

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

AMENDMENT 1

1. This Amendment is being issued to:
 - a. make revisions to the solicitation in **bolded RED font**, and
 - b. provide a copy of industry questions and responses from the Pre-proposal conference and ProjNet as a separate attachment.
2. As a result of this amendment, the date to receive proposals has not been extended.
3. All other solicitation terms and conditions will remain unchanged.

SUMMARY OF CHANGES

SECTION 00 21 00 - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

SECTION 00 21 00 (ID/IQ)

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

1.0 GENERAL INFORMATION

1.1 GENERAL DESCRIPTION OF WORK

1.2 CONTRACT COST CEILING LIMITATION FOR DESIGN AND CONSTRUCTION COSTS

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1.13 SUBCONTRACTING PLAN/ SUBCONTRACTING GOALS REGARDING THE UTILIZATION OF U.S. SMALL/LOCAL FOREIGN BUSINESS CONCERNS

1.14 BID GUARANTEE

1.15 CONTRACT PRICES - BIDDING SCHEDULE (PHASE TWO ONLY)

1.16 ORGANIZATIONAL CONFLICT OF INTEREST

52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.215-20 Alt IV	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (Oct 1997) - Alternate IV	OCT 1997
52.216-1	Type Of Contract	APR 1984
52.217-5	Evaluation Of Options	JUL 1990
52.233-2	Service Of Protest	SEP 2006
52.236-27	Site Visit (Construction)	FEB 1995
52.236-28	Preparation of Proposals--Construction	OCT 1997
52.252-1	Solicitation Provisions Incorporated By Reference	FEB 1998
252.236-7010	Overseas Military Construction--Preference for United States Firms	JAN 1997

1.0 GENERAL INFORMATION

These MATOCs will be awarded by the USACE, Huntsville Engineering and Support Center (CEHNC), on behalf of the Transatlantic Division (CETAD) and the Middle East District (CETAM), and technically managed by CETAM, under its respective mission established by Headquarters, U.S. Army Corps of Engineers (HQUSACE). CEHNC will transfer the contracts to a successor contracting officer at CETAM, once awarded.

The CENTCOM AOR includes Kuwait, Qatar, United Arab Emirates, Yemen, Saudi Arabia, Egypt, Kazakhstan, Lebanon, Oman, Pakistan, Turkmenistan, Kyrgyzstan, Syria, Jordan, Iran, Bahrain, Uzbekistan, Tajikistan, Afghanistan, and Iraq. Almost all CENTCOM AOR countries are involved to some degree in U.S. Overseas Contingency Operations (OCO) in the region. While 100% of the projects will be at locations in the CENTCOM AOR and not in the United States or its outlying areas, approximately 72% of the projects currently envisioned for these proposed MATOCs are expected to be performed in Afghanistan or Iraq, for construction and design-build projects required by U.S. Military customers.

Due to the cultural, social, religious, and economic conditions in the CENTCOM AOR, security, logistics, transportation, and base access issues can present substantial challenges for inexperienced contractors. Therefore, Offerors should be knowledgeable and experienced with these issues to be successful under this MATOC.

Task orders anticipated for these proposed MATOCs are generally expected to range from approximately \$ 20 Million to \$ 100 Million, but we anticipate no more than 5% of the total MATOCs programmatic capacity will be used for task orders outside of this range. These proposed MATOCs are expected to support two broad types of construction and design-build projects. Examples of project types for this acquisition include: Housing/Barracks, Dining Facilities, Equipment/Vehicle Maintenance Facilities, Operations Facilities, Administrative/ Headquarters Facilities, Command and Control Facilities, Communications Centers, Fire Stations, Waste Management Complexes, Training Facilities, Medical Facilities (Clinic/Hospital), Fuel Storage Facilities, Fuel Distribution and Storage Systems, Munitions Storage, Power Plants, Utilities Infrastructure, Reception, Staging and Onward Integration (RSOI) Facilities/Areas, Entry/Access Control Points, Cargo Handling Areas, Perimeter Fence and Guard Towers, Road Construction, Airfields: (Runways/Taxiways/Aprons/Ramps), Airfield Support Facilities: (Hangars/Control Towers/etc.), Passenger/Cargo Terminals, Drainage System Projects, Water Treatment Facilities.

1.1. GENERAL DESCRIPTION OF WORK

This solicitation is for a multiple award Indefinite Delivery/Indefinite Quantity (ID/IQ) Contracts for Design/Build and Construction of facilities supporting US forces in the U.S. Central Command (CENTCOM) Area of Operations (AOR). Individual design/build or construction efforts will be awarded by task order. This solicitation also includes two initial task orders which will also be awarded.

1.1.1. Task Order

The scope of the initial task orders includes all work required to design-build or construct the projects identified. The work shall be in accordance with the Request for Proposal documents issued with the initial task orders.

Task Order Competition - Once all the MATOCs are awarded, task orders will be awarded against the basic ID/IQ contracts using the fair opportunity procedures discussed in FAR 16.5 in addition to the competitive source selection procedures identified in Section 863 of Public Law 107-107 and implemented in DFARS 216.505-70. Each order exceeding \$3,000.00 will be awarded on a competitive basis in accordance with FAR 16.505 and DFARS 216.505-70 (c), unless an exception described in FAR 16.505(b)(2)(i) through (iv) or DFARS 216.505-70(b)(1) applies. The unique selection criteria for each task order award will be provided in the task order request for proposal. However, the typical evaluation criteria utilized at the task order level is expected to be:

- 1) Technical approach (resourcing plan, personnel qualifications, regulatory interface relationships, alternate language and cultural requirements, work plan acceptance, clear understanding of work requirements, geographic experience, technical approach, technical competency, and/or overall

- strategy for work execution – some or all will be used in each task order competition as determined necessary),
- 2) Subcontracting Plan Addendum (for US large business) is only applicable for that portion of the work contemplated to be performed in the US.
 - 3) Utilization of U.S. Small/Local Foreign Business Plan Addendum is required for all awardees.
 - 4) Price/price-related factors.

The evaluation will be conducted in strict accordance with the selection criteria identified in the task order request for proposal documents and documented in accordance with local policy and procedures.

TASK ORDER PROCEDURES

(1) All multiple award contractors will be provided a fair opportunity to be considered for each task order unless the Contracting Officer determines that:

(a) The Government's need for the supplies or services is so urgent that providing a fair opportunity to all contractors would result in unacceptable delays;

(b) Only one of the contractors is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized;

(c) The task order must be issued on a sole source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order; or

(d) It is necessary to place an order to satisfy a minimum guarantee.

(2) In those instances that meet one or more of the non-competitive exceptions in subparagraph (1) above, the Contracting Officer will issue a task order scope of work, as detailed as circumstances and the situation allow, requesting a complete and detailed price proposal from the given contractor. The contractor involved shall provide the Contracting Officer a detailed price proposal. A price proposal shall address to the extent practicable:

(a) The comprehensive technical and management approach to accomplish the task order work along with a draft scope of work, where appropriate, prepared by the contractor as its recommendation on how that work is to proceed;

(b) Detailed cost or pricing in accordance with the instruction set forth in the Task Order and FAR 15.403-5;

(c) Proposed schedule for completing the task order effort;

(d) Any other requested and/or pertinent information.

(3) When a price proposal is received in accordance with subparagraph (2) above, the Contracting Officer and the government's technical and pricing representatives will evaluate that proposal, conduct discussions/negotiations if necessary, settle a price and award the task order.

(4) Contractors will be provided as fair an opportunity as possible to be considered for those task order requirements that do not fall within any non-competitive exception detailed in subparagraph (1). The Contracting Officer may make deviations to this process as circumstances dictate. All proposals will be requested from contractors based upon a Statement of Work that has been either furnished by the Government or prepared by a contractor and approved by the Government.

(5) The Government will reserve the right to award task orders without prior discussions. Unsuccessful offerors will be notified in accordance with FAR 15.503(b). The two processes for competitive actions are as follows:

(a) Competitive – Streamlined Process: The Government shall issue a task order scope of work describing specific work to be performed, the performance period required, and critical milestones involved. Based on this task order scope of work involved, the contractor will provide work plans within five workdays or as otherwise stated in the scope of work. The following information shall be included unless indicated otherwise: (i) A maximum of five pages outlining the Contractor's concept of approach to satisfy the Government's technical and performance requirements; (ii) a price proposal in the level of detail sufficient to enable analysis by the Government, or a Rough Order of Magnitude (ROM) Performance Estimate including the Contractor's total ROM cost of the project with fee rate identified, whichever method is specified by the Contracting Officer; (iii) the estimated period of performance, labor skill mix with the estimate of hours to complete the task and other cost factors, i.e. materials, subcontracts, etc.; and (iv) other documents or submissions required in the task order scope of work. The Government will evaluate the Contractor's submissions, the Contractor's past performance on this and other task orders, and the price proposal or ROM cost estimate, whichever was specified. Based on the Government's evaluation, the selected contractor will be requested to submit an original and specified numbers of copies of a complete, detailed proposal. This final proposal shall address: (i) The comprehensive technical and management approach to accomplish the work; (ii) Cost and pricing information to support the estimated cost for each task order; (iii) Proposed schedule for completing the task order effort; and (iv) Any other requested and/or pertinent information that has been requested by the Contracting Officer. Upon proposal receipt, the Contracting Officer and Government's technical representatives, will evaluate the submission, conduct discussion/negotiations if necessary and award the task order.

(b) Competitive – Full Process: The Government shall issue all contractors a task order scope of work describing specific work and dates items are required, anticipated performance period, and critical milestones that describes the overall task order performance requirement. The Contractors shall provide the Contracting Officer an original and copies (as specified) of a complete, detailed proposal as already outlined above. Upon proposal receipt, the Contracting Officer and Technical Representatives will review all proposals, conduct discussions as determined necessary by the Contracting Officer, and make award consistent with the evaluation criteria set out in each Task Order Request for Proposal (RFP). Under the provisions of the Federal Acquisition Streamlining Act of 1994, 10 U.S.C. 2304 (c) (Public Law 103-355), a protest is not authorized in connection with the issuance or proposed issuance of an individual task order except for a protest on the grounds that the order increased the scope, period, or maximum value of the contract under which the order is issued.

(c) Task Order Ombudsman: The Task Order ombudsman is responsible for reviewing complaints from multiple award contractors and ensuring that all of the contractors are afforded a fair opportunity to be considered for Task Orders consistent with procedures in the contract. However, it is not within the designated Task Order contract ombudsman's authority to prevent the issuance of an order or disturb an existing order. The designated Task Order ombudsman for this contract is PARC-WIN, 255 Fort Collier Road, Winchester, VA 22601.

1.2. CONTRACT COST CEILING LIMITATION FOR DESIGN AND CONSTRUCTION COSTS

The Contract Cost Limitation (CCL) will be provided with the Request for Proposals (RFPs) for each individual task order requirement in Section 00 73 10 as applicable. It is the Government's intent to award at full scope within the CCL.

1.3. GOVERNMENT SECURITY REQUIREMENTS

The Offeror(s) must ensure that ALL mail sent to the US Army Corps of Engineers, Middle East District, 201 Prince Frederick Drive, Winchester, VA 22602 or PO Box 2250, Winchester, VA 22604-1450, has a return mailing address on the outside of the envelope, package, box, etc. ANY MAIL addressed to the U.S. Army Corps of Engineers, including but not limited to bids, modifications to bids, proposals, revised proposals, bonds, correspondence, etc., will be REJECTED by the US Army Corps of Engineers facility located at 201 Prince Frederick Drive, Winchester, VA 22602 or PO Box 2250 Winchester, VA 22604-1450, if it does not contain a return mailing address. There will be no exceptions.

1.4. COPIES OF SOLICITATION DOCUMENTS AND AMENDMENTS

The Phase One Request for Proposal (RFP) will be posted on FedBizOpps. However, the Phase Two RFP amendment will only be available to offerors which have participated in the Phase One evaluation and have been selected to progress to phase two. The Government will post the Phase Two RFP amendment to a file transfer protocol (ftp) site and be password protected. Each firm will be provided with the log on information to access the ftp site.

The offeror shall submit in its proposal all required information specified in this solicitation as amended. There will be no public opening of the proposals received as a result of this solicitation.

A list of interested vendors (potential offerors and subcontractors) is available on the federal business opportunities web site (registration required) at: <http://www.fbo.gov/> via Quick Search (Solicitation No. W912ER-10-R-0089).

1.5. OFFEROR'S QUESTIONS AND COMMENTS

1.5.1. All questions and/or comments relative to these documents should be submitted via Bidder Inquiry in ProjNet at <http://www.projnet.org/projnet> no later than September 27, 2010, in order that they may be given consideration or actions taken prior to receipt of offers.

1.5.2. To submit and review bid inquiry items, a bidder will need to be a current registered user or will need to self-register into system. To self-register go to web page, click BID tab, select Bidder Inquiry, select agency USACE, enter Key for this solicitation listed below, and your e-mail address, click login. Fill in all required information and click "create user." Verify that information on next screen is correct and click "continue."

1.5.3. From this page you may view all bidder inquiries and/or add an inquiry.

1.5.4. Bidder will receive an acknowledgement of its question via email, followed by an answer to its question after it has been processed by our technical team.

1.5.5. The Solicitation Number is: W912ER-10-R-0089

1.5.6. The Bidder Inquiry Key is: IMMWD1-XPGU4L

1.5.7. The Bidder Inquiry System will be unavailable for new inquires 5 days prior to proposal submission in order to ensure adequate time is allotted to form an appropriate response and amend the solicitation, if necessary.

1.5.8. Offerors are requested to review the solicitation in its entirety and review the Bidder Inquiry System for answers to questions prior to submission of a new inquiry.

1.5.9. The call center operates weekdays from 8AM to 5PM U.S. Central Time Zone (Chicago). The telephone number for the Call Center is 800-428-4357.

1.5.10. Offers will NOT be publicly opened. Substantive information concerning the status of the evaluation and/or award will NOT be available after receipt of proposals.

1.6. SMALL BUSINESS SIZE STANDARD/NAICS CODE

See Section 00 45 00, FAR 52.204-8 for the small business size standard/NAICS Code.

1.7. PROPOSAL EXPENSES AND PRE-CONTRACT COSTS

The Government will not pay, as a direct charge, any costs incurred in the preparation and submission of a proposal.

1.8. PRE-PROPOSAL CONFERENCE

The Government intends to hold the pre-proposal conference at the Millwood Station Special Events Center, 252 Costello Drive, Winchester, VA 22602 on Wednesday September 15, 2010. Doors will open for sign-in no later than 8:00 AM, the presentations will begin at 8:30 AM, and the conference is expected to be completed around 12:00 PM. The offeror must submit in writing, via fax or e-mail, the firm's name, address, point of contact, telephone number, and number of personnel planning to attend. Those interested in attending are highly encouraged to register no later than September 12, 2010 via MED's Pre Proposal Conference website at <http://www.tam.usace.army.mil/MATOC-2010>.

All interested offerors are urged to attend. During this conference, the requirements set forth in the solicitation will be reviewed and discussed in detail, with part of the conference to include a question and answer period.

1.9. ACCURACY IN PROPOSALS

Proposals must set forth full, accurate, and complete information as required by this RFP (including attachments). The penalty for making false statements is prescribed in 18 U.S.C. 1001.

1.10. PROPOSAL SUBMITTALS

NOTE: E-mailed and FAX proposals are not authorized and will not be accepted.

As stated on Standard Form SF 1442: Phase One Proposals will be received until 1600 local time on October 7, 2010 at:

(a) Proposals may be sent by courier (DHL, Federal Express, etc) or hand delivered at the following address:

U.S. Army Corps of Engineers
Middle East District
Solicitation W912ER-10-R-0089
Attn: Michelle Pearman – CETAM-CT-R
201 Prince Frederick Drive
Winchester, VA 22602
Phone 540-665-3673

(b) Proposals may be mailed to:

U.S. Army Corps of Engineers
Middle East District
Solicitation W912ER-10-R-0089
Attn: Michelle Pearman – CETAM-CT-R
Post Office Box 2250
Winchester, VA 22604-1450
Phone 540-665-3673

(c) For hand carried proposals we must be notified and given the name of the person who will actually deliver the proposal so the guards and warehouse can be notified.

If the person delivering the package is a U.S. citizen and can show proof of citizenship, the guards will direct them to the warehouse where the proposal will be accepted. Therefore, we need the name of the person, the name of the company, and approximate time.

If the person delivering the package is not a U.S. citizen then they cannot access the site.

(d) Email or fax proposals will not be accepted.

(e) Proposals will be considered late if not received at the physical location by the deadline due date and time.

(f) The Packaging that contains the Proposals shall be marked:

”Proposals for Solicitation Number: W912ER-10-R-0089, DO NOT OPEN”

1.11. PROPOSAL FORMAT

- a. Each volume shall be clearly identified. All pages of each volume shall be appropriately numbered and identified by solicitation number in the header and/or footer. Proposal documents other than graphs, charts, cover sheets, and Price and Related Information shall use the following page setup parameters:
 - i. Margins – Top, Bottom, Left, Right - 1”
 - ii. Gutter – 0”
 - iii. From Edge – Header, Footer - 0.5”

- b. Page Limitations:

I.	Past Performance (Phase One)	no page limits
II.	Specialized Experience (Phase One)	15 pages
III.	Financial Surety (Phase One)	no page limits
IV.	Organizational and Management/Technical Approach (Phase Two)	35 pages
V.	Utilization of U.S. Small/Local Foreign Business Concerns (Phase Two)	no page limits
VI.	Price and Related Information (Phase Two)	no page limits

- c. Page Size, Width – 8.5”, Height – 11”, or A4 size.

- d. 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.

- e. The following additional restrictions apply: Each paragraph shall be separated by at least one blank line. A standard, 12-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 in proposals is prohibited.

- f. Written materials should be submitted in 3-ring binders (except that Pro Forma material and price proposal shall be submitted in a sealed manila envelope. Each binder should contain a Title Sheet on the cover for ready identification of the proposal and a full table of contents, and sections separated by Tabs, as prescribed herein.

- g. All price/cost breakdown information included to aide in the price/cost evaluation, shall be submitted in the format provided in Microsoft Office Excel compatible Read/Write format and

viewable in Microsoft Office Excel 2007 (see Attachment 6). Files shall not contain classified data.

(i) The Offeror's name, address, a signature(s) of the official(s) that can bind the firm and a telephone number should appear in the lower left corner of the title page of any document/volume to be evaluated. Title pages will not be counted toward page limits.

(ii) Volume number, section and date submitted should appear in the bottom right corner of each page (along with the revision number for the amended page, if necessary).

- h. Drawing sheets: Offerors should Use 22" x 34" or half sheets for full size drawings.
- i. Electronic Format: Provide one (1) CD in read-only format, using .pdf files. All price breakdown information to aide in the price evaluation shall be submitted in Microsoft Office Excel Read/Write format and viewable in Microsoft Excel 2007. Each disc should be externally labeled with the volume number, date and the Offeror's name. Offerors are responsible for including sufficient details to permit a complete and accurate evaluation of each proposal. Proprietary information shall be clearly marked. Files shall not contain classified information or data. If the hard-copy proposal differs from the electronic version, the hard copy will govern.
- j. Number of copies: Submit one original and three (3) copies of drawings and printed matter (~~Bound Volumes~~ **3-Ring Binders**), as well as one (1) CD. For Pro Forma information required in Phase Two: Submit the original and one copy and one (1) separate CD.

1.12. JOINT VENTURE PROPOSAL REQUIREMENTS

When proposing as a joint venture, all members of the joint venture shall sign the SF 1442 and the financial surety instrument unless a written agreement by the joint venture is furnished with the proposal designating one firm with the authority to bind the other member(s) of the joint venture. In addition, a copy of the joint venture agreement shall be submitted with the proposal. Failure to comply with the foregoing requirements may eliminate the proposal from further consideration. If this is an 8(a) or HUBZone joint venture, the offeror shall ensure that it complies with the applicable requirements of 13 CFR Part 124 and 13 CFR Part 126, respectively.

1.13. SUBCONTRACTING PLAN/SUBCONTRACTING GOALS REGARDING THE UTILIZATION OF U.S. SMALL/LOCAL FOREIGN BUSINESS CONCERNS

(a) Application. This clause applies to all offerors submitting proposals.

(b) Federal Acquisition Regulations (FAR). Attention is directed to the following FAR and DFARS provisions contained in this solicitation:

52.219-8, Utilization of Small Business Concerns (DEVIATION)

52.219-9, Small Business Sub Contracting Plan (DEVIATION) (applies only to U.S. Large Businesses)

52.219-16, Liquidated Damages – Small Business Subcontracting Plan (applies only to U.S. Large Businesses)

(c) Goals. The Department of Defense considers the following goals reasonable and achievable for the performance of the resultant contract for work subcontracted within the United States: The goals listed below are the FY10 goals. Regarding subcontracting goals, for this MATOC, the term "contract value" means the dollar value of subcontracted work performed in the United States. The goals are updated each year and the appropriate goals will be updated by amendment and in task orders.

(1) **31.7** % of subcontracted work performed in the U.S., should be performed with U.S. small business concerns.

(2) 3.0 % of subcontracted work performed in the U.S., should be performed with those U.S. small business concerns owned and controlled by HUBZones.

(3) 3.0% of subcontracted work performed in the U.S., should be performed with those U.S. small business concerns owned and controlled by Service-Disabled Veterans.

(4) 5.0 % of subcontracted work performed in the U.S., should be performed with those U.S. small business concerns owned and controlled by socially and economically disadvantaged individuals.

(5) 5.0 % of subcontracted work performed in the U.S., should be performed with those U.S. small business concerns owned and controlled by women.

1.14. BID GUARANTEE

A Bid Guarantee is not required for the Phase One proposal submission. A Bid Guarantee will be required for each initial Task Order in Phase Two. In accordance with 52.228-1, the amount of the bid guarantee shall be 20% percent of the bid price or \$3 million, whichever is less. Bid guarantees shall bear original signatures. Photocopies or facsimiles are unacceptable.

1.15. CONTRACT PRICES - BIDDING SCHEDULE (PHASE TWO ONLY)

Payment for the various items listed in the Bidding Schedule shall constitute full compensation for furnishing all plant, labor, equipment, appliances, materials and bonds (performance and payment), and for performing all operations required to complete the work in conformity with the drawings and specifications. All costs for work not specifically mentioned in the Bidding Schedule shall be included in the contract prices for the items listed.

See DFARS 252.236-7009. However, include the cost for performance and payment bonds or irrevocable letters of credit.

1.16 ORGANIZATIONAL CONFLICTS OF INTEREST

Contracts awarded as a result of this solicitation are subject to the organizational and consultant conflicts of interest rules identified in FAR 9.5. There may be circumstances resulting in the performance of work under the prospective contracts which create an actual or potential conflict of interest on a contract or the nature of the work to be performed on the contract(s) creates an actual or potential conflict of interest on a future acquisition. See clause, "Organizational Conflicts of Interest" in Section 00 73 00 for requirements pertaining to this acquisition.

