SOLICITATION, OFFER, AND AWARD *(Construction, Alteration, or Repair)*	1. SOLICITATION NO. N33191-15-R-0821	2. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED *(RFP)*	3. DATE ISSUED 11-Mar-2015	PAGE OF PAGES 1 OF 58

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.

7. ISSUED BY CODE N33191	8. ADDRESS OFFER TO *(If Other Than Item 7)* CODE
NAVFAC EUROPE AFRICA SOUTHWEST ASIA PSC 817 BOX 51 FPO AE 09622-0001 TEL: 39 081 568 7750 FAX: 39 081 568 7750	**See Item 7** TEL: FAX:

9. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE NO. *(Include area code)* *(NO COLLECT CALLS)*
	JOSEPH A. MARTINEZ II	081-568-7727

SOLICITATION

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

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

N33191-15-R-0821, DESIGN-BUILD/DESIGN-BID-BUILD MULTIPLE AWARD CONSTRUCTION CONTRACT (MACC) FOR CONSTRUCTION, RENOVATION, REPAIR, AND DEMOLITION OF FACILITIES, WATERFRONTS, AIRFIELDS, OR OTHER RELATED INFRASTRUCTURE, SIGONELLA, ITALY

GENERAL DESCRIPTION: Construction projects to be performed will include both design-build and design-bid-build, primarily consisting of of general building type projects including: waterfront, pier, quay, industrial, airfield, aircraft hangar, infrastructure, administrative, training, retail, food service, dormitory, community support facilities for Naval Air Station (NAS) I, NAS II, and other locations throughout the Sicily, Italy area managed by NAVFAC EURAFSWA (Nixcemi, Augusta Bay, etc.).

Duration of the contracts will be a 12-month Base Period with four (4) 12-month option periods, for a total of 60 months, or a total aggregate maximum value of $48,000,000 for all MACC task orders awarded across all contractors – whichever comes first. Option periods shall be executed at the Government's discretion. All task orders will be awarded in U.S. Dollars.

The minimum guarantee for each offeror awarded a contract is $10,000 over the five (5) year period.

11. The Contractor shall begin performance within _____ calendar days and complete it within _____ calendar days after receiving [ ] award, [ ] notice to proceed. This performance period is [ ] mandatory, [ ] negotiable. *(See _____ .)*

12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? *(If "YES," indicate within how many calendar days after award in Item 12B.)* [X] YES [ ] NO	12B. CALENDAR DAYS

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 0 copies to perform the work required are due at the place specified in Item 8 by 02:00 PM *(hour)* local time 10 Apr 2015 *(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, [X] 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 150 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 consummates 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)* TEL: EMAIL:
30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA BY
		31C. AWARD DATE

Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		48,000,000	Each		

BASE PERIOD
FFP
This is an Indefinite Delivery/Indefinite Quantity (IDIQ) contract, with no preestablished fixed contract prices. The actual amount of work to be performed and the time of such performance will be determined by the Contracting Officer or his/her properly authorized representatives, who will issue Task Order Requests for Proposal to MACC awardees. Award of task orders will be on a firm fixed price basis. The effective period of the resultant contract will be a Base Period plus four (4) possible one-year option periods, or a total aggregate MACC value not to exceed $48,000,000, whichever occurs first.
FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002			Each		
OPTION					

Option Period 1
FFP
This is an Indefinite Delivery/Indefinite Quantity (IDIQ) contract, with no preestablished fixed contract prices. The actual amount of work to be performed and the time of such performance will be determined by the Contracting Officer or his/her properly authorized representatives, who will issue Task Order Requests for Proposal to MACC awardees. Award of task orders will be on a firm fixed price basis. The effective period of the resultant contract will be a Base Period plus four (4) possible one-year option periods, or a total aggregate MACC value not to exceed $48,000,000, whichever occurs first.
FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 OPTION	Option Period 2 FFP This is an Indefinite Delivery/Indefinite Quantity (IDIQ) contract, with no preestablished fixed contract prices. The actual amount of work to be performed and the time of such performance will be determined by the Contracting Officer or his/her properly authorized representatives, who will issue Task Order Requests for Proposal to MACC awardees. Award of task orders will be on a firm fixed price basis. The effective period of the resultant contract will be a Base Period plus four (4) possible one-year option periods, or a total aggregate MACC value not to exceed $48,000,000, whichever occurs first. FOB: Destination		Each		
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 OPTION	Option Period 3 FFP This is an Indefinite Delivery/Indefinite Quantity (IDIQ) contract, with no preestablished fixed contract prices. The actual amount of work to be performed and the time of such performance will be determined by the Contracting Officer or his/her properly authorized representatives, who will issue Task Order Requests for Proposal to MACC awardees. Award of task orders will be on a firm fixed price basis. The effective period of the resultant contract will be a Base Period plus four (4) possible one-year option periods, or a total aggregate MACC value not to exceed $48,000,000, whichever occurs first. FOB: Destination		Each		
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 OPTION	Option Period 4 FFP This is an Indefinite Delivery/Indefinite Quantity (IDIQ) contract, with no preestablished fixed contract prices. The actual amount of work to be performed and the time of such performance will be determined by the Contracting Officer or his/her properly authorized representatives, who will issue Task Order Requests for Proposal to MACC awardees. Award of task orders will be on a firm fixed price basis. The effective period of the resultant contract will be a Base Period plus four (4) possible one-year option periods, or a total aggregate MACC value not to exceed $48,000,000, whichever occurs first. FOB: Destination		Each		

NET AMT

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CONTRACT TABLE OF CONTENTS

(1) **SOLICITATION DOCUMENTS FOR N33191-15-R-0821**

PART 1 – PROPOSAL FORMS AND DOCUMENTS

SOLICITATION, OFFER AND AWARD (SF1442)

00010 SOLICITATION CONTRACT FORM

00100 INSTRUCTIONS TO OFFERORS/
EVALUATION FACTORS FOR AWARD

00700 CONTRACT CLAUSES

00800 SPECIAL CONTRACT REQUIREMENTS/
TASK ORDER ISSUANCE PROCEDURES

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A

INSTRUCTIONS TO OFFERORS

DOCUMENT 00100
INSTRUCTIONS TO OFFERORS

1.1 GENERAL OVERVIEW OF MULTIPLE AWARD CONSTRUCTION CONTRACT (MACC)
1.2 PRE-PROPOSAL CONFERENCE AND SITE VISIT
1.3 ENGLISH SPEAKING REPRESENTATIVE
1.4 JOINT VENTURES (JV), LIMITED LIABILITY COMPANIES (LLC), LIMITED PARTNERSHIPS (LTD), ETC.
1.5 SOCIETA' ORGANISMI D'ATTESTAZIONE (SOA) CERTIFICATION
1.6 SYSTEM FOR AWARD MANAGEMENT
1.7 CAGE/NCAGE CODE
1.8 INSTRUCTIONS FOR THE SUBMISSION OF OFFERS
1.9 AMENDMENTS
1.10 INSTRUCTIONS FOR SUBMITTING PRE-PROPOSAL INQUIRIES (PPI)
1.11 PREAWARD SURVEY/RESPONSIBILITY DETERMINATION
1.12 PERFORMANCE GUARANTEE WITH LETTER SAMPLE
1.13 ANTI-MAFIA LAW

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1.1 GENERAL OVERVIEW OF MULTIPLE AWARD CONSTRUCTION CONTRACT (MACC)

A Multiple Award Construction Contract (MACC) is a contract awarded from a single solicitation, and may result in award to multiple contractors. This procurement consists of one solicitation with the intent to award approximately five (5) Indefinite Delivery/Indefinite Quantity (IDIQ) contracts to the offerors whose proposals, conforming to the solicitation, will be most advantageous to the Government resulting in the best value, price and non-price factors considered. The Government reserves the right to award less than or more than five (5), should it be deemed to be in the best interest of the Government to do so. Successful offerors will compete for future work during the term of the contract.

Construction projects to be performed will be for the Sustainment, Restoration and Maintenance (SRM), Special Projects and Energy construction projects for FY 2015 through 2020 located in the Sigonella Area of Operation (AOR). Construction projects to be performed include both design-build and design-bid-build projects, and will primarily consist of general building type projects (new construction, renovations, alterations, demolition, repair work, and any necessary design) including: waterfront, pier, quay, industrial, airfield, aircraft hangar, infrastructure, administrative, training, retail, food service, dormitory, community support facilities and both vertical and horizontal construction for Department of Defense activities in Italy areas managed by NAVFAC-EURAFSWA. Work may be required in other areas if deemed necessary and approved by the NAVFAC-EURAFSWA Chief of Contracts. All task orders issued under the MACC will be awarded in U.S. Dollars.

1.2 PRE-PROPOSAL CONFERENCE AND SITE VISIT

(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 are urged and expected to inspect the site where the work will be performed.

1.3 ENGLISH SPEAKING REPRESENTATIVE

At all times when any performance of the work at the site is being conducted by an employee of the Contractor or his subcontractors, the contractor shall have a representative present on the site capable of explaining the work operations and receiving instructions in the English language. The Contracting Officer shall have the right to determine, without appeal of such decision, whether the proposed representative has sufficient technical and lingual capabilities, and the Contractor shall immediately replace any individual not acceptable to the Contracting Officer.

1.4 JOINT VENTURES (JV) AGREEMENTS

FOR THE PURPOSES OF THIS SOLICITATION, A JOINT VENTURE (JV) REFERS TO A U.S.-STYLED FORMAL LEGAL ENTITY IN THE NATURE OF A PARTNERSHIP COMPRISED OF TWO OR MORE PERSONS OR COMPANIES. EACH JOINT VENTURE MUST PROVIDE ONE (1) CAGE/NCAGE CODE, ONE (1) DUNS NUMBER FOR THE JOINT VENTURE AND ONE (1) DUNS NUMBER FOR EACH MEMBER COMPRISING THE JOINT VENTURE. EACH JOINT VENTURE MUST BE REGISTERED IN THE CCR USING THE NAME OF THE JOINT VENTURE.

