

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. 0002	3. EFFECTIVE DATE 11-Jun-2012	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable) 1   43
6. ISSUED BY AFGHANISTAN DISTRICT SOUTH (AES) US ARMY CORPS OF ENGINEERS APO AE 09355	CODE W5J9LE	7. ADMINISTERED BY (If other than item 6) <b>See Item 6</b>		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		X	9A. AMENDMENT OF SOLICITATION NO. W5J9LE-12-R-0036	
		X	9B. DATED (SEE ITEM 11) 24-May-2012	
			10A. MOD. OF CONTRACT/ORDER NO.	
			10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  The purpose of this amendment is to: Answer questions to prospective offerors for informational purposes only Revise and reissue section 01 33 16, 01 33 15 and 01 01 50 Point of contact for this amendment is Nicholas Emanuel.Nicholas.P.Emanuel@usace.army.mil Proposal due date remain 7-July-2012 4:00 P.M. Kandahar Time				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
		TEL:	EMAIL:	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)		20-Jun-2012

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION 00010 - SOLICITATION CONTRACT FORM

The contractor period of performance begin date has decreased by 720 days from 730 days to 10 days.

The contractor period of performance end date has increased by 720 days from 10 days to 730 days.

The following have been added by full text:

AMENDMENT 0002

QUESTIONS

1. SF-1442, Item 11 states "The Contractor shall begin performance within 730 calendar days and complete it within 10 calendar days after receiving notice to proceed. Please confirm that these durations are transposed.

ANSWER: Corrected In amendment 0002

2. Section 00010, "Solicitation Contract Form", "Bonding Instructions" states "Bonds shall be submitted via hard copy only and received no later than 7 July 2012 at 4:00 P.M. but may be received earlier as a separate package from the proposal" and provides an APO Box. Can USACE please provide a physical address for either hand carry delivery or by FedEx?

**ANSWER:** Nicholas Emanuel  
US Army Corps of Engineers  
Kandahar, Afghanistan  
USACE – AES  
APO, AE 09355

3. Section 00010, "Solicitation Contract Form", "Table of Contents" includes "EN 4288 Submittal Register" which does not appear to be included in the solicitation. Please provide.

ANSWER: EN 4288 is not a section and will be deleted from the table of contents

4. Section 00010, "Price Proposal Schedule", Bid Schedule B contains no CLIN 0005AE. CLIN s 0005AF through 0005AL are listed as 0005AE through 0005AK in Section 01 22

00, "Measurement and Payment", Part 1.2.3, "Schedule of CLINS". Will USACE update this Bid Schedule?

ANSWER: Updated in amendment 0002

5. Section 00113 Section III, "Basic Proposal Submission Requirements", requires "Electronic (softcopy) proposals (submitted as attachments to emails). What is the maximum file size for electronic documents?

ANSWER: 15 MB is the max, please keep in mind the max # of pages as well

6. Section 00113 Section III, "Basic Proposal Submission Requirements", Item 2, "Joint Ventures", subitem b states "If submitting a proposal as a joint venture, the experience, past performance, management plan, and other information about each of the joint venture partners can be submitted for the joint venture." Section IV, "Evaluation Factors For Award", does not appear to include a management plan. Is a Management Plan required to be submitted with this proposal?

ANSWER: This is not required but your company can submit it

7. Section 00113 Section III, "Basic Proposal Submission Requirements", Item 2, "Joint Ventures", subitem b.2 includes eight (8) items that need to be included in a detailed statement. Is this section excluded from the page limitation?

**ANSWER:** As stated in SECTION IV The JV agreement will not count against total page limit.

8. Section 00113 Section IV, "Evaluation Factors for Award", indicates that "Volume II – Price" is to include Standard Form 1442, Section 00010, Proposal Bid Schedule, and Representations and Certifications (Section 00600). Is the DBA Form included in Section 00100, "Bidding Schedule/Instructions to Bidders", also required?

ANSWER: No the DBA form is not required in the proposal. Yes the schedule is required.

9. Section 00113 Section IV, "Evaluation Factors for Award", Item 1.a, "Factor 1 Experience: Submission Requirements", states "The Offeror must have been the Prime or Sub-Contractor on the project described in #3 of this section as well as the items specifically marked in section #6 (items a, b, c, d) below." Please confirm that this should read "The

Offeror must have been the Prime or Sub-Contractor on the project described in #1 of this section as well as the items specifically marked in section #3 (items a, b, c, d) below.”

ANSWER: Changed in amendment 0002

10. Section 00113 Section IV, “Evaluation Factors for Award”, Item “Factor 2 – Personnel: Submission Requirements”, requires the inclusion of Professional Engineer certificate or other documentation, College transcript or other documentation and Documentation of employment in addition to the Personnel Resume/Experience Forms. Is this additional documentation excluded from the sixty (60) page limitation defined in Item 1.m?

ANSWER: No this is not excluded from the sixty (60) page limitation

11. Section 00113 Section IV, “Evaluation Factors for Award”, Item 1.c, “Factor 3 – Past Performance: Submission Requirements” states “Offerors shall not incorporate by reference into their proposal PPQs previously submitted for other RFPs.” Can copies of PPQs previously submitted for other RFPs be included?

ANSWER: Yes copies of PPQs previously submitted for other RFP can be included

12. Section 00113 Section IV, “Evaluation Factors for Award”, “Volume II, Price Proposal”, “Tab A, Standard Form 1442” states “Standard form 1442 is to be completed, to include Block #19 Acknowledgement of Amendments (if applicable), and duly executed with an original signature by an official authorized to bind the company in accordance with FAR4.102”. Are executed copies of Standard form 30(s) for each Amendment(s) also required?

ANSWER: Standard form 1442 must be completed in its entirety with original signatures and must include acknowledgements of any and all amendments.

13. Section 00 08 00, “Special Contract Requirements for Design-Build: Design after Award”, SCR-1, “Design-Build Contract-Order of Precedence - Aug 1997”, states “Design products must conform to all provisions of the contract, in the order of precedence herein.” The solicitation does not appear to provide the order of precedence for the various components. Please provide the order of precedence.

ANSWER: The order of precedence lies within 00 08 00 “Special Contract Requirements for Design-Build: Design after Award”, SCR-1, “Design-Build Contract-Order of Precedence - Aug 1997” (b)

14. Section 00 55 50, “Design Concept Documents”, Part 1.3, “Specifications”, states “The Government will provide Division 1 specifications sections (this solicitation) as required, to the successful Offeror; and these sections shall be included in the final construction specifications without change.” Please provide any additional specifications that will be required so that we can factor that into our proposal cost estimate.

ANSWER: Part 1.3 should more accurately be re-stated as "The Government has provided Division 1 specifications..." All Division 1 Sections currently exist in the RFP package.

15. Section 01 01 40, "Summary of Work", Part 1.5.1.1, "Mobilization/Demobilization", states "All mobilization and staging areas shall be located within the limit of work or shall be coordinated with the Contracting Officer." On which drawing(s) are the limits of work defined?

ANSWER: Part 1.5.1.1 is mis-stated in the RFP. There are no defined limits of work other than the obvious physical constraints. One of the submittal requirements is an Area Use Plan that would be well informed by a site visit. The later site visit is strongly encouraged and details for the logistics are provided in the Solicitation Package.

16. Section 01 01 50, "Technical Requirements", Part 1.2.3.6, "Refurbish Emergency Closure Valves (ROTOVALVES)", item k states "Each valve shall have a means to positively lock the valve in position and prevent undesired or uncommanded operation during the refurbishment. The existing valves have no known locking mechanism in their design, therefore something will need to be fabricated for an external fit." Is this lock to be a physical lock or controls lock and is it to be only at full open or full closed position or at any intermediate setting?

ANSWER: Further to Part 1.2.3.6 (k), A fabricated lock is required because all of the hydraulic controls must be removed/replaced for refurbishment purposes. The Government's intent is that the lock be used to hold the valve shut while coincidental down stream work is completed, even though significant force from the hydraulic actuators is required to rotate a valve of that size.

17. Section 01 01 50, "Technical Requirements", Part 1.2.3.11, "Sump Pumps" states "Locate and replace the two valve house sump pumps that serve the powerhouse waste system. Contractor shall also locate and replace the sump to the Roto Valve pit. New pumps shall be similar in design, capacity, and horsepower as the existing. A photo of the sump pumps is listed in the 'Sump Pumps' folder of Appendix A. See drawings 17-F-1-R1, and 13-F-46 for some information." Photo "IMG\_0095.JPG" of the Sump Pump nameplate is blurred and unreadable. Please provide sizing criteria required for this FFP proposal.

ANSWER: Further to Part 1.2.3.11, The Government has limited data available on many items due to the lack of as-built drawings and degeneration of others. The smallest of the three sump pumps is estimated to be rated for 3 horse power at 220 volts and 13 Amps. All other information on the sumps is listed on the drawings.