SECTION 00 22 10 - PHASE 1 OF A 2 PHASE-DESIGN BUILD SELECTION PROCEDURES

The following have been modified:

PHASE I

SECTION 00 22 10 (ID/IQ)

PHASE ONE OF TWO PHASE SELECTION PROCEDURES

1.0 OVERVIEW

2.0 GENERAL INSTRUCTIONS

3.0 PHASE ONE PROPOSAL AND RELATED EVALUATION FACTORS

4.0 TAB A – STANDARD FORM 1442 AND PROPOSAL DATA SHEET

5.0 TAB B – FACTOR 1 – PAST PERFORMANCE

5.1 SUBMISSION REQUIREMENTS

5.2 EVALUATION CRITERIA

6.0 TAB C – FACTOR 2 – SPECIALIZED EXPERIENCE

6.1 SUBMISSION REQUIREMENTS

6.2 EVALUATION CRITERIA

7.0 TAB D – FACTOR 3 – FINANCIAL SURETY

7.1 SUBMISSION REQUIREMENTS

7.2 EVALUATION CRITERIA

8.0 TAB E - RESPONSIBILITY

8.1 SUBMISSION REQUIREMENTS

8.2 EVALUATION CRITERIA

9.0 PHASE ONE EVALUATION PROCEDURES

9.1 SOURCE SELECTION EVALUATION BOARD (SSEB)

9.2 EVALUATION

9.3 EVALUATION AND RATING SYSTEM

9.4 DEFINITIONS

9.5 PAST PERFORMANCE RISK RATINGS

PHASE ONE – SECTION 00 22 10 ATTACHMENTS

1 – PROPOSAL DATA SHEETS

2 – OFFEROR SPECIALIZED EXPERIENCE

3 – SAMPLE LETTER OF COMMITMENT

3A – PROOF OF ABILITY TO OBTAIN SURETY

4 – PAST PERFORMANCE EVALUATION TELEPHONE INTERVIEW QUESTIONNAIRE

1.0 OVERVIEW

1.1. The Government is looking for ways to streamline construction, and manage labor and other resource constraints in an effort to reduce costs and achieve an aggressive schedule in executing task orders to meet the program goals of faster project execution at lower cost, while taking advantage of industry standards, means and methods. In Phase One of the two phase selection procedure, offerors shall submit proposals, demonstrating their capability to successfully execute design-build and construction task orders under the contract resulting from this solicitation. In Phase One, the Government will evaluate the offeror's qualifications in accordance with the criteria described in Section, 00 22 10 and will short-list a target of fifteen (15) Phase One offerors to *compete* for the base ID/IQ contract award and for the initial task order award(s) in Phase Two of the process. The Government reserves the right to select more than fifteen (15) offerors, less than fifteen (15) offerors, or none at all to move to Phase Two.

1.2. In Phase Two, selected offerors will be required to submit technical and price proposals in accordance with the Phase Two price and non-price evaluation factors. The Government contemplates awarding a target of ten ID/IQ contracts to responsible offerors whose offers conform to the solicitation and are considered to be most advantageous to the Government, price and other factors considered in accordance with FAR clause 52.215-1, Instructions to Offerors-Competitive Acquisition. However, the Government reserves the right to award more, less, or none at all. A selected firm(s) will be awarded an IDIQ contract and may be awarded one or both initial task orders; or an IDIQ contract but no initial task order(s).

2.0 GENERAL INSTRUCTIONS

Submit the Phase One proposal in a tabbed, three-ring binder. Note that the Government will not evaluate any material that exceeds the page limits. PHASE ONE DOES NOT INVOLVE PRICING SUBMISSION. All information shall be confined to the appropriate Tab. The Offeror shall confine submissions to essential matters,

sufficient to define the proposal and provide adequate basis for evaluation. Offerors are responsible for including sufficient details, in a concise manner, to permit a complete and accurate evaluation of each proposal.

3.0 PHASE ONE PROPOSAL AND RELATED EVALUATION FACTORS

<u>Location</u>	<u>Factor Number</u>	<u>Description</u>	<u>Relative Importance</u>
Tab A	N/A	SF 1442 and proposal Data Sheet	N/A
Tab B	Factor 1	Past Performance	Approximately equal to Factor 2
Tab C	Factor 2	Specialized Experience	Approximately equal to Factor 1
Tab D	Factor 3	Financial Surety	Go or No-Go
Tab E	N/A	Responsibility	Notice Only

4.0 TAB A - STANDARD FORM 1442 AND PROPOSAL DATA SHEET

4.1. Submit the SF 1442, completed and signed by a person authorized by the Offeror. Include the completed proposal data sheet (See Attachment 1, provided at the end of this Section).

5.0 TAB B – FACTOR 1 – PAST PERFORMANCE

5.1. SUBMISSION REQUIREMENTS:

5.1.1. Past performance is an indicator of an offeror's ability to perform the contract successfully. The Offeror and the design firm (or Offeror if design is to be self-performed) shall provide customer reference name(s), company affiliation, current **(or last known)** phone numbers, and email addresses on ~~the specific projects experience sheets~~ in Tab B, **Past Performance** ~~or other projects~~ that establish an offeror's past performance. If an offeror has multiple divisions or units, limit the projects submitted to those performed by the division, unit or team member submitting the offer. Projects cited shall be currently well underway (fully designed and at least 50% construction progress completed) or construction substantially completed within six (6) years preceding the date of this solicitation. The Government may contact and interview the points of contact provided by the offeror and reserves the right to interview other individuals with relevant information. See the sample questionnaire shown at Attachment 4. Relevant types of project (roughly \$ 20 million or more) past performance include, but are not limited to: Design-Build/Construction of: housing/barracks; dining facilities; equipment/vehicle maintenance facilities; operations facility; administrative/headquarters facility; command and control facility; communications center; fire station; waste management complex; training facility; medical facility (clinic/hospital); fuel storage facility; fuel distribution and storage system; munitions storage; power plants; utilities infrastructure; reception, staging and onward integration facilities/areas; entry/access control points; cargo handling areas; perimeter fence and guard towers; road construction; airfields; airfield support facilities; passenger/cargo terminals; drainage system

projects; and water treatment facilities in geographically dispersed, OCONUS locations performed in remote, rugged, or austere environments to include combat theaters of operation. Furthermore, the Government reserves the right to interview other individuals if the point of contact is not available. The Offeror shall briefly provide information on problems encountered on identified projects and any corrective action. The Offeror shall also submit the written consent of its design firm/key subcontractors to allow the disclosure of the design firm/key subcontractor's past performance information to the Offeror. For the design firm's past performance to be considered, the Offeror shall include a letter of commitment from that firm (see Attachment 3 at the end of this section), unconditionally committing the design firm's performance under this contract should it be awarded to the Offeror.

5.1.2. In addition, all Offerors shall submit information substantiating the offeror's past performance in complying with FAR 52.219-8 "Utilization of Small Business", maximizing opportunities for U.S. small business concerns, and establishing procedures that ensured timely payment of U.S. small business subcontractors. Offerors shall also provide a statement indicating whether any negative information has been reported in the past six years concerning the Offeror's past compliance with FAR 52.219-8. If any such negative information has been reported, the Offeror may submit explanations or comments responding to such negative information. Offerors with no prior contracts containing FAR 52.219-8 shall certify the same.

5.2. EVALUATION CRITERIA:

5.2.1. The Government will complete a performance risk assessment based upon the quality of the offeror's past performance as it relates to the probability of successful accomplishment of the required effort. Performance risks are those associated with an Offeror's likelihood of success in performing the solicitation's requirements as indicated by that Offeror's record of past performance. The Government will consider the recency and relevancy of the performance information, source of the information, context of the data, and general trends in contractor performance. If any offeror wishes to submit past performance information of any of its divisions or units, it must submit convincing evidence that the referenced division or unit will be committed to performing work under the MATOC. The Offeror and proposed design firm (if applicable) will be assessed in their totality to derive the offeror's Past Performance rating.

Customers/references may be asked to comment on items such as quality of design or construction; timeliness, management of the work; subcontractor management, including timely payment to subs or suppliers; safety; relations between customer and designer or contractor; level of support for such things as as-built documentation; O&M manuals; training; correcting design or construction errors; warranty work; etc. The Government will not release the Past Performance Evaluation – Telephone Interview Forms to the Offeror at any time, in order for the Government to solicit candid, unbiased interview comments, however an offeror will be provided an opportunity to address any past performance information that adversely impacts its evaluation, if it has not had a previous opportunity to do so. The Government places a high value on performance with documented successful outcomes which can be verified, for example, by telephone interviews with points of contact identified in the proposal,

CCASS/ACASS or other agency performance databases, Offeror furnished references, or personal knowledge of Government personnel. The Government also places a high value on performance of projects, which provided particularly difficult or unique challenges and on the innovative methods the contractor used to resolve problems successfully. The Government's evaluation is not limited to past performance information on the cited example projects.

The Government may base its judgment about the quality of an offeror's past performance on (1) records of objective measurements and subjective ratings of specified performance attributes, if available, and (2) statements of opinion about the quality of specific aspects of an offeror's performance, or about the quality of an offeror's overall performance. The offeror is cautioned that in conducting the performance risk assessment, the Government may use data provided in the offeror's proposal and data obtained from other sources. Since the Government may not necessarily obtain information on all of the listed contract references and/or may not contact all of the identified POCs provided by the offeror, it is incumbent upon the offeror to explain the relevance of the data provided. The Government may elect to consider data obtained from sources other than those identified by the offeror. In the event that adverse past performance information is obtained from other sources, the offeror will be provided the opportunity to respond to any adverse information received which it had not had a previous opportunity to comment.

5.2.2. Offerors (a) for whom compliance with FAR 52.219-8 has been established; and/or (b) for whom no negative information has been reported; or (c) certifying no past history of contracts containing FAR 52.219-8 will be rated as "complying with FAR 52.219-8." Such a rating shall have neither positive nor negative impact on the Offeror's overall Past Performance evaluation. Offerors for whom negative information has been reported shall have such negative information, along with any explanations or comments responding to such negative information supplied by the Offeror, evaluated in accordance with the evaluation criteria for Past Performance. Such evaluation shall be substantiated and factored into the Offeror's overall Past Performance evaluation.

5.2.3. Each Offeror will be rated on its own performance or that of its predecessor, if relevant. An Offeror may not establish past performance based on the past performance of its proposed key personnel. Offerors that have no past performance record will be given an "Unknown Risk" rating. If the Government does not obtain past performance information and cannot establish a past performance record for the Offeror through other sources, past performance will be rated neither favorably nor unfavorably. The performance risk will be considered "unknown".

6.0 TAB C – FACTOR 2 - SPECIALIZED EXPERIENCE

6.1 SUBMISSION REQUIREMENTS

6.1.1 The Offeror's experience will be examined for a breadth and depth of work performed in the design-build and construction of large projects (roughly \$ 20 million or more), in geographically disbursed, OCONUS locations performed in remote, rugged, or austere environments to include combat theaters of operation. The successful Offeror should possess demonstrated experience performing design-build and construction projects including new construction, and the alteration, renovation, conversion, and/or reconfiguration of existing facilities including vertical and, horizontal construction. Relevant types of project experience include, but are not limited to: Design-Build/Construction of: housing/barracks; dining facilities; equipment/vehicle maintenance facilities; operations

facility; administrative/headquarters facility; command and control facility; communications center; fire station; waste management complex; training facility; medical facility (clinic/hospital); fuel storage facility; fuel distribution and storage system; munitions storage; power plants; utilities infrastructure; reception, staging and onward integration facilities/areas; entry/access control points; cargo handling areas; perimeter fence and guard towers; road construction; airfields; airfield support facilities; passenger/cargo terminals; drainage system projects; and water treatment facilities.

6.1.2. The Offeror shall provide ~~a listing of~~ **information about** projects delineating the project name, major feature (building, runway, road, etc.), overall contract value (US dollars), overall contract value the entity was responsible for (dollars or percent), location of project site (country, nearest city), and contract duration (calendar days). If any Offeror has multiple divisions or units, limit the project examples to those performed by the division, unit or team member submitting the offer. Additional experience examples may be submitted for consideration on any other member of a Contractor Teaming Arrangement that will perform a major or critical aspect of the project. Projects cited shall be currently well underway (fully designed and at least 50% construction progress completed) or construction substantially completed within six (6) years preceding the date of this solicitation. Refer to Attachment 2 for the Specialized Experience Submittal Forms. Note: Experience of Key Subs who do not have a signed Letter of Commitment will not be considered.

6.2. EVALUATION CRITERIA:

6.2.1. If any Offeror has multiple divisions or units, the Government will only evaluate experience of the division or unit submitting the offer, unless convincing evidence is provided that another division or unit will be committed to performing work under the MATOC. Each offeror will be rated on its own experience or that of its predecessor, if applicable. Provide only Offeror Experience for this Factor. Key Personnel experience will not be evaluated under this Factor. Key Personnel will be considered as part of the Phase Two evaluation.

6.2.2 The Government places a high value on a proposal that demonstrates the successful experience in the following areas:

- Construction projects for the United States Government
- Construction projects valued at \$20,000,000 or more, which are relevant to the statement of work for this ID/IQ contract
- Construction projects for which the offeror served as the prime contractor
- Performance of multiple concurrent projects across many geographically dispersed project sites/countries
- Construction projects that implemented innovative technology and/or processes to cut construction time and/or costs (or both)
- Projects demonstrating development and application of individual project site safety and health plans,

and quality control plans

- Construction projects in the CENTCOM AOR, especially those in Iraq or Afghanistan
- Construction projects incorporating Defense Base Act Insurance, the Synchronized Pre-deployment Operational Tracker, and the CENTCOM Contract Verification System
- Construction projects in the CENTCOM AOR which maximized the use of local sub-contractors/local businesses

7.0. TAB D – FACTOR 3- FINANCIAL SURETY (This Factor is a Go or No-Go.)

7.1 SUBMISSION REQUIREMENTS

Offerors are required to submit proof of their ability to obtain surety in the form of performance and payment bonds, irrevocable letters of credit, or other surety as described in FAR Part 28. Such surety shall attest to the offeror's ability to provide coverage, for not less than \$20,000,000 per task order and \$100,000,000.00 aggregate. A performance and payment bond must be supported by acceptable security as defined in FAR 28.201. A letter of commitment from an acceptable surety as defined in FAR Part 28 will provide acceptable proof of the offeror's ability to obtain the required coverage.

7.2 EVALUATION CRITERIA

This factor will be evaluated as a Go/No Go factor. Offerors who have provided proof of their ability to obtain the required surety will receive a rating of Go. The offerors who do not submit evidence of the required surety will receive a No Go rating and will be eliminated from the competition.

8.0 TAB E – RESPONSIBILITY

8.1 SUBMISSION REQUIREMENTS

a. Aside from the Representations and Certifications concerning contractor responsibility found elsewhere in this Solicitation, there are no additional submittal requirements under Phase One.

b. However, as a part of the Government's required responsibility determination, all offerors competing in Phase Two of this Solicitation will be required to submit any and all documentation wherein the offeror (including its parent, predecessors, affiliates or proposed subcontractors) has been negatively referenced in any U.S. Government report, investigation, *qui tam* action, civil or criminal fraud action, Flash report from Task Force SAFE or similar entity, or any other official document evidencing negative performance in U.S. Government contracting during the past six (6) years. Additionally, each offeror will be required to submit complete copies of any self disclosures made pursuant to FAR 52.203-13 or relating to the causes for debarment listed in FAR 9.406-2(b)(1)(vi), as well as all information reported pursuant to, or required to be reported pursuant to FAR 52.209-5; FAR 52.209-7; and FAR 52.209-8. Offerors will be required to certify as to completeness of documentation. Offerors will be allowed to submit comments responsive to any of the disclosed information concurrently with the submittal itself. Offerors will

not be permitted to submit subsequent comments, except for compelling reasons (e.g., conclusion of a reported matter with exoneration).

8.2 EVALUATION CRITERIA

Responsibility is a Contracting Officer determination and is not evaluated. The Contracting Officer shall use this Responsibility information in making a responsibility determination for selection of Offeror(s) for award of a MATOC contract, in accordance with FAR Part 9.

9.0 PHASE ONE EVALUATION PROCEDURES

9.1. SOURCE SELECTION EVALUATION BOARD (SSEB)

9.1.1. The SSEB will be established to conduct the evaluation of proposals received in response to this solicitation. The evaluation will be based on the content of the proposal and any information obtained from other sources, e.g. past performance information. The SSEB will not consider any information incorporated by reference.

9.2. EVALUATION

9.2.1. The SSEB will evaluate the proposals and assign a consensus rating for each evaluation factor. Offerors are strongly advised to put forth its best efforts for the Phase One submission, and to furnish all information clearly to allow the Government to determine their performance capability. Offerors should assume that there will be no discussions in Phase One and that they will not have an opportunity to clarify or correct anything in its proposal after submitting a proposal in response to Phase One.

9.2.2. The Government reserves the right to allow proposal corrections, if deemed necessary to determine the most highly rated Offerors to down select for Phase Two.

9.2.3. The Contracting Officer, exercising prudent business judgment, will select the best qualified Offerors to short-list for Phase Two, with the advice and consent of the Source Selection Authority.

9.3. EVALUATION AND RATING SYSTEM

9.3.1. General: The Government will review the proposals and rate the quality of each proposal in accordance with evaluation factor. The SSEB will rate each proposal against the specified evaluation criteria in the Solicitation requirements.

9.3.2. Review Write-up: The Government will support each rating with a narrative, separately listing strengths or advantages, weaknesses or disadvantages, deficiencies, and uncertainties.

9.3.3. Rating System: After listing proposal strengths, weaknesses, and deficiencies, the SSEB will assign an adjectival rating of "Outstanding", "Good", "Acceptable", "Marginal", or "Unacceptable" for Specialized Experience. Past performance will be assigned a rating for risk, which reflects the Government's confidence in each Offeror's ability to successfully perform the requirements stated in the RFP. Financial Surety will be assigned a

rating of “Go” or “No Go”.

9.3.4. Evaluation Levels Required for Further Consideration: In Phase One, Offerors must achieve ratings of no less than a “Moderate Risk” or “Unknown Risk” in Factor 1 (Past Performance), an “Acceptable” in Factor 2 (Specialized Experience), and a “Go” for Factor 3, to be considered for selection for participation in the Phase Two competition.

9.4. DEFINITIONS

9.4.1. Deficiency. A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

9.4.2. Weakness. A flaw in the proposal that increases the risk of unsuccessful contract performance.

9.4.3. Significant Weakness. A flaw in the proposal that appreciably increases the risk of unsuccessful contract performance.

9.4.4. Strength. Any aspect of a proposal that, when judged against a stated evaluation criterion, enhances the merit of the proposal or increases the probability of successful performance of the contract.

9.4.5. Significant Strength. A significant strength appreciably enhances the merit of a proposal or appreciably enhances the probability of successful contract performance.

9.4.6. Uncertainty. Any aspect of the proposal for which the intent of the Offeror is unclear because there may be more than one way to interpret the offer or because inconsistencies in the offer indicate that there may be an error, omission or mistake. Examples include a mistake in calculation or measurement and contradictory statements.

9.4.7. Outstanding. The proposal has exceptional merit and reflects an excellent approach/experience which will clearly result in the superior attainment of all requirements and objectives. This clearly achievable approach/experience includes numerous strengths or significant strengths and essentially no weaknesses, which can be expected to result in outstanding performance. The proposal contains no deficiencies.

9.4.8. Good. The proposal demonstrates a sound approach/experience which meets all requirements and objectives. This sound approach/experience includes strengths or significant strengths, and few relatively minor weaknesses (if any), which collectively can be expected to result in above average performance. The proposal contains no deficiencies.

9.4.9. Acceptable. The proposal demonstrates an approach/experience which meets all requirements and objectives. The approach/experience might include strengths, significant strengths, weaknesses, and significant weaknesses, where the strengths and significant strengths are not outweighed by the weaknesses and significant weaknesses. Collectively, the strengths, significant strengths, weaknesses, and significant weaknesses are likely to result in

acceptable performance. The proposal contains no deficiencies.

9.4.10. Marginal. The proposal demonstrates an approach/experience which does not meet all requirements and objectives. The approach/experience contains weaknesses, significant weaknesses, and/or deficiencies. Any strengths or significant strengths that may exist are outweighed by the weaknesses, significant weaknesses, and/or deficiencies. Collectively, the strengths, significant strengths, weaknesses, significant weaknesses, and/or deficiencies are likely to result in less than acceptable performance.

9.4.11. Unacceptable. The proposal demonstrates an approach/experience which has extensive issues meeting all requirements and objectives. This approach contains numerous/weaknesses, significant weaknesses, and/or deficiencies which are not readily resolvable. If strengths or significant strengths exist, they are far outweighed by weaknesses, significant weaknesses, and/or deficiencies. Collectively, the strengths, significant strengths, weaknesses, significant weaknesses, and/or deficiencies are likely to result in highly unsatisfactory performance.

9.5. PAST PERFORMANCE RISK RATINGS

9.5.1. Past Performance Risk Ratings assess the risks associated with each Offeror's likelihood of success in performing the requirements stated in the RFP based on the Offeror's demonstrated performance on recent contracts. SSEB members and the SSA may use personal knowledge or information from other sources in its evaluation of an Offeror's past performance, provided such information is consistent with the established evaluation criteria of the RFP. Offerors that have no relevant performance record will be given a neutral/unknown risk rating for this factor:

9.5.2. Risk Rating System

9.5.2.1. Unknown Risk. Offeror has little or no relevant performance record identifiable; equates to an unknown risk rating having no positive or negative evaluation significance.

9.5.2.2. Low Risk. Little doubt exists, based upon the Offeror's performance record, that the Offeror can successfully perform the proposed effort.

9.5.2.3. Moderate Risk. Some doubt exists, based on the Offeror's performance record, that the Offeror can successfully perform the proposed effort.

9.5.2.4. High Risk. Significant doubt exists, based on the Offeror's performance record, that the Offeror can successfully perform the proposed effort.

ATTACHMENT 1 - PROPOSAL DATA SHEET

PHASE ONE - TAB A
PROPOSAL DATA SHEET
SECTION 00 22 10 - ATTACHMENT 1

Provide the following information in the following or similar format:

(1) Name of Solicitation:

(2) Name of Offeror Firm(s):

Nature of Association (e.g., Prime, Joint Venture Partner, Key Subcontractor, etc.):

Address:

Phone:

Fax:

E-mail:

DUNS #

(Provide the above information for each member of the Offeror as defined in the Executive Summary).

(3) AUTHORIZED NEGOTIATORS. FAR 52.215-11

The Offeror represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this Request for Proposals (RFP).

[List names, titles, and telephone number of the authorized negotiator(s).]

Name of Person Authorized to Negotiate:

Negotiator's Address:

Negotiator's Telephone:

Negotiator's E-mail:

ATTACHMENT 2 – OFFEROR SPECIALIZED EXPERIENCE

OFFEROR NAME: _____

PHASE ONE - TAB C
OFFEROR SPECIALIZED EXPERIENCE
SECTION 00 22 10 - ATTACHMENT 2

Provide the information below, in the same or similar format, to show examples of projects comparable in size and scope to those projects described in the Scope of Work. Each project shall be currently well underway (fully designed and at least 50% construction progress completed) or construction substantially completed within six (6) years preceding the date of this solicitation. Use separate pages for separate projects.