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

1. The Joint Venture Agreement shall include, at a minimum, the following:

(a) Name of firms that form the JV and the name of the JV.
(b) Name and title of the corporate officials signing on behalf of each party.
(c) Solicitation number.
(d) Description of the responsibilities in terms of work category for each member (for example: Firm A performing 100% of design).
(e) The statement "The composition and structure of the JV will remain unchanged from award to one (1) year after contract completion."
(f) Date of issuance of the agreement and notarized signature of the corporate officials signing in behalf of each party.
(g) Statement under oath stating that the Joint Venture(JV) is in compliance at the time of proposal submission with all applicable laws, rules, and regulations. This statement must be signed under oath by all members comprising the Joint Venture.

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

Only offers from Prime Contractors and Joint Ventures (JV) will be accepted. Offers from Associazione Temporanea d'Imprese (ATI) or offers using a contract of availment (contratto de avvalimento) will not be accepted for this procurement and will be considered non-responsive to the solicitation.

1.5 SOCIETA' ORGANISMI D'ATTESTAZIONE (SOA) CERTIFICATION

a. Societa' Organismi d'Attestazione (SOA) Certification Requirement. The following qualification standards shall be met by the offeror for the overall MACC:

Category	Classification
OG1	II
OG3	II
OG6	II
OS3	II
OS28	II
OS30	II

Note: SOA certification requirements will vary on subsequent task orders under the MACC in accordance with the projects.

b. Submission of a SOA Certification and Article 38 of the DL 163/06 (DeLise Code). Offerors shall demonstrate that they meet the SOA certification requirements and demonstrate compliance with Article 38 of DL 163/06. An offeror shall submit the following as part of its proposal:

(1) An unexpired SOA Certificate (including joint venture partner, consortium partners or subcontractors that will be utilized to meet the qualification standard).

(2) Current self-certification documentation required by Article 38 of DL 163/06.

(3) If the potential offeror is a joint venture or a consortium, the offeror shall demonstrate how each member or partner meets the SOA certification requirements stated in paragraph (a) above. Include a description of the responsibilities in terms of work category for each member or partner (for example - Firm A performing 70% of

OG-II and Firm B performing 30% of OG-II). Each member or partner who has the SOA Certification must perform the majority of the work pertinent to the certification.

(4) An offeror's proposal will be rejected for failure to provide the current SOA certificates required under this solicitation.

In the case of a Joint Venture (JV), each member of the JV must have at least one of the required SOA Certifications. In the case of a JV, certification submitted by a subcontractor will not be accepted.

1.6 SYSTEM FOR AWARD MANAGEMENT

1. System for Award Management (SAM) registration is required for all offerors, including Joint Venture (JV) offerors (registration must state the NAME of the JV). SAM registration can be accomplished at https://www.sam.gov. Offerors not registered in SAM shall obtain a DUN & Bradstreet (DUNS) number and a CAGE or NCAGE prior to registering in SAM.

2. A DUNS number is required for all offerors, including JV offerors. In addition to the DUNS number required for JV offerors, JV offerors must provide **a DUNS number for each member comprising the JV**. DUNS numbers can be obtained at http://fedgov.dnb.com/webform. The DUNS number is required in order to register in SAM.

1.7 CAGE/NCAGE CODE

1. A CAGE/NGAGE Code is required for all offerors, including JV offerors. JV offerors must acquire a CAGE/NCAGE Code registered in the JV name.

2. U.S. Offerors, including Joint Venture offerors: U.S. offerors must obtain a CAGE Code prior to registering in the SAM database, which is part of the SAM registration process.

3. Non-U.S. (Foreign) Offerors ONLY: Non-U.S. offerors must obtain a NATO CAGE (NCAGE) Code instead of a CAGE Code prior to registering in the SAM database. NCAGE codes may be obtained at the NCAGE website http://www.dlis.dla.mil/Forms/Form_AC135.asp.

1.8 INSTRUCTIONS FOR THE SUBMISSION OF OFFERS

PHASE I

a. Submit the following via email to Joseph Martinez at joseph.a.martinez@eu.navy.mil and Erik Torngren at erik.torngren@eu.navy.mil no later than **Friday, 10 April 2015 at 14:00 Central European Time (CET).** Submit the Phase I Proposal with the following subject line:

"SOLICITATION N33191-15-R-0821 SIGONELLA MACC"

1. Cover letter in accordance with FAR 52.215-1(c)(2), including Solicitation Number; name, address, telephone and email address of the Offeror; in case the Offeror is a JOINT VENTURE (JV), the name of the JV MUST BE CLEARLY IDENTIFIED; Name, title, and signature of the person authorized to sign the proposal; DUNS Number and CAGE or NCAGE Code of the Offeror, in case the Offeror is a JOINT VENTURE (JV), provide a DUNS Number for each member of the JV.

2. Completed (Blocks 14 through 20c), signed and dated Standard Form (SF) 1442, Solicitation, Offer, and Award.

3. Acknowledgement of all amendments.

4. Solicitation Section 00600, “Representations, Certifications, and Other Statements of Offerors”. Offerors shall comply with the requirements in accordance with 52.204-8.

5. Societa’ Organismi d’Attestazione (SOA) Certification Requirement. Submit the qualification standards required by Paragraph 1.5 of Section 00100 Instructions to Offerors, for the overall MACC.

6. *Applicable to Italian Offerors*: The offeror’s Certificato di Iscrizione alla Camera di Commercio – Original, unexpired and not older than SIX (6) months at the date of proposal submission of the Chamber of Commerce Certificate of Membership (Certificato di Iscrizione alla Camera di Commercio); and if available, inclusive of the Anti-Mafia Nulla Osta statement reading: "Nulla osta ai fini dell'articolo 67 del Decreto Legislativo n. 159 del 6 settembre 2011 (gia Art 10 della legge 31 maggio 1965, n. 575) e successive modificazioni. La presente certificazione è emessa dalla C.C.I.A.A. utilizzando il collegamento telematico con il sistema informativo utilizzato dalla prefettura di Roma" or any similar statement having the same scope as provided for by applicable Laws.

If the offeror has attempted and is unable to obtain the certificate from the Chamber of Commerce that includes the Anti-Mafia Nulla Osta statement, include an explanation why not along with official correspondence from the Chamber of Commerce, if available.

7. If available, the Chamber of Commerce Certificate mentioned in Paragraph 1 above for each of its subcontractors.

If the offeror has attempted and is unable to obtain the certificate from the Chamber of Commerce that includes the Anti-Mafia Nulla Osta statement for its subcontractors, include an explanation why not along with official correspondence from the Chamber of Commerce, if available. This documentation is to be included in your Price Proposal.

b. **NON-PRICE PROPOSAL (FACTORS 1, 2, AND 3)**: The Non-Price Proposal shall be submitted via email to Erik Torngren at Joseph Martinez at joseph.a.martinez@eu.navy.mil and erik.torngren@eu.navy.mil no later than **Friday, 10 April 2015 at 14:00 Central European Time (CET).** Submit the Non-Price Proposal with the following subject line:

“SOLICITATION N33191-15-R-0821 SIGONELLA MACC NON-PRICE PROPOSAL”

Multiple e-mails may need to be sent for any of the submissions, if your e-mail exceeds 5MB. The U.S. Navy computer server will only accept e-mails with attachments up to 5MB. If you need to submit more than one e-mail for the above submission, number them at the end of the e-mail subject title as “1 of ?”, “2 of ?”, etc.

Proposals not received at the above address on or before the hour and date set for the receipt of proposals shall be considered late, subject to the provisions of FAR Clause 52.215-1 Instructions to Offerors -- Competitive Acquisition (JAN 2004).

The NON-PRICE PROPOSAL shall include the following:

(1) First page of the proposal shall be in accordance with FAR 52.215-1(c)(2)
(2) All information required by Factor 1, Technical Approach
(3) All information required by Factor 2, Experience
(4) All information required by Factor 3, Past Performance

1.9 AMENDMENTS

Amendments will be posted on the EuroNECO and Federal Business Opportunities (FBO) websites at https://euro.neco.navy.mil/ and https://www.fbo.gov respectively. It is highly recommended that firms register on EuroNECO and FBO as plan holders. It is the offeror’s responsibility to check the EuroNECO and FBO websites periodically for any amendments to the solicitation.

1.10 INSTRUCTIONS FOR SUBMITTING PRE-PROPOSAL INQUIRIES (PPI)

Pre-Proposal Inquiries (PPI) regarding the solicitation shall be submitted in writing via electronic mail to Mr. Joseph Martinez, Contract Specialist, at joseph.a.martinez@eu.navy.mil and Mr. Erik Torngren, Contract Specialist, at erik.torngren@eu.navy.mil. Pre-Proposal Inquiries shall reference the drawing/detail and/or the specification section, including paragraph number. Verbal queries will not be entertained. Responses to the Pre-Proposal Inquiries will be provided as an attachment to an amendment and will be posted on the EuroNECO and FBO websites at https://euro.neco.navy.mil/ and https://www.fbo.gov respectively. The Government may not respond to Pre-Proposal Inquiries submitted less than 10 days before the proposal receipt due date. The Pre-Proposal Inquiry (PPI) Template is provided as Attachment 3.

1.11 PREAWARD SURVEY/RESPONSIBILITY DETERMINATION

FAR §9.104 requires prospective contractors to demonstrate, among other things, that they have adequate financial resources to perform the contract or 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 by the offerors included in Phase II of the solicitation.

a. Company financial statement summaries (balance sheets and income statements) for the past two 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 companies and provide the same information for each partner.

1.12 PERFORMANCE GUARANTEE REQUIREMENTS

The Contractor shall provide a performance guarantee for the duration of any and all active task orders greater than $30,000 or as required by the Contracting Officer.

