

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. 0004		3. EFFECTIVE DATE 21-Mar-2009	4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY AFGHANISTAN ENGINEER DISTRICT US ARMY CORPS OF ENGINEERS KABUL APO AE 09356		CODE W917PM	7. ADMINISTERED BY (If other than item 6) See Item 6	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)			X	9A. AMENDMENT OF SOLICITATION NO. W917PM-09-R-0012
			X	9B. DATED (SEE ITEM 11) 12-Nov-2008
				10A. MOD. OF CONTRACT/ORDER NO.
				10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Project: TMC, Herat The purpose of this amendment is as follows: 1. CHANGE: Section 00120, paragraph 6: FROM: All technical factors are listed in order of importance and when combined are significantly more important than price. TO: All evaluation factors other than the cost or price, when combined, are more important than price. 2. SUBMISSION OF REVISED TECHNICAL PROPOSAL IS NOT REQUIRED. Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
			TEL:	EMAIL:
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)		21-Mar-2009

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION 00100 - BIDDING SCHEDULE/INSTRUCTIONS TO BIDDERS

The following have been added by full text:

REVISED SECTION 00120

SECTION 00120
ANA CONSTRUCTON (DESIGN-BUILD) – BEST VALUE
PROPOSAL EVALUATION AND CONTRACT AWARD

1. ELIGIBILITY FOR CONTRACT AWARD. In accordance with the FAR, no contract shall be entered into unless the contracting officer ensures that all requirements of law, executive orders, regulations, and all other applicable procedures, including clearances and approvals, have been met. This includes the FAR requirement that no award shall be made unless the contracting officer makes an affirmative determination of responsibility. To be determined responsible, a prospective contractor must meet the general standards in FAR Part 9 and any special standards set forth in the solicitation.

2. SOURCE SELECTION USING THE BEST VALUE PROCESS. The Government will select the offer that represents the best value to the Government by using the trade-off process described in FAR Part 15. This process permits tradeoffs between cost/price and technical (“non-cost”) factors and allows the Government to accept other than the lowest priced offer. The award decision will be based on a comparative assessment of proposals against all source selection criteria in the solicitation.

3. RELATIVE IMPORTANCE OF PRICE TO THE TECHNICAL EVALUATION FACTORS

All evaluation factors other than cost or price, when combined, are more important than price. The Government is concerned with striking the most advantageous balance between technical merit (“quality”) and price to the Government (i.e., the price). The degree of importance of price could become greater depending upon the equality of the technical proposals. If competing technical proposals are determined to be essentially equal, price could become the controlling factor.

4. EVALUATION OF THE PRICE PROPOSALS

a. Price will be evaluated and considered but will not be scored or combined with other aspects of the proposal evaluation. The proposed prices will be analyzed for reasonableness. They may also be analyzed to determine whether they are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the Offeror’s Technical Proposal. Additionally, all offers will be analyzed for unbalanced pricing.

b. The price will be used along with the technical evaluation to make selection for award. Since evaluation of the price proposal will represent a portion of the total evaluation, it is possible that an offeror might not be selected for award because of unreasonable, unrealistic, or incomplete price proposal information. The Government will evaluate the format and clarity of the price proposal.

c. Other Award Factors: The Contracting Officer shall consider several factors in the selection process which are important, but not quantified, such as:

- (1) Agreement by the offeror to all general and special contract provisions and clauses.

(2) Determination of responsibility of the contractor by the Contracting Officer in accordance with the provisions of the Federal Acquisition Regulation, Part 9.1. In order to be determined responsible, a prospective contractor must:

- (a) Have adequate financial resources to perform the contract or the ability to obtain them.
- (b) Be able to comply with the required or proposed delivery or performance schedule taking into consideration all existing commercial and Governmental business commitments.;
- (c) Have a satisfactory performance record.
- (d) Have a satisfactory record of integrity and business ethics.
- (e) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them.
- (f) Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them.
- (g) Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

5. **EVALUATION OF THE TECHNICAL PROPOSAL.** The Technical Proposal will be evaluated based on the following evaluation criteria:

a. **FACTOR 1: EXPERIENCE:** The Government will evaluate the relevant work experience of the offeror and their proposed team, including subcontractors, on projects same/similar to that described in this solicitation. Of the projects submitted, at least three (3) must be valued at over \$1,000,000.00. Offerors with experience on same/similar relevant projects (type of services, similar dollar value, complexity, USACE design / construction requirements, and applicable quality standards) will receive a higher rating than those with dissimilar or non-relevant projects.

b. **FACTOR 2, PROJECT MANAGEMENT PLAN:** Responses to this factor will be evaluated for:

- The offeror's ability manage the project, control quality and safety;
- How the offeror plans to meet the major design and construction project milestones.
- The offeror's understanding of the work efforts and its ability to provide quality, responsive, and timely performance over the planned life of the project;
- If the offeror has a sound plan addressing timely delivery and receipt of equipment and materials at the job site which coincides with the major construction project milestones and provides for protection of equipment and materials to and from an isolated project site in a hostile environment.