(a) Type of Project _____

(b) Your Firm’s Name _____

(c) Name of Project _____

(d) Location of Project _____

(e) Owner/Agency _____

(f) General Scope of Project

(g) Your Role (Prime, Joint Venture, or Subcontractor, etc.) and Work Your Company Self-Performed :

(h) Total Project Cost & Percentage of Cost Performed by Your Firm

(i) Extent and Type of Work You Subcontracted Out

(j) Dates Construction: Began _____ Completed _____ (if not completed yet, provide % completed)

(k) Your Performance Evaluation by Owner, if known

(l) Were You Terminated or Assessed Liquidated Damages? _____

(If either is "Yes", attach an Explanation)

(m) Owner's Point of Contact for Reference (Name and Company/Agency)

(n) Current Telephone Number of Reference

POC _____

ATTACHMENT 3 – LETTER OF COMMITMENT

PHASE ONE - **TAB B**
SAMPLE LETTER OF COMMITMENT
(For all Key Subcontractors, Design Firms, Key Personnel, etc.)
(USE COMPANY LETTERHEAD)
SECTION 00 22 10 - ATTACHMENT 3

Provide the following information in the following or similar format:

TO: Contracting Officer
SUBJECT: Letter of Commitment for Proposed Contract for _____

Dear Sir or Madam:

I hereby make the unequivocal commitment that, in the event of an award of a contract to (Fill in name of Offeror), that (insert name of firm) will fulfill the duties of (state role on a project)

Sincerely, (Authorized Official from Key Subcontractors, Design Firms, Key Personnel, etc.)

Title of Official

Date: _____

ATTACHMENT 3A- PROOF OF ABILITY TO OBTAIN SURETY

**PHASE ONE - TAB D
SAMPLE LETTER OF PROOF OF ABILITY TO OBTAIN SURETY
(USE SURETY LETTERHEAD)**

Provide the following information in the following or similar format:

TO: Contracting Officer

SUBJECT: Proof of Ability To Obtain Surety For Proposed Contract For _____

Dear Sir or Madam:

I hereby state that (Fill in name of Offeror), that (insert name of firm) has demonstrated its ability to qualify for issuance of performance bonds for construction work in the amount of \$20 Million per project, \$100 Million aggregate.

I hereby state that, in (Fill in name of Offeror), that (insert name of firm) has demonstrated its ability to qualify for issuance of payment bonds for construction work in the amount of \$20 Million per project, \$100 Million aggregate.

Sincerely, (Authorized Official from Surety)

Title of Official

Date: _____

ATTACHMENT 4 -PAST PERFORMANCE

OFFEROR NAME: _____

PHASE ONE - TAB B
PAST PERFORMANCE EVALUATION/TELEPHONE INTERVIEW QUESTIONNAIRE
SECTION 00 22 10 - ATTACHMENT 4

- (1) Contractor/Name & Address (City and State):

- (2) Type of Contract: Fixed Price _____ Cost Reimbursement _____
Other (Specify) _____
- (3) Title of Project/Contract Number:

- (4) Description of Work:

- (5) Complexity of Work: High _____ Mid _____ Routine _____
- (6) Location of Work: _____
- (7) Date of Award: _____
- (8) Status: Active _____ (Please provide percent complete)
Complete _____ (Please provide completion date)
- (9) Name and telephone number of Owner’s Technical Representative:

QUALITY OF PRODUCT/SERVICE:

- (10) Please evaluate the contractor's performance in complying with contract requirements, quality achieved and overall technical expertise demonstrated.
 - Outstanding** _____
 - Above Average** _____
 - Satisfactory _____
 - Marginal _____
 - Unsatisfactory _____

Remarks:

(11) To what extent were the contractor's reports and documentation accurate, complete and submitted in a timely manner?

- Outstanding** _____
- Above Average** _____
- Satisfactory _____
- Marginal _____
- Unsatisfactory _____

Remarks:

(12) To what extent was the contractor able to solve contract performance problems without extensive guidance from Owner counterparts?

- Outstanding** _____
- Above Average** _____
- Satisfactory _____
- Marginal _____
- Unsatisfactory _____

Remarks:

(13) How well did the contractor manage and coordinate subcontractors, suppliers, and the labor force?

- Outstanding** _____
- Above Average** _____
- Satisfactory _____
- Marginal _____
- Unsatisfactory _____

Remarks:

CUSTOMER SATISFACTION:

(14) To what extent were the end users satisfied with:

- Outstanding** _____
- Above Average** _____
- Satisfactory _____
- Marginal _____
- Unsatisfactory _____

Remarks:

TIMELINESS OF PERFORMANCE:

(15) To what extent did the contractor meet the required schedules?

- Completed Substantially Ahead of Schedule _____
- Completed on Schedule with no Time Delays _____
- Completed on Schedule with Minor Delays Under Extenuating Circumstances _____
- Experienced Significant Delays without Justification _____

Remarks:

(16) If given the opportunity, would you work with this contractor again?

Yes _____ No _____ Not Sure _____

OTHER REMARKS:

(17) Please use the space below to provide other information related to the contractor's performance. This may include the contractor's selection and management of subcontractors, flexibility in dealing with contract challenges, their overall concern for the Owner's interest, project awards received, etc.

RESPONDENT INFORMATION:

Name:

Role in management of contract:

Address:

Phone Number:

Email Address:

END OF QUESTIONNAIRE

SECTION 00 22 20 - PHASE 2 DESIGN-BUILD SELECTION PROCEDURES AND BASIS OF AWARD

The following have been modified:

PHASE 2

PHASE TWO

THE FOLLOWING SECTION (00 22 20) REGARDING PHASE TWO OF THE SOLICITATION IS **STILL PROVIDED FOR INFORMATIONAL PURPOSES.**

THE PHASE TWO SUBMITTAL INFORMATION IS NOT A PART OF THE PHASE ONE SUBMITTAL.

FURTHER INSTRUCTIONS FOR PHASE TWO SUBMITTALS WILL BE ISSUED IN AN AMENDMENT TO THIS SOLICITATION **WHEN OFFERORS ARE SELECTED TO PARTICIPATE IN PHASE TWO.**

- 1.0 OVERVIEW
 - 2.0 BASIS OF AWARD
 - 3.0 INSTRUCTIONS TO OFFERORS
 - 4.0 PHASE TWO PROPOSAL CONTENTS AND RELATED EVALUATION FACTORS AND ELEMENTS
 - 5.0 VOLUME 1 – FACTOR 1 – ORGANIZATIONAL AND MANAGEMENT/TECHNICAL APPROACH
 - 6.0 VOLUME 2 – FACTOR 2 - UTILIZATION OF U.S. SMALL/LOCAL FOREIGN BUSINESS CONCERNS
 - 7.0 VOLUME 3 - FACTOR 3 - PRICE AND PRO FORMA RELATED INFORMATION
 - 7.1. GENERAL
 - 7.2 TAB A – PRICE (STANDARD FORM 1442 AND PROPOSAL SCHEDULE FOR INITIAL TASK ORDERS)**
 - 7.3 TAB B – FINANCIAL SURETY
 - 7.4 TAB C – REQUIRED PRE-AWARD INFORMATION
 - 7.5 TABs D, E and F – PRICE PROPOSALS FOR THE MATOC INCLUDING OPTION YEARS AND BINDING RATES**
 - 7.6 RECAP**
 - 8.0 EVALUATION PROCEDURES
 - 8.1. PHASE TWO EVALUATION PROCEDURES
 - 8.2. DEFINITIONS
 - 8.3. SMALL BUSINESS RATING DEFINITIONS
 - 8.4. DISCUSSIONS (IF NECESSARY)
- PHASE TWO – SECTION 00 22 20 ATTACHMENTS
- 5 – KEY PERSONNEL RÉSUMÉ **AND** COMMITMENT STATEMENT
 - 6 – COST BEAKDOWN

1.0 OVERVIEW

1.1 This section provides the Phase Two procedures of a “Best Value” solicitation for Indefinite Delivery/ Indefinite Quantity (ID/IQ) Multiple Award Task Order Contracts (MATOCs) for Design-build and Construction projects in the U.S Central Command’s (CENTCOM) Area of Responsibility (AOR) with requirements identified in the attached Scope of Work entitled “Division 01 Specifications”. Following completion of Phase One evaluations, Offerors will be notified in writing whether the Government considers them to be viable competitors for Phase Two. Following receipt of this notification, Offerors intending to continue competing will be responsible for obtaining a copy of the Phase two RFP amendment and responding by the due date. The Government will evaluate the Phase Two proposals in accordance with the evaluation criteria described herein, using the evaluation rating systems outlined in the Phase Two selection procedures. Price information will be evaluated for fairness, reasonableness, price realism, and for material unbalancing. The Phase Two evaluation will be conducted in accordance with FAR Part 15.

1.2 The evaluation and selection process can be briefly summarized as follows:

- (1) Offerors submit technical and price proposals for each of the two Initial Task Orders;
- (2) Technical proposals for each of the two Initial Task Orders will be evaluated independently from one another;
- (3) Price proposals for each of the two Initial Task Orders will be evaluated independently from one another;
- (4) One price evaluation will be conducted on the two Initial Task Orders, including option years that will then in turn be used as a factor to select offerors for award of a MATOC. The price evaluation conducted on the two initial task orders will then be used as a factor to select the offeror(s) who will receive a task order award(s).
- (5) Selection Process for Award of a MATOC:

A. The Government will evaluate the following non-price elements to determine suitability for award of a MATOC:

1. strength of the overall organization, the proposed structure and staffing to execute the entire scope of work;
2. Offeror’s capability and intent to comply with the applicable requirements for self-performance of work by the prime contractor;
3. key personnel qualifications submitted to demonstrate the Offeror’s ability to properly staff efforts under the MATOC;
4. proposed methods to streamline construction, manage labor and other resource constraints in an effort to reduce costs and support an aggressive schedule;
5. integration of the design and construction firms; and
6. extent of proposed participation by local foreign business and U.S. small business to meet the objectives for the contract in the aggregate; and
7. aggregation of technical evaluations for the two Initial Task Orders, to be determined by weighting each Initial Task Order equally to determine an overall technical rating. NOTE: This aggregation process will utilize the technical evaluations that are performed for each of the Initial Task Orders.

B. The Government will evaluate prices for each of the two Initial Task Orders, plus prices for all option years, and then combine them all to determine an overall price for consideration of award of a MATOC.

C. The Source Selection Official will then compare proposals to determine which proposals represent the best value(s) for award. Award of the MATOC(s) will be made to the Offeror(s) whose proposal(s) is/are each determined to represent the best overall value to the Government.

(6) Selection Process for Award of Initial Task Orders:

- A. Each of the two Initial Task Orders will be considered for award independently of one another.**
- 1. Non-price portions of the proposals for each of the two Initial Task Orders, which were conducted in the process of determining MATOC awardees will be reviewed separately for consideration of award for each Task Order.**
 - 2. The evaluated price for each of the two Initial Task Orders, which was conducted in the process of determining MATOC awardees will be reviewed for consideration separately in conjunction with its corresponding non-price portion of the evaluation.**
- B. The Source Selection Official will then review and compare each of the two Initial Task Order proposals submitted by Offerors selected for award of a MATOC. Award of each Initial Task Order will be made to the Offeror(s) whose Initial Task Order proposal(s) is/are determined to represent the best overall value to the Government.**

(7) Selection Process for Award of Subsequent Task Orders:

- A. Future task orders will be awarded against the basic MATOCs using the fair opportunity procedures discussed in FAR 16.5 in addition to the competitive source selection procedures identified in Section 863 of Public Law 107-107 and implemented in DFARS 216.505-70.**
- B. Each task order exceeding \$3,000.00 will be awarded on a competitive basis in accordance with FAR 16.505 and DFARS 216.505-70 (c), unless an exception described in FAR 16.505(b)(2)(i) through (iv) or DFARS 216.505-70(b)(1) applies.**
- C. The unique selection criteria for each subsequent task order award will be provided in the subsequent task order request for proposal**

2.0 BASIS OF AWARD (MATOC)

2.1 The Government contemplates awarding a target of ten ID/IQ multiple award task order contracts, however it reserves the right to award more, less, or none at all. Award(s) will be made to those responsible Offerors whose proposals the Source Selection Authority determines conform to the material items of the solicitation, are realistic, fair and reasonable with regard to price and whose proposals offer the best overall value to the Government, considering the price and non-price factors described herein. The Government reserves the right to award more, less or none at all. Resultant Task Orders will be issued on a Firm-Fixed Price basis. The importance of price will increase as the degree of equality between proposals increases. However, in determining the best value to the Government, the technical evaluation factor (Organizational and Management/Technical Approach) of the Phase Two evaluation is considered significantly more important than price. Utilization of U.S. Small Business/Local Foreign Business Concerns is less important than Organization and Management/Technical Approach. All evaluation factors, other than price, when combined, are considered significantly more important than price; however the Contract award shall not exceed the cost limitation described in Section 00 73 10 for each project. The intent of this solicitation is to award a pool of MATOCs and to subsequently award the initial task orders to one or more of the MATOC awardees. After the Government individually evaluates and rates each proposal, the Source Selection Official will compare proposals to determine which proposals represent the best value for award. Award of the first IDIQ(s) and initial task order(s) will be made to the Offeror(s) whose proposal(s) is/(are) determined to represent the best overall value to the Government. The Government reserves the right to accept other than the lowest priced offer or to reject all offers. The Government will not award a contract to an Offeror whose proposal contains a deficiency, as defined in FAR 15.001. If there is a lower priced, conforming offer(s), the Source

Selection Official must determine that the added value of a more expensive proposal for the initial task order(s) would justify award to that Offeror(s).

2.2 The Contracting Officer may award additional contracts to additional Offerors whose proposals are considered to represent the best value to the Government based on the evaluated rating from Phase Two. Although an initial task order will not be awarded to contractors receiving these additional IDIQs, the price proposed under Phase Two will be used to conduct a price evaluation for award of the IDIQ.

3.0 INSTRUCTIONS TO OFFERORS

3.1 Offerors are required to submit proposals for both initial task orders.

4.0 PHASE TWO PROPOSAL CONTENTS AND RELATED EVALUATION FACTORS AND ELEMENTS

<u>Factor</u>	<u>Location</u>	<u>Description</u>	<u>Relative Importance</u>
Factor 1	Volume 1	Organizational and Management/Technical Approach	Most Important Factor
Factor 2	Volume 2	Utilization of U.S. Small/Local Foreign Business Concern	2 nd Most Important Factor (Less important than Factor 1)
Factor 3	Vol. 3 Tab A	Price (Standard Form 1442 and Proposal Schedules)	Least Important Factor (less important than Factors 1 and 2 combined)
N/A	Vol. 3 Tab B	Financial Surety	Not Rated
N/A	Vol. 3 Tab C	Required Pre-Award Information	Not Rated
N/A	Vol. 3 Tab D	Price Proposal for Option Year One	Go or No-Go
N/A	Vol. 3 Tab E	Price Proposal for Option Year Two	Go or No-Go
N/A	Vol. 3 Tab F	Price Proposal for Option Year Three	Go or No-Go

5.0 VOLUME 1 - FACTOR 1 – ORGANIZATIONAL AND MANAGEMENT/TECHNICAL APPROACH

5.1. SUBMISSION REQUIREMENTS:

5.1.1. Offerors shall submit separate proposals for each task order. Offerors shall tailor their proposals to address the overall MATOC criteria, in addition to identifying and addressing elements unique to the initial task orders.

5.1.2. The offeror should describe the proposed organizational structure and provide an organizational chart showing functional areas and personnel responsible for executing each function required in the Division 01 Specifications. Include the total number of personnel by discipline available to staff the requirements of this MATOC acquisition. In describing the program organization, the offeror should include the responsibilities and lines of authority; the relationship among the offeror's team members and between the prime contractor and key subcontractors. The offeror should briefly address and indicate which member(s) of the team (both from a corporate perspective and from a personnel perspective) will execute the efforts identified in the Division 01 Specifications. The offeror shall identify and provide résumés for all of the key personnel identified below and include letters of commitment for key personnel not currently employed by the offeror utilizing the format at Attachment 5. Limit the

information to thirty five (35) pages or less. Clearly but concisely describe the organizational and technical approach to project management and execution, including the approach to managing multiple projects in multiple locations. The thirty five (35) page limit does not include submitted résumés or letters of commitment.

NOTE: Pages that exceed the required page limitations will not be evaluated. Additional pages from page 36 onward will be removed and will not be evaluated by the Government.

5.1.3. ELEMENT 1 – Contractor’s Key Personnel: Contractors shall execute the work under the direction of a Program Manager for all MATOC efforts, and a Project Manager for each Task Order (this could be the same person). The Contractor’s design entity is required to have professional architects and engineers, registered in the appropriate technical disciplines and the requirements specified in Section 00 72 00, FAR 52.236-25 “Requirements for Registration of Designers”, must be met. All designs must be under the direct supervision of architects or engineers meeting the registration requirements of FAR 52.236.25 for each technical discipline involved. Contractors shall oversee task accomplishment, administer all contract efforts, and answer all questions pertaining to the tasks during the life of the contract. Contractor shall be responsible for the complete coordination of all work under this contract. All work shall be accomplished with adequate internal controls and quality control (QC) review procedures to eliminate conflicts, errors, breakdowns, inefficiencies, damages, delays, deteriorations, and omissions in the performance of the work. The personnel described below are considered very important and key to a Contractor’s ability to execute the MATOC and the task orders under the MATOC. As such, the Government requires personnel information to be submitted and evaluated to assess the Contractor’s ability to properly staff efforts under this MATOC.

5.1.3.1 Program Manager – The Program Manager has overall responsibility for all facets of successful MATOC execution in accordance with the terms and conditions in the MATOC. This person should have a recognized four-year university/college degree in engineering or a related technical field, and/or construction or business management; a minimum of five years experience managing and supervising horizontal, vertical and/or specialty construction projects; and be familiar with the various codes and standards applicable to the tasks covered by the MATOC scope of work. This person may be assigned duties as a Project Manager.

5.1.3.2 Project Manager – The Project Manager has overall responsibility for all facets of successful task order completion in accordance with the terms and conditions in the MATOC and Task Order. This person should have a recognized four-year university/college degree in engineering, a related technical field, and/or construction or business management; a minimum of five years experience managing and supervising horizontal and/or vertical construction projects; and be familiar with the various codes and standards applicable to the tasks covered by the MATOC scope of work. This person may be assigned duties as the MATOC Program Manager.

5.1.3.3. Designer of Record – The Designer of Record has overall professional engineer/architect responsibility for the design portion of design-build task orders. FAR 52.236-25 “Requirements for Registration of Designers,” sets out the minimum qualifications for this position. This person must also have a minimum of five years experience managing and supervising design efforts for horizontal and/or vertical construction projects; and be familiar with the various codes and standards applicable to the tasks covered by the MATOC scope of work.

5.1.3.4. Contract Administrator – The Contract Administrator has responsibility for performing functions related to administration of the basic MATOC and MATOC task orders, and other assigned functions. Typical duties would include preparing monthly reports, reviewing and approving invoices, providing assistance to the on-site contract manager, and administration of subcontracts. This person should have a minimum of five years experience in the contract administration of construction projects compatible with the MATOC scope of work.

5.1.3.5. Project Superintendent – The Project Superintendent has overall responsibility for the actual construction site and all activities thereon. This person should have a minimum of five years experience managing and supervising horizontal and/or vertical construction projects; and be familiar with the various codes and standards applicable to the tasks covered by the MATOC scope of work.

5.1.3.6. Construction Quality Control (CQC) System Manager – The CQC System Manager has overall responsibility for creating, implementing and managing the Quality Control Plan for each task order. This person

should have a minimum of five years experience in the Quality Assurance and/or Control area, focused on the quality of horizontal and/or vertical construction projects; and be familiar with the various codes and standards applicable to the tasks covered by the MATOC scope of work.

5.1.3.7. Site Safety and Health Officer (SSHO)- The SSHO has overall responsibility for creating, implementing and managing the Safety Plan for each task order. This person should have a minimum of five years experience in the Safety area, focused on the safety of horizontal and/or vertical construction projects. Higher weight will be given to proven experience with the Corps safety manual, EM 385-1-1.

5.1.4. ELEMENT 2 - Organization: The organizational structure of the offeror's proposed team (proposed prime contractor, joint venture, and key subcontractors) should be included in this organizational structure for this contract and should be illustrated using the methods listed below.

5.1.4.1. Narrative which demonstrates:

- How the initial task orders will be accomplished under the proposed organizational structure.
- How supervision will be accomplished during all phases of work.
- How various types of problems will be effectively and efficiently resolved within the organization
- Organizational roles/responsibilities
- Authority and degree of autonomy at each level
- Contractual/legal responsibilities of the team

5.1.4.2. Diagrammed Organizational Chart which indicates how this organization fits into the offeror's overall corporate structure and the working arrangement of the team.

5.1.4.3. Resource Chart showing the number of personnel by labor category proposed for each of the two initial task orders.

5.1.4.4. Include a general description of the work the Offeror will self-perform to be compliant with the requirements of the Special Contract Requirement SCR 1.4, SELF-PERFORMANCE OF WORK BY THE PRIME CONTRACTOR applicable to this solicitation (See Section 00 73 00). If the design is not performed by the offeror a commitment letter (Attachment 3) from the design firm signed by the Principal of the Architect/Engineering (AE) firm must be submitted.

5.1.5. Letter(s) of Commitment - Provide Letter(s) of Commitment from key subcontractors and key personnel who are proposed to work on this contract that, in the event of an award to the offeror, such entity/individual is firmly committed to performance on the contract. Offerors shall not include any qualifications to this commitment, such as a statement that the parties are still negotiating the terms of their agreement. Failure to submit a proper letter of commitment will be a proposal deficiency that could preclude an award. An example of this format is provided at Attachment 3.

5.1.6. ELEMENT 3 - Management Approach and Controls: Provide in narrative form the management techniques and controls that will be implemented to manage and control the work. Discuss offeror's approach for performing the work with emphasis on required results. Include the following:

- Draft Safety Plan
- Logistics Plan
- Base Access Plan
- Plan for ensuring timely payment of lower tier subcontractors at all levels.
- Approach for managing team members/subcontractors
- Information Management and Reporting Plan
- Implementation of the Resident Management System (RMS)

5.1.7. ELEMENT 4 - Technical Approach for Design Build: Describe the technical approach to design and build this task order effort. Describe how the design-builder will streamline design and construction, manage labor, and other resources in an effort to reduce costs and achieve an aggressive schedule. Describe the process to be used for

iterative design, construction, and Government review/approval. Describe interactions within the team and with the Corps of Engineers during the design phase. Discuss how the configuration management system will track and control design evolution and changes during design for quality control and to facilitate expedited Government reviews. Describe the role of the construction team members during design. Describe the role and interaction of the design team with the construction team during construction, addressing, as a minimum, maintaining configuration management of the design during construction, including control and approval of revisions to the accepted design; requests for information; shop drawing and submittal reviews and approvals; progress meetings; site visits, if any; contract completion, closeout, as-built and completion documentation. Include a concept design plan.

5.1.8. ELEMENT 5 - Planning and Scheduling: Provide a detailed execution schedule for both initial task orders showing all the necessary steps to meet or beat the required completion date. Identify the system you will utilize and how your team will implement the schedule to manage design and construction. Discuss internal procedures for handling delays to minimize “schedule creep.”

5.1.9. ELEMENT 6 - Quality Control: Submit your draft Quality Control Plan (QCP) for each of the two initial task orders. Describe your quality control approach, corporate systems, and your plan to maintain quality control of the design and construction for both initial task orders. Provide specific information on how you will manage design quality control, track design evolution and changes during design to meet the schedule and to facilitate expedited Government reviews. Provide information on how you will handle internal and external requests for information, shop drawings, submittal reviews, progress meetings, site visits, contract completion, closeout, as-built, and completion documentation. After contract award, the selected Offeror(s) will be required to submit for Government approval final Quality Control Plan(s) for the initial task order(s) awarded. The offeror shall have an effective configuration management system to control and track revisions to the design.

