

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. N33191-15-R-0843	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 16-Sep-2015	PAGE OF PAGES 1 OF 52
	<b>IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.</b>			

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. ACQR3908227	6. PROJECT NO.
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7. ISSUED BY NAVFAC EUROPE AFRICA SOUTHWEST ASIA PSC 817 BOX 51 FPO AE 09622-0051  TEL: 39 081 568 7750 FAX: 39 081 568 7750	CODE N33191	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE  <b>See Item 7</b>  TEL: FAX:
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9. FOR INFORMATION CALL:	A. NAME STEPHEN ASTWOOD	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 081-568-4104
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**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):*

UNACCOMPANIED ENLISTED PERSONNEL HOUSING (UEPH) FACILITY, CAMP EDERLE, VICENZA, ITALY

The work includes the furnishing of all labor, management, supervision, tools, materials, and equipment necessary to construct a multi-story Unaccompanied Enlisted Personnel Housing (UEPH) facility at Camp Ederle located in Vicenza, Italy. The Unaccompanied Enlisted Personnel Housing (UEPH) will be a four story building of approximately 8,517 sm (91,682 SF).

The magnitude of construction for this project is between \$10,000,000 and \$25,000,000 in accordance with FAR 36.204. Price and technical proposals shall be submitted in separate emails and are due no later than 11:00 a.m. Central European Time (CET) on 16 October 2015.

Pre-proposal and Site Visit Schedule: The pre-proposal conference will be held at 10:00 a.m CET on 24 September 2015. The site visit will immediately follow the pre-proposal conference.

Award will be made in US Currency (\$). All proposed prices shall be submitted in US Currency (\$).

11. The Contractor shall begin performance within 15 calendar days and complete it within 720 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? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS 10
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 11:00 AM (hour) local time 16 Oct 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,  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 120 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.



## Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Construct UEPH Facility FFP The work includes the furnishing of all labor, management, supervision, tools, materials, and equipment necessary to construct a multi-story Unaccompanied Enlisted Personnel Housing (UEPH) facility at Camp Ederle located in Vicenza, Italy. The Unaccompanied Enlisted Personnel Housing (UEPH) will be a four story building of approximately 8,517 sm (91,682 SF). FOB: Destination PURCHASE REQUEST NUMBER: ACQR3908227		Project		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 OPTION	Option #1- Photovoltaic Energy Equipment FFP Provide additional roof-mounted photovoltaic energy equipment, including related roof-mounted framing system and related ancillary items; complete in accordance with the drawings and specifications.  FOB: Destination		Project		

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## 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

## 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

## Section 00100 - Bidding Schedule/Instructions to Bidders

INSTRUCTIONS TO OFFERORS

## Table of Contents

- I. SECTION 00100 – Bidding Schedule/Instructions to Bidders
- II. SECTION 00600 – Representations & Certifications
- III. SECTION 00700 – Contract Clauses
- IV. SECTION 00800 – Special Contract Requirements

**A. GENERAL INFORMATION**

1. This acquisition will result in the award of a Firm Fixed Price (FFP) Design Bid Build construction contract. The contract will be procured using negotiated procedures, as it has been determined in accordance with FAR 6.401 to be the most appropriate method of contracting the subject requirement. The tradeoff process on the best value continuum, as described in FAR 15.101, will be used for this procurement.
2. The work includes the furnishing of all labor, management, supervision, tools, materials, and equipment necessary to construct a multi-story Unaccompanied Enlisted Personnel Housing (UEPH) facility at Camp Ederle located in Vicenza, Italy. The Unaccompanied Enlisted Personnel Housing (UEPH) will be a four story building of approximately 8,517 sm (91,682 SF). The ground floor includes the main lobby, public toilets, day room, laundry room, kitchen, mud room, bulk storage rooms and living modules. The upper floors have a laundry room, a multi-functional room, bulk storage rooms and living modules. The living module for two soldiers has two private sleeping rooms that share a toilet room and a kitchen. The building is to be built of concrete walls with sloped clay tile roofing on concrete pile foundations and ventilated floor slab. Exterior walls will be cast-in-place concrete bearing walls. Interior concrete columns and beams will support the floor slabs. Interior walls will be either concrete with plaster, or metal stud with impact resistant drywall.  
  
Site improvements include sidewalks, a dumpster area, and various utility services.  
  
Site demolition will include but is not be limited to clearing and grubbing; Removal of the former Health Clinic (Building 113) and the Communications Building (Building 131), including asbestos containing building materials, lead based paint, polychlorinated biphenyls (PCB) ballasts, mercury vapor lamps, exits signs and emergency lighting with backup batteries; removal and relocation of utility structures and utility lines that are within the footprint of the building and/or conflict with new site improvements; and removal of existing pavements.
3. The Request for Proposal (RFP) will include the following Contract Line Items (CLINS) for the basic contract:
  - a. The basic contract award CLIN 0001 will consist of all work stated in item #2 above.
  - b. CLIN 0002, Bid Option #1- Photovoltaic Energy Equipment, provide additional roof-mounted photovoltaic energy equipment, including related roof-mounted framing system and related ancillary items; complete in accordance with the drawings and specifications .
4. The contract completion date is **720** calendar days from the date of contract award. The options, if awarded, will be awarded within **60** calendar days of contract award.
5. In accordance with DFARS 236.204 for construction contracts, the magnitude of construction for this project is between \$10,000,000.00 and \$25,000,000.00.