SAMPLE OF PERFORMANCE GUARANTEE ISSUED BY A BANK

This sample meets the material requirements of clause NFAS 5252.228-9306, "Performance Guarantee." The Government will accept as valid a Performance Guarantee conforming to these requirements.

BANK LETTERHEAD

To: United States of America
U.S. Department of Navy
Naval Facilities Engineering Command, Europe Africa Southwest Asia
Viale Porto, Box 51
Aeroporto Capodichino
80144, Napoli, Italia

Attention: Contracting Officer
Date _____
Bank Letter of Performance Guarantee No. _____

This is a letter of performance guarantee. I/We, the undersigned, acting as the duly authorized representative(s) of the Bank, declare that the Bank hereby guarantees and is jointly and severally liable as guarantor with the Contractor named below to effect payment to the Contracting Office that issued the contract stated below, by check made payable to the "United States of America by the U.S. Department of the Navy, Naval Facilities Engineering Command Europe Africa Southwest Asia," within five (5) calendar days after receipt of a simple written request by registered mail, return receipt, in amount up to sum of (Amount equal to eight (8%) percent of the contract amount in the currency stated in the contract), which represents the deposit required of the Contractor to guarantee fulfillment of his obligations for the satisfactory completion and timely performance of the work under Contract No. (insert contract number) for (insert description of services and location), in strict compliance with the terms, conditions and specifications of said contract entered into between the United States of America by the U.S. Department of Navy, Naval Facilities Engineering Command Europe Africa Southwest Asia and the Contractor (insert name of Contractor) on (insert contract date), plus legal interest to be calculated from the date of receipt of the registered letter of request by the Contracting Officer to the date of actual payment, without any need for the Contracting Officer to take any legal action or obtain the prior consent of the Contractor, or for any other proof, action or decision by any other authority. The request by the Contracting Officer shall simply inform the Bank that the Contractor failed to comply with the terms and conditions of the contract, or did not fulfill his undertaking in whole or in part.

I/We agree and consent that said contract may be modified by change order or supplemental agreement affecting the amount or the period of performance of the contract without prior consent of the Bank and without affecting the validity of this guarantee; provided, however, that the amount of this guarantee shall remain unchanged.

This letter of performance guarantee will continue in effect without change in amount or terms until one year after the work has been finally accepted by the Government through its Contracting Officer's legal representative.

(BANK NAME & ADDRESS)	(CONTRACTOR NAME & ADDRESS)
Signed by: _____	Signed by: _____
_____	_____
(Typed name)	(Typed name)
_____	_____
(Title)	(Title)

(This Performance Guarantee shall be accompanied by a notarized document authenticating the bank agent's authority to sign the letter of performance guarantee for the bank company.)

1.13 ANTI-MAFIA LAW

The Offeror is responsible for complying with Italian Anti-Mafia laws with respect to its subcontractors, including, but not limited to, obtaining subcontractor C.C.I.A.A. certificates inclusive of the anti-mafia "nulla osta" statement in accordance with Art. 67 of Legislative Decree no. 159/2011; and, if necessary, requesting additional information regarding attempts of mafia infiltration from a competent Prefect (Prefetto). The Offeror agrees to provide the Government appropriate documentation showing results of any Prefect (Prefetto) investigations. If after award, a competent Prefect (Prefetto) determines that mafia infiltration attempts have occurred with a subcontractor, then the Offeror agrees to promptly terminate the subject subcontract and replace the mafia-colluded subcontractor at its own cost with a compliant company.

Pre-Award Effect of Anti-Mafia Procedures: Inasmuch as the work of this solicitation is to be performed on land owned by the Italian State, the prospective contractor will be subject to Italian legislation concerning anti-mafia documentation, including, without limitation: Legislative Decree no. 159 of September 6, 2011, Decree of the President of the Republic no. 252 of June 3, 1998, Legislative Decree no. 490 of August 8, 1994 and Law Decree No. 629 of September 6, 1982, and subsequent integrations and amendments. Only firms that submit the requested documentation will be considered for award. In the event that prior to award any mafia infiltration attempt is determined by the competent Prefect (Prefetto) against an offeror, pursuant to Art. 4 of Legislative Decree no. 490/1994 and Art. 10 of Decree of the President of the Republic no. 252/1998, no award will be made to said offeror. Furthermore, in the event that prior to award any additional information against an offeror is provided by the competent Prefect (Prefetto) pursuant to Art. 1, Section 7 of Law decree 629/1982 and Art. 10, paragraph 9, of Decree of the President of the Republic no. 252/1998, the Government may decide, at its sole discretion, that no award will be made to said offeror.

Termination Under Decree of the President of the Republic no. 252/1998: If during the life of this contract, any mafia infiltration attempt is determined by the Prefect (Prefetto) against any component of the Contractor or any Subcontractor, pursuant to Art 4 of Legislative Decree no. 490/1994 and Art. 10 of Decree of the President of the Republic no. 252/1998, the Government will consider this a failure to execute the work and terminate the contractor's right to proceed with the work under the "Default" clause of this contract. If during the life of this contract, any additional information is provided by the Prefect (Prefetto) pursuant to Art. 1, Section 7 of Law Decree 629/1982 and Art. 10, paragraph 9, of Decree of the President of the Republic no. 252/1998, against any component of the Contractor or any subcontractor, the Government at its sole discretion may consider this a failure to execute the work and terminate the contractor’s right to proceed with the work under the “Default” clause of this contract.

Documentation Requirements, Contractor shall submit the following:
If available, include the Certificato di Iscrizione alla Camera di Commercio - Original, unexpired and not older than SIX (6) months old from the date of proposal submission from the Chamber of Commerce Certificate of Membership (Certificato di Iscrizione alla Camera di Commercio) inclusive of the Anti-Mafia Nulla Osta statement reading: "Nulla osta ai fini dell'articolo 67 del Decreto legislativo n. 159 del 6 settembre 2011 (gia Art. 10 della legge 31 maggio 1965, n 575) e successive modificazioni. La presente certificazione è emessa dalla C.C.I.A.A. utilizzando il collegamento telematico con il sistema informativo utilizzato dalla prefettura di Roma.

If the offeror has attempted and is unable to obtain the certificate from the Chamber of Commerce, please include an explanation why not, along with official correspondence from the Chamber of Commerce, if available. This documentation is to be included in your Price Proposal.

CLAUSES INCORPORATED BY REFERENCE

52.214-34	Submission Of Offers In The English Language	APR 1991
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004

EVALUATION FACTORS FOR AWARD

EVALUATION FACTORS FOR AWARD

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PART I. GENERAL

1.1 INTENT TO AWARD WITHOUT DISCUSSIONS

The Government intends to evaluate all proposals received and award a contract without conducting discussions; therefore, the initial proposal shall conform to the solicitation requirements and should contain the best offer from a technical and price perspective.

1.2 COMPETITIVE RANGE

If discussions are deemed necessary to maximize the Government's ability to obtain the best value, discussions will be held with those Offerors in the competitive range. The Government may limit the number of proposals in the competitive range to the most highly rated proposals, considering price and technical merit.

1.3 ENFORCEABILITY OF THE 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 will be utilized for the duration of the contract and any substitutions will be equal or better than as proposed and accepted for contract award and shall require prior Contracting Officer's approval.

1.4 PREFERENCE FOR MULTIPLE AWARDS

A MACC is a contract awarded from a single solicitation and may result in award to multiple contractors. This procurement consists of one solicitation with the intent to award approximately five(5) Indefinite Delivery/Indefinite Quantity (IDIQ) contracts to the offerors whose proposals, conforming to the solicitation, represent the best value – the proposals most advantageous to the Government, price and non-price factors considered. Successful offerors will compete for future work during the term of the contract.

PART II. EVALUATION FACTORS/RATING SCHEME

2.1 EVALUATION CRITERIA AND BASIS OF AWARD

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

The Government intends to evaluate proposals and award contracts 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 trade-off 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.

The contracts resulting from this solicitation will be awarded to those responsible offerors whose offers, conforming to the solicitation, are determined to be the most advantageous to the Government considering "Price" and "Non-Price" evaluation factors. Award may be made to other than the lowest priced offerors or other than the highest technically rated offerors.

The Non-Price evaluation factors are:

Factor 1 – Technical Approach
Factor 2 – Experience
Factor 3 – Past Performance
Factor 4 – Safety
Factor 5 – Technical Solution

Non-Price Factors 1 – 3 will be evaluated in Phase I. Factor 1 will be rated Acceptable or Unacceptable. If an offeror is rated Unacceptable in Factor 1, then they will not be considered for Phase II. Non-Price Factors 4 and 5 will be evaluated in Phase II. In making the best value award decision after Phase II, the Government will consider Non-Price Factors 2 – 5 and Price. The relative order of importance of the Non-Price evaluation factors is that Technical Factors 2, 4, and 5 are equal to each other and when combined are of equal importance to the performance confidence assessment (Factor 3 – Past Performance). The combined Non-Price evaluation factors are approximately equal to price. In determining the best value to the Government, the Government need not quantify the trade-offs that led to the best value decision.

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.

2.2 EVALUATION FACTORS FOR AWARD

This Two-Phase Design-Build (D-B) procurement will result in the award of approximately five (5) Indefinite Delivery/Indefinite Quantity (IDIQ) type contracts under a Multiple Award Construction Contract (MACC) for a one-year base period with provisions for the exercise of four one-year option periods.

For this Two-Phase D-B procurement, Factors 1-3 will be evaluated in Phase I. Factor 1 will only be rated Acceptable or Unacceptable. If an Offeror is rated Unacceptable in Factor 1, then they will not be considered for Phase II. Factors 4 – 5 will be evaluated in Phase II.