18. Section 01 01 50, "Technical Requirements", Part 1.3.3.1, "Access Bridge", states "The access bridge will require an inspection and structural analysis by a qualified engineer if used for moving heavy loads beyond the Site Specific Limitations in paragraph 1.6. "Site Specific Limitations" is paragraph 1.1.8 and does not appear to indicate the access bridge load limit. Please provide.

ANSWER: A portion of Part 1.6 was inadvertently removed from the RFP prior to solicitation. The following text shall be added to Section 01 01 50 Part 1.1.8

“1.1.8.4 Intake Structure

- a. The intake structure bridge crane hoist is currently inoperable. The design drawings conservatively rate the existing hoist at 75 tons which is for the center of the bridge, not the lift points at the columns.
- b. Access to the intake structure is via a pedestrian footbridge. The original O&M Manual specified a weight restriction limited to “hand carry only”. The design documents indicate 93 psf. The footbridge loading shall be limited to hand transport or small cart not to exceed 1,000 lbs total. Deviation from this weight limitation is not acceptable unless the Contractor performs an inspection of the condition of the bridge and submits a report along with a structural analysis by a licensed structural engineer showing the structural system is adequate to support the proposed loading.
- c. The concrete bulkhead is supported at its current elevation and cannot be moved with the existing hoist.
- d. The O&M manual specifies that the gates must not be closed unless one of the downstream valves is still open.
- e. The pressure diagram for the wheel gate design is on drawing 15-F-11 (R1).
- f. The operational requirements of the intake structure are extremely important to the appropriate rehabilitation of the Irrigation Intake Structure. The government has performed a review of the design documents and O&M manual to facilitate developing this request for proposal. A copy of this government review is attached – See Engineering Alternative MS1-2-5. The Contractor’s engineer must perform an independent review of the design documents and the O&M manual as part of this contract.

1.1.8.5 Piezometers and Instrumentation Installation

- a. The Contractor shall determine detailed access requirements for installation of all instrumentation during a site inspection and submit a report.

The reservoir pool is currently limited to a lower elevation than originally designed, due to the incomplete service and emergency spillways. The current reservoir has never been impounded to a level higher than about Elevation 1037m. All new designs and equipment shall be based on the potential maximum pool at Elevation 1050m as if these spillways were complete.”

19. Section 01 01 50, “Technical Requirements”, Part 1.3.3.4, “Trash Rack Replacement (Optional)”, states “Replace trash racks according to original design.” Please provide a list of the applicable drawings for the original design.

ANSWER: All available drawings are listed on an index sheet at the front of Appenidx A. Unfortunately the index as published on the AED-N website starts on page 2 of the instructions file which is located at <http://www.aed.usace.army.mil/contracting/12-R-0036/Instruction.pdf> The drawing files and photos are also organized into folders specific to each feature in the contract, e.g. intake tower, tunnel works etc... A thorough study of

all drawings is strongly recommended. If you are having trouble to download the index sheet please contact the Contracting Officer.

20. Section 01 01 50, "Technical Requirements", Part 1.3.3.7, "Irrigation Tunnel Closure Concrete Bulkhead", item a states "The bulkhead seals shall be replaced according to the original design." Please provide a list of the applicable drawings for the original design.

ANSWER: See answer question 19. Section 01 01 50, "Technical Requirements", Part 1.4.1.7, "Piezometers", states "Install two piezometers in the left abutment as illustrated in the Base Instrumentation - Plan View, and Instrumentation - Elevation View drawings in Appendix A." Please provide the file name and folder location of this drawing.

Also see folder titled "Contract Drawings".

21. Section 01 01 50, "Technical Requirements", Part 1.4.1.9, "Survey Monuments and Pillars", states "Install permanent survey monuments and survey pillars for the alignment lines shown as approved on Base Instrumentation - Plan View in Appendix A" and "Typical installation designs drawings are included in Appendix A." Please provide the file name(s) and folder location(s) of this drawing(s).

ANSWER: See answer to question 19. Also see folder titled "Contract Drawings".

22. Section 01 01 50, "Technical Requirements", Part 1.5.1, "Emergency Spillway Geophysical Surveys", item a states "The Contractor shall perform geophysical surveys to explore the limestone foundation for faults, voids, or other features. The geophysical surveys shall use the electrical resistivity method. As a minimum, the Contractor shall perform electrical resistivity surveys along the six lines (ER-1 through ER-6) shown in the contract drawings." Please provide the file name(s) and folder location(s) of the applicable drawing(s).

ANSWER: See answer to question 19. Also see folder titled "Contract Drawings".

23. Section 01 01 50, "Technical Requirements", Part 1.5.2, "Emergency Spillway Foundation Drill Holes", item a states "The Contractor shall drill six holes in the foundation. The holes, labeled DH-111 through DH-116, shall be drilled at the locations shown on the contract drawings." Please provide the file name(s) and folder location(s) of the applicable drawing(s).

ANSWER: See answer to question 19. Also see folder titled "Contract Drawings".

24. Section 01 01 50, "Technical Requirements", Part 1.5.3, "Service Spillway Foundation Drill Holes", item a states "The Contractor shall drill thirteen holes in the foundation. The holes, labeled DH-121 through DH-133, shall be drilled at the locations and to the depths shown on the contract drawings." Please provide the file name(s) and folder location(s) of the applicable drawing(s).

ANSWER: See answer to question 19. Also see folder titled "Contract Drawings".

25. Section 01 10 00.00 25, "Contract Administration Data", Part 1.7.7, "Equal Opportunity", states "Section 00700, Contract Clause 52.222-26, EQUAL OPPORTUNITY, requires the posting of notices and sending of a notice to each labor union or representative of workers

with which you have an agreement.” Section 00700 does not contain Clause 52.222-26. Please clarify.

ANSWER: This clause only applies if workers will be recruited in the US.

26. Section 01 10 00.00 25, “Contract Administration Data”, Part 1.7.8, “Reporting”, states “In accordance with Section 00700, Contract Clause 52.222-27, AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION, a Form CC-257, Monthly Employment Utilization Report, shall be submitted on a monthly basis.” Section 00700 does not contain Clause 52.222-27. Please clarify.

ANSWER: This clause only applies if workers will be recruited in the US.

27. Section 01 10 00.00 25, “Contract Administration Data”, Part 1.7.9, “Subcontracts”, states “Subcontracts (first tier or otherwise) shall physically contain the labor standards provisions of the prime Contract. Subcontracts of any tier in excess of \$10,000 must also contain Section 00700, Contract Clause 52.222-26, EQUAL OPPORTUNITY.” Section 00700 does not contain Clause 52.222-26. Please clarify.

ANSWER: This clause only applies if workers will be recruited in the US.

Section 01 22 00, “Measurement and Payment”, Part 1.3.1.1, “Mobilization and Demobilization”, states “The Mobilization and Demobilization item shall have a unit of measure of lump sum and paid for under bid items 0001AA, 0005AA, 0013AA and 0014AA of Section 00010 Bid Schedule.” Since it is anticipated that Mobilization and Demobilization will only take place once, would USACE consider deleting three (3) of these CLINs and, if not, describe how we should spread this common cost?

ANSWER: The spread of cost shall be for each of those CLINs respectively and the Schedules should be treated as separate projects.

28. Section 01 22 00, “Measurement and Payment”, Part 1.3.1.2, “Security”, states “The Security item shall have a unit of measure lump sum (LS) and paid for under bid items 0001AB, 0005AB, 0013AB and 0014AB of Section 00010 Bid Schedule.” Since Security will be common to all work, would USACE consider deleting three (3) of these CLINs and, if not, describe how we should spread this common cost?

ANSWER: The spread of cost shall be for each of those CLINs respectively and the Schedules should be treated as separate projects.

29. Section 01 33 15, “Submittal Procedures for Design Build Projects”, Part 1.4.5, “Untimely and Unacceptable Submittals”, states “Adequate time (a minimum of 30 calendar days exclusive of mailing time) shall be allowed and shown on the register for review and approval.” However, Parts 3.5.1, Design Submittals”, 3.5.2, “Construction Submittals”, and 3.5.3, “Post Design Construction Submittals”, each state “Adequate time (a minimum of fourteen (14) full calendar days exclusive of mailing time) shall be allowed for TAS review and comment”. Will fourteen (14) or thirty (30) calendar days be required for Government review?

ANSWER: Submittal Procedures for Design Build Projects, Part 3.5.1, Part 3.5.2 and Part 3.5.3 is revised to say “(18) Calendar days”.

30. Section 01 33 15, "Submittal Procedures for Design Build Projects", Part 3.6, "Submittal Procedure" as written (including original, number of copies, etc.) implies use of paper submittals. Can electronic submittal and approvals be used for this Project?