6. The Government intends to award a contract resulting from this solicitation to the responsible offeror that represents the best value to the Government, price and non-price factors combined, as outlined in Section III of this solicitation.
7. This acquisition will be solicited on an unrestricted basis with full and open competition.
8. The contract will be awarded in US Currency, and all offers shall be submitted in US Currency (Dollars).
9. Offers shall be submitted in English, to include any and all supporting documentation (certificates, licenses, award documents, etc.). If supporting documentation cannot be recreated in English, than at a minimum an English translation for any supporting documentation written in a language other than English must be provided.

Each offeror must electronically submit a separate price proposal and technical proposal to the Contract Specialists Stephen Astwood, [stephen.astwood@eu.navy.mil](mailto:stephen.astwood@eu.navy.mil) and Joseph Martinez, [joseph.a.martinez@eu.navy.mil](mailto:joseph.a.martinez@eu.navy.mil). All proposals must be received by the time and date stated on the SF 1442, block13. The time for receipt of proposals shall be based on the time on the receiving Contract Specialist's computer. Timeliness of proposals will be in strict accordance with FAR 52.215-1. Only those proposal received by the specified time and date will be considered and reviewed. Incomplete proposals may result in the rejection of the proposal.

10. Pre-Proposal Inquiries (PPI): Offerors who determine that the technical and or contractual requirements of this RFP require clarification(s) in order to permit submittal of a responsive proposal shall submit all questions in writing, in the English Language. Additionally, all inquiries shall be submitted using the Pre-Proposal Inquiry (PPI) form attached to this solicitation as Attachment C. All Inquiries shall be submitted via e-mail to [stephen.astwood@eu.navy.mil](mailto:stephen.astwood@eu.navy.mil) and [joseph.a.martinez@eu.navy.mil](mailto:joseph.a.martinez@eu.navy.mil). Pre-proposal inquiries will be accepted up to 28 September 2015. A response will be published as an amendment to the solicitation.

The technical Specification and design drawings are provided with this RFP as attachments to the Navy Electronic Commerce Online (NECO) and Federal Business Opportunities (FedBizOpps) databases in 25 files.

12. SITE VISIT INSTRUCTIONS – details and requirements for the site visit are found under FAR Clause 52.236-27 located further down in this solicitation section.
13. 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.

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.

Offerors must have an active registration in SAM prior to the submission of proposals.

## **B. PROPOSAL SUBMISSION REQUIREMENTS**

**Proposals shall be submitted as follows:**

- **Proposals shall consist of a minimum of two (2) emails.**

- **Price and Technical information SHALL be submitted in separate emails.**
- **Ensure email submissions indicate in the subject line the number of emails being sent; for Example: 1 of 5, 2 of 5, 3 of 5, etc.**
- **Offerors shall limit emails to 5 MB each.**
- **Offerors are responsible for ensuring receipt at destination. The submittal closing time and receipt of proposals shall be established by the time on the receiving Contract Specialist's computer.**
- **LATE PROPOSALS WILL NOT BE CONSIDERED. PARTIAL PROPOSALS OR ATTACHMENTS SUBMITTED LATE WILL NOT BE CONSIDERED.** Special attention is called to FAR 52.215-1(c)(3)(ii)(A)(1), Instructions to Offerors. Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and if it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 P.M. LOCAL TIME ONE WORKING DAY PRIOR to the date specified for receipt of proposals. Any proposal submitted after 5:00 p.m. local time the day before the due date will be considered late if it does not reach the email inbox of [stephen.astwood@eu.navy.mil](mailto:stephen.astwood@eu.navy.mil) by 16 October 2015 at 11:00 A.M., Central European time.

a. **SOCIETÀ ORGANISMI DI ATTESTAZIONE (SOA) CERTIFICATION.**

The following SOA Certifications are required by the Offeror:

**The Prevailing Work Category:**

Classification: **OG-1, Class VII**

Percentage of Work: **56%**

Related Classifications (sub categories) and percentages for this work category:

Classification: **OG-11, Class VI**

Percentage of Work: **44%**

**or, as an alternative to OG-11:**

Classification: **OG-3, Class IV**

Percentage of Work: **24%**

Classification: **OG-28, Class IV**

Percentage of Work: **41%**

Classification: **OG-30, Class IV bis**

Percentage of Work: **35%**

Companies that are QUALIFIED in the Prevailing Work Category and pertinent Classification, but NOT QUALIFIED also in the Minor Work Category and pertinent Classification, can still bid against the subject solicitation, by forming a Joint-Venture or subcontracting for the execution of the work pertaining to the OG1

Category for which they are not qualified. Offerors must declare their intention of forming the Joint-Venture or awarding a subcontract.

In the case of a JV, at least one member of the JV must have the required SOA Certifications. The JV member who has the SOA Certification must perform the majority of the work pertinent to the certification. In the case of a JV certification submitted by a subcontractor will not be accepted.