Phase I of the solicitation is a narrowing process of offerors based on responsiveness and evaluation of non-price technical factor submittals. Based on the Phase I evaluation criteria, approximately ten (10) of the most highly rated offerors will proceed to Phase II. The Government however reserves the right to select less than or more than ten (10) offerors to proceed to Phase II, should it be deemed to be in the best interest of the Government to do so. Phase II offerors will be required to submit both a Price Proposal and Non-Price Proposal.

The relative order of importance of the Non-Price evaluation factors is the Technical Factors – Factor 2 – Experience, Factor 4 – Safety, and Factor 5 – Technical Solution – are of equal importance to each other and, when combined are equal in importance to the past performance evaluation/performance confidence assessment factor, Factor 3 – Past Performance. Factor 1 – Technical Approach will be rated Acceptable or Unacceptable. When the proposal is evaluated as a whole, the technical factors and past performance/performance confidence assessment factor combined (i.e., the Non-Price Evaluation Factors) are approximately equal to Price.

<u>Phase I Non-Price Factors:</u>

Factor 1 – Technical Approach
Factor 2 – Experience
Factor 3 – Past Performance

All ratings from Phase I will be carried into Phase II unless new or revised information is provided.

Phase II Non-Price Factors:

Factor 4 – Safety
Factor 5 – Technical Solution

The distinction between experience and past performance is that experience pertains to the volume of work completed by a contractor that are comparable to the types of work described under the definition of recent, relevant projects, in terms of size, scope, and complexity. Past performance pertains to both the relevance of recent efforts and how well a contractor has performed on the contracts.

Factor 1 – Technical Approach

(a) Solicitation Submittal Requirements:

The composition and management of the firms proposed as the Design-Build (D-B) Team for this contract will be evaluated in this factor.

The Offeror shall submit the following information:

(1) Provide a narrative describing the proposed primary construction firms and primary design firms for this contract and the rationale for proposing this arrangement. Provide the role, responsibilities, and contractual relationships between the various firms (see FAR Subpart 9.6). The narrative shall also include a simple organizational chart that clearly identifies the lines of authority between the entities. If the experience of an entity is being claimed in Factor 2, that entity must be named in the above narrative and organizational chart.

The technical approach narrative shall be limited to two (2) pages including the organizational chart. If more than two (2) pages are submitted, only the first two (2) pages will be evaluated. The information requested in item #2 below is not included in this page limitation.

(2) In addition to the narrative, the Offeror shall submit a signed copy of a joint venture agreement, partnership agreement, teaming agreement, approved mentor protégé agreement (MPA), or letter of commitment for each member of the Offeror's team identified above (e.g., joint venture member, partner, team member, subcontractor, parent company, subsidiary, or other affiliated company, etc.).

(b) Basis of Evaluation:

The assessment of the Offeror's technical approach will be used as a means to evaluate the organizational structure and teaming relationships proposed by the Offeror. This factor will be rated on an Acceptable or Unacceptable basis.

Factor 2 – Experience

(a) Solicitation Submittal Requirements:

The Offeror shall submit the following information:

(1) Construction Experience:

Submit a minimum of two (2) and a maximum of five (5) relevant construction projects for the Offeror that best demonstrates your experience on relevant projects that are similar in size, scope, and complexity to the solicitation. Any projects submitted in excess of the five (5) for Construction Experience will not be considered. For purposes of this evaluation, a relevant project is further defined as a vertical construction project with a construction value equal to or exceeding $500,000 (or the equivalent foreign currency) with multiple construction trades to construct a

complete and usable facility. Projects submitted for the Offeror must have been completed complete within five (5) years of the proposal due date of this solicitation.

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

Experience in the geographic area of Italy may receive a higher rating.

The attached Construction and Design Experience Project Data Sheet (Attachment D) 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 two (2) 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 SOLICITATION (i.e.: unique features, area, construction methods). In addition, the description should also address any sustainable features for the project, including specific descriptions of those features. Provide applicable documentation on projects that were validated and/or certified through U.S. Green Building Council (USGBC) or the equivalent organization or process. This applicable documentation is not included in the project data sheet page limitation.

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 may be submitted for the Joint Venture members. Offerors who fail to submit experience for all Joint Venture members 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 Offer must provide a letter of commitment and an explanation of the meaningful involvement that the subcontractor will have in performance of this contract. This documentation is not included in the project data sheet page limitation. More weight may be given to the Offeror's projects than to those submitted for subcontractors.

(2) Design Experience

Submit a minimum of two (2) and a maximum of five (5) relevant design projects for the design team that best demonstrates design experience on relevant projects that are similar in size, scope, and complexity to the solicitation. Any projects submitted in excess of the five (5) for Design Experience will not be considered. For purposes of this evaluation, a relevant project is further defined as a vertical design project with a construction value equal to or exceeding $500,000 (or the equivalent foreign currency) with three or more different engineering disciplines required in the design phase.

Experience in the geographic area of Italy may be rated higher.

Projects submitted must have been completed within five (5) years of the date of issuance of this solicitation. For design-build projects, the design portion of the contract shall have been completed within the past five (5) years of the date of issuance of this solicitation.

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 shall not be submitted as a project; rather Offerors shall submit the work performed under a task order as a project.

The attached Construction & Design Experience Project Data Sheet (Attachment D) 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 two (2) 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 SOLICITATION(i.e.: unique features, area, construction methods). In addition, the description should also address any sustainable features for the project, including specific descriptions of those features. Provide applicable documentation on projects that were validated and/or certified through U.S. Green Building Council (USGBC) or the equivalent organization or process. This applicable documentation is not included in the project data sheet page limitation.

The Offeror may utilize experience of a design subcontractor to demonstrate design experience under this evaluation factor. The Offer must provide a supporting joint venture agreement, partnership agreement, teaming agreement, or letter of commitment and an explanation of the meaningful involvement for the design subcontractor. This documentation is not included in the project data sheet page limitation.

(b) Basis of Evaluation:

The basis of evaluation will include the Offeror's demonstrated experience and depth of 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 SOLICITATION. The Government will only review five projects for construction and five for design. If more than 5 projects are submitted for Construction Experience or Design Experience, only the first 5 will be reviewed in the evaluation.

Relevant projects where the Offeror and the proposed design firm(s) have previously worked together may be considered more favorably than those that have not worked together.

Relevant projects that demonstrate design-build experience may be considered more favorably than those that do not have design-build experience.

Relevant projects that demonstrate experience with sustainable features may be considered more favorably than those that do not demonstrate experience with sustainable features.

Offerors who submit relevant projects that demonstrate experience self-performing relevant features of work may receive a higher rating than those who do not demonstrate self-performance.

Relevant projects that demonstrate construction experience in Italy may be considered more favorably than those that do not have experience in these countries.

Factor 3 – Past Performance:

(a) Solicitation Submittal Requirements:

If a completed Construction Contractor Appraisal Support System (CCASS) or Contractors Performance Assessment Report System (CPARS) evaluation is available, it shall be submitted with the proposal for each project included in Factor 2 for construction experience. If a completed A-E Contractor Appraisal Support System (ACASS) evaluation is available, it shall be submitted with the proposal for each project included in Factor 2 for design experience. If there is not a completed CCASS or ACASS evaluation then submit Past Performance Questionnaires (Attachment E) for each project included in Factor 2 for both Construction Experience and Design Experience. The Offeror should provide completed Past Performance Questionnaires (PPQ) in the proposal. Offerors shall not incorporate by reference into their proposal PPQs previously submitted for other SOLICITATIONs. However, 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 shall complete and submit with the proposal the first page of the PPQ, which will provide contract and client information for the respective project(s). The Government may make reasonable attempts to contact the client noted for that project(s) to obtain the PPQ information. However, Offerors should follow-up with clients/references to help ensure timely submittal of questionnaires.

Offerors may provide any information on problems encountered and the corrective actions taken on projects submitted under Factor 2 – Experience. Offerors may also address any adverse past performance issues. Explanations shall not exceed two (2) double-sided pages (or four (4) 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 – Experience and past performance on other projects currently documented in known sources. More emphasis will be placed on more 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 SOLICITATION.

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

ATTACHMENTS

ATTACHMENT 1

CONSTRUCTION & DESIGN EXPERIENCE PROJECT DATA SHEET

Project No. (check one) : ☐ CON #1 ☐ CON #2 ☐ CON #3 ☐ CON #4 ☐ CON #5

☐ DESIGN #1 ☐ DESIGN #2 ☐ DESIGN #3 ☐ DESIGN #4 ☐ DESIGN #5

1. Experience for: ☐ Offeror ☐ Joint-Venture ☐ Other (Explain)

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 Number: Delivery/Task Order Number:

Title:
Location:

4. Award Date (mm/dd/yy): Completion Date (mm/dd/yy):

5. Type of work:

☐ New Construction ☐ Renovation ☐ Repair ☐ Alteration ☐ Other (explain):

6. Type of Contract/Task Order: (**Check <u>ALL</u> that apply**)

☐ Firm-Fixed Price ☐ Cost/Time and Material ☐ Other (explain):

Complete Block 7 for Construction Projects. Complete Block 8 for Design Projects.