ANSWER: Part 3.6 clearly outlines the requirement for BOTH paper and electronic copies and that requirement shall not change. The Government has multiple reviewers in several locations and a limited ability for reproductions, therefore BOTH are required.

31. Section 01 33 16, "Design-Build: Design after Award", Part 3.5.3, "Procedures", states "After receipt of an Interim Design submittal, the Government will be allowed up to thirty (30) calendar days after receipt of the submittal to review and comment on the interim design submittal." However, Section 01 33 15, "Submittal Procedures for Design Build Projects", Part 3.5.1, Design Submittals", states "Adequate time (a minimum of fourteen (14) full calendar days exclusive of mailing time) shall be allowed for TAS review and comment". Will fourteen (14) or thirty (30) calendar days be required for Government review?

ANSWER: Section 01 33 156, "Design-Build: Design after Award", Part 3.5.3, "Procedures" is revised to say "(18) Calendar days".

32. Section 01 33 16, "Design-Build: Design after Award", Part 3.6.1, "General", states "The final design conference will be held after the Government has had up to Thirty (30) calendar days, after receipt of the submittal, to review the final design package and supporting data." However, Section 01 33 15, "Submittal Procedures for Design Build Projects", Part 3.5.1, Design Submittals", states "Adequate time (a minimum of fourteen (14) full calendar days exclusive of mailing time) shall be allowed for TAS review and comment". Will fourteen (14) or thirty (30) calendar days be required for Government review?

ANSWER: Section 01 33 16, "Design-Build: Design after Award", Part 3.6.1, "General"1 is revised to say "(18) Calendar days".

33. Section 01 64 00, "Start Up, Testing and Commissioning", Part 1.8.1, "Startup Testing", states "The start-up test requires that all new work of this Contract shall operate as designed and function in an uninterrupted and trouble-free manner with no mechanical or electrical failures for an extended time period." What is the duration of time for the test period?

ANSWER: The duration time is undefined and will remain so until as such time the Design Engineer of Record (DOR) working for the successful offeror defines the time required.

34. Section 01 64 00, "Start Up, Testing and Commissioning", Part 1.8.1, "Startup Testing", states "The Contractor shall provide the services of all-technical and craft personnel required to support the work covered under the Contract during the entire start-up testing. Additionally, the Contractor shall arrange for on-call services of these personnel as needed to respond to emergencies. Part 1.8.2, "Operational Testing", states "Following successful completion of start-up testing and any re-testing requirements, Contractor shall initiate operational testing of the facilities." Is it USACE's intention for us to actually perform the Startup and Operational Testing or will the existing Operations Staff be performing this function following Construction Completion, Installation Checks and Pre-Operational Testing as is the norm?

ANSWER: There is no requirement for the contractor to personally perform the operations, however the Contractor is certainly required to take responsibility for it and to prove that it has been properly performed. There is also a requirement for training of the facility staff that may be coincidental with the start up and testing phase. However, until the facility personnel are trained they are not responsible for the operation of any new/refurbished/supplied equipment and the responsibility remains with the Contractor until the Contracting Officer certifies otherwise.

35. Appendix A, "Photos and Drawings", appears to contain 450 files in 34 Folders and is over 1.5 gigabytes. File Instruction.pdf, states "The photos and drawings are very large files that cannot be posted on www.FBO.gov. Contractors shall go to the following website to download the photos and drawings listed in Appendix A." Appendix A does not appear to have a list of files, drawings or photos. Please provide a list such that we can ensure that we have all of the required files.

ANSWER: The file Instructions contain the index for Appendix A, please continue reading to page 2 of the "instructions.pdf" file located at

<http://www.aed.usace.army.mil/contracting/12-R-0036/Instruction.pdf>.

If you continue to have problems, please contact the Contracting officer.

36. Section 01 01 40, "Summary of Work", Part 1.6, "Optional Items", item f, "Chamber Repair", states "Contractor shall repair any one of the three chambers downstream of the jet valves. However, Section 01 22 00, "Measurement and Payment", Part 1.4.1.6, "Chamber Repair - (Optional)", states "Repair of chamber downstream of the jet valves and associated work will be measured for payment for each chamber as individual pay items (EA)." Should we include costs for one or three chambers in our estimate?

ANSWER: There are three chambers total, however not all get used to the same degree and may have suffered varying degrees of damage over the years and may require some or no repair. Contractor shall perform an inspection of the chamber. The Price Proposal Schedule, Schedule B, CLN 0008AA, Repair Chamber (Estimated), QTY (3) EA. The contractor should bid for the estimated quantity, however the Contracting Officer reserves the right to execute any number from 0 to 3 depending on the outcome of the dewatering and inspections performed under separate CLINs. Also see Section 012200 Measurement and Payment p.1.4.1.6 Chamber Repair (Optional).

37. Section 01 01 50, "Technical Requirements", Part 1.1.2, "Submittals", contains a list of thirty-two (32) deliverables that are required along with referencing paragraph providing descriptions. The following appear to be additional deliverables that may be required:

- Electrical Design Package for the Intake Tower per Part 1.3.2.3
- Inspection of the structural elements of the intake structure per Part 1.3.3.2
- Reinforcement design of the structural elements of the intake structure if necessary to account for the rehabilitated Bridge Crane per Part 1.3.3.2

- Independent review of designs and operational history of the intake structure per Part 1.3.3.2
- Site Inspection and design package for Dam Safety Instrumentation (in addition to the Report) per Parts 1.4.1.4 and 1.4.1.1, respectively
- Rendered Drawing of the overall facility per Part 1.4.1.12.b
- Roto Valves Inspection per SOW Part 1.5.3.1 Specifications added to Section 010150 Technical Requirements
- Electrical controls for Rotovalves and Jet Valves Design Package per SOW Part 1.5.3.1 Added to Section 010150 Technical Requirements
- HVAC Repair Design Package per SOW Part 1.5.3.1 Specifications added to Section 010150 Technical Requirements
- Design Package for one new bulk head for the chamber surrounding the jet valves per M&P Part 1.3.3.1 Specifications added to Section 010150 Technical Requirements
- detailed site inspection, design report, and completed plans and specification for the Powerhouse Diesel Generator per M&P Part 1.4.1.9 Specifications added to Section 010150 Technical Requirements

Should these deliverables also be included?

ANSWER: Yes these items should be included as required deliverables and have been added to Paragraph 1.1.2 Submittals. Some of these items may be incorporated into the "design packages".

38. Section 01 01 50, "Technical Requirements", Part 1.4.1.2, "Geotechnical Requirements", states "The Contractor shall submit a detailed geotechnical report containing field exploration and testing results, laboratory testing results (particle sizes and distribution, liquid and plastic limit test, and moisture and density test) and any other tests as needed to properly conduct necessary calculations to determine the engineering properties of the soil." This Part is a subsection of 1.4, "Dam Safety Instrumentation", but does not appear to be required under Bid Schedule C or Section 01 22 00, "Measurement and Payment", Part 1.3.4, "Dam Safety Instrumentation (Schedule C)". Is a detailed geotechnical report required and, if so, please identify the scope and under which CLIN this effort should be included.

ANSWER: Geotechnical investigations are designed to provide the level of information appropriate to the particular project development stage. The Kajaki Dam project is almost fully developed, several detailed geologic investigations were performed and published. Therefore, the geotechnical report requirement is limited to routine drill logs (including material classifications) for the two piezometers, along with readings of initial water levels, and readings of a response to tunnel dewatering.

39. Due to the uncertainty of scope and cost where the final requirements cannot be defined until performance of the actual contract, would the COE consider an allowance for the repairs to the ROTO Valves, CLINS 0004, 0007AA, 0008AA, 0009AA and 0010AA? This would make for a level playing field for all contractors.

ANSWER: The question is unclear. The specifications do allow for refurbishment of the roto valves with replacement of some components. Using reasoned judgment, the Government determined that some items should be replaced in lieu of repair given the unknowable conditions and remote location of the project. CLINS 0004, 0007AA, 0008AA, 0009AA and 0010AA are all repair options, so again, the question is unclear.