As required by DPR 554, art 75 and DPR 412 /2000 CO shall require the apparent successful bidder/offeror to submit additional documentation, upon CO demand, for evaluation of firm's technical and financial qualifications to execute the work.

Debarment from Award:

As required by article 75 of DPR 554 and DPR 412/2000, KTRs cannot bid if they have a history of, or there is an existing question relative to:

- Bankruptcy
- Pending Charges
- Final Penal Judgment for moral and/or professional misconduct
- Breach of use of unauthorized subcontractors, i.e. anti-trust laws
- Breach of safety / security or labor regulations
- Serious malpractice or negligence
- Tax payments violations
- False or fraudulent representations in prior solicitations

KTR must submit extract from criminal record or affidavits released by the local court of KTR's residence.

CO shall review KTRs' certifications for compliance. Firms who obtained SOA certification are listed in the SOA website. Not submitting the additional documentation is treated as a responsiveness issue. CO shall ensure that the contract provisions stipulate that the contract may be terminated for default if it is discovered after award that the KTR failed to meet the certification requirements of D.P.R. n. 34, or art 75 of DPR 554, and DPR 412/2000.

#### b. JOINT VENTURE (JV) AGREEMENT:

##### NOTE #1:

**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) 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 severably liable for the performance of the whole contract and will be incorporated into the contract award if award is made to the JV.

**\*\*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 (contracto de avvalimento) will not be accepted for this procurement and will be considered non-responsive to the solicitation.\*\***

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 C-2-d.)
- (e) The statement "The composition and structure of the JV will remain unchanged from award to one (1) year after the work has been finally inspected and accepted by the Government."
- (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.

**c. Registry in the System for Acquisition Management (SAM) 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/portal/public/SAM/>. Offerors not registered in SAM shall obtain a DUN & Bradstreet (DUNS) number and a CAGE or NCAGE prior to registering in SAM.

d. A DUN & Bradstreet (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 the joined entity and additionally one 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 (see paragraph g. above.)

e. **CAGE/NCAGE** – A CAGE/NCAGE code is required for all offerors, including JV offerors. JV offerors must acquire a CAGE Code registered in the JV name.

U.S. Offerors, including Joint Venture offerors: U.S. offerors must obtain a CAGE Code prior to registering in the SAM database. The Cage Code is a requirement to part of the SAM registration process (see paragraph g. above)

Non-U.S. (foreign) Offerors ONLY: Non-U.S. offerors must obtain a NATO CAGE Code (NGAGE) instead of a CAGE Code prior to registering in the CCR database. NCAGE codes may be obtained at the NCAGE website at [http://www.dlis.dla.mil/Forms/Form\\_AC135.asp](http://www.dlis.dla.mil/Forms/Form_AC135.asp).

Italian Offerors: Do not submit a request through NCAGE website. Italian offerors requiring an NCAGE Code shall submit with its proposal the following:

- A completed DP/7753/4 QUESTIONARIO DATI RILEVAMENTO ANAGRAFICO PER'ASSEGNAZIONE DEL CODICE NATO (N/CAGE CODE) provided as Attachment E.
- A copy of the Offeror's Certificato della Camera di Commercio. If the Italian Offeror is selected for award, the United States Government will forward the Offeror's completed DP/7753/4 to the Italian Ministry of Defense (MOD) Classification Experts. Upon receipt of the Offeror's NCAGE Code, the U.S. Government will process the award. After award, the successful awardee must register in Central Contractor Registration (CCR) within 5 working days.

#### f. 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.

#### g. EVALUATION FACTORS FOR AWARD

This One-Phase procurement will result in the award of a Firm Fixed Price construction contract. In making the best value award decision, the government will evaluate Factors 1-4 and price. The relative order of importance of the non-price evaluation factors is that technical factors (i.e., Technical Approach, Experience and Safety) are equal to each other and when combined are of equal importance to the performance confidence assessment (past performance). The combined non-price factors are approximately equal to price.

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

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.”

The importance of price will increase if the Offerors’ non-cost/price proposals are considered essentially equal in terms of overall quality, or if price is so high as to significantly diminish the value of a non-cost/price proposal’s superiority to the Government. Award will be made to the responsible Offeror(s) whose offer conforms to the solicitation and represents the best value to the Government, price and non-price factors considered.

#### 1. Basis of Evaluation and Submittal Requirements for Each Factor.

#### **Price:**

##### (1) Solicitation Submittal Requirements:

The price proposal shall be separate from the technical proposal. Complete and submit the following:

- Cover letter
- SF 1442, Solicitation, Offer, and Award – Blocks 14 through 20c.
  - Acknowledge all solicitation amendments in Block 19 the SF1442.
- CLIN 0001 - Construction of the Firm Fixed Price (Lump Sum) including all labor, management, supervision, tools, materials, and equipment necessary to construct a multi-story Unaccompanied Enlisted Personnel Housing (UEPH) facility at Camp Ederle located in Vicenza, Italy, in accordance with the RFP. CLIN 0002- Bid Option #1- Photovoltaic Energy Equipment Price for providing additional roof-mounted photovoltaic energy equipment, including related roof-mounted framing system and related ancillary items; complete in accordance with the drawings and specifications. Submit price proposals in US Currency (\$) on the PRICE SCHEDULE (Attachment E). All proposals must be submitted no later than the time and date specified in block 13 of the SF1442.