7. Construction Project:

Award Amount: Final Price:

Type of Contract/Task Order: (**Check <u>ALL</u> that apply**)

☐ Design-Build ☐ Design-Bid-Build ☐ Delivery/Task Order (IDIQ) ☐ Other (explain):

If Design-Build, identify the Lead Design Firm and Design Portion Completion Date:_____

8. Design Project:

A/E Design Fee: Total Construction Value:

Type of Contract/Task Order: (**Check <u>ALL</u> that apply**)

☐ Design-Build ☐ RFP Development ☐ Designer of Record ☐ Engineering Services ☐ Full Plans & Specs

☐ Other (explain):

9. Provide a detailed description of the project and the relevancy to the project requirements of this solicitation (i.e.: unique features, square footage, construction methods), including any sustainable features or USGBC LEED certifications. If design-build, include a description of the design-effort.
10. Provide a detailed description of what work your firm self-performed on this project:
11. Other Information:

ATTACHMENT 2

NAVFAC/USACE PAST PERFORMANCE QUESTIONNAIRE (Form PPQ-0)

CONTRACT INFORMATION (Contractor to complete Blocks 1-4)

1. Contractor Information

Firm Name: CAGE Code:
Address: DUNs Number:
Phone Number:
Email Address:
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 the prime (Name/Phone #):

3. Contract Information

Contract Number:
Delivery/Task Order Number (if applicable):
Contract Type: ☐ Firm Fixed Price ☐ Cost Reimbursement ☐ Other (Please specify):
Contract Title:
Contract Location:
Award Date (mm/dd/yy):
Contract Completion Date (mm/dd/yy):
Actual Completion Date (mm/dd/yy):
Explain Differences:
Original Contract Price (Award Amount):
Final Contract Price (*to include all modifications, if applicable*):
Explain Differences:

4. Project Description:

Complexity of Work ☐ High ☐ Med ☐ Routine
How is this project relevant to project of submission? (*Please provide details such as similar equipment, requirements, conditions, etc.*)

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 (mm/dd/yy)**:**

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.

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

RATING	DEFINITION	NOTE
(E) Exceptional	Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective.	An Exceptional rating is appropriate when the Contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.
(VG) Very Good	Performance meets contractual requirements and exceeds some to the Government's/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.	A Very Good rating is appropriate when the Contractor successfully performed a significant event that was a benefit to the Government/Owner. There should have been no significant weaknesses identified.
(S) Satisfactory	Performance meets minimum contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	A Satisfactory rating is appropriate when there were only minor problems, or major problems that the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DOD policy, a fundamental principle of assigning ratings is that contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.
(M) Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-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.	A Marginal is appropriate when a significant event occurred that the contractor had trouble overcoming which impacted the Government/Owner.
(U) Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.	An Unsatisfactory rating is appropriate when multiple significant events occurred that the contractor had trouble overcoming and which impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating.
(N) Not Applicable	No information or did not apply to your contract	Rating will be neither positive nor negative.

Contractor Information (Firm Name): _____
Client Information (Name): _____

TO BE COMPLETED BY CLIENT

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

1. QUALITY:						
a) Quality of technical data/report preparation efforts	E	VG	S	M	U	N
b) Ability to meet quality standards specified for technical performance	E	VG	S	M	U	N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	E	VG	S	M	U	N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	E	VG	S	M	U	N
2. SCHEDULE/TIMELINESS OF PERFORMANCE:						
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. *(If liquidated damages were assessed or the schedule was not met, please address below)*	E	VG	S	M	U	N
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract	E	VG	S	M	U	N
3. CUSTOMER SATISFACTION:						
a) To what extent were the end users satisfied with the project?	E	VG	S	M	U	N
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	E	VG	S	M	U	N
c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	E	VG	S	M	U	N
d) Overall customer satisfaction	E	VG	S	M	U	N
4. MANAGEMENT/ PERSONNEL/LABOR						
a) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force?	E	VG	S	M	U	N
b) Ability to hire, apply, and retain a qualified workforce to this effort	E	VG	S	M	U	N
c) Government Property Control	E	VG	S	M	U	N
d) Knowledge/expertise demonstrated by contractor personnel	E	VG	S	M	U	N
e) Utilization of Small Business concerns	E	VG	S	M	U	N
f) Ability to simultaneously manage multiple projects with multiple disciplines	E	VG	S	M	U	N
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changes	E	VG	S	M	U	N
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	E	VG	S	M	U	N
5. COST/FINANCIAL MANAGEMENT						

a) Ability to meet the terms and conditions within the contractually agreed price(s)?	E	VG	S	M	U	N

Contractor Information (Firm Name): _____
Client Information (Name): _____

b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client	E	VG	S	M	U	N
c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns)	E	VG	S	M	U	N
d) Is the Contractor's accounting system adequate for management and tracking of costs? *If no, please explain in Remarks section.*		Yes			No	
e) 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	
f) Have there been any indications that the contractor has had any financial problems? *If yes, please explain below.*		Yes			No	
6. SAFETY/SECURITY						
a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.)	E	VG	S	M	U	N
b) Contractor complied with all security requirements for the project and personnel security requirements.	E	VG	S	M	U	N
7. GENERAL						
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues).	E	VG	S	M	U	N
b) Compliance with contractual terms/provisions *(explain if specific issues)*	E	VG	S	M	U	N
c) Would you hire or work with this firm again? *(If no, please explain below)*		Yes			No	
d) In summary, provide an overall rating for the work performed by this contractor.	E	VG	S	M	U	N

Please provide responses to the questions above (*if applicable*) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk *(please attach additional pages if necessary)*:

ATTACHMENT 3

Offerors who determine that the technical and or contractual requirements of this solicitation require clarification(s) in order to permit submittal of a responsive proposal shall submit all questions in writing. Inquiries shall be submitted via e-mail to joseph.a.martinez@eu.navy.mil and erik.torngren@eu.navy.mil. Pre-Proposal Inquiries (PPIs) will be accepted up to 10 days prior to the due date of the proposals. Responses will be published via amendment to the solicitation. Confirmation of email receipt will be sent to each PPI.

PRE-PROPOSAL INQUIRY

Solicitation: N33191-15-R-0821 PPI No. _____

SOLICITATION: Design-Build/Design-Bid-Build Multiple Award Construction Contract (MACC) for Construction, Renovation, Repair, and Demolition of Facilities, Waterfronts, Airfields, or Other Related Infrastructure, Sigonella, Italy

NOTE: ALL PRE-PROPOSAL INQUIRIES SHALL BE SUBMITTED BY E-MAIL, ON THIS FORM TO THE FOLLOWING E-MAIL ADDRESSES.

PCO E-mail: joseph.a.martinez@eu.navy.mil & erik.torngren@eu.navy.mil

DATE OF PROPOSAL INQUIRY:

FROM: FIRM: POC:

ADDRESS:

PHONE NO.: FAX NO.:

E-MAIL ADDRESS:

PROPOSAL INQUIRY: (Please **type** or **print** clearly)

(Include Solicitation Section, page number, and paragraph if applicable)

GOVERNMENT RESPONSE:

RESPONDER'S SIGNATURE/DATE: _____

Section 00600 - Representations & Certifications

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

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

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

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

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

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

( ) Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

(v) 52.209-2; Prohibition on Contracting with Inverted Domestic Corporations--Representation.

(vi) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(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 Certificate. This provision applies to solicitations containing the clause at 52.225-1.

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

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

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

(C) If the acquisition value is $50,000 or more but is less than $79,507, the provision with its Alternate II applies.

(D) If the acquisition value is $79,507 or more but is less than $100,000, the provision with its Alternate III 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 Certain Activities or Transactions 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 solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

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

[Contracting Officer check as appropriate.]

(i) 52.204-17, Ownership or Control of Offeror.

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

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

(iv) 52.222-52 Exemption from Application of the Service Contract Labor Standards 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) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

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

FAR Clause	Title	Date	Change

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

(End of provision)

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	JUL 2013
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	DEC 2014
52.211-13	Time Extensions	SEP 2000
52.211-18	Variation in Estimated Quantity	APR 1984
52.215-2	Audit and Records--Negotiation	OCT 2010
52.217-7	Option For Increased Quantity-Separately Priced Line Item	MAR 1989
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-50	Combating Trafficking in Persons	FEB 2009
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 2007
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	MAY 2008
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	DEC 2012
52.227-4	Patent Indemnity-Construction Contracts	DEC 2007
52.228-2	Additional Bond Security	OCT 1997
52.228-3	Worker's Compensation Insurance (Defense Base Act)	JUL 2014

52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-11	Pledges Of Assets	JAN 2012
52.229-6	Taxes--Foreign Fixed-Price Contracts	FEB 2013
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 2014
52.232-17	Interest	MAY 2014
52.232-23 Alt I	Assignment of Claims (May 2014) - Alternate I	APR 1984
52.232-27	Prompt Payment for Construction Contracts	MAY 2014
52.232-27 (Dev)	Payments in Support of Emergency and Contingency Operations (Deviation 2009-O0011)	MAY 2014
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-13 Alt I	Accident Prevention (Nov 1991) - Alternate I	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-23	Responsibility of the Architect-Engineer Contractor	APR 1984
52.236-24	Work Oversight in Architect-Engineer Contracts	APR 1984
52.236-25	Requirements for Registration of Designers	JUN 2003
52.236-26	Preconstruction Conference	FEB 1995
52.236-28	Preparation of Proposals--Construction	OCT 1997
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.244-6	Subcontracts for Commercial Items	OCT 2014
52.245-1	Government Property	APR 2012
52.245-9	Use And Charges	APR 2012
52.246-12	Inspection of Construction	AUG 1996
52.246-13	Inspection--Dismantling, Demolition, or Removal of Improvements	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.246-21 Alt I	Warranty of Construction (Mar 1994) - Alternate I	APR 1984
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	JUN 2003
52.247-68	Report of Shipment (REPSHIP)	FEB 2006
52.248-3	Value Engineering-Construction	OCT 2010
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Apr 2012) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984

52.249-10 Alt II	Default (Fixed-Price Construction) (Apr 1984) Alternate II	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7006	Billing Instructions	OCT 2005
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2014
252.211-7003	Item Unique Identification and Valuation	DEC 2013
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2012
252.225-7041	Correspondence in English	JUN 1997
252.225-7048	Export-Controlled Items	JUN 2013
252.227-7033	Rights in Shop Drawings	APR 1966
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.229-7001	Tax Relief	SEP 2014
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7001	Contract Drawings, and Specifications	AUG 2000
252.236-7002	Obstruction of Navigable Waterways	DEC 1991
252.236-7005	Airfield Safety Precautions	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.245-7000	Government-Furnished Mapping, Charting, and Geodesy Property	APR 2012
252.247-7023	Transportation of Supplies by Sea	APR 2014
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

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

The Contractor shall be required to (a) commence work under this contract within 15 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than [To be completed in each task order] calendar days after notice to proceed.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of [To be completed with each task order] for each calendar day of delay until the work is completed or accepted.