In addition, the organizational chart will be evaluated for a clear depiction of the lines of authority and responsibility for all personnel/entities on the project, including subcontractors, from the lowest level to the corporate level. The organizational chart shall clearly indicate which entity has overall authority for the contract and identify by name and title the single Point of Contact to the Government for all project-related matters.

c. **FACTOR 3: PERSONNEL:** Key personnel resumes will be evaluated to determine the depth and breadth of personnel experience on same/similar projects and as it relates to the responsibilities that person will have on this contract. All key personnel shall have a degree in the field of work governed by the position they are assigned to and a minimum of five (5) years of professional experience in their field. For example, a Civil Engineer must have a degree in Civil Engineering and 5 years of professional civil engineering experience.

d. **FACTOR 4: PAST PERFORMANCE:** The Government will evaluate past performance information to assess the level of performance risk associated with the Offeror's likelihood of success in performing the requirements stated in the solicitation. The currency and relevance of the information (as determined by the Government), the source of the information, context of the data, and general trends in the contractor's performance may be considered. Information submitted by the Offeror pertaining to recent, relevant contracts will be evaluated as well as data obtained from other

sources, including automated databases and questionnaires. References other than those identified by the Offeror may be contacted by the Government. The Government may take into consideration the offeror's performance of contracts with the agency; other Federal, State, and local government activities; and commercial concerns. The result will be a performance risk rating based on each Offeror's record of past performance.

For the purpose of the past performance evaluation, offerors shall be defined as business arrangements and relationships, such as Joint Venture participants, teaming partners, and major subcontractors. The past performance record of each firm in the business arrangement may be evaluated by the Government.

In the case of an Offeror without a record of recent, relevant past performance (and for which there is also no recent, relevant past performance information for its predecessor companies or key subcontractors), or for whom information on past performance is not available or cannot be verified, the Offeror will not be evaluated favorably or unfavorably on past performance. This does not preclude the Government from making award to a higher-priced Offeror with a favorable past performance record over a lower-priced Offeror with a neutral past performance rating.

6. RELATIVE WEIGHTING OF THE TECHNICAL EVALUATION FACTORS. . All evaluation factors other than cost or price, when combined, are more important than price.

7. GENERAL TECHNICAL CRITERIA

a. Material omission(s) may cause the technical proposal to be rejected as unacceptable.

b. Technical proposals which do not provide the specified information in the specified location in accordance with the submission instructions may be downgraded. The Government is under no obligation to search for information that is not in the specified location.

c. Proposals which are generic, vague, or lacking in detail may be downgraded. The offeror's failure to include information that the Government has indicated should be included may result in the proposal being downgraded and/or being found deficient if inadequate detail is provided.

d. The Government cannot make award based on a deficient offer. Therefore, a rating of "Unsatisfactory" under any subfactor will make the offer ineligible for award, unless the Government elects to enter into discussions with that Offeror and all deficiencies are remedied in a revised proposal.

CLAUSES INCORPORATED BY FULL TEXT

8. 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

(End of provision)

The following have been added by full text:

252.225-7044 BALANCE OF PAYMENTS PROGRAM--CONSTRUCTION MATERIAL (JAN 2009)

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

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

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

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

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

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

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

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

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

"Cost of components" means--

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

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

"Domestic construction material" means--

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

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

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

(ii) The construction material is a COTS item.

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

(b) Domestic preference. This clause implements the Balance of Payments Program by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except for—

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

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

Sand, cement, asphalt, gravel and other soil materials, stone, concrete masonry units, fired brick, reinforcing steel, electrical materials, fencing, gypsum wall board, roofing materials, paint, valves, floor tiles, acoustical ceiling panels, and other systems, steel joist, miscellaneous metal and building insulations.

(End of clause)

(End of Summary of Changes)