##### Additional Proposal Information:

(a) Ensure the offeror’s Representations and Certifications, including the supplemental certifications included in Section 00600, are current and posted in the System for Acquisition Management (SAM) SAM database. Offerors proposing as a J/V require registry as an entity separate from the respective J/V partners.

(b) Offerors are strongly recommended to participate in the site visit, examine the scope of work, drawings, specifications, schedule, and all instructions. Failure to do so will be at the offeror's risk.

(c) Each offeror shall furnish the information required by the RFP. The offeror shall sign the offer and print or type its name on the Schedule and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(d) Offers for supplies or services other than those specified will not be considered unless authorized by the solicitation.

(e) Offerors must state a definite time for delivery of supplies or for performance of services, unless otherwise specified in the solicitation.

(f) Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.

(2) Price Basis of Evaluation.

The Government will evaluate price based on the total price, CLIN 0001 and CLIN 0002.

The price proposal shall be evaluated to determine the reasonableness of the offered price. A price which is found to be either unreasonably high or unreasonably low may negatively impact the price evaluation.

(a) Price evaluation shall consist of price analysis using one or more of the following techniques to ensure a fair and reasonable price:

- (1) Comparison of proposed prices received in response to the RFP.
- (2) Comparison of proposed prices with the IGCE.
- (3) Comparison of proposed prices with available historical information.
- (4) Comparison of market survey results.

(b) Congruence between the technical and price proposals shall also be utilized to determine the reasonableness of the proposed price as well as potential performance risk.

(c) Evaluation of the price proposal will determine the reasonableness, realism, and completeness of the offeror's proposal.

(d) Evaluation will determine the offeror's comprehension of the requirements of the RFP as well as to assess the degree to which the proposed price accurately reflects proposed performance.

(e) A price found to be either unreasonably high or unrealistically low in relation to the proposed work may negatively impact the offeror's ranking. The Government reserves the right to conduct a price realism analysis of proposed prices the Government considers to be unrealistically low. The Government may consider the offeror(s) understanding of the work or ability to perform the work in this risk assessment.

(f) Representations and Certifications will be reviewed in the SAM database to ensure they are complete.

(b) Non-cost/price Factors:

**Factor 1 – Technical Approach:**

(i) Solicitation Submittal Requirements:

The Government will allow the Offeror to propose use of primary subcontractors to perform various aspects of work as part of the team effort. The composition and management of the primary subcontractors will be evaluated in this factor. Primary subcontractors is defined as those subcontractors performing more than 10% of the work as it relates to the Offeror's price proposal.

The Offeror shall submit the following information:

- (1) Provide a narrative describing the proposed primary construction firms and primary subcontractors 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 an organizational chart that clearly identifies the lines of authority between the entities.

Additionally, the narrative shall include a description of the primary subcontractors' qualifications for this work and why they have been selected as it relates to the requirements of this solicitation.

- (2) The technical approach narrative shall be limited to five (5) double-sided page (or ten (10) single-sided pages) including the organizational chart.

(ii) Basis of Evaluation:

The assessment of the Offeror's technical approach will be conducted by evaluating the effectiveness of the organizational structure, teaming, and subcontractor relationships proposed by the Offeror in meeting the Government's staffing and execution requirements.

**Factor 2 – Experience:**

(i) Solicitation Submittal Requirements:

Submit a minimum of three (3) and a maximum of five (5) construction contracts for the Offeror that best demonstrates your experience on relevant projects that are similar in size, scope, and complexity to the RFP. The contracts may be contracts completed for the U.S. Government or other clients. Relevant projects will:

- (1) Be similar in scope by providing for the construction of a barracks, dormitory, hotel, or similar type berthing facility that is three stories or greater in height;
- (2) Have a construction contract value equal to or greater than \$10,000,000.00;
- (3) Have a facility square footage equal to or greater than 5,000 square meters; and

Projects submitted for the Offeror shall be completed within the past seven (7) years of the date of issuance of this RFP.

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 single task order as a project.

The attached Construction Experience Project Data Sheet (Attachment A) is MANDATORY and SHALL be used to submit project information. Except as specifically requested, the Government will not consider information submitted in addition to this form. Individual blocks on this form may be expanded; however, total length for each project data sheet shall not exceed one (1) double-sided page (or two (2) single-sided pages).

For all submitted projects, the description of the project shall clearly describe the scope of work performed and the relevancy to the project requirements of this RFP (i.e., unique features, area, construction methods). In addition, a strength may be given should the description 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. These documents do not count against the page limitations of Factor two (2). The Offeror shall indicate for all submitted contracts the percentage of work that was self-performed and the percentage of the work that was executed via subcontractors. Unlike Factor one (1), in which sub-contractors are to be identified for the purpose of informing the Government of the proposed team, factor two (2) shall not consider the use of sub-contractors to identify the experience that the prime contractor is proposing to have. The purpose of identifying the level of self-performance is to ensure that projects submitted by the prime contractor have a majority of work self-performed by the prime contractor to establish adequate experience.