The following have been modified:

PROPOSAL SCHEDULE

**PRICE PROPOSAL SCHEDULE**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>Q T Y</u>	<u>UNIT</u>	<u>Unit Price</u>	<u>AMOUNT</u>
<b>SCHEDULE A</b>					
<b>0001</b>	<b>INTAKE STRUCTURE</b>				
0001AA	Mobilization/Demobilization	1	LS	XXX	\$ _____
0001AB	Security	1	LS	XXX	\$ _____
0001AC	Design Intake Structure Modifications	1	LS	XXX	\$ _____
0001AD	Build Intake Structure Modifications	1	LS	XXX	\$ _____
0001AE	Diesel Generator for Intake Structure	1	LS	XXX	\$ _____
0001AF	DBA INSURANCE	1	LS	XXX	\$ _____
<p>The amount listed by the offeror on this CLIN is the estimated DBA insurance premium (estimated payroll of the offeror and its subcontractors, multiplied by the applicable rate(s)). The actual amount paid by the government under this CLIN will be based on the amount of the Rutherford invoice submitted by the offeror after task order award. In the event of recalculation of the premium by CNA based on actual payroll amounts, the Contracting Officer will adjust this CLIN by task order modification to reflect actual premium amounts paid.</p>					
0001AG	REIMBURSEMENT FOR ACTUAL PERFORMANCE AND PAYMENT BONDS (see schedule note 5 for additional information)	1	LS	XXX	\$ _____ Not to Exceed
<b>TOTAL BASE BID ITEMS (INTAKE STRUCTURE)(CLIN 0001)</b>					
					\$ _____

	<b>OPTIONAL ITEMS FOR INTAKE STRUCTURE</b>				
0002	<b>INSPECTION OF TRASH RACKS AND GUIDES</b>				
0002AA	Inspection of Trash Rack and Guides	1	LS	XXX	\$ _____
0002AB	DBA for SUBCLIN 0002AA	1	LS	XXX	\$ _____
<p>The amount listed by the offeror on this CLIN is the estimated DBA insurance premium (estimated payroll of the offeror and its subcontractors, multiplied by the applicable rate(s)). The actual amount paid by the government under this CLIN will be based on the amount of the Rutherford invoice submitted by the offeror after task order award. In the event of recalculation of the premium by CNA based on actual payroll amounts, the Contracting Officer will adjust this CLIN by task order modification to reflect actual premium amounts paid.</p>					
0003	<b>REPLACE TRASH RACKS</b>				
0003AA	Replace Trash Racks	1	LS	XXX	\$ _____
0003AB	DBA for SUBCLIN 0003AA	1	LS	XXX	\$ _____
<p>The amount listed by the offeror on this CLIN is the estimated DBA insurance premium (estimated payroll of the offeror and its subcontractors, multiplied by the applicable rate(s)). The actual amount paid by the government under this CLIN will be based on the amount of the Rutherford invoice submitted by the offeror after task order award. In the event of recalculation of the premium by CNA based on actual payroll amounts, the Contracting Officer will adjust this CLIN by task order modification to reflect actual premium amounts paid.</p>					
0004	<b>REPAIR TRASH RACK GUIDES</b>				
0004AA	Repair trash rack guides	1	LS	XXX	\$ _____
0004AB	DBA for SUBCLIN 0004AA	1	LS	XXX	\$ _____
<p>The amount listed by the offeror on this CLIN is the estimated DBA insurance premium (estimated payroll of the offeror and its subcontractors, multiplied by the applicable rate(s)). The actual amount paid by the government under this CLIN will be based on the amount of the Rutherford invoice submitted by the offeror after task order award. In the event of recalculation of the premium by CNA based on actual payroll amounts, the Contracting Officer will adjust this CLIN by task order modification to reflect actual premium amounts paid.</p>					
	TOTAL OPTIONAL ITEMS (INTAKE STRUCTURE)(CLIN 0002-0004)				\$ _____
	<b>SCHEDULE A TOTAL (INTAKE STRUCTURE) (CLINS 0001-0004)</b>				\$ _____

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>Q T Y</u>	<u>UNIT</u>	<u>Unit Price</u>	<u>AMOUNT</u>
<b>SCHEDULE B</b>					
<b>0005</b>	<b>TUNNEL WORKS</b>				
0005AA	Mobilization/Demobilization	1	LS	XXX	\$ _____
0005AB	Security	1	LS	XXX	\$ _____
0005AC	Valve Design	1	LS	XXX	\$ _____
0005AD	Conduit, Chamber and Apron - Evaluate and Report	1	LS	XXX	\$ _____
0005AE	Overhead Service Crane and Hoist – Evaluate and Report	1	LS	XXX	\$ _____
0005AF	Local Water Supply – Evaluate and Report	1	LS	XXX	\$ _____
0005AG	Valve Construction	1	LS	XXX	\$ _____
0005AH	Replace Valve House hydro-electric Generating Unit	1	LS	XXX	\$ _____
0005AJ	DBA INSURANCE	1	LS	XXX	\$ _____
<p>The amount listed by the offeror on this CLIN is the estimated DBA insurance premium (estimated payroll of the offeror and its subcontractors, multiplied by the applicable rate(s)). The actual amount paid by the government under this CLIN will be based on the amount of the Rutherford invoice submitted by the offeror after task order award. In the event of recalculation of the premium by CNA based on actual payroll amounts, the Contracting Officer will adjust this CLIN by task order modification to reflect actual premium amounts paid.</p>					
0005AK	REIMBURSEMENT FOR ACTUAL PERFORMANCE AND PAYMENT BONDS (see schedule note 5 for additional information)	1	LS	XXX	\$ _____ Not to Exceed
<b>TOTAL BASE ITEMS (TUNNEL WORKS) (CLIN 0005)</b>					
					\$ _____

	<b>OPTIONAL ITEMS FOR TUNNEL WORKS</b>				
0006	UNLINED TUNNEL				
0006AA	Unlined Tunnel – Evaluate and Report	1	LS	XXX	\$ _____
0006AB	DBA for SUBCLIN 0006AA	1	LS	XXX	\$ _____
The amount listed by the offeror on this CLIN is the estimated DBA insurance premium (estimated payroll of the offeror and its subcontractors, multiplied by the applicable rate(s)). The actual amount paid by the government under this CLIN will be based on the amount of the Rutherford invoice submitted by the offeror after task order award. In the event of recalculation of the premium by CNA based on actual payroll amounts, the Contracting Officer will adjust this CLIN by task order modification to reflect actual premium amounts paid.					
0007	<b>REPAIR CONDUIT</b>				
0007AA	Repair Conduit	1	LS	XXX	\$ _____
0007AB	DBA for SUBCLIN 0007AA	1	LS	XXX	\$ _____
The amount listed by the offeror on this CLIN is the estimated DBA insurance premium (estimated payroll of the offeror and its subcontractors, multiplied by the applicable rate(s)). The actual amount paid by the government under this CLIN will be based on the amount of the Rutherford invoice submitted by the offeror after task order award. In the event of recalculation of the premium by CNA based on actual payroll amounts, the Contracting Officer will adjust this CLIN by task order modification to reflect actual premium amounts paid.					
0008	<b>REPAIR CHAMBER</b>				
0008AA	Repair chamber (Estimated)	3	EA	\$ _____	\$ _____
0008AB	DBA for SUBCLIN 0008AA	1	LS	XXX	\$ _____
The amount listed by the offeror on this CLIN is the estimated DBA insurance premium (estimated payroll of the offeror and its subcontractors, multiplied by the applicable rate(s)). The actual amount paid by the government under this CLIN will be based on the amount of the Rutherford invoice submitted by the offeror after task order award. In the event of recalculation of the premium by CNA based on actual payroll amounts, the Contracting Officer will adjust this CLIN by task order modification to reflect actual premium amounts paid.					

0009	<b>REPAIR APRON</b>				
0009AA	Repair apron	1	LS	XXX	\$ _____
0009AB	DBA for SUBCLIN 0009AA	1	LS	XXX	\$ _____
<p>The amount listed by the offeror on this CLIN is the estimated DBA insurance premium (estimated payroll of the offeror and its subcontractors, multiplied by the applicable rate(s)). The actual amount paid by the government under this CLIN will be based on the amount of the Rutherford invoice submitted by the offeror after task order award. In the event of recalculation of the premium by CNA based on actual payroll amounts, the Contracting Officer will adjust this CLIN by task order modification to reflect actual premium amounts paid.</p>					
0010	<b>REPAIR OH SERVICE CRANE</b>				
0010AA	Repair OH Service Crane	1	LS	XXX	\$ _____
0010AB	DBA for SUBCLIN 0010AA	1	LS	XXX	\$ _____
<p>The amount listed by the offeror on this CLIN is the estimated DBA insurance premium (estimated payroll of the offeror and its subcontractors, multiplied by the applicable rate(s)). The actual amount paid by the government under this CLIN will be based on the amount of the Rutherford invoice submitted by the offeror after task order award. In the event of recalculation of the premium by CNA based on actual payroll amounts, the Contracting Officer will adjust this CLIN by task order modification to reflect actual premium amounts paid.</p>					
0011	<b>PROVIDE AND INSTALL DIESEL GENERATOR AT POWER HOUSE</b>				
0011AA	Provide and Install Diesel Generator at Power House	1	LS	XXX	\$ _____
0011AB	DBA for SUBCLIN 0011AA	1	LS	XXX	\$ _____
<p>The amount listed by the offeror on this CLIN is the estimated DBA insurance premium (estimated payroll of the offeror and its subcontractors, multiplied by the applicable rate(s)). The actual amount paid by the government under this CLIN will be based on the amount of the Rutherford invoice submitted by the offeror after task order award. In the event of recalculation of the premium by CNA based on actual payroll amounts, the Contracting Officer will adjust this CLIN by task order modification to reflect actual premium amounts paid.</p>					