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the award date through the effective term of the contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $10,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of $5,000,000;

(2) Any order for a combination of items in excess of $10,000,000; or

(3) A series of orders from the same ordering office within 0 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the completion of all task orders.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.
(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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 EUROPE AFRICA SOUTHWEST ASIA
PSC 817 BOX 51
FPO AE 09622-0001
ATTN: Contracting Officer
Email: Laura.Haverlock@eu.navy.mil

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

CLAUSES INCORPORATED BY FULL TEXT

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

The Contractor shall perform on the site, and with its own organization, work equivalent to at least [percentage value to be determined as applicable with each task order / or if not specified, twenty (20) percent] percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

52.236-4 PHYSICAL DATA (APR 1984) [To be competed in each task order as applicable]

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by . . . . . [insert a description of investigational methods used, such as surveys, auger borings, core borings, test pits, probings, test tunnels].

(b) Weather conditions . . . . . (insert a summary of weather records and warnings).

(c) Transportation facilities . . . . . (insert a summary of transportation facilities providing access from the site, including information about their availability and limitations.

(d) . . . . . (insert other pertinent information).

(End of clause)

52.243-4 CHANGES (JUN 2007)

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes--

(1) In the specifications (including drawings and designs);

(2) In the method or manner of performance of the work;

(3) In the Government-furnished property or services; or

(4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating

(1) the date, circumstances, and source of the order and

(2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after

(1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

http://farsite.hill.af.mil/
https://www.acquisition.gov/FAR/
http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

http://farsite.hill.af.mil/
https://www.acquisition.gov/FAR/
http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html

(End of clause)

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (MAR 2006)

(a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is--

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from the Naval Criminal Investigative Service (NCIS), Code 21; telephone, DSN 288-9077 or commercial (202) 433-9077.

(End of clause)

252.225-7045 BALANCE OF PAYMENTS PROGRAM--CONSTRUCTION MATERIAL UNDER TRADE AGREEMENTS--BASIC (NOV 2014)

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

Caribbean Basin country construction material means a construction material that---

(i) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(ii) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

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

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

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

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

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

(ii) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. 40102), such as agricultural products and petroleum products.

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

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(i) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(ii) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Designated country means--

(i) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan (known in the World Trade Organization as ``the Separate Customs Territory of Taiwan, Penghu, Kinmen, and Matsu" (Chinese Taipei)), or the United Kingdom);

(ii) A Free Trade Agreement country (Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Panama, Peru, or Singapore);

(iii) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(iv) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

Designated country construction material means a construction material that is a WTO GPA country construction material, a Free Trade Agreement country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

Domestic construction material means--

(i) An unmanufactured construction material mined or produced in the United States; or

(ii) A construction material manufactured in the United States, if--

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(B) The construction material is a COTS item.

Free Trade Agreement country construction material means a construction material that--

(i) Is wholly the growth, product, or manufacture of a Free Trade Agreement country; or

(ii) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Free Trade Agreement country into a new and different construction material distinct from the material from which it was transformed.

Least developed country construction material means a construction material that--

(i) Is wholly the growth, product, or manufacture of a least developed country; or

(ii) In the case of a construction material that consists in whole or in part of materials from another country has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

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

WTO GPA country construction material means a construction material that--

(i) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(ii) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) This clause implements the Balance of Payments Program by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements apply to this acquisition. Therefore, the Balance of Payments Program restrictions are waived for designated country construction materials.

(c) The Contractor shall use only domestic or designated country construction material in performing this contract, except for--

(1) Construction material valued at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation;

(2) Information technology that is a commercial item; or

(3) The construction material or components listed by the Government as follows:

None.

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

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

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at https://www.acquisition.gov; and

(2) Be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at https://wawf.eb.mil/.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

Navy Construction/Facilities Management Invoice

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Inspection – N33191
Acceptance – N33191

(Contracting Officer: Insert inspection and acceptance locations or “Not applicable”.)

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	N68732
Issue By DoDAAC	N33191/SIGNEL
Admin DoDAAC	N33191/SIGNEL
Inspect By DoDAAC	N33191/SIGNEL
Ship To Code	Not Applicable
Ship From Code	Not Applicable
Mark For Code	Not Applicable
Service Approver (DoDAAC)	Not Applicable
Service Acceptor (DoDAAC)	N33191/SIGNEL
Accept at Other DoDAAC	Not Applicable
LPO DoDAAC	N33191/SIGNEL
DCAA Auditor DoDAAC	Not Applicable
Other DoDAAC(s)	Not Applicable

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.
Not Applicable

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact:

Concettina Santorelli at email Concettina.Santor.IT@eu.navy.mil

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

5252.201-9300 CONTRACTING OFFICER AUTHORITY (JUN 1994)

In no event shall any understanding or agreement between the Contractor and any Government employee other than the Contracting Officer on any contract, modification, change order, letter or verbal direction to the Contractor be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by an appointed Contracting Officer. The Contractor is hereby put on notice that in the event a Government employee other than the Contracting Officer directs a change in the work to be performed, it is the Contractor's responsibility to make inquiry of the Contracting Officer before making the deviation. Payments will not be made without being authorized by an appointed Contracting Officer with the legal authority to bind the Government.

5252.209-9300 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1994)

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

5252.211-9301 PHASED CONSTRUCTION SCHEDULE (SEP 1996) [To be completed in each applicable task order]

Within the overall project schedule, commence and complete the work in phases. Complete each phase of the work within the number of calendar days stated in the following schedule.

a. Schedule start day: The day designated as the beginning of a particular phase; the number listed is the number of calendar days from the award of contract.

b. Completion day: The day designated as the beginning of a particular phase; the number listed is the number of calendar days from the award of contract.

c. Schedule:

Phase	Description	Schedule Start Day	Completion Day
A	[_____]	[_____]	[_____]
B	[_____]	[_____]	[_____]
C	Completion of remaining	[_____]	[_____]

[Contracting Officer insert start and completion day for each phase. The completion day of the last phase must be the same number as indicated in FAR 52.211-10, Commencement, Prosecution, and Completion of Work.]

d. If the work of a particular phase is complete and accepted before the scheduled completion day, immediately begin work on the subsequent phase unless otherwise restricted.

5252.216-9316 Undefinitized Task/Delivery Orders. As prescribed in 16.506-100(k), insert a clause substantially the same as the following:

UNDEFINITIZED TASK/DELIVERY ORDERS (OCT 2007)

(a) Prior to the issuance of a task/delivery order under this contract, it is anticipated that the government and the contractor will reach agreement on the price or total cost and fee (if applicable) for the services to be provided under the order. The Contracting Officer may authorize commencement of work prior to final agreement on cost or price. In such case, the contractor shall immediately commence performance of the services specified in the order and shall submit a pricing proposal within 15 days of receipt of the order. Upon completion of negotiations, the final negotiated cost or price will be set forth in a supplemental agreement that is executed by the contractor and the Contracting Officer. Failure to agree upon the cost or price shall be considered a dispute subject to the Disputes clause of this contract.

(b) Undefinitized task/delivery orders shall indicate a "not to exceed" amount for the order; however, such amount shall not exceed 50 percent of the estimated cost of the order. The order shall only require the Contracting Officer's signature, but shall also comply with all other order requirements. Undefinitized task/delivery orders shall indicate the date by which the government anticipates that the cost or price of the order will be definitized.

5252.229-9304 TAX RELIEF (JUN 1994)

Price contained in the bids are exclusive of all taxes and duties which the U. S. Government is exempted from by virtue of any tax agreements between the U. S. Government and the Contractor's Government. Relief from Italian taxes and duties for the Prime Contractor only is provided in accordance with an Agreement of 5 March 1952 between the Government of the United States of America and Italy. The Contractor's obligation to pay the tax or duty is not removed by the Agreement; however, the Contractor may obtain relief from certain taxes and duty by contacting the Italian Ministry of Industry. With reference to the value added tax (IVA) which became effective in Italy on 1 January 1973, Article 72 of the IVA implementing decree authorizes an exemption from the total accumulated amount of IVA tax on all goods supplied and services rendered to U. S. military commands, provided, however, that the United States of America shall not be liable for the interest on any such sums accruing to the Contractor under such agreement because of delay or failure on the part of the Italian Government to pay such refunds.

(b) Use of AE 302 forms is hereby authorized. The purpose of the AE 302 procedure is to obtain exemption from taxes and custom duties which the U. S. Government and Government of Italy have agreed shall not be applicable to defense purchases by or on behalf of the U. S. Forces in Italy. Signature on the AE 302 form by an authorized U. S. official only represents certification that the goods and materials imported into Italy are solely for the use of the U. S. Forces; this signature does not and is not intended to alter the other terms and conditions of this contract, including the terms concerning transfer of title of the goods and materials. USE OF THE AE 302 PROCEDURES SHALL NOT BE CAUSE TO ASSERT ANY CLAIM, INCLUDING DELAYS INCIDENT TO OBTAINING U. S. AUTHORIZED OFFICIALS TO CERTIFY THE AE 302 FOR EACH SHIPMENT. (End of Clause)

5252.236-9301 SPECIAL WORKING CONDITIONS AND ENTRY TO WORK AREA (OCT 2004) [To be completed in each applicable task order]

The Government under certain circumstances may require denial of entry to the work areas under this contract where the Contractor's work or presence would constitute a safety or security hazard to ordnance storage or handling operations. Restrictions covering entry to and availability of the work areas are as follows:

(a) Entry. Entry to work areas located within the special Security Limited areas, defined as those work areas located within the existing security fence, can be granted subject to special personnel requirements as specified herein and to other normal security and safety requirements. Complete denial of entry to the Limited Area may be required during brief periods of one to two hours (normally) and on rare occasions of two to four hours. For bidding purposes, the Contractor shall assume denial of entry to the work areas in the Limited Area of six 2-hour denials and one 4-hour denial per month.