If the Offeror is a Joint Venture (JV), relevant project experience should be submitted for projects completed by the Joint Venture entity. If the Joint Venture does not have shared experience, projects shall be submitted for each Joint Venture partner. Offerors who fail to submit experience for all Joint Venture partners may be rated lower. Offerors are still limited to a maximum total of five (5) projects combined.

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

(ii) Basis of Evaluation:

The basis of evaluation will be whether the projects submitted by the Offeror demonstrate the experience and depth of experience in performing relevant construction projects as defined in the solicitation submittal requirements in paragraph (2)(i) above. The assessment of the Offeror's relevant experience is evaluated to determine the capability of the Offeror to successfully meet the requirements of the RFP. The Government will only review five projects. Any projects submitted in excess of the five (5) for Construction Experience will not be considered.

Relevant projects that demonstrate construction experience LEED and sustainable features may receive a higher rating than those that do not demonstrate experience with LEED and sustainable design features;

Relevant projects that demonstrate construction experience in Italy and in construction compliance with Italian law may receive a higher rating than those that do not demonstrate construction experience in Italy and compliance with Italian law.

**Factor 3 – Safety**

(a) Solicitation Submittal Requirements:

The Offeror shall submit the following information: (For a partnership or joint venture, the following shall address each contractor who is part of the partnership or joint venture; only one safety narrative is required.)

(1) Technical Approach for Safety:

Describe the offeror's technical approach to safety for its employees as well as the plan that the Offeror will implement to evaluate and measure safety performance of potential subcontractors, as a part of the selection process for all levels of subcontractors. The Safety Narrative shall be limited to one (1) double-sided page (or two (2) single-sided pages).

(b) Basis of Evaluation:

The Government is seeking to determine that the Offeror has consistently demonstrated a commitment to safety and that the Offeror plans to properly manage and implement safety procedures for itself and its subcontractors. The Government will evaluate the Offeror's overall safety record and the Offeror's plan to select and monitor subcontractors. The Government's sources of information for evaluating safety may include, but are not limited to, Government agencies, OSHA, Contractor Incident Reporting System (CIRS) databases, and other related resources. While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete safety information regarding these submittal requirements rests with the Offeror. The evaluation will collectively consider the following:

- Offeror Technical Approach to Safety
- Other sources of information available to the Government

(1) Technical Approach to Safety:

The Government will evaluate the narrative to determine the degree to which subcontractor safety performance will be considered in the selection of all levels of subcontractors on the upcoming project. Those Offerors whose plan demonstrates a commitment to hire subcontractors with a culture of safety may be given a higher rating in the evaluation.

**Factor 4 – Past Performance:**

(a) Solicitation Submittal Requirements:

If a completed Contractor Performance Appraisal Reporting System (CPARS) or Construction Contractor Appraisal Support System (CCASS) evaluation is available, it shall be submitted with the proposal for each project included in Factor 2, Experience. If there is not a completed CPARS/CCASS evaluation then submit Past Performance Questionnaires (Attachment B) for each project included in Factor 2 - 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 RFPs. 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 one (1) double-sided pages (or two (2) single-sided pages) in total.

The Government reserves the right to contact references for verification or additional information. The Government's inability to contact any of the Offeror's references or the reference's 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 relevance of the information, the source of the information, context of the data, and general trends in the Contractor's performance. This evaluation is separate and distinct from the Contracting Officer's responsibility determination. The assessment of the Offeror's past performance will be used as a means of evaluating the Offeror's probability to successfully meet the requirements of the RFP.

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

**Ten-Percent (10%) PERFORMANCE GUARANTEE**

The Offeror whose offer/proposal is accepted, shall provide a notarized Performance Guarantee letter within ten (10) days after the contract forms are presented to the Offeror for signature. In lieu of the 10% Performance Guarantee requirement, the Offeror may provide Performance and Payment Bonds, pursuant to FAR Clause 52.228-15, through an approved surety under the United States Treasury Department Circular 570. If the Offeror fails to provide a Performance Guarantee letter or Performance and Payment Bonds within ten (10) days, the contract may be terminated for default. In such event, Offeror shall be liable for any cost of re-procuring the work which exceeds the amount of his offer.

This Performance Guarantee replaces NFAS 5252.228-9306.

The Performance Guarantee letter shall be accompanied by a notarized document authenticating the financial institution's authority to sign the letter. An English translation of the Performance Guarantee letter shall be submitted at the same time.

Performance Guarantee: An amount equal to ten percent (10%) of the amount of the contract shall be deposited into a properly certified banking institution, which will then issue an irrevocable letter guaranteeing the payment of the amount deposited plus any applicable interest, to the United States Government, upon demand by the Contracting Officer. Demand will be made if the Contractor fails to comply with the terms and conditions of the contract, or does not fulfill its undertaking in whole or in part. Payment to the Contracting Officer will be 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."

The Performance Guarantee shall take effect upon the date of signature of the Performance Guarantee letter and shall remain valid and irrevocable until one (1) year after the work has been finally inspected and accepted by the Government.

**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 ten (10%) 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.)