0012	<b>MODIFY LOCAL WATER SUPPLY CONNECTION</b>				
0012AA	Modify Local Water Supply Connection	1	LS	XXX	\$ _____
0012AB	DBA for SUBCLIN 0012AA	1	LS	XXX	\$ _____
<p>The amount listed by the offeror on this CLIN is the estimated DBA insurance premium (estimated payroll of the offeror and its subcontractors, multiplied by the applicable rate(s)). The actual amount paid by the government under this CLIN will be based on the amount of the Rutherford invoice submitted by the offeror after task order award. In the event of recalculation of the premium by CNA based on actual payroll amounts, the Contracting Officer will adjust this CLIN by task order modification to reflect actual premium amounts paid.</p>					
	TOTAL OPTIONAL BID ITEMS (TUNNEL WORKS)				\$ _____
	<b>SCHEDULE B TOTAL (TUNNEL WORKS (CLINS 0006-0012)</b>				\$ _____

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>Q T Y</u>	<u>UNIT</u>	<u>Unit Price</u>	<u>AMOUNT</u>
<b>SCHEDULE C</b>					
<b>0013</b>	<b>DAM SAFETY INSTRUMENTATION</b>				
0013AA	Mobilization/Demobilization	1	LS	XXX	\$ _____
0013AB	Security	1	LS	XXX	\$ _____
0013AC	Design and Install Dam Safety Instrumentation	1	LS	XXX	\$ _____
0013AD	DBA INSURANCE	1	LS	XXX	\$ _____
<p>The amount listed by the offeror on this CLIN is the estimated DBA insurance premium (estimated payroll of the offeror and its subcontractors, multiplied by the applicable rate(s)). The actual amount paid by the government under this CLIN will be based on the amount of the Rutherford invoice submitted by the offeror after task order award. In the event of recalculation of the premium by CNA based on actual payroll amounts, the Contracting Officer will adjust this CLIN by task order modification to reflect actual premium amounts paid.</p>					
0013AE	REIMBURSEMENT FOR ACTUAL PERFORMANCE AND PAYMENT BONDS (see schedule note 5 for additional information)	1	LS	XXX	\$ _____ Not to Exceed
<b>SCHEDULE C TOTAL (INTAKE STRUCTURE) (CLIN 00013)</b>					
					\$ _____

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>Q T Y</u>	<u>UNIT</u>	<u>Unit Price</u>	<u>AMOUNT</u>
<b>SCHEDULE D</b>					
<b>0014</b>	<b>SPILLWAY INVESTIGATION</b>				
0014AA	Mobilization/Demobilization	1	LS	XXX	\$ _____
0014AB	Security	1	LS	XXX	\$ _____
0014AC	Subsurface Investigation and Report	1	LS	XXX	\$ _____
0014AD	DBA INSURANCE	1	LS	XXX	\$ _____

The amount listed by the offeror on this CLIN is the estimated DBA insurance premium (estimated payroll of the offeror and its subcontractors, multiplied by the applicable rate(s)). The actual amount paid by the government under this CLIN will be based on the amount of the Rutherford invoice submitted by the offeror after task order award. In the event of recalculation of the premium by CNA based on actual payroll amounts, the Contracting Officer will adjust this CLIN by task order modification to reflect actual premium amounts paid.

0014AF	REIMBURSEMENT FOR ACTUAL PERFORMANCE AND PAYMENT BONDS	1	LS	XXX	\$ _____ Not to Exceed
	(see schedule note 5 for additional information)				
	<b>SCHEDULE D TOTAL (SPILLWAY INVESTIGATION) (CLIN 00014)</b>				\$ _____

SCHEDULE A (INTAKE STRUCTURE)	\$ _____
SCHEDULE B (TUNNEL WORKS)	\$ _____
SCHEDULE C (DAM SAFETY INSTRUMENTATION)	\$ _____
SCHEDULE D (SPILLWAY INVESTIGATION)	\$ _____
<b>TOTAL (SCHEDULE A + B + C + D)</b>	<b>\$ _____</b>

**PROPOSAL SCHEDULE NOTES**

1. Offeror shall submit prices on all items.
2. Only one contract will be awarded under this solicitation.
3. EVALUATION OF OPTIONS: The award will be made to the lowest, responsive and responsible offerors. For pricing purposes the Government will evaluate both the Base Proposals and Option Proposals. The Government is not obligated to exercise the options.
4. EXERCISE OF OPTIONAL ITEMS: Optional items may be exercised by the Government no later than 150 days from Notice to Proceed. If any of the options are exercised, the Period of Performance will not be extended.
5. Notwithstanding the Task order Clause entitled "Payments Under Fixed-Price Construction Task orders," the Contractor shall not be reimbursed an amount which exceeds the dollar amount set forth in the schedule **items titled "REIMBURSEMENT FOR ACTUAL PERFORMANCE AND PAYMENT BONDS."**
6. Abbreviations:  
     EA = Each  
     LS = Lump Sum
7. **Funds are not presently available for Schedule D (Spillway Investigations) for this acquisition. No contract award will be made for Schedule D until appropriated funds are made available**

**CEILING AMOUNT FOR THE FOUR SCHEDULES**

There are four (4) price proposal schedules for this solicitation. The ceiling amounts for each schedule are:

SCHEDULE A (INTAKE STRUCTURE)	\$ <u>3,815,807.00</u>
SCHEDULE B (TUNNEL WORKS)	\$ <u>20,012,259.00</u>
SCHEDULE C (DAM SAFETY INSTRUMENTATION)	\$ <u>768,486.00</u>
SCHEDULE D (SPILLWAY INVESTIGATION)	\$ <u>878,037.00</u>

**The Government currently has funding available as listed above for Schedules A, B, and C. (Scheduled D is currently Subject to Availability of Funds (SAF)). The Government cannot guarantee that if the price proposed for the four individual schedules are higher that the ceiling amount that additional funding can be obtain. The Government therefore reserves the right not to award any one of the 4 SCHEDULES if the price the contractor proposes for the base items for a particular schedule is higher than the ceiling price listed above.**

**-END OF SECTION-**

SECTION 00113

**SECTION III: BASIC PROPOSAL SUBMISSION REQUIREMENTS**

The intent of the Kajaki Irrigation Tunnel Works (RFP) is to award a design/ build contract for hydraulic structures comprising of reinforced concrete construction, intake structures with closure gates and cranes, emergency closure valves , energy dissipating jet valves, geotechnical investigation of dam foundations and dam safety monitoring instrumentation.

The basis of award is Full & Open, Lowest Price Technically Acceptable (LPTA). This award will be made on the basis of the lowest evaluated price of proposals meeting the technical acceptability standards for non-cost factors. The Contracting Officer will award a firm fixed price contract to the responsible offeror that the SSA determines conforms to the solicitation requirements.

***Electronic (softcopy) proposals (submitted as attachments to emails) shall be submitted to the following email address: [Nicholas.P.Emanuel@usace.army.mil](mailto:Nicholas.P.Emanuel@usace.army.mil) and [tas.contracting@usace.army.mil](mailto:tas.contracting@usace.army.mil)***

***Hand-carried or mailed offers will not be accepted.***

***All offers must be received by the closing date and time identified in Block #13 of the SF1442 (unless amended) to be considered for award.***

**BIDDER INQUIRES/QUESTIONS**

All questions and inquiries shall be submitted by email to:

**[Nicholas.P.Emanuel@usace.army.mil](mailto:Nicholas.P.Emanuel@usace.army.mil)** with a courtesy copy to **[tas.contracting@usace.army.mil](mailto:tas.contracting@usace.army.mil)**.

Electronic (as email) inquiries to this solicitation must be received by this office not later than **SEVEN (7) calendar days** prior to the due date of proposals. Questions received less than seven days prior to the due date of proposals will not be entertained.

**Faxed Proposals, Modifications Thereto, Or Cancellations Will Not Be Accepted.** However, offers may be withdrawn in writing by letter or e-mail. Any written notice to withdraw an offer sent to this office must be received in the office designated for receipt of offers not later than the exact date and time set for receipt of proposals.

**Telephone Inquiries Will Not Be Accepted.** Oral explanations or instruction are not binding. Any information given to an Offeror which impacts the solicitation and/or offer will be given in the form of a written amendment to the solicitation.

1. The Government will not make assumptions concerning an Offeror's intent, capabilities, or experiences. Clear identification of proposal details shall be the Offeror's sole responsibility. The Government may reject incomplete proposals after initial evaluation without further consideration. Therefore, all proposals must meet the following basic requirements at the time of submission:
  - a. The Proposal must be typed, submitted in English, and easy to read.
  - b. The Proposal must be organized, concise, and submitted in the volumes and order indicated below. Volumes shall be clearly identified and tabbed. Each evaluation factor and subfactor shall be described in a separate tabbed section.