5.2 EVALUATION CRITERIA for AWARD OF A MATOC:

5.2.1. The Government will evaluate the strengths, weaknesses, and any deficiencies in the Organizational and Management/Technical Approach. The Government will evaluate the firm’s understanding of design-build and construction and its plan to execute the projects/task orders. Some additional specific evaluation items are listed below.

The Government will evaluate the strength of the overall organization, the structure and staffing to execute the entire scope of work. If the design is not performed in house the Offeror is required to select AE design firms and provide a letter of commitment (Attachment 3) in order to achieve an “acceptable” rating or higher. Joint venture participants’ contribution to the project should be commensurate with their skills and background. The Government will evaluate the Offeror’s capability and intent to comply with the applicable requirements for self-performance of work by the prime contractor, as applicable to the type of solicitation (See Section 00 73 00, SCR .1.4, “SELF-PERFORMANCE OF WORK BY THE PRIME CONTRACTOR”)

5.2.2. Contractor’s Key Personnel: The Government will evaluate the submitted key personnel information to determine how well the offeror identifies and demonstrates that its key personnel meet or exceed minimum qualifications. The Government will use the key personnel qualifications to evaluate the Contractor’s ability to properly staff efforts under this MATOC.

5.2.3. Organization: The Government will evaluate the Offeror’s proposal to determine if the Offeror proposes an overall organizational structure that shows clear roles and responsibilities, excellent communication networks, and the structure and staffing sufficient to execute the entire scope of work. In order to receive at least an “acceptable” rating, the Offeror is required to identify a committed design team which addresses all technical requirements of the design-build initial task order.

5.2.4. Technical Approach for Design Build: The Government places a high value on an offer that provides methods to streamline construction, manage labor and other resource constraints in an effort to reduce costs and support an aggressive schedule, including such things as fast-tracking, using factory built modules or assemblies, pre-engineered facilities, panelization, pre-cast, tilt-up, standard designs, etc. The Government

will also consider whether the approach reduces on-site craft labor and susceptibility to inclement weather delays. The Government places a high value on a concept design plan that is detailed, well-organized, and feasible, and which develops the initial design-build task order SOW into a plan to accomplish the work. The Government places a high value on a technical approach that is efficient, appropriately collaborative, and minimizes schedule impacts.

5.2.5. Management Approach and Controls: The Government will evaluate the proposal to determine if the Offeror has an understanding of how to plan and execute the work to successfully perform both initial task orders. The Government places a high value on:

- Approaches which will likely result in timely payments to lower tier subcontractors.
- A logistics plan which demonstrates an understanding of the logistics challenges and offers effective and efficient solutions to those challenges.
- A base access plan which demonstrates an understanding of the current base access and escort requirements and offers effective and efficient processes and demonstrates agility to adapt to rapidly changing requirements.

The Government will evaluate the integration of the design and construction firms and the staff during design and construction. The constructor must be actively involved in the design process, not just leaving it up to the designer. The Government will evaluate the offeror's understanding of the design process and the roles of the designers of record and the Government reviewers. The Government will evaluate the role of the designer in maintaining design integrity throughout the process, including its key roles during construction. The Government places greater value in collaboration as early as possible during the design and construction process. Additional consideration will be given to a team that coordinates with as many subcontractors as possible (e.g., the key subcontractors for electrical, mechanical, fire protection, fabricators, etc.) during design development, prior to release of the applicable design packages for construction, so that systems and trade coordination can reduce interferences, increase constructability and speed up construction operations.

5.3 EVALUATION CRITERIA for AWARD of INITIAL TASK ORDER:

5.3.1. The Government will evaluate the strengths, weaknesses, and any deficiencies in the Organizational and Management/Technical Approach. The Government will evaluate the firm's understanding of design-build and construction and its plan to execute the projects/task orders. Some additional specific evaluation items are listed below.

The Government will evaluate the strength of the overall organization, the structure and staffing to execute the entire scope of work. If the design is not performed in house the Offeror is required to select AE design firms and provide a letter of commitment (Attachment 3) in order to achieve an "acceptable" rating or higher. Joint venture participants' contribution to the project should be commensurate with their skills and background. The Government will evaluate the Offeror's capability and intent to comply with the applicable requirements for self-performance of work by the prime contractor, as applicable to the type of solicitation (See Section 00 73 00, SCR .1.4, "SELF-PERFORMANCE OF WORK BY THE PRIME CONTRACTOR")

5.3.2. Contractor's Key Personnel: The Government will evaluate the submitted key personnel information to determine how well the offeror identifies and demonstrates that its key personnel meet or exceed minimum qualifications. The Government will use the key personnel qualifications to evaluate the Contractor's ability to properly staff efforts under this MATOC task order(s).

5.3.3. Organization: The Government will evaluate the Offeror's proposal to determine if the Offeror proposes an overall organizational structure that shows clear roles and responsibilities, excellent communication networks, and the structure and staffing sufficient to execute the entire scope of work for the initial task orders. In order to receive at least an "acceptable" rating, the Offeror is required to identify a committed design team which addresses all technical requirements of the design-build initial task order.

5.3.4. Technical Approach for Design Build: The Government places a high value on an offer that provides methods to streamline construction, manage labor and other resource constraints in an effort to reduce costs

and support an aggressive schedule, including such things as fast-tracking, using factory built modules or assemblies, pre-engineered facilities, panelization, pre-cast, tilt-up, standard designs, etc. The Government will also consider whether the approach reduces on-site craft labor and susceptibility to inclement weather delays. The Government places a high value on a concept design plan that is detailed, well-organized, and feasible, and which develops the initial design-build task order SOW into a plan to accomplish the work. The Government places a high value on a technical approach that is efficient, appropriately collaborative, and minimizes schedule impacts.

5.3.5. Management Approach and Controls: The Government will evaluate the proposal to determine if the Offeror has an understanding of how to plan and execute the work to successfully perform both initial task orders. The Government places a high value on:

- Approaches which will likely result in timely payments to lower tier subcontractors.
- A logistics plan which demonstrates an understanding of the logistics challenges and offers effective and efficient solutions to those challenges.
- A base access plan which demonstrates an understanding of the current base access and escort requirements and offers effective and efficient processes and demonstrates agility to adapt to rapidly changing requirements.

The Government will evaluate the integration of the design and construction firms and the staff during design and construction. The constructor must be actively involved in the design process, not just leaving it up to the designer. The Government will evaluate the offeror's understanding of the design process and the roles of the designers of record and the Government reviewers. The Government will evaluate the role of the designer in maintaining design integrity throughout the process, including its key roles during construction. The Government places greater value in collaboration as early as possible during the design and construction process. Additional consideration will be given to a team that coordinates with as many subcontractors as possible (e.g., the key subcontractors for electrical, mechanical, fire protection, fabricators, etc.) during design development, prior to release of the applicable design packages for construction, so that systems and trade coordination can reduce interferences, increase constructability and speed up construction operations.

5.3.6. Planning and Scheduling: The Government will evaluate the schedule to ensure it shows a clear understanding of the requirements of the initial task orders and supports expeditious completion of the work.

5.3.7. Quality Control: The Government will evaluate the Offeror's understanding of what is required in a Quality Control Plan (QCP) for the initial task orders to ensure the design and construction conforms to the applicable codes and design standards, as well as the effectiveness of its configuration management system. The Government places a high value upon early integrated participation by construction personnel during design phase and continued participation by the designers of record during the construction quality control process.

6.0 VOLUME 2 – FACTOR 2 - UTILIZATION OF U. S. SMALL/LOCAL FOREIGN BUSINESS CONCERNS

6.1 SUBMISSION REQUIREMENTS:

6.1.1. All Offerors are required to complete a U.S. Small/Local Foreign Business Participation Plan. The offeror shall articulate how the offeror intends to meet the local foreign business and U.S. small business objectives for the contract in the aggregate. Offerors will be evaluated on the extent of participation of these concerns in performance of this contract opportunity. Offeror's proposal must meet the Total U.S. Small/Local Foreign Business Participation goal of 35%. This goal may be met through the participation by either U.S. small business; local foreign business, or both.

Note: Individual Task Order Addendums do not have to meet the minimum Total U.S. Small/Local Foreign Business Participation goal of 35%. The goal is applicable only to the overall contract.

The Designated Categories of Local Foreign Business are applicable to the country in which each task order is located and are as follows:

- **Afghan First – In accordance with DFARS provision 225.252-7023 & DFARS clause 225.252-7024**
- **CASA First - Applicable when the task order is located in any one of the CASA states, which include Afghanistan, Pakistan, Kazakhstan, Kyrgyzstan, Tajikistan, Turkmenistan, and Uzbekistan. The Afghan First policy listed above takes precedence over this CASA First policy, which does not have a corresponding DFARS clause. The CASA First policy encourages offerors to utilize CASA supplies and services (including sub contracting) when the task order is in one of the CASA states, and offeror's who provide documentation that they are aggressively following this policy will be given due positive consideration in the overall task order award determination.**
- **Iraq First – In accordance with DFARS provision 225.252-7023 & DFARS clause 225.252-7024**
- **Other Host Nation Firms - Applicable when the task order is not located in any one of the countries listed above. Offerors are encouraged to utilize firms from the host country the task order is located in for supplies and services (including sub contracting).**

U.S. SMALL/LOCAL FOREIGN BUSINESS PARTICIPATION PLAN (FORM)

(1) Check the applicable size and categories for the PRIME offeror -- Check all applicable boxes:

Large Prime (Includes all non-U.S. businesses)

or

U.S. Small Business Prime; also categorized as a

Small Disadvantaged Business

Woman-Owned Small Business

HUB Zone Small Business

Veteran Owned Small Business

Service Disabled Veteran Owned Small Business

Historically Black College/Univ or Minority Institution

(2) Submit the total combined percentage of work to be performed by all categories of businesses (include the percentage of work to be performed both by Prime and Subcontractors):

When
combined
totals must
equal
100%.

Example: If Prime proposes a price of \$1,000,000 (including all options), and local foreign and U.S. small business(es) will provide \$250,000 in services/supplies as a prime or subcontractor, the % planned for U.S. small businesses/local foreign businesses is 25%; and 75% for large business equaling 100%.

Percentage of Total Contract Dollars/Price

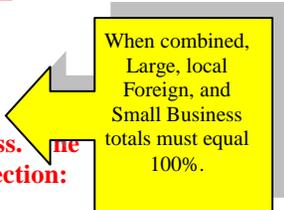
Total Percentage planned for Large Business(es) _____%

Total Percentage planned for Local Foreign and U.S. Small Business(es) _____% = \$ _____

Total: 100%

(3) Please indicate the total percentage of participation to be performed by each type of business. The percentage of work performed by a prime U.S. Small Business should also be included in this section:

U.S. Small Business _____%
Local Foreign Business _____%



(4) List principle supplies/services to be performed by Local Foreign Businesses and U.S. Small Businesses:

Name of Company Identify Type of Service/Supply

U.S. Small Business:

Local Foreign Business:

(5) Describe the extent of commitment to use local foreign businesses and U.S. small businesses (for example, what types of commitments if any are in place for this specific acquisition either -- written, verbal, enforceable, non-enforceable, joint venturing, mentor-protégé, etc.)

6.2 EVALUATION CRITERIA for AWARD OF A MATOC:

The Government will evaluate the proposals to determine which offeror(s) propose(s) the best value in terms of meeting all the U.S. Small /Local Foreign Business Participation planned goals herein. The work to be performed directly by a U.S. Small Business prime offeror will also be treated as U.S. Small Business Participation.

6.3 EVALUATION CRITERIA for AWARD of INITIAL TASK ORDER:

The Government will evaluate the ~~proposals~~ initial task order addendum to determine which offeror(s) propose(s) the best value in terms of meeting all the U.S. Small /Local Foreign Business Participation goals

herein. The work to be performed directly by a U.S. Small Business prime offeror will also be treated as U.S. Small Business Participation.

6.4. ADDITIONAL IMPORTANT NOTE FOR U.S. LARGE BUSINESSES ONLY.

SMALL BUSINESS SUB-CONTRACTING PLANS (FAR 52.219-9)

For the purposes of this RFP, the U.S. small business goals and Subcontracting Plan stated in this section apply to work only performed in the U.S. Where the term “contract value” appears below, that term means that dollar value of the work that is to be performed in the U.S.

Separate from the U.S. Small/Local Foreign Business Participation Plan, U.S. large business offerors must also submit a Subcontracting Plan (Individual Contract Plan) as required by FAR 52.219-9. U.S. large businesses will not be eligible for award if they fail to submit an acceptable Subcontracting Plan. Subcontracting Plans shall reflect and be consistent with the commitments offered in the U.S. Small/Local Foreign Business Participation Plan. In accordance with DFARS 215.304 (c), when an evaluation assesses the extent that U.S. small businesses and HBCUs are specifically identified in proposals, the U.S. small businesses and HBCUs considered in the evaluation shall be listed in any subcontracting plan submitted.

Each U.S. large business MATOC awardee will be required to submit an addendum to its subcontracting plan in response to each Task Order RFP, detailing its U.S. small business subcontracting goals. Such Goals proposed for each subcontracting plan addendum should not be lower than the DoD percentage targets, unless compelling evidence is presented by the contractor which supports that such goals may not be realistically obtained. Subcontracting plans will be updated annually to reflect revised DoD goals, if applicable. U.S. large business will propose the U.S. small business subcontracting goals in their subcontracting plan addendum for OCONUS task orders.

Each participation percentage above the goals shall be accompanied by detailed supporting documentation regarding the individual commitments. Detailed explanations should also be provided when the percentages fall short of the DOD goals.

For the purposes of this RFP, the U.S. small business goals stated in this section apply to work only performed in the U.S. Where the term “contract value” appears below, that term means that dollar value of the work that is to be performed in the U.S.

DOD Subcontracting Goals

U.S. Small Business	31.7%	
HUBZone U.S. Small Business	3.0%	
Service-Disabled Veteran-Owned U.S. Small Business	3.0%	
U.S. Small Disadvantaged Business		5.0%
Women-Owned U.S. Small Business	5.0%	

7.0 VOLUME 3 – FACTOR 3 - PRICE AND *PRO FORMA* RELATED INFORMATION

7.1 GENERAL

Submit the Price and *Pro Forma* related information in a separate envelopes labeled: “Phase Two, Task Order # ___, Volume 3 – Price and *Pro Forma* Requirements.”

7.2 TAB A – PRICE (STANDARD FORM 1442 AND PROPOSAL SCHEDULE FOR INITIAL TASK ORDERS)

7.2.1 Submission Requirements:

7.2.1.1 Submit the properly filled out and executed SF 1442s, along with the Project Pricing Templates (Attachment 6), containing proposed line item and total pricing, as well as the proposed task order schedule for each Initial Task Order. See instructions in section 00 21 00, *“Instructions, Conditions, and Notices to Offerors”*.

7.2.2 Price Proposal: In the amendment for Phase Two, Initial Task Orders are included, The Government has provided offerors with a price breakdown spreadsheet with identified Contract Line Items and a specified format to follow. The contractor must complete this price breakdown spreadsheet for each of the Initial Task Orders and provide it in Excel read/write format on a CD. Subcontracting and material handling fees, and G&A(for home office) will have a ceiling percentage that will be binding.

7.2.3. EVALUATION CRITERIA for AWARD OF A MATOC:

7.2.3.1 Prices for each Initial Task Order will not be rated or scored, but will be evaluated for price realism, fairness and reasonableness through the use of a price analysis. To the extent that line item prices are requested, the price evaluators will also check for appearance of unbalanced line item prices. Offerors are cautioned to distribute direct costs, such as material, labor, equipment, subcontracts, etc. and to evenly distribute indirect costs, such as job overhead, home office overhead, bond, etc., to the appropriate contract line items. Both parties shall presume that field overhead costs through the proposed task order duration are included in the offered price for each task order.

7.2.3.2. The Government will evaluate all aspects of the price proposals for fairness, reasonableness, and price realism. Price will not be an adjectivally rated criterion, but will be evaluated as to the reasonableness and price realism, and for providing the best value to the Government. Offerors found to be unreasonably high, unrealistically low, or unbalanced, may be considered unacceptable, and may be rejected on that basis. The Government will evaluate the price realism of offerors' proposed prices to determine whether the price is realistic for the work to be performed, reflects a clear understanding of the requirements, and is consistent with the methods of performance described in the offeror's proposal. Price realism will be used as part of the government's assessment of performance risk. The Government reserves the right to seek clarification of cost breakdowns. Any such request for explanation will constitute clarification or communication under FAR 15.306. Offerors will not be permitted to change proposed prices unless the Government conducts discussions. If an offeror's price is deemed to be unrealistic in any of these respects, the Government will factor this consideration into the applicable non-price ratings. The agency may reject an offer that reflects a serious lack of price realism.

7.2.3.3. If deemed necessary, the supplemental price breakdown information will be used to assist the Government in performing the price evaluations described above.

7.2.3.4. For the purpose of evaluating price for award of a basic MATOC, evaluated prices for each of the two Initial Task Orders plus evaluated prices for all option years will be combined to determine an overall price.

7.2.4. EVALUATION CRITERIA for AWARD of INITIAL TASK ORDER:

7.2.4.1 Prices for each Initial Task Order will not be rated or scored, but will be evaluated for price realism, fairness and reasonableness through the use of a price analysis. To the extent that line item prices are requested, the price evaluators will also check for appearance of unbalanced line item prices. Offerors are cautioned to distribute direct costs, such as material, labor, equipment, subcontracts, etc. and to evenly distribute indirect costs, such as job overhead, home office overhead, bond, etc., to the appropriate contract line items. Both parties shall presume that field overhead costs through the proposed task order duration are included in the offered price for each task order.

7.2.4.2. The Government will evaluate all aspects of the price proposals for fairness, reasonableness, and

price realism. Price will not be an adjectivally rated criterion, but will be evaluated as to the reasonableness and price realism, and for providing the best value to the Government. Offerors found to be unreasonably high, unrealistically low, or unbalanced, may be considered unacceptable, and may be rejected on that basis. The Government will evaluate the price realism of offerors' proposed prices to determine whether the price is realistic for the work to be performed, reflects a clear understanding of the requirements, and is consistent with the methods of performance described in the offeror's proposal. Price realism will be used as part of the government's assessment of performance risk. The Government reserves the right to seek clarification of cost breakdowns. Any such request for explanation will constitute clarification or communication under FAR 15.306. Offerors will not be permitted to change proposed prices unless the Government conducts discussions. If an offeror's price is deemed to be unrealistic in any of these respects, the Government will factor this consideration into the applicable non-price ratings. The agency may reject an offer that reflects a serious lack of price realism.

7.2.4.3. If deemed necessary, the supplemental price breakdown information will be used to assist the Government in performing the price evaluations described above.

7.2.4.4. For the purpose of evaluating price for award of the Initial Task Orders, the evaluated price for each of the two Initial Task Orders will be considered in conjunction with its corresponding Technical evaluation only.

7.2.4.5. Award cannot be made for project cost for design and construction exceeding the cost limitation described in Section 00 73 10 of each task order.

7.3 TAB B – FINANCIAL SURETY

7.3.1 Submission Requirements:

Submit a Bid Bond for each Initial Task Order in accordance with FAR 52.228-1 Bid Guarantee.

7.3.2 Evaluation Requirements:

This item is not rated. The Government will review the Bid Bonds for legal sufficiency. The Bonds must be legally sufficient.

7.4 TAB C – REQUIRED PRE-AWARD INFORMATION

7.4.1 Submission Requirements:

7.4.1.1 Submit this information for the Contracting Officer's determination of Offeror responsibility, which includes, but is not limited to the following:

- (a) Any and all documentation wherein the offeror (including its parent, predecessors, affiliates or proposed subcontractors) has been negatively referenced in any U.S. Government report, investigation, *qui tam* action, civil or criminal fraud action, Flash report from Task Force SAFE or similar entity, or any other official document evidencing negative performance in U.S. Government contracting during the past six (6) years. Additionally, each offeror will be required to submit complete copies of any self disclosures made pursuant to FAR 52.203-13 or relating to the causes for debarment listed in FAR 9.406-2(b)(1)(vi), as well as all information reported pursuant to, or required to be reported pursuant to FAR 52.209-5; FAR 52.209-7; and FAR 5.209-8. Offerors will be required to certify as to completeness of documentation. Offerors may submit comments responsive to any of the disclosed information concurrently with this submittal. Offerors will not be permitted to submit subsequent comments, except for compelling reasons (e.g., conclusion of a reported matter with exoneration).
- (b) A list of present commitments, including the dollar value thereof, and name of the organization under which the work is being performed. Include names and telephone numbers of personnel within each

organization who are familiar with the prospective contractor's performance.

- (c) A certified statement listing; (1) each contract awarded within the preceding three month period exceeding \$1,000,000.00 in value with a brief description of the contract; and (2) each contract awarded within the preceding three year period not already physically completed and exceeding \$5,000,000.00 in value with a brief description of the contract.
- (d) If the prospective contractor is a joint venture, each joint venture member will be required to submit the above defined certification.
- (e) Bankruptcy - Offeror shall include a statement in its price proposal as to whether the offeror is in Bankruptcy proceedings or not, or is about to undergo bankruptcy proceedings. Offeror shall disclose any other information which could reasonably call into question the responsibility of the offeror to perform this contract.

7.4.2 Evaluation Requirements:

In addition to the other Phase One and Phase Two proposal information, the Contracting Officer shall use this information in making a responsibility determination for award to the Successful Offeror, in accordance with FAR Part 9.

7.5 TABS D, E and F – PRICE PROPOSALS FOR THE MATOC INCLUDING OPTION YEARS AND BINDING RATES

7.5.1 Submission Requirements:

7.5.1.1. In order for the Government to adequately assess the contract over its potential ordering period of 60 months (base period plus all three option years), offerors must provide price proposals for the initial task orders for each of the three option periods. Offerors will provide separate SF 1442 documents, with completed proposal schedules, for each task order, for each option year. It is expected that the submission for Tabs D, E and F will be similar to the submission for Tab A.

7.5.1.2. Additionally, binding rates have been included on Attachment 6, which shall be the maximum percent to be used for award of any resulting task orders. These charges may be negotiated downward with award of individual task orders, but may never exceed the maximum.

7.5.2 EVALUATION CRITERIA for AWARD OF A MATOC:

7.5.2.1 Price proposals for the option years will not be rated or scored, but will be evaluated for price realism, fairness and reasonableness through the use of a price analysis. To the extent that line item prices are requested, the price evaluators will also check for appearance of unbalanced line item prices. Offerors are cautioned to distribute direct costs, such as material, labor, equipment, subcontracts, etc. and to evenly distribute indirect costs, such as job overhead, home office overhead, bond, etc., to the appropriate contract line items. Both parties shall presume that field overhead costs through the proposed task order duration are included in the offered price for each task order.