(b) Vehicle Delay. The Contractor shall also assume for bidding purposes that, in addition to site denial, each vehicle and/or unit of construction equipment will be delayed during each movement through the security gate, both entering and leaving the limited area. Delays will average [TBD].

(c) Operational Considerations. To reduce delay time while preserving required security, the following points should be considered in operational planning:

(1) Vehicle Search. Security regulations required that all vehicles, when authorized to enter the Limited Area be thoroughly searched by guard force personnel. Such a search will be required for all vehicle/ construction equipment. Accordingly, once a vehicle or unit of construction equipment has been cleared, it may be left in the Limited Area after initial entry has been made. For the period of time authorized the vehicle/equipment left in the Limited Area will be assigned parking areas by the Contracting Officer. The vehicle/equipment must be secured as specified in paragraph entitled "SECURITY REQUIREMENTS." The intent is to reduce the Contractor loss of time at the security gate. No private vehicles will be allowed to enter the Limited Area.

(2) Delivery Vehicles. Guard force personnel will inspect vehicles delivering construction materials while the driver is being processed for entry into the Limited Area. A Security Escort will then escort the driver and vehicle in the Limited Area. To provide this service, delivery schedules should be promulgated in advance and vendors made aware that a reasonable delay can be expected if delivery is other than the time specified. Deliveries after 1600 hours will not be allowed entry into the Limited Area without prior approval of the Physical Security Officer. (End of clause)

5252.236-9303 ACCIDENT PREVENTION (NOV 1998)

(a) The Contractor will maintain an accurate record of, and will report to the Contracting Officer in the manner and on the forms prescribed by the Contracting Officer, all accidents resulting in death, traumatic injury, occupational disease, and damage to property, materials, supplies and equipment incident to work performed under this contract.

(b) Compliance with the provisions of this article by subcontractors will be the responsibility of the Contractor.

(c) Prior to commencement of the work, the Contractor may be required to:

(1) submit in writing his proposals for effectuating provision for accident prevention;

5252 meet in conference with representatives of the Contracting Office to discuss and develop mutual understandings relative to administration of the overall safety program

5252.236-9304 UTILITIES FOR CONSTRUCTION AND TESTING (JUN 1994)

The Contractor shall be responsible for obtaining, either from available Government sources or local utility companies, all utilities required for construction and testing. The Contractor shall provide these utilities at his expense, paid for at the current utility rate delivered to the job site. The Contractor shall provide and maintain all temporary utility connections and distribution lines, and all meters required to measure the amount of each utility used.

5252.236-9305 AVAILABILITY OF UTILITIES (JUN 1994)

When available, the Government will furnish reasonable amounts of the following utilities for the work to be performed under this contract at no cost to the Contractor. Information concerning the location of existing outlets may be secured from the OIC. The Contractor shall provide and maintain, at his expense, the necessary service lines from existing Government outlets to the site of work.

Electric - Water - Compressed Air

Contractor Furnished Utilities. In the event that the Government is unable to provide the required types of utilities, the Contractor shall, at his expense, arrange for the required utilities.

Contractor Energy Conservation. The Contractor shall be directly responsible for instructing employees in utilities conservation practices. The Contractor shall be responsible for operating under conditions which preclude the waste of utilities, which shall include:

a. Lights shall be used only in areas where and at the time when work is actually being performed.

b. Mechanical equipment controls for heating, ventilation and air conditioning systems will not be adjusted by the workers.

c. Water faucets or valves shall be turned off after the required usage has been accomplished.

Telephone Lines. Telephone lines for the sole use of the contractor will not be available. Government telephones shall not be used for personal reasons.

Contractor Availability. The contractor shall maintain a telephone at which he or his representative may be reached 24 hours daily. The telephone shall be listed in the contractor's name. If the contractor does not have a local telephone, he shall maintain a toll free emergency telephone (or accept collect calls from authorized Government personnel) at which he or his representative may be reached at night, weekends and holidays. It is mandatory that the contractor or his representative be available to a toll-free telephone 24 hours per day, seven days per week, including holidays. He shall notify the OIC in writing of the mailing address and telephone number within three days after award of this contract and immediately thereafter in the event of change.

5252.236-9310 RECORD DRAWINGS (OCT 2004)

The Contractor shall maintain at the job site two sets of full-size prints of the contract drawings, accurately marked in red with adequate dimensions, to show all variations between the construction actually provided and that indicated or specified in the contract documents, including buried or concealed construction. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the final government-accepted drawings. Existing utility lines and features revealed during the course of construction, shall also be accurately located and dimensioned. Variations in the interior utility systems shall be clearly defined and dimensioned; and coordinated with exterior utility connections at the building five-foot line, where applicable. Existing topographic features which differ from those shown on the contract drawings shall also be accurately located and recorded. Where a choice of materials or methods is permitted herein, or where variations in scope or

character of methods is permitted herein, or where variations in scope or character of work from that of the original contract are authorized, the drawings shall be marked to define the construction actually provided. The representations of such changes shall conform to standard drafting practice and shall include such supplementary notes, legends, and details as necessary to clearly portray the as-built construction. These drawings shall be available for review by the Contracting Officer at all times. Upon completion of the work, both sets of the marked up prints shall be certified as correct, signed by the Contractor, and delivered to the Contracting Officer for his approval before acceptance. Requests for partial payments will not be approved if the marked prints are not kept current, and request for final payment will not be approved until the marked prints are delivered to the Contracting Officer. (End of clause)

5252.236-9312 DESIGN-BUILD CONTRACT – ORDER OF PRECEDENCE (AUG 2006)

(A) In the event of conflict or inconsistency between any of the below described portions of the conformed contract, precedence shall be given in the following order:

(1) Any portions of the proposal or final design that exceed the requirements of the solicitation.

(a) Any portion of the proposal that exceeds the final design.
(b) Any portion of the final design that exceeds the proposal.
(c) Where portions within either the proposal or the final design conflict, the portion that most exceeds the requirements of the solicitation has precedence.

(2) The requirements of the solicitation, in descending order or precedence:

(a) Standard Form 1442, Price Schedule, and Davis-Bacon Wage Rates.
(b) Part 1 – Contract Clauses.
(c) Part 2 – General Requirements.
(d) Part 3 – Project program Requirements.
(e) Part 6 – Attachments (excluding Concept Drawings).
(f) Part 5 – Prescriptive Specifications exclusive of performance specifications.
(g) Part 4- Performance Specifications exclusive of prescriptive specifications.
(h) Part 6 – Attachments (Concept Drawings).

(B) Government review or approval of any portion of the proposal or final design shall not relieve the contractor from responsibility for errors or omissions with respect thereto. (End of clause)

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

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

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

5252.242-9300 GOVERNMENT REPRESENTATIVES (OCT 1996)

(a) The contract will be administered by an authorized representative of the Contracting Officer. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract between the Contractor and any person other than the Contracting Officer be effective or binding upon the Government, unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of this contract. The authorized representative as indicated hereinafter:

_X_(1) The Contracting Officer's Representative (COR) will be designated by the Contracting Officer as the authorized representative of the Contracting Officer. The COR is responsible for monitoring performance and the technical management of the effort required hereunder, and should be contacted regarding questions or problems of a technical nature.

_X_(2) The designated Contract Specialist will be the Administrative Contracting Officer's representative on all other contract administrative matters. The Contract Specialist should be contacted regarding all matters pertaining to the contract or task/delivery orders.

_X_(3) The designated Property Administrator is the Administrative Contracting Officer's representative on property matters. The Property Administrator should be contacted regarding all matters pertaining to property administration.

5252.242-9305 PRE-PERFORMANCE CONFERENCE (JUL 1995)

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

5252.245-9302 LIMITED ASSUMPTION OF RISK BY GOVERNMENT (JUN 1994)

(a) Title of all work in place shall be in the Government, and title to all property intended for incorporation in the work shall vest in the Government upon delivery thereof to the site of the work. The term "Government-owned property" as used in this clause refers to such work in place and to such other property as to which title has vested in the Government and includes any property furnished or rented to the Contractor by the Government. Upon completion of the work, any such Government-owned property not a part of the work (except property rented to, or furnished without charge to the Contractor by the Government) shall become the property of the Contractor. The vesting of title in the Government, as provided in this paragraph, shall in no way relieve the Contractor of any obligations otherwise provided in this contract in respect to such Government-owned property except as expressly stated in paragraph (b) of this clause.

(b) The Contractor represents that the contract price does not include the cost of insurance, nor any provision for a reserve, covering the risk assumed by the Government under this paragraph.

The Government assumes the risk of loss or damage to such Government-owned property (including expenses incidental to such loss or damage) which results directly or indirectly from the explosion of Government-owned or controlled munitions (including, without limitations, ammunition, bombs, powder, dynamite and other explosives), whether or not caused by negligence, except that the Government does not assume at any time the risk of, and the Contractor shall be responsible for, such loss or damage (1) which is in fact covered by insurance or for which Contractor is otherwise reimbursed, or (2) which results from disregard of proper instructions of the Contracting Officer, on the part of any of the Contractor's directors, officers or any other representatives having supervision or direction of all or substantially all the Contractor's operations under this contract.

(c) In the event of loss or damage to Government-owned property resulting from the risk assumed by the Government hereunder, the Contracting Officer shall determine whether, and to what extent, such property shall be rebuilt, repaired or replaced by the Contractor or otherwise. Should this determination cause an increase or decrease in

the cost of doing the work under this contract or time required for its performance, an equitable adjustment shall be made as provided in the changes clause of the contract.