**CLAUSES INCORPORATED BY FULL TEXT**

**52.204-6 DATA UNIVERSAL NUMBERING SYSTEM NUMBER (JULY 2013)**

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

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

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

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

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

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

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

(i) Company legal business name.

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

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

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

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

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

(End of provision)

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE (APR 2008)

Any contract awarded as a result of this solicitation will be \_\_\_\_ DX rated order; X DO rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

## CLAUSES INCORPORATED BY FULL TEXT

## 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(End of provision)

## 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

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

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

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

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

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

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

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

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

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic

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

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

(i) The solicitation number;

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

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

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

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

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

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

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

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

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

(3) It is the only proposal received.

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

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

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

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(iv) A summary of the rationale for award.

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

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

(End of provision)

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of provision)

## CLAUSES INCORPORATED BY FULL TEXT

52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications. (DEC 2012)

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

Person--

(1) Means--

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

Sensitive technology--

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) The offeror shall email questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with 25.703-4, by submission of its offer, the offeror—

(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(3) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any

transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if—

(1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of provision)

#### 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 Stephen Astwood; [stephen.astwood@eu.navy.mil](mailto:stephen.astwood@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)

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

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

(b) A Site Visit and Pre-Proposal Conference is scheduled on 24 September 2015 at 10:00am Central European Time (CET).

(c) All Offerors wanting to attend the site visit on 24 September 2015 must submit a request to both Mr. Stephen Astwood and Ms. Deborah Bertuzzo via email. Use the following email addresses: [stephen.astwood@eu.navy.mil](mailto:stephen.astwood@eu.navy.mil) and [deborah.bertuzzo2.in@mail.mil](mailto:deborah.bertuzzo2.in@mail.mil). In order to obtain an access pass, provide the following information in your email request: NAME, DATE OF BIRTH, NATIONALITY, COMPANY NAME, AND IDENTIFICATION CARD. Due to capacity limitations, only two representatives are authorized to attend for each offeror. Please provide the above information NO LATER THAN 21 September 2015 01:00pm CET in order to process requests in time for the scheduled site visit.

(d) All personnel attending the site visit shall meet at the visitor's parking lot located immediately on the right after the Caserma Ederle Gate 1 (Main Gate) on 24 September @ 1000 (Central European Time). If there are any questions on the day of the site visit, please contact Deborah Bertuzzo at +39-335-560-3570.

(End of provision)

252.225-7042 AUTHORIZATION TO PERFORM (APR 2003)

The offeror represents that it has been duly authorized to operate and to do business in the country or countries in which the contract is to be performed.

(End of provision)

## Section 00600 - Representations &amp; Certifications

## CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
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## CLAUSES INCORPORATED BY FULL TEXT

## 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

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

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

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

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

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

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

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

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

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

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

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no

prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

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

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

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

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

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

(End of provision)

52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications. (DEC 2012)

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

Person--

(1) Means--

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

Sensitive technology--

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) The offeror shall email questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with 25.703-4, by submission of its offer, the offeror—

(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(3) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if—

(1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(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
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
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
52.211-3	Availability of Specifications Not Listed in the GSA Index of Federal Specifications, Standards, and Commercial Item Descriptions	JUN 1988
52.215-2	Audit and Records--Negotiation	OCT 2010
52.222-7	Withholding of Funds	MAY 2014
52.222-50	Combating Trafficking in Persons	MAR 2015
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
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
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-4	Patent Indemnity-Construction Contracts	DEC 2007
52.228-2	Additional Bond Security	OCT 1997
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	APR 1984
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	Assignment Of Claims	MAY 2014
52.232-27	Prompt Payment for Construction Contracts	MAY 2014

52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-34	Payment By Electronic Funds Transfer--Other Than System for Award Management	JUL 2013
52.232-35	Designation of Office for Government Receipt of Electronic Funds Transfer Information	JUL 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
52.236-5	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
52.236-13	Accident Prevention	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
52.236-19	Organization and Direction of the Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
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
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.243-1	Changes--Fixed Price	AUG 1987
52.243-4	Changes	JUN 2007
52.243-5	Changes and Changed Conditions	APR 1984
52.244-2	Subcontracts	OCT 2010
52.244-6	Subcontracts for Commercial Items	APR 2015
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
52.248-3	Value Engineering-Construction	OCT 2010
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
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
52.253-1	Computer Generated Forms	JAN 1991
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
252.204-7000	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
252.209-7002	Disclosure Of Ownership Or Control By A Foreign Government	JUN 2010

252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	DEC 2014
252.215-7000	Pricing Adjustments	DEC 2012
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7005	Identification Of Expenditures In The United States	JUN 2005
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.225-7021	Trade Agreements--Basic (Nov 2014)	NOV 2014
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252.225-7045	Balance of Payments Program--Construction Material Under Trade Agreements--Basic (Nov 2014)	NOV 2014
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
252.227-7033	Rights in Shop Drawings	APR 1966
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.229-7003	Tax Exemptions (Italy)	MAR 2012
252.229-7011	Reporting of Foreign Taxes--U.S. Assistance Programs	SEP 2005
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.247-7023	Transportation of Supplies by Sea	APR 2014
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
5252.236-9301	Special Working Conditions and Entry to Work Area	OCT 2004

#### 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 **.720 days after contract award**. The time stated for completion shall include final cleanup of the premises.