- c. Proposals must be sent in two (2) separate volumes. Each volume shall be contained within a separate binder. Each volume shall be identified by the solicitation number, volume number, and name, address, and telephone number of the prime Offeror on the cover. Each volume shall contain a Table of Contents and include at the bottom left side of each page the volume and page number.
- d. Offerors shall verify that the information for all forms submitted are current, correct and complete, including names of the points of contact, email address, fax number, and telephone number.
- e. Proposal Schedule, Volume I, *Technical Proposal*, shall be completed in full and shall consist of Factor 1, *Experience*, Factor 2, *Personnel* and Factor 3, *Past Performance*.
- f. Proposal Schedule, Volume II, *Price Proposal*, shall be completed in full.
- g. Offerors shall submit a signed Offer Standard Form 1442 in Volume II for this solicitation, including verification of receipt of all amendments.
- h. Offerors will be discouraged from submitting elaborate corporate marketing information, formatting, and special reproduction techniques.
- i. If additional information is provided by offerors, it shall be with regard to the solicitation requirements only.
- j. Failing to submit attachments may result in rejection of an offer without further evaluation. Therefore, Offerors are urged to follow instructions and contact the Contracting Officer via email with questions regarding the instructions.
- k. Contractors should not submit conditional proposals or proposals that contain reservations. Offerors should instead direct all questions and/or concerns to the Contracting Officer, in writing. Questions and/or comments received by the Contract Specialist later than five (5) calendar days prior to the proposal due date shall not be entertained.
- l. Proposal Expenses and Pre-Contract Costs: The solicitation does not commit the Government to pay any costs incurred in the preparation and submission of a proposal or for any other costs incurred by any firm submitting a proposal in response to these solicitations.
- m. Volume I shall be limited to no more than **sixty (60) pages** in length. Each page of Volume I shall be numbered sequentially. Use only 8 ½ by 11 inch paper or A4 paper submissions, unless another paper size is specifically authorized elsewhere in this section for a particular submission. Do not use fold-outs (e.g., 11" x 14" or 11" x 17" sheets) unless specifically authorized in this section for a particular submission. A standard, 11-point minimum font size applies. Arial or Times New Roman fonts are required. Tables and illustrations may use a reduced font size of not less than 8-point and may be landscape-oriented. The use of hyperlinks to electronic materials in the proposal is prohibited.
- n. Necessary charts and graphics may be larger than 8.5" x 11", but no larger than 11" x 17", and will count as one page. Charts and graphics should only contain the minimal text required to interpret the graphic (such as a concise caption or a map legend). Inclusion of excessive text on a graphic in an attempt to circumvent the page limitation will cause the graphic to be counted as more than one page.
- o. All page margins must be at least 1-inch wide, but may include headers and footers. All pages shall be numbered and correlate to proposal index. For submissions with page limitations, the pages will be counted as follows: One side of the paper is one page; information on both the back and front of one sheet of paper will be counted as two pages. Where authorized, fold-out pages (11" x 14" or 11" x 17") will count as one page. Pages furnished for organizational purposes only, such as a "Table of Contents" or divider tabs, are not included in the page limitation.

- p. The submission shall be clearly indexed and logically assembled. Each volume shall be clearly identified and shall begin at the top of a page. All pages of each volume shall be appropriately numbered and identified by the complete company name, date, and solicitation number in the header and/or footer. A Table of Contents should be created.
- q. All information shall be confined to the appropriate file. Offerors shall confine submissions to essential matters, sufficient to define the proposal, and provide adequate basis for evaluation in accordance with the terms and conditions of the RFP. Offerors are responsible for including sufficient details, in a concise manner, to permit a complete and accurate evaluation of each proposal in accordance with the terms and conditions of the RFP. Proprietary information shall be clearly marked as such.

## 2. Joint Ventures

- a. When an Offeror is submitting a proposal as a joint venture, all members of the joint venture must sign the SF 1442 and any financial surety instrument that is required, unless a written agreement by all members of the joint venture is furnished with the proposal designating one firm with the legal authority to bind the other member(s) of the joint venture. Signatures on the written agreement designating one member of the joint venture as having legal authority to bind all other members of the joint venture must be executed by the duly authorized representatives of the respective joint venture members. All joint venture members will remain jointly and severally liable for all actions, representations, and other activities by the joint venture and by other joint venture members in connection with this solicitation and subsequent contract. A copy of the joint venture agreement and agreement providing evidence of the authority to legally bind all other members of the joint venture must be submitted with an Offeror's proposal. Failure to comply with the foregoing requirements may eliminate the proposal from further consideration.
- b. If submitting a proposal as a joint venture, the experience, past performance, management plan, and other information about each of the joint venture partners can be submitted for the joint venture. The experience of each joint venture partner will be considered the experience of the joint venture entity. Joint ventures also must submit the following additional documentation:
  - 1) A copy of the joint venture agreement in English.
  - 2) A detailed statement outlining the following in terms of percentages, where appropriate:
    - i. The relationship of the joint venture parties in terms of business ownership, capital contribution, and profit distribution or loss sharing.
    - ii. The management approach of the joint venture in terms of who will conduct, direct, supervise, and control the joint venture, and have custody and control of the assets of the joint venture in performance of the duties necessary to complete the work that is required to be performed under the contract.
    - iii. The structure of the joint venture and decision-ranking responsibilities of the joint venture parties in terms of who will control the manner and method of performance of the work under the contract.
    - iv. The bonding responsibilities of the joint venture parties
    - v. Identification of the key personnel having authority to legally bind the joint venture to any and all agreements, including any subcontracts, executed by the joint venture and state who will provide or contract for the labor and materials for the joint venture.
    - vi. Identification of party or parties maintaining the joint venture bank accounts for the payment of all expenses and the deposit of all receipts, keeping the books and records of the joint venture, and paying applicable taxes for the joint venture.

- vii. Identification of party or parties furnishing the joint venture operating facilities, such as office supplies and telephone service.
  - viii. Identification of party having overall control of the joint venture and documentation that member of the joint venture will remain jointly and severally liable for all aspects of the contract, including, but not limited to performance of the work and payment of the sub contractors.
- c. Other sections of the proposal shall identify, where appropriate, whether key personnel are employees of the individual joint venture entities and identify the entity, or whether they are hired directly as employees of the joint venture.
  - d. The Government reserves the right to review the actual joint venture agreement and any other agreements executed by the joint venture, which are relevant to the Offeror's proposal and/or the solicitation, award, and performance of the contract.
  - e. If one of the joint venture parties possesses relevant experience and/or past performance, the experience and/or past performance of that firm will be considered as the experience and/or past performance of the joint venture
  - f. If the joint venture is not organized according to U.S., the Government reserves the right to review the actual joint venture agreement to determine its basis.
  - g. A complete and legally binding document with all information required under this section titled "Joint Ventures" shall be included in Proposal Schedule Volume I, Technical Proposal.
  - h. The SSEB will evaluate and rate the proposals according to the evaluation factors and requirements contained in the solicitation. Factors will be rated either "Acceptable" or "Unacceptable."

JV Agreements shall clearly indicate the percentages of the JV participants, in particular the percent of the controlling party, a clear delineation of responsibilities and authorities between the JV parties, and provide that each party is jointly and severally liable for the performance of all contract requirements.

- 3. Certifications and Representations: Each offeror shall complete (including signatures) the solicitation sections indicated below using the file (without modification to the file) provided with the solicitation. An authorized official of the firm shall sign the SF 1442 and all certifications requiring original signature.
  - Standard Form 1442 (SF 1442), Solicitation, Offer and Award
  - Contract Administration Data
  - Representations, Certifications and Other Statements of Offerors

#### 4. Price Evaluation

The SSEB will evaluate Volume II, Price Proposal, independent of the Technical Proposal. The SSEB will not have access to price information until completion of the technical evaluation.

5. Discussions. Although discussions are **not** anticipated, in accordance with FAR 15.306(d), discussions with each offeror may be held. After completion of discussions with each offeror in a competitive range, and in accordance with FAR 15.307(b), all offerors in that range will be allowed a minimum of three calendar days in which to submit final proposal revisions.

#### 6. Site visit

There will be a formal site visit for this project. Please see FAR Clause 52.236-27 Alternate I for specific information on how to sign up for the site visit.

7. SUBCONTRACTORS: In regard to Experience, if an Offeror submits projects demonstrating experience in one of the factors, and that project was completed by a subcontractor, a subsidiary, or a supplier, as opposed to the prime or one of the joint venture partners, the Offeror **MUST** submit a signed letter of commitment from the contractor who performed and completed the work. **If a letter of commitment is not submitted, the experience will not be considered.**

#### **SECTION IV: EVALUATION FACTORS FOR AWARD**

Proposals will be evaluated (in English) in accordance with the evaluation factors. Offerors will be reminded to include their best technical and price terms in their initial offers and not to assume that they will have an opportunity to participate in discussions or to be asked to submit a revised offer. The Government may make award of a conforming proposal without discussions, if it is deemed to be in the best interests of the Government.