(d) The provisions contained in the statement of work under "Permits and Responsibilities," are to be deemed modified by this clause only to the extent required to give effect to the limited assumption of risk provided in this clause.

SPECIAL CONTRACT REQUIREMENTS

SECTION 00800
SPECIAL CONTRACT REQUIREMENTS

1. General Overview of a Multiple Award Construction Contract (MACC)
A MACC is a contract awarded from a single solicitation and may result in award to multiple contractors. This procurement consists of one solicitation with the intent to award approximately five (5) Indefinite Delivery/Indefinite Quantity (IDIQ) contracts to the offerors whose proposals, conforming to the solicitation; represent the best value – the proposals most advantageous to the Government, price and non-price factors considered.

2. Contract Type
This is an IDIQ contract with no pre-established fixed contract prices. The actual amount of work to be performed and the time of such performance will be determined by the Contracting Officer or his properly authorized representative who will issue written task orders to the contractor. Award of task orders will be on a firm fixed price basis.

3. Contract Content
The contract includes the solicitation in its entirety, including all amendments issued during the proposal preparation period, evaluation, and selection, and the successful offerors' accepted proposals. The contract constitutes and defines the entire agreement between the contractor and the Government. No documentation shall be omitted which in any way bears upon the terms of that agreement. Acceptance of the proposal documents in making the contract award shall not be construed as a waiver of any solicitation requirements.

Clauses specific to each task order that require fill-in or emphasis are provided with each Task Order RFP. All other terms and conditions identified in the basic contract are in full force by reference in the task order.

4. Description of Work
Indefinite Delivery/Indefinite Quantity (IDIQ) Multiple Award Construction Contract (MACC) for new construction (both vertical and horizontal construction), renovations, alterations, demolition, repair work, and any necessary design including: waterfront, pier, quay, industrial, airfield, aircraft hangar, infrastructure, administrative, training, retail, food service, dormitory, community support facilities.

The task orders will be for design-build and design-bid-build construction projects. The MACC contractor will provide the design, construction, supervision, equipment, materials, labor, and all means necessary to provide complete and usable facilities.

There is no yearly or per contractor limit except for the total five (5) year maximum of $48,000,000. Task orders will be firm fixed-price, normally in the range of $500,000 and $5,000,000 per task order. However, task orders over these amounts may be considered if deemed to be in the Government's best interest.

5. Term of the Contract
The basic contract period will be 12 months (or earlier as determined by the Contracting Officer after the maximum contract amount of $48 million is ordered by the Government).

6. Options
The contract contains four (4) 12-month options for a total maximum duration of 60 months or a total aggregate maximum value of $48 million for all MACC task orders across all contractors, whichever occurs first. The Government has the option to extend the term of the contract in accordance with the FAR 52.217-9, Option to Extend the Term of the Contract. The Government may extend the term of this contract by written notice to the contractor within the period specified in the Schedule, provided that the Government gives the contractor a

preliminary notice of its intent to extend before the contract expires. The preliminary notice does not commit the Government to an extension.

7. Minimum Guarantee

The only work authorized under this contract is that which is ordered by the Government through issuance of a task order. The Government makes no representation as to the number of task orders or actual amount of work to be ordered during the performance period of the contract. The minimum guarantee for each offeror awarded a contract is $10,000.

8. Commencement of Work

No work under this contract will commence until such time as the Contracting Officer issues a task order, either in writing or orally. Oral task orders will be confirmed by the issuance of a written task order within five working days.

9. Ombudsman

If the Contractor believes it was not fairly considered for a particular task order, the Contractor may present the matter to the Task Order Ombudsman. The Contractor may appeal the explanation or decision of the Contracting Officer to:

NAVFAC EUROPE AFRICA SOUTHWEST ASIA
PSC 817 BOX 51
FPO AE 09622-0001
ATTN: Contracting Officer
Email: laura.haverlock@eu.navy.mil

The ombudsman has the authority to:

a. Review complaints from contractors awarded multiple award construction contracts that they have not been afforded a fair opportunity to be considered for award of a particular task order.

b. After coordination with the contracting officer, and if he/she agrees with the contractor, require that the contracting officer take corrective action regarding the complaint.

10. Security Requirements

The Contractor shall be responsible for furnishing each employee, and for requiring that each employee engaged in the project, display such identification as may be approved and directed by the Contracting Officer.

Contractor Employee Base Access Pass

The Contractor shall be responsible for furnishing each employee, and for requiring that each employee engaged in the project, display such identification as may be approved and directed by the Contracting Officer.

In order to obtain a base access pass, the Contractor must complete a “Gate Entry Pass, Vehicle Pass, Application For”, available at the office of the Contracting Officer, and present to the Base Security Officer for approval. The following documents are required from each worker at time of presentation of completed application form:

a. “Carta di Identità” (Valid Italian Identification Card) or “Patente di Guida” (Obtain from the Ministero dei Trasporti e dell’Aviazione Civile)
b. A valid Italian Vehicle Registration Card and proof of Minimum Vehicle Liability Insurance for each Contractor’s official vehicle.
c. “Certificato Penale” Obtain from any Court of Justice.

All prescribed identification shall be immediately delivered and/or surrendered to the Contracting Officer for cancellation upon:

a. Termination or release of any employee;
b. Termination or completion of contract.

Responsibility for Physical Security

The Contractor shall be responsible for physical security of all materials, supplies, and equipment of every description (including property which may be Government furnished or owned) provided and/or utilized in the execution of this contract.

Employment

Should the continued employment of any person in connection with this contract, or any subcontract thereunder, be deemed by the Contracting Officer to be prejudicial to the interests of the Government, that person shall immediately be removed from the work. In this connection the Contractor agrees that:

a. Cases which may involve disciplinary action against such persons, or the necessity of reassignment or termination of their services, shall be investigated, processed, reported and disposed of, as directed by the Contracting Officer.
b. Employment contracts of all persons employed in connection with this contract, or any subcontract thereunder shall include clauses containing the substance of this clause.

Compliance with the foregoing provisions of this clause by subcontractors shall be the responsibility of the Contractor.

11. Place of Performance
The place of performance will be designated on each task order.

12. Proposal Preparation Costs
The costs for preparation of task order proposals shall be the responsibility of the Contractor and not directly reimbursable. Each task order awarded will include at a minimum all labor wages, management, supervision, mobilization, material and equipment costs. The Contractor shall furnish all project management, planning, estimating, labor, transportation, materials, equipment, tools, supervision, design if applicable, and all other associated costs necessary to fulfill the requirements of the task order.

13. Project Plans and Specifications
Each task order request for proposal will be issued with its own plans and specifications specific to that project.

14. Drawings
Any applicable drawings that accompany task orders will be considered to be a part of the scope of work.

15. Task Order Performance Period
FAR 52.211-10, Commencement, Prosecution and Completion of Work will be incorporated into each task order to identify the construction schedule for the specific project. The Government reserves the right to negotiate a task order's performance period if determined to be in the best interest of the Government.

16. Liquidated Damages
FAR 52.211-12, Liquidated Damages – Construction, will be incorporated into task orders identifying the liquidated damages rate applicable to that task order.

17. Pre-Award Site Inspections
Upon receipt of the scope of work, including applicable drawings, and following a brief time period for reviewing the documents, the Contractor shall inspect the job site per the site visit instructions in each task order RFP. Any deficiencies, conflicts, or other areas of concern existing in the scope of work and applicable drawings should be brought to the attention of the Contracting Officer through the task order Pre-Proposal Inquiry (PPI) process. The Contractor shall also notify the Contracting Officer upon observing any features in the design that appear to be ambiguous, confusing, conflicting or erroneous.

18. Subcontracting Responsibilities
The Contractor shall be responsible for the management and performance of all subcontracts. The Contractor shall ensure task orders are completed within the stated requirements.

19. Supervision
The Contractor shall provide supervision in accordance with FAR 52.236-6, Superintendence by the Contractor, for each task order.

20. Notice of Constructive Changes
No order, statement or direction of the Contracting Officer, an authorized representative of the Contracting Officer whether or not acting within the limits of his authority, or any other representative of the Government, shall constitute a change order under the "Changes" clause of this contract or entitle the contractor(s) to an equitable adjustment of the price or delivery schedule, unless such a change is issued in writing and signed by the Contracting Officer.

21. Payments
Designated paying office will be determined at award of individual task orders under this contract. Invoicing procedures will be stated in each task order and percentage of performance payments will be processed through the designated Administrative Contracting Officer. Invoices shall be submitted to the office identified in Block 7 of the DD1155. Ensure both the contract number and the task order numbers are included on the invoice.

22. Project Kickoff Meeting
Prior to commencing work under a task order, the Contractor shall meet with the Administrative Contracting Officer and/or designated technical personnel at a mutually agreeable time to discuss and develop mutual understandings concerning schedule and administering work.

23. Performance Evaluations
At the conclusion of each task order, the Administrative Contract Office will complete a Contractor's performance evaluation and input into CCASS/ACASS. The evaluation will take into account all aspects of the Contractor's performance. Performance evaluations may be completed at any time the Contactor's performance is considered less than satisfactory. Contractors will be provided the performance evaluation through the online CCASS/ACASS system and an opportunity to comment on the evaluation. The performance evaluations may have an impact on the award of future task orders. Each contractor employee accessing CPARS, ACASS, or CCASS will be required to present a valid DoD Public Key Infrastructure (PKI) certificate. For information regarding obtaining PKI certificates visit http://www.cpars.navy.mil/pki_info.htm. A list of approved External Certificate Authority (ECA) vendors is provided.

24. Code Compliance
U.S. installations within Italy are subject to compliance with Italian building codes. Where Italian codes are more stringent, Italian codes apply. Where United States building codes are more stringent, U.S. codes apply.