(End of clause)

##### 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 **\$12,500** 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)

#### 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 20 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)

#### 52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

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

- (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or
- (2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

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

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

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

(End of clause)

#### 52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to

- (1) conditions bearing upon transportation, disposal, handling, and storage of materials;
- (2) the availability of labor, water, electric power, and roads;
- (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site;
- (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this

information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

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

(End of clause)

#### 52.252-2 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/>

(End of clause)

#### 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

#### 252.225-7041 CORRESPONDENCE IN ENGLISH (JUNE 1997)

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

(End of clause)

#### 252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 2015)

(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 Naval Criminal Investigative Service (NCIS), Code 21; telephone, DSN 288-9077 or commercial (202) 433-9077

(End of clause)

#### 252.236-7000 MODIFICATION PROPOSALS - PRICE BREAKDOWN. (DEC 1991)

(a) The Contractor shall furnish a price breakdown, itemized as required and within the time specified by the Contracting Officer, with any proposal for a contract modification.

(b) The price breakdown --

(1) Must include sufficient detail to permit an analysis of profit, and of all costs for --

(i) Material;

(ii) Labor;

(iii) Equipment;

(iv) Subcontracts; and

(v) Overhead; and

(2) Must cover all work involved in the modification, whether the work was deleted, added, or changed.

- (c) The Contractor shall provide similar price breakdowns to support any amounts claimed for subcontracts.
- (d) The Contractor's proposal shall include a justification for any time extension proposed.

#### 252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

- (1) Large-scale drawings shall govern small-scale drawings; and
- (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings included with the solicitation.

(End of clause)

#### 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

(End of clause)

#### 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2012)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been

separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

-----  
 (Official's Name)

-----  
 (Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including--

(1) Certified cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Data other than certified cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if certified cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to----

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustment under an incentive provision of the contract.

#### 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.

#### 5252.236-9303 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;
- (2) 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)

#### 5252.242-9300 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:

(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.

(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.

(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 15 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.

Section 00800 - Special Contract Requirements

ATTACHMENTS

1. Attachment A – Construction & Design Experience Project Data Sheets.
2. Attachment B – Drawings and Specifications
3. Attachment C – Pre-Proposal Inquiry (PPI) Document
4. Attachment D – Past Performance Questionnaire, Construction Past Performance
5. Attachment E- Price Schedule

**Note: The Government intends to include all cited attachments at the same time with the advertisement of the solicitation. The attachments may be provided as combined electronic files, due to technical limitations. If some attachments are not included due to technical reasons, they will subsequently be provided by solicitation amendment.**



**8. Design Project:**

A/E Design Fee:

Total Construction Value:

Type of Contract/Task Order: (**Check ALL 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 RFP (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 B – Drawings and Specifications**

The drawings and specifications for this procurement are provided as separate attachments to this document via the NECO and EuroNECO database system. This page is a placeholder only.

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

**Attachment C – Pre-Proposal Inquiry (PPI) Form**  
**PRE-PROPOSAL INQUIRY (PPI)**

RFP: N33191-15-R-0843

PPI No. \_\_\_\_\_

SOLICITATION: Construct Unaccompanied Enlisted Personnel Housing (UEPH) Facility

**NOTE: ALL PRE-PROPOSAL INQUIRIES SHALL BE SUBMITTED BY E-MAIL, ON THIS FORM TO THE FOLLOWING E-MAIL ADDRESSES. SUBMIT ONLY ONE INQUIRY ON EACH FORM.**

**stephen.astwood@eu.navy.mil**  
**joseph.a.martinez@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 RFP Section, page number, and paragraph if applicable)

GOVERNMENT RESPONSE:

RESPONDER'S SIGNATURE/DATE: \_\_\_\_\_

## Attachment D – Past Performance Questionnaire, Construction Past Performance

1. The NAVFAC Form PPQ shall be utilized for all evaluations that require a Past Performance Questionnaire (PPQ).

2. Solicitations utilizing PPQs shall include the language cited below in the RFP. The current NAVFAC Form PPQ-0 dated 7 December 2011 is available at

<https://portal.navfac.navy.mil/portal/page/portal/aq/pdffiles/ppq%20rev%20dec%202011.doc>

“Solicitation Submittal Requirements: IF A COMPLETED CPARS EVALUATION IS AVAILABLE, IT SHALL BE SUBMITTED WITH THE PROPOSAL. IF THERE IS NOT A COMPLETED CPARS EVALUATION, the Past Performance Questionnaire (PPQ) included in the solicitation is provided for the offeror or its team members to submit to the client for each project the offeror includes in its proposal for Factor (insert applicable factor number, usually Factor 1, and insert factor title, usually Corporate Experience). AN OFFEROR SHALL NOT SUBMIT A PPQ WHEN A COMPLETED CPARS IS AVAILABLE.