##### Volume I - Technical:

- Factor 1 Experience;
- Factor 2 Personnel; and
- Factor 3 Past Performance

This Volume shall also include the Joint Venture Agreement (if applicable). The JV agreement will not count against total page limit.

##### Volume II - Price:

- Tab A Standard Form 1442;
- Tab B Section 00010, Proposal Bid Schedule, and
- Tab C Representations and Certifications (Section 00600).

#### **1. Volume I – Technical**

##### a. Factor 1 Experience: Submission Requirements

Each Offeror shall complete a minimum of three (3), but no more than Seven (7), project ‘Contractor Experience’ form(s), attached at the end of this section. All blocks must be filled-in and all data must be accurate, current, and complete. Offerors who fail to submit a minimum of three (3) experience projects that comply with the submission requirements below will not be further evaluated by the Government. All information must be submitted in English.

In order to receive an “ACCEPTABLE” rating for this evaluation factor, the projects submitted must satisfy ALL of the following requirements:

The Offeror must have been the Prime or Sub-Contractor on the project described in #1 of this section as well as the items specifically marked in section #4 (items a, b, c, d) below. The offeror may use subcontractor experience on all others items not specifically listed above. If subcontractor experience is submitted the attached form sub-contractor experience should be utilized and a letter of commitment must be submitted along with the experience. The Prime Contractor is the contractor identified in Block 14 of the Standard Form 1442. If more than one contractor identified in Block 14, then a signed joint venture must be submitted with the Offeror’s proposal. To meet Contractor Experience, a Contractor must have self performed, on site at least 25% of the direct contract labor, exclusive of other general condition or field overhead personnel, material, equipment, design or subcontractors.

- 1) At least one (1) project provided to demonstrate experience must have had an awarded contract value (at time of award, including options) of over \$10,000,000.00 (USD), and must have been design/build of hydraulic structures repairs and construction, including hydraulic mechanical and electrical components such as intake structures, valves, dam safety instrumentation and reinforced concrete features of work.
- 2) All other projects provided shall demonstrate experience awarded at a minimum of \$100,000.00.
- 3) Each project used to demonstrate experience must be at least 75% complete or have been completed within the last 10 years from the date of this solicitation.
- 4) Each experience project submitted must provide detailed project descriptions to demonstrate experience with at least one of the following construction facilities, features or activities:
  - a. Design and construction of bridge cranes or hoists of similar size, scope and complexity as required for this project **(Offeror may only use their experience as a prime or as a subcontractor to demonstrate this experience);**
  - b. Design and construction of large diameter heavy valves with standard hydraulic power units and standard electronic controls **(Offeror may only use their experience as a prime or as a subcontractor to demonstrate this experience)**
  - c. Dam operations including dewatering of tunnels, placement of bulkheads and cofferdams **(Offeror may only use their experience as a prime or as a subcontractor to demonstrate this experience);**
  - d. Design and construction of micro-hydroelectric systems and/or back up power; generating systems. **(Offeror may only use their experience as a prime or as a subcontractor to demonstrate this experience)**
  - e. Geotechnical investigation of dam foundations **(Offeror may use their experience as a prime or as a subcontractor or the experience of a subcontractor to demonstrate this experience)**
  - f. Dam safety monitoring instrumentation Design/build projects with hydraulic structures. **(Offeror may use their experience as a prime or as a subcontractor or the experience of a subcontractor to demonstrate this experience)**

One project can be used to satisfy multiple construction facilities, features or activities, but each Contractor Experience submitted MUST have at least one of the construction facilities, features or activities above included in the experience. As stated above, each offeror is required to submit at least three (3), but not more than seven (7), "Prime Contractor Experience" forms. Regardless of the number of forms submitted, the offeror must demonstrate all of the above features/activities.

**NOTE:** The Prime Contractor is the contractor identified in Block 14 of the Standard Form 1442. If more than one contractor identified in Block 14, then a signed joint venture must be submitted with the Offeror's proposal.

#### **Factor 1 – Experience: Evaluation Criteria**

##### **“ACCEPTABLE” Rating:**

The SSEB will evaluate experience submitted per Section 1 (Factor 1 – Experience: Submission Requirements). The proposal must clearly meet all of the minimum experience requirements identified in Section 1.a (Factor 1 – Experience: Submission Requirements) to receive an ‘Acceptable’ rating.

**“UNACCEPTABLE” Rating:**

Proposals that do not include substantial evidence that the offeror has experience to successfully construct the proposed project will be considered to not meet the minimum requirements of the solicitation and will be rated an ‘Unacceptable’. Substantial evidence is defined as written documentation demonstrating the experience required in Section 1 (Factor 1 – Experience: Submission Requirements).

All blocks of the ‘Prime Contractor Experience’ forms (attached at the end of this section) that are submitted must be completed, and all data must be accurate, current, and verifiable. Failure to provide a current and accurate point of contact on the ‘Prime Contractor Experience’ form may render the form and the Offeror’s proposal as unacceptable.

The Government reserves the right to contact the references listed on the submitted forms to verify the information submitted.

**Factor 2 – Personnel: Submission Requirements**

Provide resumes for the following key personnel:

- Overall Project Manager;
- Construction Superintendent;
- Quality Control System (CQC) Manager;

Further, provide resumes for the CQC Specialists (also specified in Section 01 45 00 CONTRACTOR QUALITY CONTROL) including;

- Senior Mechanical Engineer;
- Senior Electrical Engineer;
- Senior Civil or Structural Engineer;
- Senior Geotechnical Engineer or Geologist

The Overall Project Manager, Construction Superintendent, and Quality Control Manager must have:

- a. A minimum of ten (10) years of relevant experience in their assigned job position on this project as it relates to Design/Build and/or construction of hydraulic structures
- b. Documentation identifying each person as a current full-time employee of the Prime Contractor and sub-contractor or a letter of intent signifying their employment for this project; and
- c. FOR THE OVERALL PROJECT MANAGER ONLY, documentation by transcript or otherwise of a four-year college degree from a university.

The resumes for Senior Electrical, Senior Mechanical and Senior Civil Engineer must:

- a. Demonstrate that the above engineers have 10 years of relevant experience in their assigned job positions on this project as it relates to the specific items in this RFP, each engineer must be a professional engineer with an active professional registration in their home of record (HOR). Provide documentation in the form of a certificate or otherwise evidencing a professional license number or registration. If the engineer’s HOR does not have a professional registration program, that engineer must have a minimum of 12 years of relevant experience in their assigned job position on this project as it relates to the specific items in the RFP.
- b. Provide documentation identifying each person as a current full-time employee of either the Prime Contractor or subcontractor, or a letter of intent signifying their employment for this project; and

- c. Provide documentation by transcript or otherwise of a four-year college Bachelor of Science or Engineering degree from an accredited university in the respective field of study and assigned job positions.

Resumes must include the information on 'Personnel Resume/Experience' form attached at the end of this section. All information must be filled in and all data should be accurate, current, and complete.

**NOTE:** Identified personnel must be used on the project. Any substitution of identified persons will not be permitted without prior approval of the Contracting Officer. Identification of two individuals proposed for a single position will result in the evaluation of only the least qualified person. A single individual cannot be identified as 'key personnel' for more than one 'key personnel' position.

## **Factor 2 – Personnel: Evaluation criteria**

### **“ACCEPTABLE” Rating**

The SSEB will evaluate the resumes of the key personnel for compliance with requirements of Section 1 (Factor 2 – Personnel: Submission Requirements). Offerors must meet all of the key personnel requirements identified in Section 1 (Factor 2 – Personnel: Submission Requirements) to receive an 'ACCEPTABLE' rating.

### **“UNACCEPTABLE” Rating**

Proposals that fail to provide evidence that the Offeror can provide key personnel with the qualifications and relevant experience as specified in Section 1.b (Factor 2 – Personnel: Submission Requirements) will receive an 'UNACCEPTABLE' rating for this factor.

## **c. Factor 3 – Past Performance: Submission Requirements**

The offeror shall provide past performance information in one of two formats for each project provided under Factor 1 - Experience.

(1) Copies of Contractor Performance Assessment Reports (CPARs – also commonly referred to as CCASS reports) for projects performed for the U.S. Government. If the project provided has a CPAR, it must be used by the offeror to demonstrate past performance. If CPAR submission is used to validate past performance, it will be the most recent evaluation in the system (i.e. for projects submitted as completed, the final 100% completed CPAR will be provided). If the offeror submits a CPAR, they are not required to submit a separate Past Performance Questionnaire for the specific project.

(2) If CPAR information is not available for a project provided for experience, a completed Past Performance Questionnaire (PPQ), attached at the end of this section (**Form PPQ-0**) must be provided per the following guidance:

- a. The Past Performance Questionnaire included in the solicitation is provided for the offeror to submit to the client for each project the offeror includes in its proposal for Factor 1 (Experience). Ensure correct phone numbers and email addresses are provided for the client point of contact.

- b. Completed Past Performance Questionnaires 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 still submit Form PPQ-0 with their proposal, only with blocks 1-6 filled out, which will provide contract and client information for the respective project(s).

- c. 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, **Nicholas Emanuel, via email at Nicholas.P.Emanuel@usace.army.mil** prior to the proposal closing date. **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.

It is the offeror's responsibility to ensure the Government will be able to contact the POCs using the contact information provided. Offerors are encouraged to send their request to the POC as soon as possible once a project is identified for experience under Factor 1.

The offeror may also include performance recognition documents received within the last 3 years such as awards, award fee determinations, customer letters of commendation, and any other forms of performance recognition.

In addition to the above, the Government may review any other sources of information for evaluating past performance. Other sources may include, but are not limited to, past performance information retrieved through the Past Performance Information Retrieval System (PPIRS), including Contractor Performance Assessment Reporting System (CPARS), using all CAGE/DUNS numbers of team members (partnership, joint venture, teaming arrangement, or parent company/subsidiary/affiliate) identified in the offeror's proposal, inquiries of owner representative(s), Federal Awardee Performance and Integrity Information System (FAPIIS), and any other known sources not provided by the offeror.

While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete past performance information rests with the Offeror.

### **Factor 3 Past Performance: Evaluation Criteria**

The Source Selection Evaluation Board (SSEB) will evaluate past performance information received as follows:

#### **“ACCEPTABLE” Rating**

Based on the offeror's performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror's performance record is unknown.

#### **“UNACCEPTABLE” Rating**

Based on the offeror's performance record, the Government has no reasonable expectation that the offeror will be able to successfully perform the required effort.

**Note:** In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305 (a)(2)(iv)). Therefore, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, “unknown” shall be considered “acceptable” or a “ACCEPTABLE”.

### **OVERALL TECHNICAL ACCEPTABILITY**

If a proposal is found to be technically unacceptable in any one of the three evaluated areas (experience, key personnel or past performance), this will render the proposal as technically unacceptable overall, and the offer will be removed from further consideration for award.

## **Volume II, Price Proposal**

### ***Tab A, Standard Form 1442***

#### **Submission Requirements**

An original Standard Form (SF) 1442 must be submitted in a separate electronic file as part of Volume II.

**Evaluation Criteria**

Standard form 1442 is to be completed, to include Block #19 Acknowledgement of Amendments (if applicable), and duly executed with an original signature by an official authorized to bind the company in accordance with FAR4.102

***Tab B, Section 00010, Proposal Bid Schedule***

**Submission Requirements**

The Offeror shall complete and submit in its entirety Section 00010, Proposal Bid Schedule. This form is included in Section 00010 of the RFP.

**Evaluation Criteria**

The total price (Proposal Bid Schedule) will be evaluated for reasonableness, completeness and unbalanced pricing through the use of cost and or price analysis.

***Tab C, Representations and Certifications,***

**Submission Requirements**

Each offeror shall complete all representations and certifications in Section 00600.

**Responsibility Determination**

Prior to actual award, the Government will conduct an independent responsibility review of the apparent successful Offeror in accordance with the provision of FAR Subpart 9.1.

APPENDIX A: Contractor Experience Form

**FORM A-1**

**PRIME CONTRACTOR EXPERIENCE**

1. Project name and location (City, State, Country)		
2. Project owners name (Government Agency, commercial firm or other organization)		
3. Project owners complete address		
4. Were you the Prime Contractor? YES NO		
4a. Were you the Subcontractor? Yes NO		
Percentage of work that was self-performed? _____%		
5. Contract number of project	6. Date of contract	
7. Date work began	8. Completion Dates: Initial: _____ Actual: _____	9. Project Completion Percentage (%)
8. Total Contract Value at Time of Award (if you were the Prime Contactor )		9. Final invoiced amount (or amount invoiced to date)
8a. Total value of worked performed as subcontractor (For work performed as a subcontractor which was identified in 4a.)		

<p>10a. English speaking Technical point of contact for the Project Owner (name, title, e-mail address, phone number)</p>	<p>10b. English speaking Contracting point of contact of the Project Owner (name, title, e-mail, phone number)</p>
<p>11. Description of Construction contract work -describe DETAILED nature and scope of work. Detail how project demonstrates experience requirements in Section 00113. Also include explanation of any performance problems or other conflicts with the customer. (Offerors will be evaluated for the ability to provide timely, complete work; be certain to explain any differences between the initial and actual completion dates in block 8.) Use continuation sheet for additional information, if necessary.</p>	

12. Current status of the project (check one)

- Work continuing, on schedule
- Work continuing, behind schedule
- Work completed, no further action pending
- Work completed, routine administrative action pending
- Work completed, claims negotiation pending/underway
- Work completed, litigation pending/underway
- Terminated for convenience
- Terminated for default
- Other (Explain, use additional sheets as necessary)

**SUB-CONTRACTOR EXPERIENCE WITH ATTACHED COMMITMENT LETTER**

1. Name of Sub-Contractor and Address (City, State, Country)	
2. Project name and location (City, State, Country)	
3. Project owners name (Government Agency, commercial firm or other organization)	
4. Project owners complete address	
<p>Did this Sub-contractor perform as a prime or subcontractor on this project?</p> <p>Percentage of work that was self-performed? _____%</p>	
5. Contract number of project	6. Date of contract
7. Date work began	8. Completion Dates: Initial: _____ Actual: _____
9. Project Completion Percentage (%)	
8. Contract Value at Time of Award	9. Final invoiced amount (or amount invoiced to date)
10a. English speaking Technical point of contact for the Project Owner (name, title, e-mail address, phone number)	10b. English speaking Contracting point of contact of the Project Owner (name, title, e-mail, phone number)

11. Description of Construction contract work -describe DETAILED nature and scope of work. Detail how project demonstrates experience requirements in Section 00113. Also include explanation of any performance problems or other conflicts with the customer. (Offerors will be evaluated for the ability to provide timely, complete work; be certain to explain any differences between the initial and actual completion dates in block 8.) Use continuation sheet for additional information, if necessary. Please state which area of experience this project is addressing for factor 1 #4 d, e, f.

12. Current status of the project (check one)

- Work continuing, on schedule
- Work continuing, behind schedule
- Work completed, no further action pending
- Work completed, routine administrative action pending
- Work completed, claims negotiation pending/underway
- Work completed, litigation pending/underway
- Terminated for convenience
- Terminated for default
- Other (Explain, use additional sheets as necessary)

**FORM A-2**

**PERSONNEL RESUME/EXPERIENCE**

Name and Title \_\_\_\_\_

Name of your firm \_\_\_\_\_

No. of years: Presently with this firm \_\_\_\_\_ With other firms \_\_\_\_\_

Education (Degree(s)/Year/Specialization):  
\_\_\_\_\_

Registration/Accreditation: No. \_\_\_\_\_ Country/State \_\_\_\_\_ Year \_\_\_\_\_

Your Assignment on this project  
\_\_\_\_\_

Your specific experience and qualifications relevant to this project. Include a POC with phone number for the two most recent projects described:

Project Name and Location: \_\_\_\_\_

General Scope of Project:  
\_\_\_\_\_  
\_\_\_\_\_

Your Role in the Project and a Description of the Duties You Performed:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

POC for reference (name and phone number):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Name and Location: \_\_\_\_\_

General Scope of Project:  
\_\_\_\_\_  
\_\_\_\_\_

Your Role in the Project and a Description of the Duties You Performed:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

POC for reference (name and phone number): \_\_\_\_\_

## 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/USACE REQUESTS THAT THE CLIENT COMPLETES THIS QUESTIONNAIRE AND SUBMITS DIRECTLY BACK TO THE OFFEROR. THE OFFEROR WILL SUBMIT THE COMPLETED QUESTIONNAIRE TO USACE WITH THEIR PROPOSAL, AND MAY DUPLICATE THIS QUESTIONNAIRE FOR FUTURE SUBMISSION ON USACE SOLICITATIONS. CLIENTS ARE HIGHLY ENCOURAGED TO SUBMIT QUESTIONNAIRES DIRECTLY TO THE OFFEROR. HOWEVER, QUESTIONNAIRES MAY BE SUBMITTED DIRECTLY TO USACE. PLEASE CONTACT THE OFFEROR FOR USACE 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.

## TO BE COMPLETED BY CLIENT

<b>PLEASE CIRCLE THE ADJECTIVE RATING WHICH BEST REFLECTS YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE.</b>	
<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	E   VG   S   M   U   N

changes	
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
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

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