7.5.2.2 The Government will evaluate all aspects of the option year price proposals for fairness, reasonableness, and price realism. Price will not be an adjectivally rated criterion, but will be evaluated as to the reasonableness and price realism, and for providing the best value to the Government. Offerors found to be unreasonably high, unrealistically low, or unbalanced, may be considered unacceptable, and may be rejected on that basis. The Government will evaluate the price realism of offerors proposed prices to determine whether the price is realistic for the work to be performed, reflects a clear understanding of the requirements, and is consistent with the methods of performance described in the offeror's proposal. Price

realism will be used as part of the government's assessment of performance risk. The Government reserves the right to seek explanation of cost breakdowns. Any such request for explanation will constitute clarification or communication under FAR 15.306. Offerors will not be permitted to change proposed prices unless the Government conducts discussions. If an offeror's price is deemed to be unrealistic in any of these respects, the Government will factor this consideration into the applicable non-price ratings. The agency may reject an offer that reflects a serious lack of price realism.

7.5.2.3 If deemed necessary, the supplemental price breakdown information will be used to assist the Government in performing the price evaluations described above.

7.5.2.4 This price realism evaluation will result in a Go or No-Go determination.

7.6 To recap, the required Phase Two Volume 3 submission FOR EACH INITIAL TASK ORDER will contain the following:

Tab A	PRICE (STANDARD FORM 1442 AND PROPOSAL SCHEDULE)
Tab B	FINANCIAL SURETY
Tab C	REQUIRED PRE-AWARD INFORMATION
Tab D	PRICE PROPOSAL FOR OPTION YEAR ONE
Tab E	PRICE PROPOSAL FOR OPTION YEAR TWO
Tab F	PRICE PROPOSAL FOR OPTION YEAR THREE

8.0 EVALUATION PROCEDURES

8.1. PHASE TWO EVALUATION PROCEDURES

8.1.1. The SSEB will evaluate the proposals and assign a consensus rating for each evaluation factor. Offerors are cautioned that they must put forth their best efforts to furnish all information requested in this RFP to allow the Government to efficiently and effectively evaluate the proposal. Offerors should not assume that they will have an opportunity to revise their proposals once submitted.

8.1.2. The Source Selection Authority, independently exercising prudent business judgment, will select the most highly rated Offerors to consider for award.

8.1.3. General: The Government will review the proposals and rate the quality of each evaluation factor. The SSEB will rate each proposal against the specified evaluation criteria in the Solicitation requirements.

8.1.4. Review Write-up: The Government will support each rating with a narrative, separately listing strengths or advantages, weaknesses or disadvantages, deficiencies, and uncertainties.

8.1.5. Rating System: After listing proposal strengths, weaknesses, and deficiencies, the SSEB will assign an adjective rating of "Outstanding", "Good", "Acceptable", "Marginal", or "Unacceptable" to each factor, ~~and for past performance an additional adjectival rating for risk will be included~~, which reflects the Government's confidence in each Offeror's technical ability, as demonstrated in its proposal, to perform the requirements stated in the RFP.

8.1.6. Evaluation Levels Required for Further Consideration: In Phase II evaluations, Offerors must achieve ratings of no less than "Acceptable" in Factor 1 (Organization/Technical/ Management Approach) and Factor 2 (Utilization of Small /Local Foreign Business Concerns) to be considered for award.

8.2. DEFINITIONS

8.2.1. **Deficiency.** A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

8.2.2. **Weakness.** A flaw in the proposal that increases the risk of unsuccessful contract performance.

8.2.3. **Significant Weakness.** A flaw in the proposal that appreciably increases the risk of unsuccessful contract performance.

8.2.4. **Strength.** Any aspect of a proposal that, when judged against a stated evaluation criterion, enhances the merit of the proposal or increases the probability of successful performance of the contract.

8.2.5. **Significant Strength.** A significant strength appreciably enhances the merit of a proposal or appreciably enhances the probability of successful contract performance.

8.2.6. **Uncertainty.** Any aspect of the proposal for which the intent of the Offeror is unclear because there may be more than one way to interpret the offer or because inconsistencies in the offer indicate that there may be an error, omission or mistake. Examples include a mistake in calculation or measurement and contradictory statements.

8.2.7. **Outstanding.** The proposal has exceptional merit and reflects an excellent approach which will clearly result in the superior attainment of all requirements and objectives. This clearly achievable approach includes numerous strengths or significant strengths and essentially no weaknesses, which can be expected to result in outstanding performance. The proposal contains no deficiencies.

8.2.8. **Good.** The proposal demonstrates a sound approach which meets all requirements and objectives. This sound approach includes strengths or significant strengths, and few relatively minor weaknesses (if any), which collectively can be expected to result in above average performance. The proposal contains no deficiencies.

8.2.9. **Acceptable.** The proposal demonstrates an approach which meets all requirements and objectives. The approach might include strengths, significant strengths, weaknesses, and significant weaknesses, where the strengths and significant strengths are not outweighed by the weaknesses and significant weaknesses. Collectively, the strengths, significant strengths, weaknesses, and significant weaknesses are likely to result in acceptable performance. The proposal contains no deficiencies.

8.2.10. **Marginal.** The proposal demonstrates an approach which does not meet all requirements and objectives. The approach contains weaknesses, significant weaknesses, and/or deficiencies. Any strengths or significant strengths that may exist are outweighed by the weaknesses, significant weaknesses, and/or deficiencies. Collectively, the strengths, significant strengths, weaknesses, significant weaknesses, and/or deficiencies are likely to result in less than acceptable performance.

8.2.11. **Unacceptable.** The proposal demonstrates an approach which has extensive issues meeting all requirements and objectives. This approach contains numerous weaknesses, significant weaknesses, and/or deficiencies which are not readily resolvable. If strengths or significant strengths exist, they are far outweighed by weaknesses, significant weaknesses, and/or deficiencies. Collectively, the strengths, significant strengths, weaknesses, significant weaknesses, and/or deficiencies are likely to result in highly unsatisfactory performance.

8.3. **U.S. SMALL/LOCAL FOREIGN** BUSINESS RATING DEFINITIONS

8.3.1 **Outstanding.** A proposed **U.S. Small/Local Foreign Business** participation with goals that achieve or exceed all RFP objectives, the goals are highly realistic based on proposal & performance risk, and the strengths of the plan far outweigh any weaknesses.

8.3.2. Good. A proposed **U.S. Small/Local Foreign Business** participation with goals that achieve all RFP objectives with goals that are clearly realistic based on proposal & performance risk, and the strengths of the plan outweigh weaknesses.

8.3.3. Acceptable. A proposed **U.S. Small/Local Foreign Business** participation with goals that achieve most RFP objectives, the goals are realistic based on proposal & performance risk, and any strengths and any weaknesses of the plan are offsetting.

8.3.4. Marginal. A proposed **U.S. Small/Local Foreign Business** participation with goals that achieve only a limited number of RFP objectives, the goals may not be realistic based on proposal & performance risk, and the weaknesses outweigh any strengths.

8.3.5. Unacceptable. A proposed **U.S. Small/Local Foreign Business** participation with goals that fail to satisfy nearly all RFP objectives, the goals are not realistic based on proposal & performance risk, and the weaknesses far outweigh any strengths.

8.4 DISCUSSIONS (If Necessary) –

8.4.1. During Phase Two, the Government intends to evaluate proposals and award without discussions (except for clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. A "Competitive Range" is a subjective determination of the most highly rated Phase Two proposals and will be established in the event that discussions with Offerors are required in Phase Two. In such an event, the Contracting Officer will establish a competitive range of all the most highly rated Phase Two proposals.

8.4.2. If discussions are held, the Government may engage in a broad give and take with each Offeror in the competitive range, in accordance with FAR 15.306 (d). The Government will provide the Offeror an advance agenda for the discussions. During discussions, the Government may ask the Offeror to further explain its proposal and to answer questions about it.

8.4.3. Upon conclusion of discussions, those Offerors still considered the most highly rated, will be afforded an opportunity to submit their Phase Two proposal revisions, if any, for final evaluation.

8.5. PHASE ONE PROPOSAL

The Phase One evaluation will be considered only to determine which offerors will be **encouraged selected** to move on to Phase Two. It will not be considered during the Phase Two evaluation nor will it be considered in making the final determination of which offers are the most beneficial to the Government and therefore provide the best overall value. ~~The Contracting Officer may use Phase One information for the purpose of determining Offeror responsibility.~~

ATTACHMENT 5 – KEY PERSONNEL RESUME AND COMMITMENT STATEMENT

PHASE TWO
ATTACHMENT 5
KEY PERSONNEL RÉSUMÉ **AND** COMMITMENT STATEMENT

Provide information, listed below, on separate sheets (i.e. no more than one resume per page) showing qualifications for the key personnel positions identified in Division 01 of the solicitation. Do not exceed 1 page per resume.
NOTE: Match the positions on this page to the list of key personnel in the narrative submission requirements.

- a. Name and Title: _____
- b. Assignment on this Contract: _____
- c. Name of Firm: _____
- d. No. of Years: With this Firm _____ With other Firms _____
- e. Education: Degree(s)/Year/Specialization: _____
- f. Active Registration, if any: No. _____, State(s) _____.
First Year/ Current Year _____/_____
- g. Describe Your Specific Experience and Qualifications Relevant to this Contract: _____
- h. Commitment Statement: I hereby make the unequivocal commitment that, in the event of an award of a contact to (Fill in name of Offeror), that I will fulfill the duty of (Job Title).

Signed: _____

Date: _____

ATTACHMENT 6 – COST BREAKDOWN

PHASE TWO - TAB A
COST BREAKDOWN
SECTION 00 22 20 – ATTACHMENT 6

****THIS IS A SAMPLE ONLY. A MORE DEFINED PRICING TEMPLATE WILL BE ISSUED WITH THE AMENDMENT CONTAINING THE INITIAL TASK ORDERS****

Labor Man-Hours	
Direct Labor Cost	\$
Direct Equipment Cost	\$
Direct Materials Cost	\$
Subcontractor Cost	\$
Total Direct Cost	\$
Field Office Overhead (FOOH)	\$
Home Office Overhead (HOOH)	\$
Bond	\$
Overhead/Indirect Cost	\$
Profit	\$
TOTAL PROPOSED COST	\$

SECTION 00 45 00 - REPRESENTATIONS AND CERTIFICATIONS

The following have been added by full text:

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
TO BE PROVIDED WITH TASK ORDER RFP	TO BE PROVIDED WITH TASK ORDER RFP

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is

TO BE PROVIDED WITH TASK ORDER RFP

(End of provision)

The following have been modified:

52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEBRUARY 2001)

(a) Definition.

Forced or indentured child labor means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed endproducts from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Product	Countries
Bamboo	Burma
Beans (green, soy, yellow)	Burma
Brazil Nuts/Chestnuts	Bolivia
Bricks	Burma, China, India, Nepal, Pakistan
Carpets	Nepal, Pakistan
Charcoal	Brazil
Coal	Pakistan
Coca (stimulant plant)	Colombia
Cocoa	Cote d'Ivoire, Nigeria
Coffee	Cote d'Ivoire
Cotton	Benin, Burkina Faso, China, Tajikistan, Uzbekistan
Cottonseed (hybrid)	India
Diamonds	Sierra Leone
Electronics	China
Embroidered Textiles (zari)	India, Nepal
Garments	Argentina, India, Thailand
Gold	Burkina Faso
Granite	Nigeria
Gravel (crushed stones)	Nigeria
Pornography	Russia

Rice	Burma, India, Mali
Rubber	Burma
Shrimp	Thailand
Stones	India, Nepal
Sugarcane	Bolivia, Burma
Teak	Burma
Tilapia (fish)	Ghana
Tobacco	Malawi
Toys	China

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

() (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

() (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

The following have been deleted from page 68 of 360 of the original RFP since they are duplicates:

52.222-18	Certification Regarding Knowledge of Child Labor for Listed FEB 2001 End Products	
52.222-23	Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction	FEB 1999

SECTION 00 72 00 - CONTRACT CLAUSES

The following have been modified:

52.244-2 SUBCONTRACTS (JUN 2007)

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

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.
purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

ANY SUBCONTRACT OVER \$650,000.00

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting—
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
 - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.
 - (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—
 - (1) Of the acceptability of any subcontract terms or conditions;
 - (2) Of the allowability of any cost under this contract; or
 - (3) To relieve the Contractor of any responsibility for performing this contract.
 - (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
 - (h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.
 - (i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.
 - (j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(End of clause)

SECTION 00 73 00 - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

SPECIAL CONTRACT REQUIREMENTS

SECTION 00 73 00 (ID/IQ)

SPECIAL CONTRACT REQUIREMENTS

1.0 GENERAL

1.1 REFERENCES – NOT USED

1.2 DESIGN/BUILD CONTRACT – ORDER OF PRECEDENCE

1.3 **TASK ORDER PROCEDURES**

1.4 SELF-PERFORMANCE OF WORK BY THE PRIME CONTRACTOR

1.5 KEY PERSONNEL, SUBCONTRACTORS AND OUTSIDE ASSOCIATES OR CONSULTANTS

1.6 RESPONSIBILITY OF THE CONTRACTOR FOR DESIGN

1.7 WARRANTY OF DESIGN (FIRM-FIXED PRICE DESIGN-BUILD CONTRACT)

1.8 CONSTRUCTOR'S ROLE DURING DESIGN

1.9 VALUE ENGINEERING AFTER AWARD

1.10 DEVIATING FROM THE ACCEPTED DESIGN

1.11 GOVERNMENT-FURNISHED RFP DRAWINGS, SURVEYS AND SPECIFICATIONS

1.12 GOVERNMENT-FURNISHED SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION

1.13 GOVERNMENT RE-USE OF DESIGN

1.14 US ARMY CORPS OF ENGINEERS SAFETY AND HEALTH REQUIREMENTS MANUAL

1.15 SUPPLEMENTAL PRICE BREAKDOWN INFORMATION

1.16 RESERVED

1.17 COORDINATION WITH OTHER CONTRACTORS

1.18 CONTRACTOR PERFORMANCE EVALUATION

1.19 NOTICE TO PROCEED

1.20 BONDING REQUIREMENTS

1.21 SCHEDULES, PLANS, AND SUBMITTALS REQUIRED BY THE TECHNICAL SPECIFICATIONS

1.22 INDEFINITE-DELIVERY CONTRACTS

1.23 RESERVED

1.24 ORGANIZATIONAL CONFLICT OF INTEREST CLAUSES

1.25 SEQUENCE OF DESIGN-CONSTRUCTION

1.26 RESERVED

1.27 CONTRACTOR LIAISON WITH HOST GOVERNMENT

1.28 ENGLISH SPEAKING REPRESENTATIVE

1.29 IDENTIFICATION OF EMPLOYEES

1.30 OTHER WORK

1.31 SUBMITTING PAY ESTIMATES AND PAYMENTS TO THE CONTRACTOR

1.32 CONTRACTOR'S RADIO COMMUNICATION FACILITY

1.33 RESERVED

1.34 IMPLEMENTING EQUIPMENT GUARANTEES

1.35 SAFEGUARDING OF INFORMATION

1.36 REQUIRED INSURANCE

1.37 WORKERS COMPENSATION INSURANCE (DEFENSE BASE ACT) – CONSTRUCTION

1.38 PUBLIC RELEASE OF INFORMATION

1.39 MEDIA RELATIONS

1.40 PRINTED MATERIALS

1.41 IRREVOCABLE LETTER OF CREDIT (ILC)

1.42 PRECONSTRUCTION MEETING

1.43 MILITARY BASE SECURITY

1.44 MILITARY BASE RULES AND REGULATIONS

1.45 RESERVED

1.46 CONFIRMATION OF PAYMENTS TO ALL LOWER TIER SUBCONTRACTORS

1.47 INSTALLATION ACCESS

1.48 INDIVIDUALS/WORKERS FROM COUNTRIES OF CONCERN

1.49 OPERATIONS AND STORAGE AREAS

2.0 TASK ORDER SPECIFIC CLAUSES

3.0 JCC-I/A CLAUSES

4.0 OTHER

1.0 GENERAL

1.1 REFERENCES - NOT USED

1.2 DESIGN/BUILD CONTRACT - ORDER OF PRECEDENCE

(a) The contract includes the standard contract clauses and schedules current at the time of contract award. It entails

(1) the solicitation in its entirety, including all drawings, cuts, and illustrations, and any amendments, and (2) the successful offeror's accepted proposal. The contract constitutes and defines the entire agreement between the Contractor and the Government. No documentation shall be omitted which in any way bears upon the terms of that agreement.

(b) In the event of conflict or inconsistency between any of the provisions of this contract, precedence shall be given in the following order:

(1) The provisions of the solicitations. (See also contract Clause: 52.236- 21, SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION.)

(2) All other provisions of the accepted proposal.

(3) Any design products including, but not limited to, plans, specifications, engineering studies and analyses, shop drawings, equipment installation drawings, etc. These are "deliverables" under the contract and are not part of the contract itself. Design products must conform to all provisions of the contract, in the order of precedence herein.

1.3 TASK ORDER PROCEDURES

(1) All multiple award contractors will be provided a fair opportunity to be considered for each task order unless the Contracting Officer determines that:

(a) The Government's need for the supplies or services is so urgent that providing a fair opportunity to all contractors would result in unacceptable delays;

(b) Only one of the contractors is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized;

(c) The task order must be issued on a sole source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order; or

(d) It is necessary to place an order to satisfy a minimum guarantee.

(2) In those instances that meet one or more of the non-competitive exceptions in subparagraph (1) above, the Contracting Officer will issue a task order scope of work, as detailed as circumstances and the situation allow, requesting a complete and detailed price proposal from the given contractor. The contractor involved shall provide the Contracting Officer a detailed price proposal. A price proposal shall address to the extent practicable:

(a) The comprehensive technical and management approach to accomplish the task order work along with a draft scope of work, where appropriate, prepared by the contractor as its recommendation on how that work is to proceed;

(b) Detailed cost or pricing in accordance with the instruction set forth in the Task Order and FAR 15.403-5;

(c) Proposed schedule for completing the task order effort;

(d) Any other requested and/or pertinent information.

(3) When a price proposal is received in accordance with subparagraph (2) above, the Contracting Officer and the government's technical and pricing representatives will evaluate that proposal, conduct discussions/negotiations if necessary, settle a price and award the task order.

(4) Contractors will be provided as fair an opportunity as possible to be considered for those task order requirements that do not fall within any non-competitive exception detailed in subparagraph (1). The Contracting Officer may make deviations to this process as circumstances dictate. All proposals will be requested from contractors based upon a Statement of Work that has been either furnished by the Government or prepared by a contractor and approved by the Government.

(5) The Government will reserve the right to award task orders without prior discussions. Unsuccessful offerors will be notified in accordance with FAR 15.503(b). The two processes for competitive actions are as follows:

(a) Competitive – Streamlined Process: The Government shall issue a task order scope of work describing specific work to be performed, the performance period required, and critical milestones involved. Based on this task order scope of work involved, the contractor will provide work plans within five workdays or as otherwise stated in the scope of work. The following information shall be included unless indicated otherwise: (i) A maximum of five pages outlining the Contractor's concept of approach to satisfy the Government's technical and performance requirements; (ii) a price proposal in the level of detail sufficient to enable analysis by the Government, or a Rough Order of Magnitude (ROM) Performance Estimate including the Contractor's total ROM cost of the project with fee rate identified, whichever method is specified by the Contracting Officer; (iii) the estimated period of performance, labor skill mix with the estimate of hours to complete the task and other cost factors, i.e. materials, subcontracts, etc.; and (iv) other documents or submissions required in the task order scope of work. The Government will evaluate the Contractor's submissions, the Contractor's past performance on this and other task orders, and the price proposal or ROM cost estimate, whichever was specified. Based on the Government's evaluation, the selected contractor will be requested to submit an original and specified numbers of copies of a complete, detailed proposal. This final proposal shall address: (i) The comprehensive technical and management approach to accomplish the work; (ii) Cost and pricing information to support the estimated cost for each task order; (iii) Proposed schedule for completing the task order effort; and (iv) Any other requested and/or pertinent information that has been requested by the Contracting Officer. Upon proposal receipt, the Contracting Officer and Government's technical representatives, will evaluate the submission, conduct discussion/negotiations if necessary and award the task order.

(b) Competitive – Full Process: The Government shall issue all contractors a task order scope of work describing specific work and dates items are required, anticipated performance period, and critical milestones that describes the overall task order performance requirement. The Contractors shall provide the Contracting Officer an original and copies (as specified) of a complete, detailed proposal as already outlined above. Upon proposal receipt, the Contracting Officer and Technical Representatives will review all proposals, conduct discussions as determined necessary by the Contracting Officer, and make award consistent with the evaluation criteria set out in each Task Order Request for Proposal (RFP). Under the provisions of the Federal Acquisition Streamlining Act of 1994, 10 U.S.C. 2304 (c) (Public Law 103-355), a protest is not authorized in connection with the issuance or proposed issuance of an individual task order except for a protest on the grounds that the order increased the scope, period, or maximum value of the contract under which the order is issued.

(c) Task Order Ombudsman: The Task Order ombudsman is responsible for reviewing complaints from multiple award contractors and ensuring that all of the contractors are afforded a fair opportunity to be considered for Task Orders consistent with procedures in the contract. However, it is not within the designated Task Order contract ombudsman's authority to prevent the issuance of an order or disturb an

existing order. The designated Task Order ombudsman for this contract is PARC-WIN, 255 Fort Collier Road, Winchester, VA 22601.

1.4 SELF-PERFORMANCE OF WORK BY THE PRIME CONTRACTOR

- (a) The following describes the applicable clause or requirement for self-performance of work by the Contractor, depending upon the type of solicitation (e.g., unrestricted or full or partial set-aside) and/or whether or not a price evaluation preference was provided for in the source selection evaluation.
- (b) Contract clause 52.236-1, PERFORMANCE OF WORK BY THE CONTRACTOR, is applicable to unrestricted procurement contract awards to any business except as explained in paragraphs c. and e., below.
- (c) Contract Clause 52.219-14, LIMITATIONS ON SUBCONTRACTING, is the applicable requirement for awards to small business concerns for solicitations that were fully or partially set-aside for Small Business, 8(a), or award to a small disadvantaged business (SDB) concern on an unrestricted procurement where an SDB concern has claimed a price evaluation preference (but see next paragraph for suspension of the SDB price preference).
- (d) The Director of Defense Procurement and Acquisition Policy has suspended the use of the price evaluation adjustment for SDBs in DoD procurements (FAR Clause 52.219-23), as required by 10 U.S.C. 2323(e)(3), because DoD exceeded its 5 percent goal for contract awards to SDBs in fiscal year **2008**. The suspension will be in effect for 1 year and will be reevaluated based on the level of DoD contract awards to SDBs achieved in fiscal year **2009**. **This suspension applies to all solicitations issued during the period from March 13, 2009 to March 12, 2010.** Said FAR Clause is not included in or made a part of this RFP. FAR Clause 52.219-4, relating to a 10% price evaluation preference for HUB ZONE small business concerns, is included in and made a part of this RFP. PLEASE NOTE HOWEVER, that paragraph (b) (3) of the FAR Clause 52.219-4, is inapplicable also due to the referenced suspension of FAR Clause 52.219-23.

1.5 KEY PERSONNEL, SUBCONTRACTORS AND OUTSIDE ASSOCIATES OR CONSULTANTS

In connection with this contract, any in-house personnel, subcontractors, and outside associates or consultants will be limited to individuals or firms that were specifically identified in the Contractor's accepted proposal. The Contractor shall obtain the Contracting Officer's written consent before making any substitution for these designated in-house personnel, subcontractors, associates, or consultants. If the Contractor proposes a substitution, it shall submit the same type of information that was submitted in the accepted proposal to the Contracting Officer for evaluation and approval. The level of qualifications and experience submitted in the accepted proposal or that required by the Solicitation, whichever is greater, is the minimum standard for any substitution. This proposed substitution shall be made in a timely manner.

1.6 RESPONSIBILITY OF THE CONTRACTOR FOR DESIGN

- (a) The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other non-construction services furnished by the Contractor under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiency in its designs, drawings, specifications, and other non-construction services and perform any necessary rework or modifications, including any damage to real or personal property, resulting from the design error or omission.
- (b) The standard of care for all design services performed under this agreement shall be the care and skill ordinarily used by members of the architectural or engineering professions practicing under similar conditions at the same time and locality. Notwithstanding the above, in the event that the contract specifies that portions of the Work be performed in accordance with a performance standard, the design services shall be performed so as to achieve such standards.
- (c) Neither the Government's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract. The Contractor shall be and remain liable to the Government in accordance

with applicable law for all damages to the Government caused by the Contractor's negligent performance of any of these services furnished under this contract.

(d) The rights and remedies of the Government provided for under this contract are in addition to any other rights and remedies provided by law.

(e) If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

1.7 WARRANTY OF DESIGN (FIRM-FIXED PRICE DESIGN-BUILD CONTRACT)

(a) The Contractor warrants that the design shall be performed in accordance with the Contract requirements. Design and design related construction not conforming to the Contract requirements shall be corrected at no additional cost to the Government. The standard of care for design is defined in paragraph (b) of Special Contract Requirement RESPONSIBILITY OF THE CONTRACTOR FOR DESIGN.

(b) The period of this warranty shall commence upon final completion and the Government's acceptance of the work, or in the case of the Government's beneficial occupancy of all or part of the work for its convenience, prior to final completion and acceptance, at the time of such occupancy.

(c) This design warranty shall be effective from the above event through the Statute of Limitations and Statute of Repose, as applicable to the state that the project is located in.

(d) The rights and remedies of the Government provided for under this clause are in addition to any other rights and remedies provided in this contract or by law.

1.8 CONSTRUCTOR'S ROLE DURING DESIGN

The Contractor's construction management key personnel shall be actively involved during the design process to effectively integrate the design and construction requirements of this contract. In addition to the typical required construction activities, the constructor's involvement includes, but is not limited to actions such as: integrating the design schedule into the Master Schedule to maximize the effectiveness of fast-tracking design and construction (within the limits allowed in the contract), ensuring constructability and economy of the design, integrating the shop drawing and installation drawing process into the design, executing the material and equipment acquisition programs to meet critical schedules, effectively interfacing the construction QC program with the design QC program, and maintaining and providing the design team with accurate, up-to-date redline and as-built documentation. The Contractor shall require and manage the active involvement of key trade subcontractors in the above activities.

1.9 VALUE ENGINEERING AFTER AWARD

(a) In reference to Contract Clause 52.248-3, VALUE ENGINEERING - CONSTRUCTION, the Government may refuse to entertain a "Value Engineering Change Proposal" (VECP) for those "performance oriented" aspects of the Solicitation documents which were addressed in the Contractor's accepted contract proposal and which were evaluated in competition with other offerors for award of this contract.

(b) The Government may consider a VECP for those "prescriptive" aspects of the Solicitation documents, not addressed in the Contractor's accepted contract proposal or addressed but evaluated only for minimum conformance with the Solicitation requirements.

(c) For purposes of this clause, the term "performance oriented" refers to those aspects of the design criteria or other contract requirements which allow the Offeror or Contractor certain latitude, choice of and flexibility to propose in its accepted contract offer a choice of design, technical approach, design solution, construction approach or other approach to fulfill the contract requirements. Such requirements generally tend to be expressed in terms of functions to be performed, performance required or essential physical characteristics, without dictating a specific process or specific design solution for achieving the desired result.

(d) In contrast, for purposes of this clause, the term “prescriptive” refers to those aspects of the design criteria or other Solicitation requirements wherein the Government expressed the design solution or other requirements in terms of specific materials, approaches, systems and/or processes to be used. Prescriptive aspects typically allow the Offerors little or no freedom in the choice of design approach, materials, fabrication techniques, methods of installation or other approach to fulfill the contract requirements.

1.10 DEVIATING FROM THE ACCEPTED DESIGN

(a) The Contractor shall obtain the approval of the Designer of Record and the Government's concurrence for any Contractor proposed revision to the professionally stamped and sealed and Government reviewed and concurred design, before proceeding with the revision.

(b) The Government reserves the right to non-concur with any revision to the design, which may impact furniture, furnishings, equipment selections or operations decisions that were made, based on the reviewed and concurred design.

(c) Any revision to the design, which deviates from the contract requirements (i.e., the Request for Proposals and the accepted proposal), will require a modification, pursuant to the Changes clause, in addition to Government concurrence. The Government reserves the right to disapprove such a revision.

(d) Unless the Government initiates a change to the contract requirements, or the Government determines that the Government furnished design criteria are incorrect and must be revised, any Contractor initiated proposed change to the contract requirements, which results in additional cost, shall strictly be at the Contractor's expense.

(e) The Contractor shall track all approved revisions to the reviewed and accepted design and shall incorporate them into the as-built design documentation, in accordance with agreed procedures. The Designer of Record shall document its professional concurrence on the as-builts for any revisions in the stamped and sealed drawings and specifications.

1.11 GOVERNMENT-FURNISHED RFP DRAWINGS, SURVEYS AND SPECIFICATIONS

This is to clarify that contract clause 252.236-7001, CONTRACT DRAWINGS AND SPECIFICATIONS, refers to any Government-furnished design or design criteria included in the Request for Proposal (RFP).

1.12 GOVERNMENT-FURNISHED SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION

This is to clarify that contract clause 252.236-21, SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION, refers to any specifications and drawings furnished in the Request for Proposal (RFP). The term “specifications” refers to the design criteria or scope of work, in addition to any attached specifications.

1.13 GOVERNMENT RE-USE OF DESIGN

In conjunction with the Clause 252.227-7022, GOVERNMENT RIGHTS UNLIMITED, the Government will not ask for additional originals or copies of the design works after the Contractor provides all required design documentation and as-built documentation under the instant contract. Further, if the Government uses the design for other projects without additional compensation to the Contractor for re-use, the Government releases the Contractor from liability in the design on the other projects, due to defects in the design that are not the result of fraud, gross mistake as amounts to fraud, gross negligence or intentional misrepresentation.

1.14 US ARMY CORPS OF ENGINEERS SAFETY AND HEALTH REQUIREMENTS MANUAL

In accordance with Contract Clause 52.236-13, ACCIDENT PREVENTION, the Contractor shall comply with the latest version of Engineer Manual 385-1-1, including any interim revisions, in effect at the time of the solicitation. For task orders, the effective date of the Engineer Manual and any interim revisions will be the date of the request

for task order proposal. EM 385-1-1 and its changes are available at <http://www.hq.usace.army.mil/hqhome/>. At the HQ homepage, select HQ Offices, scroll to Safety & Occ. Health; at the Safety and Occupational Health Home page, select EM 385-1-1, then most recent dated edition & changes, English Version (controlling with changes), then Changes to EM 385-1-1.

The prime contractor shall carry out the requirements contained in EM 385-1-1 in accordance with the following:

Report accidents in accordance with EM 385-1-1 and record accident investigations on ENG Form 3394 in accordance with the OSHA requirements at 29 CFR Part 1904. Provide to the Government Designated Authority (GDA) as specified locally.

Complete the "USACE Contractor Monthly Summary Record of Injuries/Illness and Work Hour Exposure" (for prime and its subcontractors) and forward to the GDA no later than close of business (COB) the 10th day of the following month. For example, work performed for the month of February 2005 shall be recorded and provided to the GDA by COB 10 March 2005. The method of transmission by the prime contractor to the GDA shall be locally prescribed (electronic, hardcopy).

1.15 SUPPLEMENTAL PRICE BREAKDOWN INFORMATION

After each task order award, the Government will require the Contractor to provide a cost breakdown of each facility by square foot, including major building systems to the five-foot line, for programming validation purposes. There will be no separate payment for this information and the Contractor shall include it in the contract price. The Government will provide a format with the directive.

1.16 RESERVED

1.17 COORDINATION WITH OTHER CONTRACTORS

Task orders may be executed on sites with multiple contractors. Minimize interference and inconvenience through cooperation with other authorized contractors. See Contract Clause 52.236-8, Other Contracts.

1.18 CONTRACTOR PERFORMANCE EVALUATION

In accordance with the provisions of Subpart 36.201 (Evaluation of Contractor Performance) of the Federal Acquisition Regulation (FAR), construction contractor's performance shall be evaluated throughout the performance of the contract. The United States Army Corps of Engineers (USACE) follows the procedures outlined in Engineering Regulation 415-1-17 to fulfill this FAR requirement. For construction contracts and task orders awarded at or above \$100,000.00, the USACE will evaluate contractor's performance and prepare a performance report using the Construction Contractor Appraisal Support System (CCASS), which is now a web-based system. After an evaluation (interim or final) is written up by the USACE, the contractor will have the ability to access, review and comment on the evaluation for a period of 30 days. Accessing and using CCASS requires specific software, called PKI certification, which is installed on the user's computer. The certification is a Department of Defense requirement and was implemented to provide security in electronic transactions. The certification software could cost approximately \$110 - \$125 per certificate per year and is purchased from an External Certificate Authorities (ECA) vendor. Current information about the PKI certification process and for contacting vendors can be found on the web site: <http://www.cpars.csd.disa.mil/>. If the Contractor wishes to participate in the performance evaluation process, access to CCASS and PKI certification is the sole responsibility of the Contractor.

1.19 NOTICE TO PROCEED

Proof of insurance must be provided within 10 calendar days of contract award. Performance and payment bonds must be provided within 15 calendar days of the contractor's receipt of the Task Order. A Notice to Proceed for each Task Order will not be issued until the Government is in receipt of proof of insurance and acceptable performance and payment bonds.

1.20 BONDING REQUIREMENTS

Performance and payment bonds will be provided on a task-order basis, except that if a task order is not issued concurrently with the contract award or the exercise of an option period, the Contractor will be required to provide a performance and a payment bond each in the amount of 100% of the minimum guaranteed amount (\$) for the base period. When the next subsequent task order is issued, the contractor will be required to either increase the penal amounts of the existing bonds or obtain additional or new bonds such that the penal amounts of the performance and payment bonds each equal 100% of the task order price.

1.21 SCHEDULES, PLANS, AND SUBMITTALS REQUIRED BY THE TECHNICAL SPECIFICATIONS

The Contractor will be required to provide the schedule, plans, and submittals required by the Technical Specifications on a Task Order basis, unless otherwise directed by the Contracting Officer.

1.22 INDEFINITE-DELIVERY CONTRACTS

(a) This contract is an indefinite-delivery indefinite-quantity (IDIQ) contract. All work shall be performed through issuance of task orders. The Contractor shall perform no work under this contract unless a written task order, signed by the Contracting Officer, has been issued by the Government. The Contractor shall complete all work described in the scope of work for each task order within the performance period of each task order. A US Army Corps of Engineers, Middle East District, Contracting Officer is the only person authorized to issue task orders against this contract, unless otherwise authorized by the Contracting Officer. Task Orders may be issued via FACSIMILE, with hard copy of the task order to follow. The effective date of the task order, if FACSIMILE is used, is the date the Government receives verbal or written confirmation of receipt from the Contractor.

(b) The Government reserves its right to conduct individual Task Order competitions by the use of any procurement method authorized by law, e.g. best value; lowest-price, technically acceptable; sealed bid, etc. Such method will be clearly communicated to MATOC awardees in the requisite Request for Proposal (RFP) for each Task Order. Fixed price task orders will be awarded based on the criteria set forth in each Task Order RFP. After acceptance of the fixed price task order by the Contractor, the contract price will only be adjusted to reflect changes in scope or conditions governed by other clauses (differing site conditions, etc.).

(c) The overall contract period has a guaranteed minimum amount of \$10,000. The Contractor shall be paid the guaranteed minimum only if work equal to or exceeding the guaranteed minimum is not ordered in the ordering period of the contract. Funds other than the stated guaranteed minimum shall be obligated by issuance of individual task orders and not by this contract. Fund availability evidence shall be cited on each task order issued under the contract. The total estimated amount for the basic contract period and option periods is as stated in the Pricing Schedule, Section 00 11 00.

(d) In the event of any inconsistency between the contract and any task order, the terms and conditions of the contract shall control.

The scope of the initial task orders includes all work required to design-build or construct the projects identified. The work shall be in accordance with the Request for Proposal documents issued with the initial task orders.

Task Order Competition - Once all the MATOCs are awarded, task orders will be awarded against the basic ID/IQ contracts using the fair opportunity procedures discussed in FAR 16.5 in addition to the competitive source selection procedures identified in Section 863 of Public Law 107-107 and implemented in DFARS 216.505-70. Each order exceeding \$3,000.00 will be awarded on a competitive basis in accordance with FAR 16.505 and DFARS 216.505-70 (c), unless an exception described in FAR 16.505(b)(2)(i) through (iv) or DFARS 216.505-70(b)(1) applies. The unique selection criteria for each task order award will be provided in the task order request for proposal. However, the typical evaluation criteria utilized at the task order level will be:

- 1) Technical approach (resourcing plan, personnel qualifications, regulatory interface relationships, alternate language and cultural requirements, work plan acceptance, clear understanding of work requirements, geographic experience, technical approach, technical competency, and/or overall strategy for work execution – some or all will be used in each task order competition as determined necessary),
- 2) Subcontracting Plan Addendum (for US large business) is only applicable for that portion of the work contemplated to be performed in the US.
- 3) Utilization of U.S. Small/Local Foreign Business Plan Addendum is required for all awardees.
- 4) Price/price-related factors.

The evaluation will be conducted in strict accordance with the selection criteria identified in the task order request for proposal documents and documented in accordance with local policy and procedures.

1.23 RESERVED

1.24 ORGANIZATIONAL CONFLICT OF INTEREST CLAUSES

(a) Organizational Conflict of Interest (This clause is applicable to task orders which contain requirements for assessment and analyses of designs and specifications prepared by others.)

Since the services to be performed under this contract include the assessment and review of or comment on designs and specifications, scopes of work or work statements prepared by others, it is understood and agreed, pursuant to Subpart 9.505 of the Federal Acquisition Regulation that:

- (i) The Contractor and its affiliates, associates, subsidiaries, subcontractors, and consultants are hereby prohibited from and shall not submit bids or offers or otherwise participate directly or indirectly in the preparation of any response to any solicitation issued by the Government or perform any portion of a contract awarded by the Government, which includes all or any portion of the documents assessed, reviewed or commented upon by the Contractor under this contract.
- (ii) The Contractor has informed its affiliates, associates, subsidiaries, subcontractors, and consultants of this restriction and obtained its concurrence in it prior to execution of this contract.
- (iii) The Contractor agrees to hold the Government harmless and reimburse the Government for any monetary damages or costs the Government may incur as a result of suit or legal action instituted by the Contractor's affiliates, associates, subsidiaries, subcontractors or consultants because of the Government's subsequent rejection of bids or offers submitted by such entities in response to any solicitation identified in subparagraph a above.
- (iv) Subparagraphs a and c shall likewise apply to any affiliates, associates, subsidiaries, subcontractors and consultants established subsequent to award of this contract.
- (v) This restriction is limited to either (a) the initial solicitation(s) issued by the Government which includes the designs or specifications, scopes of work or work statements assessed, reviewed or commented upon under the contract and which results in an award of a contract, or (b) a period of 2 years from the date of issuance of the final payment under this contract, whichever occurs first.

(b) Organizational Conflict of Interest (This clause is applicable to task orders which contain requirements for the design of certain facilities or equipment and for which FAR 9.505-2 applies:)

Since the services to be performed under this contract include the design of certain facilities or equipment, it is understood and agreed, pursuant to Subpart 9.505 of the Federal Acquisition Regulation that:

- (i) Subpart 9.505-2 of the Federal Acquisition Regulation is applicable to this contract;
- (ii) The Contractor and its affiliates, associates, subsidiaries, subcontractors, and consultants are hereby prohibited from and shall not submit bids or offers or otherwise participate directly or indirectly in the preparation of any

response to any solicitation issued by the Government or perform any portion of a contract awarded by the Government, which includes all or any portion of the facilities or equipment designed or redesigned by the Contractor under this contract.

(iii) The Contractor has informed its affiliates, associates, subsidiaries, subcontractors, and consultants of this restriction and obtained its concurrence in it prior to execution of this contract.

(iv) The Contractor agrees to hold the Government harmless and reimburse the Government for any monetary damages or costs the Government may incur as a result of suit or legal action instituted by the Contractor's affiliates, associates, subsidiaries, subcontractors or consultants because of the Government's subsequent rejection of bids or offers submitted by such entities in response to any solicitation identified in subparagraph ii above.

(v) Subparagraphs ii and iv shall likewise apply to any affiliates, associates, subsidiaries, subcontractors and consultants established subsequent to award of this contract.

(vi) This restriction is limited to either (a) the initial solicitation(s) issued by the Government which results in an award of a contract, or (b) a period of 2 years from the date of issuance of the final payment under this contract, whichever occurs first.

(c) Organizational Conflict of Interest (This clause is applicable to task orders which contain requirements for the design of certain facilities or equipment and for which FAR 9.505-2 does not apply:)

Since the services to be performed under this contract include the criteria development of certain facilities or equipment, it is understood and agreed, pursuant to Subpart 9.505 of the Federal Acquisition Regulation that:

(i) The Contractor and its affiliates, associates, subsidiaries, subcontractors, and consultants are hereby prohibited from and shall not submit bids or offers or otherwise participate directly or indirectly in the preparation of any response to any solicitation issued by the Government or perform any portion of a contract awarded by the Government, which includes all or any portion of the facilities or equipment for which criteria has been developed by the Contractor under this contract.

(ii) The Contractor has informed its affiliates, associates, subsidiaries, subcontractors, and consultants of this restriction and obtained its concurrence in it prior to execution of this contract.

(iii) The Contractor agrees to hold the Government harmless and reimburse the Government for any monetary damages or costs the Government may incur as a result of suit or legal action instituted by the Contractor's affiliates, associates, subsidiaries, subcontractors or consultants because of the Government's subsequent rejection of bids or offers submitted by such entities in response to any solicitation identified in subparagraph a above.

(iv) Subparagraphs a and c shall likewise apply to any affiliates, associates, subsidiaries, subcontractors and consultants established subsequent to award of this contract.

(v) This restriction is limited to either (a) the initial solicitation(s) issued by the Government which results in an award of a contract, or (b) a period of 2 years from the date of issuance of the final payment under this contract, whichever occurs first.

(d) Organizational Conflict of Interest (This clause is applicable to task orders which contain requirements for the design of certain facilities or equipment, the development of criteria for certain facilities or equipment, the development of scopes of work for follow-on design or services contracts, and the development of technical specifications, design guide specifications, construction specifications or performance specifications.)

Since the services to be performed under this contract include the design of certain facilities or equipment, the development of criteria for certain facilities or equipment, the development of scopes of work for follow-on design or services contracts, and the development of technical specifications, design guide specifications, construction specifications or performance specifications, it is understood and agreed, pursuant to Subpart 9.505 of the Federal Acquisition Regulation that:

- (i) Subpart 9.505-2 of the Federal Acquisition Regulation is applicable to this contract;
- (ii) The Contractor and its affiliates, associates, subsidiaries, subcontractors, and consultants are hereby prohibited from and shall not submit bids or offers or otherwise participate directly or indirectly in the preparation of any response to a solicitation issued by the Government or perform any portion of a contract awarded by the Government, which includes all or any portion of the facilities or equipment designed or redesigned by the Contractor under this contract, that includes the criteria for certain facilities or equipment developed by the Contractor under this contract, or contains the scopes of work or technical, design guide, construction or performance specifications developed under this contract.
- (iii) The Contractor has informed its affiliates, associates, subsidiaries, subcontractors, and consultants of this restriction and obtained its concurrence in it prior to execution of this contract.
- (iv) The Contractor agrees to hold the Government harmless and reimburse the Government for any monetary damages or costs the Government may incur as a result of suit or legal action instituted by the Contractor's affiliates, associates, subsidiaries, subcontractors or consultants because of the Government's subsequent rejection of bids or offers submitted by such entities in response to any solicitation identified in subparagraph b above.
- (v) Subparagraphs ii and iv shall likewise apply to any affiliates, associates, subsidiaries, subcontractors and consultants established subsequent to award of this contract.
- (vi) This restriction is limited to either (a) the initial solicitation(s) issued by the Government which results in an award of a contract, or (b) a period of 2 years from the date of issuance of the final payment under this contract, whichever occurs first.

1.25 SEQUENCE OF DESIGN-CONSTRUCTION

- (a) After receipt of the Contract Notice to Proceed (NTP) the Contractor shall initiate design, comply with all design submission requirements as covered under Division 01 General Requirements, and obtain Government review of each submission. No construction may be started, until the Government reviews the Final Design submission and determines it satisfactory for purposes of beginning construction. The ACO or COR will notify the Contractor when the design is cleared for construction. The Government will not grant any time extension for any design resubmittal required when, in the opinion of the ACO or COR, the initial submission failed to meet the minimum quality requirements as set forth in the Contract.
- (b) If the Government allows the Contractor to proceed with limited construction based on pending minor revisions to the reviewed Final Design submission, no payment will be made for any in-place construction related to the pending revisions until they are completed, resubmitted and are satisfactory to the Government.
- (c) No payment will be made for any in-place construction until all required submittals have been made, reviewed and are satisfactory to the Government.

1.26 RESERVED

1.27 CONTRACTOR LIAISON WITH HOST GOVERNMENT

All communication by the Contractor with all officials, representatives and/or offices of the Host Government in all matters pertaining to the design or construction of this contract, shall be through and in full liaison with the Contracting Officer. This does not relinquish Contractor responsibility for obtaining routine items to conduct day-to-day business, such as visas, permits, and custom clearances.

1.28 ENGLISH SPEAKING REPRESENTATIVE

At all times when any performance of the work at any site is being conducted by any employee of the Contractor or his subcontractors, the Contractor shall have a representative present at each site who has the capability of receiving instructions in the English language, fluently speaking the English language and explaining the work operations to persons performing the work in the language that those performing the work are capable of understanding. The Contracting Officer shall have the right to determine whether the proposed representative has sufficient technical and lingual capabilities, and the Contractor shall immediately replace any individual not acceptable to the Contracting Officer.

1.29 IDENTIFICATION OF EMPLOYEES

The Contractor shall be responsible for furnishing to each employee engaged on the work to display such identification as may be approved and directed by the Contracting Officer. All prescribed identification shall immediately be delivered to the Contracting Officer for cancellation upon the release of any employee. When required by the Contracting Officer, the Contractor shall obtain and submit fingerprints of all persons employed or to be employed on the project.

1.30 OTHER WORK

The Contractor shall fully cooperate with other Contractors, utility companies, and Government employees engaged in other work on and/or adjacent to the work to be performed under this contract. The Contractor shall coordinate the work herein and the use of haul roads, aggregate sources, and utilities that become a joint responsibility. Any damage resulting from the use of facilities of other Contractors shall immediately be repaired to the satisfaction of, or as directed by the Contracting Officer.

1.31 SUBMITTING PAY ESTIMATES AND PAYMENTS TO THE CONTRACTOR

The Contractor shall use Engineer Form 93 (ENG 93), Payment Estimate – Contract Performance, as its request for payment. The ENG Form 93 shall be sent to the Contracting Officer's Representative for certification that the work invoiced has been performed. His mailing address for submission of the ENG Form 93 will be provided immediately upon appointment. The Project Manager is responsible for ensuring acceptance and approval for payment. Advance payments will not be made.

Payment will be made in U.S. Dollars.

The payment office is designated in Block 27 of the Standard Form 1442.

Method of Payment. Payment by Electronic Transfer

The Contractor must submit the certification at FAR Clause 52.232-5, paragraph (c) along with each request for progress payments.

1.32 CONTRACTOR'S RADIO COMMUNICATION FACILITY

The United States Government does not guarantee the Contractor the right to operate a radio communication facility. If the Contractor desires to establish a radio communication system, he will be responsible for obtaining all permits, licenses, and frequencies from the host government.

1.33 RESERVED

1.34 IMPLEMENTING EQUIPMENT GUARANTEES

When the completed facility or part of a facility is accepted by the Contracting Officer, and the work includes equipment covered by a guarantee which exceeds the warranty of construction period as specified, the Contractor shall furnish the following information to the Contracting Officer:

- a. A list of all items with make and model numbers.
- b. A copy of manufacturer's or vendor's guarantee documents which extend beyond the warranty of construction period.
- c. The date during which the Contractor's guarantee is in effect under the properly identified individual section and paragraph of the Technical Provisions each item of equipment on the list, indicating for each item the date of acceptance for the beginning of the guarantee period, either for beneficial use or final acceptance, whichever is earlier, and the expiration date of the guarantee period.
- d. Name of an authorized representative of the prime Contractor with complete address and telephone number, and the names, addresses, and telephone numbers of all subcontractors and/or equipment suppliers or manufacturers specifically designated in writing by the prime Contractor for direct contact by the Afghanistan Government for implementing the guarantee after transfer of the equipment.

1.35 SAFEGUARDING OF INFORMATION

The personnel employed on this contract may, in the performance of their assigned duties, have access to data and information pertaining to location of goods, supplies, parts, equipment, vehicles, and explosives. Knowledge of this nature is considered restricted security information. This information shall be protected and safeguarded against disclosure to any unauthorized person or party and shall be furnished or used on an official "need to know" basis only. Safeguarding of information is extended to dependents and guests of employees who may, in any manner, obtain knowledge of the Host Government military capacity. Taking of photographs of any airport, military installation, or military facility is prohibited.

1.36 REQUIRED INSURANCE

(a) The Contractor shall procure and maintain during the entire period of his performance under this contract the insurance required by the General Provisions of this contract entitled Workmen's compensation Insurance (Defense Base Act), and Workmen's Compensation and War Hazard Insurance Overseas. A blanket waiver of the provisions of the Defense Base Act is in effect for all employees of contractors and subcontractors working on Department of the Army contracts who are neither residents nor citizens of the United States, nor who were hired in the United States, at the following locations only:

Belgium	South America
Germany	Honduras
Japan	El Salvador
Oman	Qatar
United Arab Emirates	Botswana
Saudi Arabia	South Korea
Bahama Island	Territory of Guam
Kazakhstan	Israel
Italy	American Somoa
Turkey	

The waiver does not apply to any employees who are:

- (1) Hired in the United States by an contractor or subcontractor;
- (2) Residents of the United States; or
- (3) Citizens of the United States.

(b) Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate or written statement of required insurance. The policies evidencing required insurance shall contain an

endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the state in which this contract is to be performed in no event less than thirty (30) days after written notice thereof to the Contracting Officer.

1.37 WORKERS COMPENSATION INSURANCE (DEFENSE BASE ACT) – CONSTRUCTION (OCT 2009)

(a) This Special Contract Requirement supplements FAR Clause 52.228-3 Workers' Compensation Insurance (Defense Base Act).

(b) The contractor agrees to procure Defense Base Act (DBA) insurance pursuant to the terms of the contract between the U.S. Army Corps of Engineers (USACE) and CNA Insurance unless the contractor has a DBA self-insurance program approved by the Department of Labor. Proof of this self-insurance shall be provided to the Contracting Officer. The contractor shall submit proof of a valid DBA Insurance policy with CNA Insurance for the Prime and their Subcontractor's at every tier prior to performance of the contract. The current rate under the USACE and JCC-I/A contract is \$6.00 per \$100 of compensation for construction.

(c) The contractor agrees to insert a Special Contract Requirement substantially the same as this one in all subcontracts (at every tier) to which DBA is applicable.

(d) Should the rates for DBA insurance coverage increase or decrease during the performance of this contract, USACE shall modify the contract accordingly. However, the revised rates will not be applicable until the Contractor's or Subcontractor's DBA Insurance policy is due to be renewed.

(e) Premiums will be reimbursed only if coverage is purchased through the USACE mandatory requirements DBA contract administered by CNA Insurance and their Managing Broker, Rutherford International.

(f) Failure to comply and purchase Defense Base Act (DBA) Insurance in accordance with FAR Clauses 52.228-3 Workers' Compensation Insurance (Defense Base Act), from the U.S. Army Corps of Engineers mandatory Insurance Carrier/Broker (CNA Insurance/Rutherford International) for the Prime and all of the Subcontractors at every tier, shall be considered a material breach and could cause your contract to be terminated for default/cause.

1.38 PUBLIC RELEASE OF INFORMATION

The contractor shall coordinate with the Middle East District of the U.S. Army Corps of Engineers for release of information to the public concerning this contract or any program related to this contract. This clause covers Media Relations and Printed Materials.

1.39 MEDIA RELATIONS

The contractor is permitted to speak to news media representatives in accordance with his firm's public relations policies and in conjunction with applicable U.S. government or Army Corps of Engineers' guidelines on release of information related to the specific program for which the contract was awarded. The contractor is required to inform the Middle East District of significant media contacts. The contractor is encouraged to coordinate directly with the Middle East District's Public Affairs Officer, as necessary, when the media call is being responded to; however, this shall not preclude the contractor from responding to media requests in a timely manner. The contractor shall respond to inquiries that directly fall within his domain; he shall not speak for the Army or the Corps.

1.40 PRINTED MATERIALS

The contractor shall not release to anyone outside the contractor's organization any unclassified information, regardless of medium, pertaining to this contract, unless:

The Middle East District has given written approval, either by the Public Affairs Officer or by the Contracting Officer;

Or the information is otherwise in the public domain before the date of release.

The contractor shall obtain approval from the Middle East District prior to the dissemination of any briefings or speeches, news releases, articles, fact sheets, advertisements, or any other informational materials intended for public release that are the result of work performed or to be performed under this contract. This review is intended to insure that public release of material does not violate government policy.

Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for release. This material shall be submitted to the Public Affairs Officer and to the Contracting Officer at the Middle East District. The contractor shall strive to provide five working days for such approvals. Materials to be released within a shorter period of time will require special handling procedures, and the contractor shall request special consideration directly to the Public Affairs Officer or to the Contracting Officer.

The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the government (the Public Affairs Officer and the Contracting Officer), assuring the government that the prime contractor is knowledgeable of the action and concurs.

Nothing in the foregoing section on public release of information shall affect compliance with the clause of the contract entitled, "Security Requirements."

1.41 IRREVOCABLE LETTER OF CREDIT (ILC)

An Irrevocable Letter(s) of Credit may be provided as surety for performance and payment bonds. If the contractor elects to utilize an Irrevocable Letter(s) of Credit, the following applies:

Within fifteen (15) calendar days after the date of the task order, the Contractor shall furnish the Contracting Officer with an Irrevocable Letter(s) of Credit which represent the deposit required of the Contractor to guarantee fulfillment of his obligations for the satisfactory, complete, and timely performance of the work ("performance ILC"), and full payment of all subcontractors and suppliers ("payment ILC").

The Irrevocable Letter(s) of Credit shall conform to the exact form and format as the sample Irrevocable Letter of Credit that is provided as an attachment to this contract. The Irrevocable Letter(s) of Credit shall be dated as of the contract date or no more than fifteen (15) calendar days thereafter.

The performance ILC will remain in effect at an amount equal to a minimum of 30 percent (30%) of the original task order price (at the discretion of the Contracting Officer up to 100 percent (100%)) until the anticipated completion date or until the task order has been finally accepted by the Government, whichever occurs first, it will continue in effect thereafter for one (1) year in an amount equal to five percent (5%) of the original task order price after which time the ILC shall become null and void.

The payment ILC will remain in effect at an amount equal to 100 percent (100%) of the original task order price and shall be decreased in amounts equivalent to releases executed by subcontractors and suppliers for payment. It shall continue in effect for 120 days after the task order work has been finally accepted by the Government, after which time the ILC shall become null and void.

The ILC shall also state that the bank agrees and consents that the contract may be modified by a change order or supplemental agreement without affecting the validity of the ILC. The provisions of paragraph (g) of the Contract Clause 52.232-5, entitled "PAYMENTS UNDER FIXED PRICE CONSTRUCTION CONTRACTS" applies to ILC.

1.42 PRECONSTRUCTION MEETING

A Pre-construction Meeting will be held prior to commencement of work. In general, the meeting is required to address the Contractor's Quality Control Program, the Contractor's Accident Prevention Program, submittals, correspondence, schedules, access to the work site, security requirements and issues, interface requirements, temporary facilities and services, hazards and risks, environmental considerations, work hours, assignment of inspectors, representations, phasing and any special requirements or other aspects of the work that warrant clarification and understanding. The Contractor's Quality Control System Manager shall prepare detailed minutes of each of the conference and submit to the Contracting Officer within three (3) work days. Any corrections deemed necessary by the Contracting Officer shall be incorporated and resubmitted within two (2) work days of receipt. Upon approval of the minutes by the Contracting Officer, the Contractor shall distribute the minutes to all parties present at the meeting.

1.43 MILITARY BASE SECURITY REQUIREMENTS

The Base security maintains the ultimate authority for establishing, monitoring, and enforcing security requirements for the work site. All Contractor, Subcontractor, or vendor personnel and vehicles at any location on the facilities are subject to a thorough search upon entering, departing, or at any time deemed necessary by Base Security Personnel. The Contractor shall be responsible for compliance with all Base security requirements. Base Security reserves the right to deny access or to require the Contractor to remove any personnel or equipment deemed to be a threat to the security of facilities or facility personnel. The Contractor shall work through the Contracting Officer to assure that all Security Regulations are followed.

1.44 MILITARY BASE RULES AND REGULATIONS

The Contractor and his employees and Subcontractors shall become familiar with and obey all rules and regulations including fire, traffic and security regulations. All personnel employed on the facilities shall keep within the limits of the work (and venues of ingress and egress), and shall not enter any Restricted Areas unless required to do so and prior clearance for such entry is obtained. The Contractor's equipment shall be conspicuously marked for identification.

1.45 RESERVED

1.46 CONFIRMATION OF PAYMENTS TO ALL LOWER TIER SUBCONTRACTORS

To further provide for the development of local economies through the use of Local Businesses, MATOC prime contractors will be tasked with following up on subcontractor payment certifications to safeguard against subcontractor non-payment to lower tier subcontractors and material providers. Each MATOC prime contractor will be required to certify, at the time of each application for payment, that it has investigated and confirmed that all prior progress payments have been applied to the accounts of the lower tier subcontractors and material suppliers for whom the prior progress payments were made. Such certification shall be treated as one of the requirements of a "proper invoice" under FAR 52.232-5(c), thereby allowing the Government to reject any invoice that fails to provide the required certification. In accordance with FAR 52.232-5(c), the Government will ensure that this certification is made by the MATOC prime contractor or invoice payment shall not be made.

1.47 INSTALLATION ACCESS

Work under this contract may be performed at a location with security and access control procedures. Compliance with base pass and access procedures is the sole responsibility of the Contractor, and is required to be accomplished prior to initiation of the process for gaining access to controlled sites. Contractor shall be responsible for determining the nature and amount of any fees required. Contractor is responsible for all workers granted access pursuant to work under this contract.

a. Other Data: Contractor shall provide additional data, as required and not specifically indicated above, to secure all required passes for where work is required to be performed.

b. Compliance with Revised Requirements: The government may revise requirements and procedures for obtaining passes and/or access to the site of work at any time during the life of the contract. Contractor shall comply with all such requirements, as directed by the Contracting Officer.

c. Contractor shall employ an acceptable system for accountability and control of all compound passes/access badges issued to him. Passes/Access Badges shall be returned to the Government as soon as they are no longer required. This system shall be approved by the Contracting Officer, and shall be modified as directed by the Contracting Officer to correct any deficiencies noted during contract performance in maintaining an acceptable level of accountability and control.

(End of Requirement)

1.48 INDIVIDUALS/WORKERS FROM COUNTRIES OF CONCERN

Citizens of numerous countries are subject to additional levels of security screening and/or may be prohibited access to the work site. Contractor is responsible for determining access restrictions and compliance with the same.

(End of Requirement)

1.49 OPERATIONS AND STORAGE AREAS

a.. Limited areas for use by the Contractor exist on any of the work sites covered by this contract. Areas to be provided for Contractor's use in operation of his offices, shops, and storage facilities will be designated by the Contracting Officer's on-site representative. The Contractor shall not be authorized to have living accommodations for his work force on any worksite. Contractor shall be responsible for providing all off-site facilities necessary to effectively and efficiently manage, administer, and prosecute the contract work. Contractor shall be responsible for obtaining and payment of all fees and other costs related to obtaining required Host Nation or local authorizations, permits and licenses necessary to establish quarry operations, batching operations and haul routes and disposal sites.

b. All Contractor facilities shall be of substantial construction suitable for local weather conditions. Sanitary facilities shall meet the requirements of Corps of Engineers Safety and Health Requirements Manual EM 385-1-1. Except as specifically approved by the Contracting Officer, Contractor shall construct a temporary 1.8 meter high chain link fence around all trailers and materials storage areas. Fences shall include plastic strip inserts, colored brown, so that visibility through the fence is obstructed.

(1) Administrative Facilities: The Contractor may be provided the use of a parcel of land. The Contractor shall be required to provide, at his own expense, any improvements to this site such as surfacing, fencing, trailers, and/or sheds that are necessary for performance of work under this contract. The site shall be maintained to present a neat and orderly appearance.

(2) Communications: Contractor may be allowed to use commercial telephone service if available. If available, it is the Contractor's responsibility to arrange for service installation and any recurring charges.

(End of Requirement)

2.0 TASK ORDER SPECIFIC CLAUSES:

Note: In addition to the clauses provided herein, Contractor must comply with all applicable U.S., Host Nation, federal and local environmental regulations.

All offerors should note any or all of the following clauses may be included in discrete Task Orders as determined necessary by the Contracting Officer:

2.1 252.225-7022 Trade Agreements Certificate – Inclusion of Iraqi End products SEP 2008

2.2	252.225-7023	Preference for Products or Services from Iraq or Afghanistan	SEP 2008
2.3	252.225-7024	Requirement for Products or Services from Iraq or Afghanistan	SEP 2008

2.4 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

1. This provision specifies the procedure for determination of time extensions for unusually severe weather in accordance with the contract clause entitled "Default: (Fixed Price Construction)". In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

a. The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

b. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the contractor.

2. The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

TO BE DETERMINED FOR EACH TASK ORDER

3. Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the contract, the contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the contractor's scheduled work day.

3.0 JCC-I/A CLAUSES

JCC-I/A CLAUSE 952.222-0001

PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS (AUG 2009)

(a) All contractors ("contractors" refers to both prime contractors and all subcontractors at all tiers) are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document, or any other actual or purported government identification document, of another person, to prevent or restrict or to attempt to prevent or restrict, without lawful authority, the person's liberty to move or travel, in order to maintain the labor or services of that person, when the person is or has been a victim of a severe form of trafficking in persons.

(b) Contractors are also required to comply with the following provisions:

(1) Contractors shall only hold employee passports and other identification documents discussed above for the shortest period of time reasonable for administrative processing purposes.

(2) Contractors shall provide all employees with a signed copy of their employment contract, in English as well as the employee's native language that defines the terms of their employment/compensation.

(3) Contractors shall not utilize unlicensed recruiting firms, or firms that charge illegal recruiting fees.

(4) Contractors shall be required to provide adequate living conditions (sanitation, health, safety, living space) for their employees. Fifty square feet is the minimum acceptable square footage of personal living space per employee. Upon contractor's written request, contracting officers may grant a waiver in writing in cases where the existing square footage is within 20% of the minimum, and the overall conditions are determined by the contracting officer to be acceptable. A copy of the waiver approval shall be maintained at the respective life support area.

(5) Contractors shall incorporate checks of life support areas to ensure compliance with the requirements of this Trafficking in Persons Prohibition into their Quality Control program, which will be reviewed within the Government's Quality Assurance process.

(6) Contractors shall comply with international laws regarding transit/exit/entry procedures, and the requirements for work visas. Contractors shall follow all Host Country entry and exit requirements, including requirements for visas and work permits.

(c) Contractors have an affirmative duty to advise the Contracting Officer if they learn of their employees violating the human trafficking and inhumane living conditions provisions contained herein. Contractors are advised that contracting officers and/or their representatives will conduct random checks to ensure contractors and subcontractors at all tiers are adhering to the law on human trafficking, humane living conditions and withholding of passports.

(d) The contractor agrees to incorporate the substance of this clause, including this paragraph, in all subcontracts under his contract.

(End)

JCC-I/A CLAUSE 952.223-0001

REPORTING KIDNAPPINGS, SERIOUS INJURIES AND DEATHS (MAR 2009)

Contractors shall notify the Contracting Officer, as soon as practicable, whenever employee kidnappings, serious injuries or deaths occur.

Report the following information:

Contract Number
Contract Description & Location
Company Name
Reporting party:
Name
Phone number
E-mail address
Victim:
Name
Gender (Male/Female)
Age
Nationality
Country of permanent residence
Incident:
Description
Location
Date and time
Other Pertinent Information

(End)

JCC-I/A CLAUSE 952.225-0001

ARMING REQUIREMENTS AND PROCEDURES FOR PERSONAL SECURITY SERVICES CONTRACTORS AND FOR REQUESTS FOR PERSONAL PROTECTION (FEB 2010)

(a) **General.** Contractor and its subcontractors at all tiers that require arming under this contract agree to obey all laws, regulations, orders, and directives applicable to the use of private security personnel in Iraq and Afghanistan, including U.S. CENTCOM, United States Forces – Iraq (USF-I) and United States Forces – Afghanistan (USFOR-A) Commander orders, instructions and directives. Contractors will ensure that all employees, including employees at any tier of subcontracting relationships, who will seek individual authorization to be armed under the provisions of this contract (requests for blanket authorization for groups or organizations will not be approved), comply with the contents of this clause and with the requirements set forth in the following:

- (1) DODI 3020.50, *Private Security Contractors (PSCs) Operating in Contingency Operations*;
- (2) DODI 3020.41, *Program Management for Acquisition and Operational Contract Support in Contingency Operations*;
- (3) DFARS 252.225-7040, *Contractor Personnel Supporting a Force Deployed Outside the United States*;
- (4) Class Deviation 2007-O0010, *Contractor Personnel in the United States Central Command Area of Responsibility*
- (5) USFOR-A, FRAGO 09-206, *Outlines Management of Armed Contractors and Private Security Companies Operating in the Combined Joint Operating Area - Afghanistan (CJOA-A)*
- (6) USF-I OPOD 10-01, Annex C, Appendix 13
- (7) U.S. CENTCOM Message, *USCENTCOM Policy and Delegation of Authority for Personal Protection and Contract Security Service Arming of DoD Civilian Personnel and Contractors for Iraq and Afghanistan*, dated 23 Dec 2005
- (8) U.S. CENTCOM Message, *Modification to USCENTCOM Civilian and Contractor Arming Policy and Delegation of Authority for Iraq and Afghanistan*, dated 07 Nov 2006
- (9) U.S. CENTCOM Message, *Modification 3 to USCENTCOM Civilian and Contractor Arming Policy and Delegation of Authority in Iraq and Afghanistan*, dated 09 Jun 2009

(b) **Required Government Documentation.** An O-6 or GS-15 (or above) from the unit requesting the contractor security shall provide a description of the following to the arming approval authority via the contracting officer representative (COR) in sponsoring each individual request for arming (under paragraph (c) below):

- (1) The specific location where the PSC employee will operate;
- (2) The persons and/or property that require protection;
- (3) The anticipated threat;
- (4) The requested weapon type(s), including serial number when possible;
- (5) The reason current security/police forces are unable to provide adequate protection; and
- (6) Verification, under paragraph (e) below, that background checks have been conducted and that no records were found of convictions or other acts that should be known to the arming authority.

(c) **Required Contractor Documentation.** Contractors and their subcontractors at all tiers that require arming approval shall provide to the arming approval authority via the COR consistent documentation (signed and dated by

the employee and employer as applicable) for each of their employees who will seek authorization to be armed under the contract as follows:

- (1) Weapons Qualification/Familiarization. All employees must meet the weapons qualification requirements on the requested weapon(s) established by any DoD or other U.S. government agency, Law of Armed Conflict (LOAC); Rules for the Use of Force (RUF), as defined in the U.S. CENTCOM Policy, dated 23 December 2005; and distinction between the above-prescribed RUF and the Rules of Engagement (ROE), which are applicable only to military forces.
- (2) Completed DD Form 2760 (or equivalent documentation) for each armed employee, indicating that the employee is not otherwise prohibited under U.S. law from possessing the required weapon or ammunition.
- (3) Written acknowledgement by the individual of the fulfillment of training responsibilities and the conditions for the authorization to carry firearms. This document includes the acknowledgement of the distinctions between the ROE applicable to military forces and RUF that control the use of weapons by DoD civilians, DoD contractors and PSCs.
- (4) Written acknowledgement signed by both the armed employee and by a representative of the employing company that use of weapons could subject both the individual and company to U.S. and host nation prosecution and civil liability.
- (5) A copy of the contract between the contractor's company and the U.S. Government that verifies the individual's employment and addresses the need to be armed.
- (6) One (1) copy of a business license from the Iraqi or Afghani Ministry of Trade or Interior;
- (7) One (1) copy of a license to operate as a PSC (or a temporary operating license) from the Ministry of Interior;
- (d) The contractor will submit to the COR a communications plan that, at a minimum, sets forth the following:
 - (1) The contractor's method of notifying military forces and requesting assistance where hostilities arise, combat action is needed or serious incidents have been observed;
 - (2) How relevant threat information will be shared between contractor security personnel and U.S. military forces; and
 - (3) How the contractor will coordinate transportation with appropriate military authorities.
- (e) Prior to requesting arming approval, the contractor will submit to the COR an acceptable plan for accomplishing background checks on all contractor and subcontractor employees who will be armed under the contract. The contractor shall, at a minimum, perform the following (which will be specifically addressed in its plan and which will be documented and furnished to the COR upon completion):
 - (1) Use one or more of the following sources when conducting the background checks: Interpol, FBI, Country of Origin Criminal Records, Country of Origin U.S. Embassy Information Request, CIA records, and/or any other records available;
 - (2) Verify with USF-I or USFOR-A, as applicable, that no employee has been barred by any commander within Iraq or Afghanistan; and
 - (3) All local nationals and third country nationals will voluntarily submit to full biometric enrollment in accordance with theater biometric policies within 60 days of their arming request. While biometric collection and screening is voluntary, CORs will immediately notify the arming approval authority of any individuals who do not meet this requirement and any arming authorization will be revoked until all requirements are met.

(f) **Penalties for Non-Compliance.** Failure of contractor or subcontractor employee(s) to comply with the laws, regulations, orders, and rules (including those specified herein) governing the use of force, training, arming authorization, and incident reporting requirements may result in the revocation of weapons authorization for such employee(s). Where appropriate, such failure may also result in the total revocation of weapons authorization for the contractor (or subcontractor) and sanctions under the contract, including termination.

(g) **Criminal and Civil Liability.** Arming of contractor or subcontractor employees under this contract may subject the contractor, its subcontractors, and persons employed by the same, to the civil and criminal jurisdiction of the U.S. and Host Nation. "Host Nation" refers to the nation or nations where services under this contract are performed.

(h) **Lapses in Training or Authorization.** Failure to successfully retrain an employee who has been properly authorized to be armed under this contract within twelve (12) months of the last training date will constitute a lapse in the employee's authorization to possess and carry the weapon. All unauthorized employees will immediately surrender their weapon and authorization letter to the contractor and will remain unarmed until such time as they are retrained and newly approved by the arming authority. Additionally, the arming authority's authorization letter is valid for a maximum of twelve (12) months from the date of the prior letter (unless authorization is earlier invalidated by a lapse in training).

(i) **Authorized Weapon & Ammunition Types.** Unless DCDRUSCENTCOM (or a designee) expressly provides otherwise, all arming requests and authorizations for contractor or subcontractor employees under this contract shall be limited to U.S. Government-approved weapons and ammunition. Notwithstanding Host Nation laws or regulations that would allow use of heavier weapons by contract security/PSC, all DoD security service / PSC contractors must have weapons approved by DCDRUSCENTCOM (or a designee) before use. This restriction applies to all weapons in the possession of contractor employees, even if such weapons are required for personal protection. The following weapons and ammunition are currently authorized by the U.S. Government for use in Iraq and Afghanistan:

(1) The M9, M4, M16, or equivalent (e.g. .45 CAL, AK-47).

(2) The M9 or equivalent sidearm will be the standard personal protection weapon unless other weapons are specifically requested and approved.

(3) U.S. government Ball ammunition is the standard approved ammunition.

(j) **Requirements for Individual Weapons Possession.** All employees of the contractor and its subcontractors at all tiers who are authorized to be armed under this contract must:

(1) Possess only those U.S. Government-approved weapons and ammunition for which they are qualified under the training requirements of section (c) and subsequently authorized to carry;

(2) Carry weapons only when on duty or at a specific post (according to their authorization);

(3) Not conceal any weapons, unless specifically authorized;

(4) Carry proof of authorization to be armed. Employees not possessing such proof will be deemed unauthorized and must surrender their weapon to their employer; and

(5) IAW USCENCOM G.O. #1, consumption of alcohol in Iraq or Afghanistan is prohibited. In the event of a suspension or an exception to G.O. #1, employees shall not consume any alcoholic beverage while armed or within eight (8) hours of the next work period when they will be armed. There are no circumstances under which a person will be authorized to consume any alcoholic beverage when armed for personal protection.

(k) **Weapons/Equipment Restrictions and Responsibilities.** Unless otherwise provided, the U.S. Government will not provide any weapons or ammunition to contractors, their subcontractors, or any employees of the same. The

Contractor will provide all weapons and ammunition to those employees that will be armed under the contract. The contractor and its subcontractors at all tiers will also provide interceptor body armor, ballistic helmets, and the Nuclear, Biological, and Chemical (NBC) protective masks to those employees that require such equipment in the performance of their duties.

(l) **Rules for the Use of Force (RUF).** In addition to the RUF and ROE training referenced in paragraph (c), the contractor and its subcontractors at all tiers will monitor and report all activities of its armed employees that may violate the RUF and/or otherwise trigger reporting requirements as serious incidents. Prompt reporting demonstrates a desire by the contractor and its subcontractors to minimize the impact of any violations and, therefore, will be given favorable consideration. Violations of the RUF include, though are not limited to:

- (1) Taking a direct part in hostilities or combat actions, other than to exercise self-defense;
- (2) Failing to cooperate with Coalition and Host Nation forces;
- (3) Using deadly force, other than in self-defense where there is a reasonable belief of imminent risk of death or serious bodily harm;
- (4) Failing to use a graduated force approach;
- (5) Failing to treat the local civilians with humanity or respect; and
- (6) Detaining local civilians, other than in self-defense or as reflected in the contract terms.

(m) **Retention and Review of Records.** The Contractor and all subcontractors at all tiers shall maintain records on weapons training, LOAC, RUF and the screening of employees for at least six (6) months following the expiration (or termination) of the contract. The Contractor and its subcontractors at all tiers shall make these records available to the Contracting Officer or designated representative, at no additional cost to the government, within 72 hours of a request.

(n) **Contractor Vehicles.** Vehicles used by contractor and subcontractor personnel in the course of their security duties shall not be painted or marked to resemble U.S./Coalition or host nation military and police force vehicles.

(o) **Quarterly Reporting.** The prime contractor will report quarterly (i.e. NLT 1 January, 1 April, 1 July and 1 October for each quarter of the calendar year) to the Contracting Officer responsible for this contract, and any other organization designated by the Contracting Officer, the following information under this contract:

- (1) The total number of armed civilians and contractors;
- (2) The names and contact information of its subcontractors at all tiers; and
- (3) A general assessment of the threat conditions, adequacy of force numbers, and any problems that might require a change to force levels. Note: this information is in addition to the information the contractor promises to immediately provide under the communications plan referenced at paragraph (d).

(End)

JCC-I/A CLAUSE 952.225-0002

ARMED PERSONNEL INCIDENT REPORTS (JAN 2010)

(a) All contractors and subcontractors in the United States Forces-Iraq (USF-I) or United States Forces-Afghanistan (USFOR-A) theater of operations shall comply with and shall ensure that their personnel supporting USF-I or USFOR-A forces are familiar with and comply with all applicable orders, directives, and instructions issued by the respective USF-I or USFOR-A Commanders relating to force protection and safety.

(b) **IRAQ**: Contractors shall provide all incidents and use of weapons firing incidents to the USF-I Contractor Operations Cell (CONOC) as soon as practical, based upon the situation, and submit a written report to CONOC within 4 hours. The initial report shall include the name of the company, location of the incident, time when the incident occurred, a brief description of the events leading up to the incident, and a company point of contact. A follow-up, comprehensive written report shall be provided to the CONOC within 96 hours of the incident. Reports shall be submitted to CONOC at: mncic3conoc@iraq.centcom.mil, DSN 318-435-2369; Iraqna 0044 203 286 9851 or 0044 203 239 5894; or Skype: MNCICONOC.

(c) **AFGHANISTAN**: Contractors shall immediately report all incidents and use of weapons through their Contracting Officers Representative (CORs) who will notify the Contracting Officer. Contracting Officers are responsible to notify the PARC-A Chief of Operations and the JOC @ USFOR-A (JOC SHIFT DIRECTOR, DSN: 318-237-1761). Information should include: the name of the company, where the incident occurred, time when the incident occurred, a brief description of the events leading up to the incident, and a point of contact for the company. The PARC-A Chief of Operations in coordination with the JOC will issue guidance for further reporting requirements.

(d) Contractors shall provide first aid and request MEDEVAC of injured persons, and remain available for U.S. or Coalition response forces, based upon the situation. In the event contractor personnel are detained by U.S. or Coalition Forces, prolonged detention due to lack of proper identification can be alleviated by contractor personnel possessing on their person information that includes the contractor's name, the contract number, a contractor management POC, and the phone number of the CONOC/JOC Watch.

(End)

952.225-0003 FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS (JUL 2010)

(a) The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit. Contractor personnel who deploy for multiple tours, for more than 12 months total must be re-evaluated for fitness to deploy. An examination will remain valid for 15 months from the date of the physical. The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance location. The contractor shall include this information and requirement in all subcontracts with performance in the theater of operations.

(b) The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate CENTCOM Service Component (ie. ARCENT, AFCENT, etc.) Surgeon: Conditions which prevent the wear of personal protective equipment, including protective mask, ballistic helmet, body armor, and chemical/biological protective garments; conditions which prohibit required theater immunizations or medications; conditions or current medical treatment or medications that contraindicate or preclude the use of chemical and biological protective's and antidotes; diabetes mellitus, Type I or II, on pharmacological therapy; symptomatic coronary artery disease, or with myocardial infarction within one year prior to deployment, or within six months of coronary artery bypass graft, coronary artery angioplasty, or stenting; morbid obesity (BMI \geq 40%); dysrhythmias or arrhythmias, either symptomatic or requiring medical or electrophysiological control; uncontrolled hypertension, current heart failure, or automatic implantable defibrillator; therapeutic anticoagulation; malignancy, newly diagnosed or under current treatment, or recently diagnosed/treated and requiring frequent subspecialist surveillance, examination, and/or laboratory testing; dental or oral conditions requiring or likely to require urgent dental care within six months' time, active orthodontic care, conditions requiring prosthodontic care, conditions with immediate restorative dentistry needs, conditions with a current requirement for oral-maxillofacial surgery; new onset (< 1 year) seizure disorder, or seizure within one year prior to deployment; history of heat stroke; Meniere's Disease or other vertiginous/motion sickness disorder, unless well controlled on medications available in theater; recurrent syncope, ataxias, new diagnosis (< 1 year) of mood disorder, thought disorder, anxiety, somatoform, or dissociative disorder, or personality disorder with mood or thought manifestations; unrepaired hernia; tracheostomy or aphonia; renalithiasis, current; active tuberculosis; pregnancy; unclosed surgical defect, such as external fixeter placement; requirement for medical devices using AC power; HIV antibody positivity; psychotic and bipolar disorders.

(Reference: Mod 10 to USCENTCOM Individual Protection and Individual/Unit Deployment Policy, Annex Q to USF-I OPOD 10-01, FRAGO 897 to CJTF-82 OPOD 07-03, PPG-Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR).

(c) In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09-1038, DoD PGI 225.74), resuscitative care, stabilization, hospitalization at Level III (emergency) military treatment facilities and assistance with patient movement in emergencies where loss of life, limb or eyesight could occur will be provided. Hospitalization will be limited to emergency stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system. Subject to availability at the time of need, a medical treatment facility may provide reimbursable treatment for emergency medical or dental care such as broken bones, lacerations, broken teeth or lost fillings.

(d) Routine and primary medical care is not authorized. Pharmaceutical services are not authorized for routine or known, routine prescription drug needs of the individual. Routine dental care, examinations and cleanings are not authorized.

(e) Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or transportation rendered. To view reimbursement rates that will be charged for services at all DoD deployed medical facilities please go to the following website: <http://comptroller.defense.gov/rates/fy2010.html> (change fiscal year as applicable).

(End)

JCC-I/A CLAUSE 952.225-0004

COMPLIANCE WITH LAWS AND REGULATIONS (JAN 2010)

(a) The Contractor shall comply with, and shall ensure that its employees and its subcontractors and their employees, at all tiers, are aware of and obey all U.S. and Host Nation laws, Federal or DoD regulations, and Central Command orders and directives applicable to personnel in Iraq and Afghanistan, including but not limited to USCENTCOM, Multi-National Force and Multi-National Corps operations and fragmentary orders, instructions, policies and directives.

(b) Contractor employees shall particularly note all laws, regulations, policies, and orders restricting authority to carry firearms, rules for the use of force, and prohibiting sexual or aggravated assault. Contractor employees are subject to General Orders Number 1, as modified from time to time, including without limitation, their prohibition on privately owned firearms, alcohol, drugs, war souvenirs, pornography and photographing detainees, human casualties or military security measures.

(c) Contractor employees may be ordered removed from secure military installations or the theater of operations by order of the senior military commander of the battle space for acts that disrupt good order and discipline or violate applicable laws, regulations, orders, instructions, policies, or directives. Contractors shall immediately comply with any such order to remove its contractor employee.

(d) Contractor employees performing in the USCENTCOM Area of Responsibility (AOR) may be subject to the jurisdiction of overlapping criminal codes, including, but not limited to, the Military Extraterritorial Jurisdiction Act (18 U.S.C. Sec. 3261, et al) (MEJA), the Uniform Code of Military Justice (10 U.S.C. Sec. 801, et al)(UCMJ), and the laws of the Host Nation. Non-US citizens may also be subject to the laws of their home country while performing in the USCENTCOM AOR. Contractor employee status in these overlapping criminal jurisdictions may be modified from time to time by the United States, the Host Nation, or by applicable status of forces agreements.

(e) Under MEJA, a person who engages in felony misconduct outside the United States while employed by or accompanying the Armed Forces is subject to arrest, removal and prosecution in United States federal courts. Under the UCMJ, a person serving with or accompanying the Armed Forces in the field during a declared war or contingency operation may be disciplined for a criminal offense, including by referral of charges to a General Court

Marital. Contractor employees may be ordered into confinement or placed under conditions that restrict movement within the AOR or administratively attached to a military command pending resolution of a criminal investigation.

(f) Contractors shall immediately notify military law enforcement and the Contracting Officer if they suspect an employee has committed an offense. Contractors shall take any and all reasonable and necessary measures to secure the presence of an employee suspected of a serious felony offense. Contractors shall not knowingly facilitate the departure of an employee suspected of a serious felony offense or violating the Rules for the Use of Force to depart Iraq or Afghanistan without approval from the senior U.S. commander in the country.

(End)

JCC-I/A CLAUSE 952.225-0005

MONTHLY CONTRACTOR CENSUS REPORTING (MAR 2009)

Contractor shall provide monthly employee census information to the Contracting Officer, by province, for this contract. Information shall be submitted either electronically or by hard-copy. Information shall be current as of the 25th day of each month and received by the Contracting Officer no later than the first day of the following month. The following information shall be provided for each province in which work was performed:

- (1) The total number (prime and subcontractors at all tiers) employees.
- (2) The total number (prime and subcontractors at all tiers) of U.S. citizens.
- (3) The total number (prime and subcontractors at all tiers) of local nationals (LN).
- (4) The total number (prime and subcontractors at all tiers) of third-country nationals (TCN).
- (5) Name of province in which the work was performed.
- (6) The names of all company employees who enter and update employee data in the Synchronized Predeployment & Operational Tracker (SPOT) IAW DFARS 252.225-7040 or DFARS DOD class deviation 2007-O0010.

(End)

JCC-I/A CLAUSE 952.225-0009

MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR LOCALLY HIRED EMPLOYEES (JAN 2010)

(a) Contractors, and subcontractors at any tier shall ensure and provide satisfactory evidence that all locally hired employees, including Local National (LN), Third Country National, and U.S. employees, working on military have been screened for and do not currently have active tuberculosis (TB).

- (1) Contractors may utilize a testing method of either a chest x-ray or TB skin test (TST).
 - (i) Chest x-rays shall be taken and TSTs administered within 90 days prior to the start of employment.
 - (ii) Screening may be performed either by a licensed medical provider from the local economy or by contractors' licensed medical staffs. Contractors shall maintain medical screening documentation and make it available to the Contracting Officer upon request.

(2) TB screening documentation shall be provided to the responsible Base Defense Operations Center (BDOC) prior to issuance of base access badges.

(b) Contractor employees, including subcontractors at any tier, who work in positions where they are working with food or water production and distribution, shall have current Typhoid and Hepatitis "A" (full series) vaccinations, in addition to the TB tests required above.

(c) At least the first inoculation in the Hepatitis "A" series must be given prior to the start of employment, with continuation and completion of the inoculation series. Once the complete Hepatitis "A" vaccination series is completed, it does not have to be repeated.

(1) The Typhoid inoculation must be completed within two years prior to the date of employment in the food and water service capacity. The Typhoid vaccination requires a booster immunization every three years.

(2) Proof of individual employee vaccinations shall be provided to the Contracting Officer and COR proof that their employees and their subcontractor (at any tier) employees have received the above vaccinations. The contractor shall maintain their employees' vaccination records for examination by the Contracting Officer. The contractor shall ensure that their subcontractors at any tier maintain their respective employees' vaccination records for examination by the Contracting Officer.

(End)

JCC-I/A CLAUSE 952.225-0011

GOVERNMENT FURNISHED CONTRACTOR SUPPORT (APR 2010)

The following is a summary of the type of support the Government will provide the contractor, on an "as-available" basis. In the event of any discrepancy between this summary and the description of services in the Statement of Work, this clause will take precedence.

U.S. Citizens Accompanying the Force

- | | | |
|---|---|---|
| <input type="checkbox"/> APO/FPO/MPO/Postal Services | <input type="checkbox"/> DFACs | <input type="checkbox"/> Mil Issue Equip |
| <input type="checkbox"/> Authorized Weapon | <input type="checkbox"/> Excess Baggage | <input type="checkbox"/> MILAIR |
| <input type="checkbox"/> Billeting | <input type="checkbox"/> Fuel Authorized | <input type="checkbox"/> MWR |
| <input type="checkbox"/> CAAF | <input type="checkbox"/> Govt Furnished Meals | <input type="checkbox"/> Resuscitative Care |
| <input type="checkbox"/> Controlled Access Card (CAC)/ID Card | <input type="checkbox"/> Military Banking | <input type="checkbox"/> Transportation |
| <input type="checkbox"/> Commissary | <input type="checkbox"/> Military Clothing | <input type="checkbox"/> All |
| <input type="checkbox"/> Dependents Authorized | <input type="checkbox"/> Military Exchange | <input type="checkbox"/> None |

Third-Country National (TCN) Employees

- | | | |
|---|---|---|
| <input type="checkbox"/> APO/FPO/MPO/Postal Services | <input type="checkbox"/> DFACs | <input type="checkbox"/> Mil Issue Equip |
| <input type="checkbox"/> Authorized Weapon | <input type="checkbox"/> Excess Baggage | <input type="checkbox"/> MILAIR |
| <input type="checkbox"/> Billeting | <input type="checkbox"/> Fuel Authorized | <input type="checkbox"/> MWR |
| <input type="checkbox"/> CAAF | <input type="checkbox"/> Govt Furnished Meals | <input type="checkbox"/> Resuscitative Care |
| <input type="checkbox"/> Controlled Access Card (CAC)/ID Card | <input type="checkbox"/> Military Banking | <input type="checkbox"/> Transportation |
| <input type="checkbox"/> Commissary | <input type="checkbox"/> Military Clothing | <input type="checkbox"/> All |
| <input type="checkbox"/> Dependents Authorized | <input type="checkbox"/> Military Exchange | <input type="checkbox"/> None |

Local National (LN) Employees

- | | | |
|--|--------------------------------|--|
| <input type="checkbox"/> APO/FPO/MPO/Postal Services | <input type="checkbox"/> DFACs | <input type="checkbox"/> Mil Issue Equip |
|--|--------------------------------|--|

- | | | |
|---|---|---|
| <input type="checkbox"/> Authorized Weapon | <input type="checkbox"/> Excess Baggage | <input type="checkbox"/> MILAIR |
| <input type="checkbox"/> Billeting | <input type="checkbox"/> Fuel Authorized | <input type="checkbox"/> MWR |
| <input type="checkbox"/> CAAF | <input type="checkbox"/> Govt Furnished Meals | <input type="checkbox"/> Resuscitative Care |
| <input type="checkbox"/> Controlled Access Card (CAC)/ID Card | <input type="checkbox"/> Military Banking | <input type="checkbox"/> Transportation |
| <input type="checkbox"/> Commissary | <input type="checkbox"/> Military Clothing | <input type="checkbox"/> All |
| <input type="checkbox"/> Dependents Authorized | <input type="checkbox"/> Military Exchange | <input type="checkbox"/> None |

WILL BE COMPLETED AT TIME OF TASK ORDER

(End)

JCC-I/A CLAUSE 952.225-0013

CONTRACTOR HEALTH AND SAFETY (FEB 2010)

(a) Contractors shall comply with all National Electrical Code (NEC 2008), Specifications as outlined, and MIL Standards and Regulations. All infrastructure to include, but not limited to, living quarters, showers, and restrooms shall be installed and maintained in compliance with these standards and must be properly supported and staffed to ensure perpetual Code compliance, prevent hazards and to quickly correct any hazards to maximize safety of those who use or work at the infrastructure (NEC Table 352.20). Specifically, the use of magnetic ballasts in lighting for new construction or replacement of existing magnetic ballasts during refurbishment, alterations or upgrades with new magnetic ballasts is prohibited. The government has the authority to enter and inspect contractor employee living quarters at any time to ensure the prime contractor is complying with safety compliance standards outlined in the 2008 National Electric Code (NEC).

(b) The contractor shall correct all deficiencies within a reasonable amount of time of contractor becoming aware of the deficiency either by notice from the government or a third party, or discovery by the contractor. Further guidance on mandatory compliance with NFPA 70: NEC 2008 can be found on the following link <http://www.nfpa.org>.

(End)

JCC-I/A CLAUSE 952.236-0001

ELECTRICAL AND STRUCTURAL BUILDING STANDARDS FOR CONSTRUCTION PROJECTS (FEB 2010)

(a) The standards set forth herein are the minimum requirements for the contract. These standards must be followed unless a more stringent standard is specifically included. In such case the most stringent standard shall be required for contract acceptance.

(b) The contractor, in coordination with the Contracting Officer, Base Camp Mayor, Base/Unit Engineers, and requiring activity shall evaluate, upgrade, build, and/or refurbish buildings to a safe and livable condition. This work may include refurbishment, construction, alterations, and upgrades. All work shall be in accordance with accepted standards of quality.

(c) As dictated by the Unified Facilities Criteria (UFC) the contract shall meet:

- (1) "The minimum requirements of United States' National Fire Protection Association (NFPA) 70,
- (2) 2008 National Electrical Code (NEC),
- (3) American National Standards Institute (ANSI) C2, and
- (4) United States' National Electrical Safety Code (NESC).

(d) These standards must be met when it is reasonable to do so with available materials. When conditions dictate deviation, then provisions within the International Electrical Code (IEC) or British Standard (BS 7671) shall be followed. Any deviations from the above necessary to reflect market conditions, shall receive prior written approval from a qualified engineer and the Contracting Officer.

(e) The use of magnetic ballasts in lighting for new construction or replacement of existing magnetic ballasts during refurbishment, alterations, or upgrades with new magnetic ballasts is prohibited.

(f) The following internet links provide access to some of these standards:

UFC: http://65.204.17.188/report/doc_ufc.html

NFPA 70: <http://www.nfpa.org>

NESC: <http://www.standards.ieee.org/nesc>

(End)

4.0 OTHER

It is expected that the MATOC will be awarded to several contractors as a result of this solicitation. As individual projects are identified, they will generally be communicated to all of the MATOC contract holders via RFPs. MATOC contract holders would then provide a short proposal to the Government for each RFP, and the Government will award each project as a Task Order to the MATOC using a condensed evaluation process, considering price as a higher priority over other evaluation factors. The winning offerors will be required to provide no later than 15 calendar days after notice of task order award performance and payment surety for up to 100% of the Task Order amount. It is anticipated that Task Orders of various values will be awarded, with the majority in the \$ 20 million to \$ 100 million range. Any task order awardee which fails to provide acceptable performance and payment surety within 15 calendar days after notice of task order award may be determined not responsible and the task order award may be terminated and awarded to another MATOC awardee. Task Orders will be awarded as firm fixed price (FFP) Task Orders; no Cost-type Task Orders will be part of this MATOC. These MATOCs will be awarded as a base of two years with three one year option periods.

(End of Summary of Changes)