IF A CPARS EVALUATION IS NOT AVAILABLE, ensure correct phone numbers and email addresses are provided for the client point of contact. Completed PPQs should be submitted with your proposal. If the offeror is unable to obtain a completed PPQ from a client for a project(s) before proposal closing date, the offeror should complete and submit with the proposal the first page of the PPQ (Attachment \_\_\_\_), which will provide contract and client information for the respective project(s). Offerors should follow-up with clients/references to ensure timely submittal of questionnaires. If the client requests, questionnaires may be submitted directly to the Government's point of contact, \_\_\_\_\_, via email at \_\_\_\_\_ prior to proposal closing date. Offerors shall not incorporate by reference into their proposal PPQs or CPARS previously submitted for other RFPs. However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation.”

**ATTACHMENT D****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  RoutineHow 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*

<b>RATING</b>	<b>DEFINITION</b>	<b>NOTE</b>
<b>(E) Exceptional</b>	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.
<b>(VG) Very Good</b>	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.
<b>(S) Satisfactory</b>	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.
<b>(M) Marginal</b>	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.
<b>(U) Unsatisfactory</b>	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.
<b>(N) Not Applicable</b>	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.**

<b>1. QUALITY:</b>	
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
<b>2. SCHEDULE/TIMELINESS OF PERFORMANCE:</b>	
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. <i>(If liquidated damages were assessed or the schedule was not met, please address below)</i>	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
<b>3. CUSTOMER SATISFACTION:</b>	
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
<b>4. MANAGEMENT/ PERSONNEL/LABOR</b>	
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
<b>5. COST/FINANCIAL MANAGEMENT</b>	

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? <i>If no, please explain in Remarks section.</i>	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? <i>Indicate if show cause or cure notices were issued, or any default action in comment section below.</i>	Yes		No			
f) Have there been any indications that the contractor has had any financial problems? <i>If yes, please explain below.</i>	Yes		No			
<b>6. SAFETY/SECURITY</b>						
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
<b>7. GENERAL</b>						
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 ( <i>explain if specific issues</i> )	E	VG	S	M	U	N
c) Would you hire or work with this firm again? ( <i>If no, please explain below</i> )	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 E**

**PRICE SCHEDULE  
N33191-15-R-0843  
Unaccompanied Enlisted Personnel Housing (UEPH) Facility  
Camp Ederle  
Vicenza, Italy**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Construct UEPH Facility FFP The work includes the furnishing of all labor, management, supervision, tools, materials, and equipment necessary to construct a multi-story Unaccompanied Enlisted Personnel Housing (UEPH) facility at Camp Ederle located in Vicenza, Italy. The Unaccompanied Enlisted Personnel Housing (UEPH) will be a four story building of approximately 8,517 sm (91,682 SF). FOB: Destination PURCHASE REQUEST NUMBER: ACQR3908227		Project	\$	\$

\$ \_\_\_\_\_

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 OPTION	Option #1- Photovoltaic Energy Equipment FFP Provide additional roof-mounted photovoltaic energy equipment, including related roof-mounted framing system and related ancillary items; complete in accordance with the drawings and specifications.  FOB: Destination		Project	\$	\$

\$ \_\_\_\_\_

NET AMT

**TOTAL PRICE FOR CLIN 0001 and CLIN 0002** \$ \_\_\_\_\_

## Notes:

- 1) Offerors shall provide a price for all items on the Price Schedule.
- 2) A firm fixed price is required for each item and no provision will be made for economic adjustments.
- 3) Award will be made in US Currency (\$). All proposed prices shall be submitted in US Currency (\$).
- 4) The Offeror's price is valid for at least **120 days** from the receipt of proposals for all items.

INVOICING INSTRUCTIONSCONTRACT ADMINISTRATION

A. The Contractor shall submit invoices monthly to the Contracting Officer in original and one (1) copy for services provided. Payment will be based on invoices submitted by the Contractor for satisfactorily completed work. Invoices will be processed for payment upon verification of work actually performed and receipt of required Contractor submittals. Invoices for the work shall be formatted in accordance with the samples provided in the pre-construction meeting.

Landfill tickets shall be provided with invoices, if applicable. The Contracting Officer is required to accept only one invoice per month. The Contracting Officer will discuss invoicing procedures during the pre-construction meeting.

B. An invoice is a written request for payment under the contract, for supplies delivered or for services rendered. In order to be proper, an invoice must include as applicable the following:

- (1) Invoice date;
- (2) Name of Contractor;
- (3) Contract number (including order number if any), contract line item number, contract description of supplies or services, quantity, contract unit of measure and unit price, and extended total;
- (4) Shipment number and date of shipment (bill of lading number and weight of shipment will be shown for shipments on Government bills of lading);
- (5) Name and address to which payment is to be sent (which must be the same as that in the contract or on a proper notice of assignment);
- (6) Name (where practicable), title, phone number and mailing address of person to be notified in event of an improper invoice;
- (7) Any other information or documentation required by other provisions of the contract (such as evidence of subcontractor's invoice report);

Invoice shall be prepared and submitted in original and 1 copy (one copy shall be marked "original") unless otherwise specified.

**CONTRACTOR'S FINAL RELEASE**

Before the final payment under this contract is made, the Contractor shall complete and submit, to the Contracting Officer, a correct "Contractor's release."

“For Accounting purposes and the administrative convenience of the Government, the accounting and appropriations date shall be expressed in Dollars.”