)

5. Client Information

Name:

Title:

Phone Number:

Email Address:

6. Describe the client's role in the project:

7. Date Questionnaire was completed:

8. Client's Signature:

NOTE: NAVFAC REQUESTS THAT THE CLIENT COMPLETES THIS QUESTIONNAIRE AND SUBMITS DIRECTLY BACK TO THE OFFEROR. THE OFFEROR WILL SUBMIT THE COMPLETED QUESTIONNAIRE TO NAVFAC WITH THEIR PROPOSAL, AND MAY DUPLICATE THIS QUESTIONNAIRE FOR FUTURE SUBMISSION ON NAVFAC SOLICITATIONS. CLIENTS ARE HIGHLY ENCOURAGED TO SUBMIT QUESTIONNAIRES DIRECTLY TO THE OFFEROR. HOWEVER, QUESTIONNAIRES MAY BE SUBMITTED DIRECTLY TO NAVFAC. PLEASE CONTACT THE OFFEROR FOR NAVFAC POC INFORMATION. THE GOVERNMENT RESERVES THE RIGHT TO VERIFY ANY AND ALL INFORMATION ON THIS FORM.

TO BE COMPLETED BY CLIENT

ADJECTIVE RATINGS AND DEFINITIONS TO BE USED TO BEST REFLECT YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE

E (EXCELLENT) – Performance meets contractual requirements and exceeds the Client’s/Government’s expectations. The contractual performance of the element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

V (VERY GOOD) – Performance meets contractual requirements and exceeds some of the Client’s/Government’s expectations. The contractual performance of the element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

S (SATISFACTORY) – Performance meets contractual requirements. The contractual performance of the element contains some minor problems for which corrective action taken by the contractor appear or were satisfactory.

M (MARGINAL) –Performance does not meet some contractual requirements. The contractual performance of the element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor’s proposed actions appear only marginally effective or were not fully implemented.

U (UNSATISFACTORY) – Performance does not meet most contractual requirements and/or recovery is not likely in a timely manner. The contractual performance of the element contains serious problem(s) for which the contractor’s corrective actions appear or were ineffective.

N (NOT APPLICABLE) – No past performance record is identifiable or the element is not applicable to this project.

PLEASE CIRCLE THE ADJECTIVE RATING WHICH BEST REFLECTS YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE.

1. Ability to meet quality standards specified for technical performance.	E	V	S	M	U	N
2. Compliance with contractual terms and conditions.	E	V	S	M	U	N
3. Compliance with contract delivery/completion schedules including any significant intermediate milestones.	E	V	S	M	U	N
4. Quality/integrity of technical data/report preparation efforts.	E	V	S	M	U	N
5. Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements.	E	V	S	M	U	N
6. Effectiveness of overall contract management (including ability to effectively lead, manage and control the program).	E	V	S	M	U	N
7. Effectiveness of on-site management, including management of subcontractors?	E	V	S	M	U	N
8. Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports).	E	V	S	M	U	N
9. Timeliness/effectiveness of contract problem resolution without extensive customer guidance.	E	V	S	M	U	N
10. Ability to successfully respond to emergency and/or surge situations.	E	V	S	M	U	N
11. Effectiveness of material management.	E	V	S	M	U	N

12. Effectiveness of acquisition management.	E	V	S	M	U	N
13. Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client.	E	V	S	M	U	N
14. Contractor's management of their safety program.	E	V	S	M	U	N
15. Responsiveness regarding safety issues.	E	V	S	M	U	N
16. If this was a cost type contract, compliance with established budgets and avoidance of significant and/or unexplained variances (underruns or overruns).	E	V	S	M	U	N
17. If this is/was a Government cost type contract, the Contractor's timeliness in submitting monthly invoices with appropriate back-up documentation and monthly status reports/budget variance reports.	E	V	S	M	U	N
18. If this is/was a Government cost type contract, the Contractor's accuracy regarding monthly invoices with appropriate back-up documentation and monthly status reports/budget variance reports.	E	V	S	M	U	N
19. Ability to hire/apply a qualified workforce to this effort.	E	V	S	M	U	N
20. Ability to retain a qualified workforce on this effort	E	V	S	M	U	N
21. If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? Indicate if show cause or cure notices were issued, or any default action in comment section below.	Yes		No			
22. Have there been any indications that the contractor has had any financial problem? If yes, please explain below.	Yes		No			
23. In summary, provide an overall rating for the work performed by this contractor.	E	V	S	M	U	N

Any additional comments related to the contractor's performance:
