

2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 17 Apr 2015	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY CODE NAVFAC Hawaii Construction Acquisition Division (OPHA2) 400 Marshall Road JBPBH, Hawaii 96860-3139	7. ADMINISTERED BY (If other than Item 6) CODE  See Item 6
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)	X	9A. AMENDMENT OF SOLICITATION NO. N62478-13-R-4010
	X	9B. DATED (SEE ITEM 11) 7 Apr 2015
		10A. MODIFICATION OF CONTRACT/ORDER NO.
		10B. DATED (SEE ITEM 13)

CODE	FACILITY CODE
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**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers 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   1   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 ACKNOWLEDGEMENT 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) NA

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(x)	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: FAR CLAUSE 52.243-4, CHANGES
	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor  is not,  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.)

**N62478-13-R-4010, DESIGN BUILD/DESIGN BID-BUILD HUBZONE MULTIPLE AWARD CONSTRUCTION CONTRACT (HUBZONE MACC) , VARIOUS LOCATIONS, STATE OF HAWAII**

(See page 2 )

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
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)	

SF30, BLOCK 14 CONTINUED

1. Attached hereto are new and revised pages to the solicitation. Revised pages replace like numbered pages. The revision mark "Amendment 0001" is shown on each new and revised page.

a. REVISED SECTIONS/CLAUSES/PROVISIONS/PAGES/PARAGRAPHS. The following are revised items to the solicitation. Changes are indicated in **bold** print.

Document 00100 Instructions to Offerors  
Document 00110 Evaluation Factors for Award  
Document 00800 Special contract Requirements

b. NEW SECTIONS/CLAUSES/PROVISIONS/PAGES/PARAGRAPHS

Document 00900 Appendix A - Responses to Questions Submitted by Planholders

2. The date for receipt of proposals is May 7, 2015, 2:00 P.M., HST.

Document 00100  
INSTRUCTIONS TO OFFERORS

See the prescription for the following provisions/clauses in the Federal Acquisition Regulation (FAR), Defense Federal Acquisition Regulation Supplement (DFARS) & Naval Facilities Acquisition Supplement (NFAS) for each individual task order. The prescription in effect at the time the task order proposals are due will be binding. The websites for FAR, DFARS and NFAS are <https://www.acquisition.gov/far/>, <http://www.acq.osd.mil/dpap/dars/dfars/html/current/tochtml.htm> and [http://www.navfac.navy.mil/products\\_and\\_services/sb/opportunities/guidelines/navfac.html](http://www.navfac.navy.mil/products_and_services/sb/opportunities/guidelines/navfac.html), respectively.

#### 1.1 NUMBER OF COPIES/TIME OF RECEIPT

##### a. PHASE I

**TECHNICAL PROPOSAL** (FACTORS 1, 2, 3, and 4): An original and five (5) copies of the technical proposal for Factors 1, 2, 3, and 4 shall be submitted on **SEE SF 1442, BLOCK 13A AND AS AMENDED** in a sealed envelope/package/box and marked in the bottom right corner "PHASE I - TECHNICAL PROPOSAL SUBMITTED

UNDER RFP N62478-13-R-4010 - DO NOT OPEN IN MAILROOM." Identify the original proposal as "Original" on the cover of the proposal. The PHASE I - TECHNICAL PROPOSAL shall be submitted in a three-ring binder with table of contents and tabbed. The PHASE I - TECHNICAL PROPOSAL shall include the following:

- (1) Signed and completed SF 1442 (Solicitation, Offer and Award)
- (2) Bid Guarantee for the guaranteed minimum of \$10,000.00
- (3) Representations and Certifications (Document 00600)
- (4) All information required by FAR 52.215-1
- (5) All information required by Factor 1, Technical Approach
- (6) All information required by Factor 2, Experience
- (7) All information required by Factor 3, Past Performance
- (8) All information required by Factor 4, Safety

Contractors shall also follow instructions in Document 00110.

##### b. PHASE II

**TECHNICAL PROPOSAL** (FACTOR 5): The short-listed Offerors in Phase I are invited to submit a Phase II proposal. An original and five (5) copies of the technical proposal for Factor 5 shall be submitted in a sealed envelope/package/box and marked in the bottom right corner "PHASE II - TECHNICAL PROPOSAL SUBMITTED UNDER RFP N62478-13-R-4010 - DO NOT OPEN IN MAILROOM." Identify the original proposal as "Original" on the cover of the proposal. The PHASE II - TECHNICAL PROPOSAL shall be submitted in a three-ring binder with table of contents and tabbed. Offerors will be notified as to the due date of the proposal for Phase II.

**PRICE PROPOSAL**: An original and two copies of the price proposal schedule for the **seed** project (located in Document 00840) shall be submitted in a sealed envelope and marked in the bottom right corner "PHASE II - PRICE PROPOSAL SUBMITTED UNDER RFP N62478-13-R-4010 DO NOT OPEN IN MAILROOM." Offerors will be notified as to the due date of the proposal for Phase II. The PRICE PROPOSAL shall include the following:

- (1) Signed and completed SF 1442 (Solicitation, Offer and Award)
- (2) Price proposal schedule for the **seed** project
- (3) Limited Liability Companies (LLC) Operating Agreements, Limited Partnerships (LTD), etc. **See Document 00100, paragraph 1.5 JOINT VENTURES (JV), LIMITED LIABILITY**
- (4) Any Small Business Administration (SBA) certifications.

- (5) Current company balance sheets (Will be used for responsibility determination, see Document 00100, paragraph 1.3. PREAWARD SURVEY/RESPONSIBILITY DETERMINATION)
- (6) Final DCAA Audit Report or Company's indirect rate computation worksheets with certification, see Document 00100, paragraph 1.4 INDIRECT COST RATES.

Contractors shall also follow instructions in Document 00110.

## 1.2 AMENDMENTS

Amendments will normally be posted to the web site <https://www.fbo.gov>. It is the offeror's responsibility to check the web site periodically for any amendments to the solicitation.

## 1.3 PREAWARD SURVEY/RESPONSIBILITY DETERMINATION

FAR §9.104 requires prospective contractors to demonstrate, among other things, that they have adequate financial resources to perform the contract, or ability to obtain them, capability to comply with the required performance schedule, a satisfactory performance record, and be otherwise eligible to receive an award under applicable laws and regulations. The pre-award survey is not a part of the technical evaluation. Please include, at a minimum, the following information in Phase II as a part of your price proposal under a separate tab, entitled "Pre-Award Survey Information." Other information may be requested as directed by the Contracting Officer and the information shall be submitted within three working days of the request.

- a. Company financial statements (balance sheets and income statements) for past three years.
- b. Financial resources available to perform the contract. Submit evidence of availability of working/operating capital that will be used for the performance of the contract. If the offeror plans to rely on financial support from other sources, identify the maximum lines of credit that will be available to include documentation to support the amounts. The maximum lines of credit should be based upon the inclusion of this contract effort. For joint ventures discuss the financial responsibilities among companies and provide same information for each partner.
- c. Newly-formed entities (e.g. limited liability companies ("LLC's"), limited partnerships ("LTD's") and newlycreated corporate subsidiaries) that is the entity liable on the contract ordinarily have no record—or an insufficient record—of relevant experience, past performance, and financial capability to support a responsibility determination. In such cases, the offeror may rely on the resources of the LLC member, parent, limited partner, or other entities related to the offeror for responsibility purposes where the offer submits a guaranty from the entity providing the resources.
- d. Positive proof of your company's maximum bonding capacity per year in the form of a letter from your surety**

## 1.4 INDIRECT COST RATES

To determine Home Office Overhead (G&A), Field Office Overhead (Field Office and Other Overhead), and Fringe benefits, submit your Final DCAA Audit Report.

If you DO NOT have a Final DCAA Audit Report, submit your company's indirect rate computation worksheets with certification that the information is current, accurate and complete.

If none of the above is provided, the Contractor shall apply the NAVFAC standard rates (see Document 00800, paragraph 2.7 CONTRACT MODIFICATION) for all modifications for the life of the contract.

The Government has the right to incorporate acceptable rates at time of award or issue a modification after award. Once the rates are determined, they will be in effect for the life of the contract.

#### 1.5 JOINT VENTURES (JV), LIMITED LIABILITY COMPANIES (LLC), LIMITED PARTNERSHIPS (LTD), ETC.

If the information requested in this paragraph is provided in Document 00110, Paragraph 2.2a, Factor 1 – Technical Approach, (a)(2), resubmission of the same information is not required, however, please identify by paragraph and page number where the information required by this paragraph can be found in your proposal. Joint Ventures and Limited Liability Companies and Limited Partnerships shall submit the following additional documentation regarding their business entities in Phase II:

- a. A copy of the JV, LLC or LTD agreement.
- b. A detailed statement outlining the following in terms of percentages where appropriate:
  1. The relationship of the team/partners/parties in terms of business ownership, capital contribution, profit distribution or loss sharing.
  2. The management approach in terms of who will conduct, direct, supervise, and control.
  3. The structure and decision-making responsibilities of the partners/parties in terms of who will control the manner and method of performance of work.
  4. Identify (by name and title) the personnel having the authority to legally bind the partners/parties (including authority to execute the contract documents and bonds).
- c. A list of partners/parties, to include company name, DUNS and CAGE Numbers, Address, Point of Contact, Email address, phone number and facsimile number.

#### 1.6 INQUIRIES/REQUEST FOR INFORMATION (RFI)

Contractors shall email all their inquiries and RFIs for Phase I of this request for proposal (RFP) to [kris.nakashima@navy.mil](mailto:kris.nakashima@navy.mil) no later than 2:00 p.m. H.S.T., 27 April 2015. Point of contact for this RFP is Ms. Kris Nakashima, Construction Acquisition Division (OPHA2), (808) 474-3783, Naval Facilities Engineering Command Hawaii, 400 Marshall Road, Building A-13, JBPHH, Hawaii 96860-3139.

#### 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JULY 2013)

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

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the System for Award Management SAM database means that--

(1) The offeror has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see Subpart 4.14) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record "Active".

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

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

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

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

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

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

(i) Company legal business.

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

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

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

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

(End of clause)

#### 52.211-2 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST) (APR 2014)

(a) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(1) ASSIST (<https://assist.dla.mil/online/start/>);

(2) Quick Search (<http://quicksearch.dla.mil/>);

(3) ASSISTdocs.com (<http://assistdocs.com>).

(b) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(1) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(2) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of provision)

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

(Fill in to be provided with individual task orders, if applicable)

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

(End of provision)

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

DOCUMENT 00100

Page 5 of 24

Amendment 0001

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

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

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

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

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

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

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

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

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

(i) The solicitation number;

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

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

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

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

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

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

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--  
(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

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

(3) It is the only proposal received.

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

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

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

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

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

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

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

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

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

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

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

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to

evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (iv) A summary of the rationale for award.
- (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
  
- (vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

#### 52.215-5 FACSIMILE PROPOSALS (OCT 1997)

(Fill in to be provided with individual task orders, if applicable)

- (a) Definition. Facsimile proposal, as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.
- (b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

(c) The telephone number of receiving facsimile equipment is: [insert telephone number] .

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document--

- (1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;
- (2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and
- (3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

(End of provision)

#### 52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2003)

- (a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in FAR 31.205-10(b) are met. One of the allowability criteria requires the prospective Contractor to propose facilities capital cost of money in its offer.
  
- (b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

(End of provision)

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010)

(a) Exceptions from certified cost or pricing data. (1) In lieu of submitting certified cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for certified cost or pricing data. If the offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The offeror shall prepare and submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER

DOCUMENT 00100

Page 10 of 24

Amendment 0001

THAN CERTIFIED COST OR PRICING DATA (OCT 2010)—ALTERNATE IV (OCT 2010)

(Fill in to be provided with individual task orders, if applicable)

(a) Submission of certified cost or pricing data is not required.

(b) Provide data described below: [Insert description of the data and the format that are required, including the access to records necessary to permit an adequate evaluation of the proposed price in accordance with 15.403-3.]

(End of provision)

52.215-22 LIMITATIONS ON PASS-THROUGH CHARGES--IDENTIFICATION OF SUBCONTRACT EFFORT (OCT 2009)

(a) Definitions. Added value, excessive pass-through charge, subcontract, and subcontractor, as used in this provision, are defined in the clause of this solicitation entitled "Limitations on Pass-Through Charges" (FAR 52.215-23).

(b) General. The offeror's proposal shall exclude excessive pass-through charges.

(c) Performance of work by the Contractor or a subcontractor. (1) The offeror shall identify in its proposal the total cost of the work to be performed by the offeror, and the total cost of the work to be performed by each subcontractor, under the contract, task order, or delivery order.

(2) If the offeror intends to subcontract more than 70 percent of the total cost of work to be performed under the contract, task order, or delivery order, the offeror shall identify in its proposal--

(i) The amount of the offeror's indirect costs and profit/fee applicable to the work to be performed by the subcontractor(s); and

(ii) A description of the added value provided by the offeror as related to the work to be performed by the subcontractor(s).

(3) If any subcontractor proposed under the contract, task order, or delivery order intends to subcontract to a lower-tier subcontractor more than 70 percent of the total cost of work to be performed under its subcontract, the offeror shall identify in its proposal--

(i) The amount of the subcontractor's indirect costs and profit/fee applicable to the work to be performed by the lower-tier subcontractor(s); and

(ii) A description of the added value provided by the subcontractor as related to the work to be performed by the lower-tier subcontractor(s).

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price Indefinite Delivery/Indefinite Quantity contract resulting from this solicitation.

(End of provision)

52.216-27 SINGLE OR MULTIPLE AWARDS. (OCT 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

(End of provision)

52.217-3 EVALUATION EXCLUSIVE OF OPTIONS (APR 1984)

The Government will evaluate offers for award purposes by including only the price for the basic requirement; i.e., options will not be included in the evaluation for award purposes.

(End of provision)

52.217-4 EVALUATION OF OPTIONS EXERCISED AT TIME OF CONTRACT AWARD (JUN 1988)

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 the total price for the basic requirement together with any option(s) exercised at the time of award.

(End of provision)

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)

52.222-5 CONSTRUCTION WAGE RATE REQUIREMENTS--SECONDARY SITE OF THE WORK (MAY 2014)

(a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Construction Wage Rate Requirements , of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

(End of provision)

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
69.1%	6.9%

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 Hawaii.

(End of provision)

52.225-10 NOTICE OF BUY AMERICAN REQUIREMENT--CONSTRUCTION MATERIALS (MAY 2014)

(a) Definitions. "Commercially available off-the-shelf (COTS) item," "construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American --Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

52.225-12 NOTICE OF BUY AMERICAN REQUIREMENT-- CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (MAY 2014)

(a) Definitions. "Commercially available off-the-shelf (COTS) item," "construction material," "designated country construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American -- Construction Materials Under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b) Requests for determination of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers. (1) When an offer includes foreign construction material, other than designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the offeror shall be required to furnish such domestic or designated country construction material. An offer based on use of the foreign construction material for which an exception was requested-- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

#### 52.225-12 NOTICE OF BUY AMERICAN ACT REQUIREMENT-- CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (MAY 2014) ALTERNATE II (JUN 2009)

(a) Definitions. "Commercially available off-the-shelf (COTS) item," "construction material," "designated country construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act-- Construction Materials Under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b) Requests for determination of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination

before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material, except foreign construction material from a designated country other than Bahrain, Mexico, or Oman that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material other than Bahrainian, Mexican, or Omani construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material other than Bahrainian, Mexican, or Omani construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

#### 52.225-22 NOTICE OF REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS—BUY AMERICAN STATUTE—CONSTRUCTION MATERIALS (MAY 2014)

(a) Definitions. “Construction material,” “domestic construction material,” “foreign construction material,” “manufactured construction material,” “steel,” and “unmanufactured construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Required Use of Iron, Steel, and Manufactured Goods—Buy American statute—Construction Materials” (Federal Acquisition Regulation (FAR) clause 52.225-21).

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of section 1605 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) or the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-21 in the request. If an offeror has not requested a determination regarding the inapplicability of section 1605

of the Recovery Act or the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) If the Government determines that an exception based on unreasonable cost of domestic construction material applies in accordance with FAR 25.604, the Government will evaluate an offer requesting exception to the requirements of section 1605 of the Recovery Act or the Buy American statute by adding to the offered price of the contract—

(i) 25 percent of the offered price of the contract, if foreign manufactured construction material is incorporated in the offer based on an exception for unreasonable cost of comparable manufactured domestic construction material; and

(ii) 6 percent of the cost of foreign unmanufactured construction material included in the offer based on an exception for the unreasonable cost of comparable domestic unmanufactured construction material.

(2) If the solicitation specifies award on the basis of factors in addition to cost or price, the Contracting Officer will apply the evaluation factors as specified in paragraph (c)(1) of this provision and use the evaluated price in determining the offer that represents the best value to the Government.

(3) Unless paragraph (c)(2) of this provision applies, if two or more offers are equal in price, the Contracting Officer will give preference to an offer that does not include foreign construction material excepted at the request of the offeror on the basis of unreasonable cost of comparable domestic construction material.

(d) Alternate offers. (1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(3) of the clause at FAR 52.225-21, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer and a separate cost comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-21 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-21 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested—

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

#### 52.225-24 NOTICE OF REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS—BUY AMERICAN STATUTE—CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (MAY 2014)

(a) Definitions.

“Construction material,” “domestic construction material,” “foreign construction material,” “manufactured construction material,” “Recovery Act designated country construction material,” “steel,” and “unmanufactured construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Required Use

of Iron, Steel, and Manufactured Goods—Buy American statute—Construction Materials Under Trade Agreements” (Federal Acquisition Regulation (FAR) clause 52.225-23).

(b) Requests for determination of inapplicability. An offeror requesting a determination regarding the inapplicability of section 1605 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) or the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-23 in the request. If an offeror has not requested a determination regarding the inapplicability of section 1605 of the Recovery Act or the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.

(1) If the Government determines that an exception based on unreasonable cost of domestic construction material applies in accordance with FAR 25.604, the Government will evaluate an offer requesting exception to the requirements of section 1605 of the Recovery Act or the Buy American statute by adding to the offered price of the contract--

(i) 25 percent of the offered price of the contract, if foreign manufactured construction material is included in the offer based on an exception for the unreasonable cost of comparable manufactured domestic construction material; and

(ii) 6 percent of the cost of foreign unmanufactured construction material included in the offer based on an exception for the unreasonable cost of comparable domestic unmanufactured construction material.

(2) If the solicitation specifies award on the basis of factors in addition to cost or price, the Contracting Officer will apply the evaluation factors as specified in paragraph (c)(1) of this provision and use the evaluated cost or price in determining the offer that represents the best value to the Government.

(3) Unless paragraph (c)(2) of this provision applies, if two or more offers are equal in price, the Contracting Officer will give preference to an offer that does not include foreign construction material excepted at the request of the offeror on the basis of unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material, other than Recovery Act designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-23, the offeror also may submit an alternate offer based on use of equivalent domestic or Recovery Act designated country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer and a separate cost comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-23 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-23 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or Recovery Act designated country construction material, and the offeror shall be required to furnish such domestic or Recovery Act designated country construction material. An offer based on use of the foreign construction material for which an exception was requested—

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

52.225-24 NOTICE OF REQUIRED USE OF AMERICAN IRON, STEEL, AND OTHER MANUFACTURED GOODS—BUY AMERICAN ACT—CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (MAY 2014) ALTERNATE II (MAR 2009)

(a) Definitions.

Bahrainian, Mexican, or Omani construction material” means a construction material that—

(1) Is wholly the growth, product, or manufacture of Bahrain, Mexico, or Oman; or

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

“Construction material,” “domestic construction material,” “foreign construction material,” “manufactured construction material,” “Recovery Act designated country construction material,” “steel,” and “unmanufactured construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Required Use of Iron, Steel, and Other Manufactured Goods—Buy American statute—Construction Materials Under Trade Agreements” (Federal Acquisition Regulation (FAR) clause 52.225-23).

(b) Requests for determination of inapplicability. An offeror requesting a determination regarding the inapplicability of section 1605 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) or the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-23 in the request. If an offeror has not requested a determination regarding the inapplicability of section 1605 of the Recovery Act or the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.

(1) If the Government determines that an exception based on unreasonable cost of domestic construction material applies, the Government will evaluate an offer requesting exception to the requirements of section 1605 of the Recovery Act or the Buy American statute by adding to the offered price of the contract—

(i) 25 percent of the offered price of the contract, if foreign iron, steel, or other manufactured goods are used as construction material based on unreasonable cost of comparable manufactured domestic construction material; and

(ii) 6 percent of the cost of foreign unmanufactured construction material included in the offer based on unreasonable cost of comparable domestic unmanufactured construction material.

(2) If two or more offers are equal in price, the Contracting Officer will give preference to an offer that does not include foreign construction material excepted at the request of the offeror on the basis of unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material, except foreign construction material from a Recovery Act designated country other than Bahrain, Mexico, or Oman that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-23, the offeror also may submit an alternate offer based on use of equivalent domestic or Recovery Act designated country construction material other than Bahrainian, Mexican, or Omani construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer and a separate cost comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-23 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-23 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or Recovery Act designated country construction material other than Bahrainian, Mexican, or Omani construction material. An offer based on use of the foreign construction material for which an exception was requested—

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

#### 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

NAVFAC Hawaii  
Construction Acquisition Division (OPHA2)  
400 Marshall Road  
JBPHH, HI 96860-3139

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

(End of provision)

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

(Fill in to be provided with individual task orders, if applicable)

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

(b) Site visits may be arranged during normal duty hours by contacting:

Name:

Address:

Telephone:

(End of provision)

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) – ALTERNATE I (FEB 1995)

(Fill in to be provided with individual task orders, if applicable)

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

(b) An organized site visit has been scheduled for--

[Insert date and time]

(c) Participants will meet at--

[Insert location]

(End of provision)

52.236-28 PREPARATION OF PROPOSALS--CONSTRUCTION (OCT 1997)

(a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including--

(1) Lump sum price;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words “no proposal” in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

(End of provision)

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its

quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

(End of provision)

252.211-7001 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS NOT LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST), AND PLANS, DRAWINGS, AND OTHER PERTINENT DOCUMENTS (MAY 2006)

(Fill in to be provided with individual task orders, if applicable)

Offerors may obtain the specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this solicitation by submitting a request to:

NAVFAC Hawaii  
Construction Acquisition Division (OPHA2)  
400 Marshall Road  
JBPHH, HI 96860-3139

Include the number of the solicitation and the title and number of the specification, standard, plan, drawing, or other pertinent document.

(End of Provision)

252.211-7002 AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS, STANDARDS, PLANS, DRAWINGS, DATA ITEM DESCRIPTIONS, AND OTHER PERTINENT DOCUMENTS (DEC. 1991)

(Fill in to be provided with individual task orders, if applicable)

The specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this solicitation are not available for distribution but may be examined at the following location:

NAVFAC Hawaii  
Construction Acquisition Division (OPHA2)  
400 Marshall Road  
JBPHH, HI 96860-3139

(End of provision)

252.236-7006 COST LIMITATION (JAN 1997)

(a) Certain items in this solicitation are subject to statutory cost limitations. The limitations are stated in the Schedule.

(b) An offer which does not state separate prices for the items identified in the Schedule as subject to a cost limitation may be considered nonresponsive.

(c) Prices stated in offers for items subject to cost limitations shall include an appropriate apportionment of all costs, direct and indirect, overhead, and profit.

(d) Offers may be rejected which--

(1) Are materially unbalanced for the purpose of bringing items within cost limitations; or

(2) Exceed the cost limitations, unless the limitations have been waived by the Government prior to award.

(End of provision)

#### 252.236-7008 CONTRACT PRICES - BIDDING SCHEDULES. (DEC 1991)

(a) The Government's payment for the items listed in the Bidding Schedule shall constitute full compensation to the Contractor for --

(1) Furnishing all plant, labor, equipment, appliances, and materials; and

(2) Performing all operations required to complete the work in conformity with the drawings and specifications.

(b) The Contractor shall include in the prices for the items listed in the Bidding Schedule all costs for work in the specifications, whether or not specifically listed in the Bidding Schedule.

#### 5252.215-9302 NUMBER OF COPIES/TIME OF RECEIPT (JUN 1994)

(Fill in to be provided with individual task orders, if applicable)

All proposals should be submitted in (#) copies of half-size copies and one full-size set of ozalid prints. Instructions concerning the time and place of delivery are provided on the first page (Standard Form 1442) of this Request for Proposals. The price proposal, including acknowledgment of amendments, guarantee bond and completed representations and certifications, need only be submitted in triplicate.

#### 5252.228-9300, INDIVIDUAL SURETY/SURETIES (JUN 1994)

As prescribed in FAR 28.203(a), individual sureties will be permitted. In order for the Contracting Officer to make a determination as to the acceptability of individuals proposed as sureties, as prescribed in FAR 28-203(b), all proposers who submit bonds which are executed by individual sureties are requested to furnish additional information in support of SF-28, Affidavit of Individual Surety, with the bonds. Pursuant to Instruction 3(b) of Standard Form 24, the Bond, Standard Form 25, the Performance Bond, and the Standard Form 25A, the Payment Bond, the Contracting Officer requests the following information:

(a) Equity Securities (Stock):

(1) State the place(s) of incorporation and address of the principal place of business for each issuing corporation listed.

- (2) State whether the security issued was issued by public or private offering and give the place of registration of the security.
- (3) State whether the security is presently, actively traded.
- (b) Debt Securities (Bonds) and Certificates of Deposit:
- (1) List the type of bonds held and their maturity dates.
- (2) State the name, address, and telephone number of the issuing agency, firm or individual.
- (3) State the complete address(es) where the bonds are held.
- (4) State whether the bonds have been pledged as security or have otherwise been encumbered.
- (c) Real Property Interests:
- (1) Provide complete recording data for the conveyance of each parcel or interest listed to the individual proposed as surety.
- (2) State whether the values listed are based upon personal evaluation or evaluation of an experienced real estate appraiser. If available, provide copies of written appraisals.
- (3) State the method(s) of valuation upon which appraisal is based.
- (4) Provide the assessed value of each property interest listed utilized by the appropriate tax assessor for purposes of property taxation.
- (5) Provide the telephone number, including area code, for the tax assessor who performed the most recent tax assessment.
- (6) State whether each real property interest listed is currently under lien or in any way encumbered and the dollar amount of each such lien or encumbrance.
- (d) Persons Proposed as Individual Sureties:
- (1) A current list of all other bonds (bid, performance, and payment) on which the individual is a surety and bonds for which the individual is requesting to be a surety.
- (2) A statement as to the percent of completion of projects for which the individual is bound on a performance bond.

This information is necessary to enable the Contracting Officer to evaluate the sufficiency of the surety's net worth in a timely manner.

5252.228 9302 BID GUARANTEE (OCT 2004)

(Applies to Basic Contract. See Document 00100 paragraph 1.1a)

To assure the execution of the contract and the performance and payment bonds, each bidder/offeror shall submit with its bid/offer a guarantee bond (Standard Form 24) executed by a surety company holding a certificate of authority from the Secretary of the Treasury as an acceptable surety, or other security as provided in FAR Clause 52.228-1, "Bid Guarantee". Security shall be in a penal sum equal to at least 20 percent of the largest amount for which award can be made under the bid submitted, but in no case to exceed \$3,000,000. A copy of the agent's authority to sign bonds for the surety company shall accompany the bid guarantee bond. (End of provision)

5252.236-9308, INFORMATION CONCERNING COST LIMITATIONS (JUN 1994)

(Fill in to be provided with individual task orders, if applicable)

The Navy has available \_\_\_\_\_ for the award of this contract. Proposals in excess of this amount will not be considered. Proposers should prepare their proposals so as to permit award at a price within the cost limitation. The Basis of Award is specified in paragraph \_\_. The type of construction, materials and physical amenities provided for any type unit, including senior officer and flag officers, shall be generally similar to those proposed for any other unit in the project and that the cost per net square foot to the 5 foot line of all units in the project be approximately the same.

DOCUMENT 00110  
EVALUATION FACTORS FOR AWARD

DOCUMENT 00110

EVALUATION FACTORS

TABLE OF CONTENTS

PART I. GENERAL

- 1.1 CONTRACT SCOPE
- 1.2 PREFERENCE FOR MAKING MULTIPLE AWARDS
- 1.3 MAGNITUDE OF THE ACQUISITION
- 1.4 PROPOSAL EVALUATION
- 1.5 ENFORCEABILITY OF THE PROPOSAL

PART II. EVALUATION CRITERIA

- 2.1 BASIS OF AWARD
- 2.2 EVALUATION FACTORS

ATTACHMENTS

- (A) – CONSTRUCTION & DESIGN EXPERIENCE PROJECT DATA SHEET
- (B) – PAST PERFORMANCE QUESTIONNAIRES

## EVALUATION FACTORS

### PART I – GENERAL

#### 1.1 CONTRACT SCOPE

The work includes, but is not limited to labor, supervision, tools, materials and equipment necessary to perform new construction, repair, alteration and related demolition of existing infrastructure based on Design-Build or Design-Bid-Build (Full Plans and Specifications) for infrastructure within the State of Hawaii. Infrastructure is defined as: 1) residential building construction for single family and/or multi-family housing; 2) construction for industrial buildings and warehouses; 3) nonresidential buildings, other than industrial buildings and warehouses; or 4) improvements such as utilities, landscaping, airfields and roadways. The areas of consideration will include, but not be limited to, Navy, Marine Corps, Air Force and miscellaneous Federal and other facilities. Task orders will be issued for the work that may require design and construction services. In support of the Design-Build work, the Contractor shall employ the services of an architect/engineering professional experienced in the coordination of multi-disciplined architectural/engineering design efforts in all aspects of general building and new and renovation projects.

#### 1.2 PREFERENCE FOR MAKING MULTIPLE AWARDS

This acquisition is being advertised as a competitive HUBZone set-aside and is a source selection procurement requiring non-cost/price, past performance and price proposals. This procurement consists of one solicitation with the intent to award multiple Indefinite Delivery/Indefinite Quantity (IDIQ) contracts. The Government intends to award a minimum of two IDIQ contracts.

#### 1.3 MAGNITUDE OF THE ACQUISITION

The total maximum dollar value of this acquisition is \$245,000,000 for all contracts over the life of the contracts or 60 months, whichever occurs first. The minimum guarantee for the base period only will be \$10,000. The minimum guarantee may be met by the issuance of a task order during the base period or option period(s). The task order minimum and maximum will be stated as \$150,000 to \$10,000,000, respectively.

#### 1.4 PROPOSAL EVALUATION

a. This is a two-phase procurement. In Phase 1 of the two-phase design-build selection procedure, the Offerors will submit and the Government will evaluate Factors 1 through 4 (see paragraph 2.2). The Government will then short list a maximum of 8 of the most qualified Phase 1 Offerors to compete for the design-build Multiple Award Construction Contracts in Phase 2. Factor 1 will only be rated Acceptable or Unacceptable. If an Offeror is rated Unacceptable in Factor 1, they will not be considered for Phase 2.

b. In Phase 2 of the two-phase design-build selection procedure, the short-listed offerors will submit Factor 5 (see paragraph 2.2). In making the best value award decision after Phase 2, the government will consider the evaluated ratings for Factors 2 through 5 and price.

c. The Government intends to evaluate all proposals received and award multiple contracts without conducting discussions; therefore, your initial proposal shall conform to the solicitation requirements and should contain the best offer. However, the Government reserves the right to clarify certain aspects of the proposals, or may conduct discussions if it is deemed necessary to obtain the best value for the Government.

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

e. Any proposal found to have a deficiency in meeting the stated solicitation requirements or performance objectives will be considered ineligible for award, unless the deficiency is corrected through discussions. Significant weakness or multiple weaknesses may impact either the individual factor rating or the overall rating for the proposal. Any proposal with a rating that is less than acceptable for a factor will require correction before being considered for award of a contract.

f. The Government reserves the right to eliminate from consideration for award any or all offers at any time prior to award of the contracts.

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

## 1.5 ENFORCEABILITY OF THE PROPOSAL

The proposals must set forth full, accurate and complete information as required by this solicitation. The Government will rely on such information in the award of the contracts. By submission of the offer, the Offeror agrees that all items proposed (e.g., key personnel, designers, subcontractors, etc.) will be utilized for the duration of the contract and any substitutions will be equal or better than as proposed and accepted for contract award and shall require prior Contracting Officer's approval.

## PART II – EVALUATION CRITERIA

### 2.1 BASIS OF AWARD

The Government intends to award multiple Indefinite Delivery Indefinite Quantity (IDIQ) type contracts to those responsible Offerors whose offers, conforming to the solicitation, are determined to be the most advantageous to the Government considering non-cost/price factors, past performance and price. The relative order of importance of the non-cost/price evaluation factors is that technical factors are equal to each other and when combined are equal importance to the performance confidence assessment (past performance). The combined non-cost/price factors are approximately equal to price. The importance of price will increase if the Offerors' non-cost/price proposals are considered essentially equal in terms of overall quality, or if price is so high as to significantly diminish the value of a non-cost/price proposal's superiority to the Government. Award may be made to other than the lowest priced Offerors or other than the highest technically rated Offerors. Business judgments and tradeoffs may be used to determine the proposals offering the best value to the Government. In determining the best value to the Government, the Government need not quantify the tradeoffs that led to the best value decision. The Government also reserves the right to cancel the solicitation if only one proposal is determined to represent the most advantageous proposal.

### 2.2 EVALUATION FACTORS

Non-Cost/Price Evaluation Factors:

Phase I:

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

Phase II:  
Factor 5 – Energy and Sustainable Design

Price (for the seed project which may or may not be awarded.) Project Title: Seed project will be identified in Phase 2.

Price proposal will consist of lump sum pricing for the seed project. The total price proposed will be evaluated to ensure fair and reasonable pricing.

a. NON-COST/PRICE EVALUATION FACTORS

Factor 1 – Technical Approach:

(a) Solicitation Submittal Requirements:

The composition and management of the firms proposed as the design-build (DB) team for this contract will be evaluated in this factor.

The Offeror shall submit the following information:

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

The technical approach narrative shall be Arial 11 font (minimum) and limited to one (1) double-sided page (or two (2) single-sided pages) including the organizational chart. The information requested in item #2 below is not included in this page limitation.

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

(b) Basis of Evaluation:

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

Factor 2 – Experience:

(a) Solicitation Submittal Requirements:

The Offeror shall submit the following information:

(1) Construction Experience:

Submit a maximum of five (5) construction projects in which the Offeror was the Prime Contractor that best demonstrates the Offeror's experience on recent relevant projects that are similar in size, scope, and complexity to the RFP. Out of the maximum of five (5) construction projects, at least 2 projects shall be new construction and 1 project shall be repair/alteration or related demolition of existing infrastructure. For purposes of this evaluation, a recent relevant project is defined as new construction and/or repair, alteration and related demolition of existing infrastructure completed within the past five years of the proposal issue date for this RFP. Infrastructure is defined as: 1) residential building construction; 2) construction for industrial buildings and warehouses; 3) nonresidential buildings, other than industrial buildings and warehouses; or 4) improvements such as utilities, landscaping, airfields and roadways. "New Construction" is defined as construction that provides for new or expanded facilities or infrastructure. New construction does not include repair and/or modernization of an existing facility nor does it include replacement or upgrade to an existing infrastructure. Also, the Offeror must have been a Prime Contractor for the projects and each project shall be **\$7M** or more in dollar value and be completed within the past five (5) years of the date of issuance of this RFP.

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

The attached Construction & Design Experience Project Data Sheet (Attachment A) is MANDATORY and SHALL be used to submit project information. If the same project is being used to demonstrate construction and design experience, submit separate Project Data Sheets for construction and design. Except as specifically requested, the Government will not consider information submitted in addition to this form. Do not alter the Construction & Design Experience Project Data Sheet (Attachment A) with the exception of expanding the individual blocks on this form; however, total length for each project data sheet shall not exceed one (1) double-sided page (or two (2) single-sided pages) and shall be Arial 11 font (minimum).

For all submitted projects, the description of the project shall clearly describe the scope of work performed and the relevancy to the project requirements of this RFP (i.e.: unique features, area, construction methods). In addition, the description should also address any sustainable features for the project, including specific descriptions of those features. Provide applicable documentation on projects that were validated and/or certified through U.S. Green Building Council (USGBC) or the equivalent organization or process. The validation or certification documentation will not be included in the page limitation of the Construction & Design Experience Project Data Sheet (Attachment A).

If the Offeror is a Joint Venture (JV) or a participant of Small Business Administration (SBA) Mentor-Protégé Program, recent relevant project experience should be submitted for projects completed by the Joint Venture entity or SBA Mentor-Protégé. If the JV or SBA Mentor-Protégé does not have shared experience, recent relevant projects shall be submitted for each JV partner or for the Mentor and Protégé. Offerors who fail to submit experience for all JV partners or Mentor and Protégé may be rated lower. Offerors are still limited to a total of five (5) projects combined.

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

The Offeror may utilize experience of a subcontractor that will perform major or critical aspects of the requirement to demonstrate construction experience under this evaluation factor. The Offer must provide a letter of commitment that the subcontractor will have involvement in performance of this contract.

## (2) Design Experience

Submit a maximum of five (5) design projects for the designer of record (Lead A-E that coordinates, facilitates and stamps the overall project) that best demonstrates design experience on recent relevant projects that are similar in size, scope, and complexity to the RFP. For purposes of this evaluation, a recent relevant project is defined as design of new and/or repair and alteration of existing infrastructure. Infrastructure is defined as: (1) residential building construction; 2) construction for industrial buildings and warehouses; 3) nonresidential buildings, other than industrial buildings and warehouses; or 4) improvements such as utilities, landscaping, airfields and roadways. "New Construction" is defined as construction that provides for new or expanded facilities or infrastructure. New construction does not include repair and/or modernization of an existing facility nor does it include replacement or upgrade to an existing infrastructure. A-E design experience is on construction projects valued at **\$7M** or more. All recent relevant project designs shall be completed within the past five (5) years of the issuance of this RFP.

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

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

The attached Construction & Design Experience Project Data Sheet (Attachment A) is **MANDATORY** and **SHALL** be used to submit project information. If the same project is being used to demonstrate construction and design experience, submit separate Project Data Sheets for construction and design. Except as specifically requested, the Government will not consider information submitted in addition to this form. Do not alter the Construction & Design Experience Project Data Sheet (Attachment A) with the exception of expanding the individual blocks on this form; however, total length for each project data sheet shall not exceed one (1) double-sided page (or two (2) single-sided pages) and shall be Arial 11 font (minimum).

For all submitted projects, the description of the project shall clearly describe the scope of work performed and the relevancy to the project requirements of this RFP (i.e.: unique features, area, construction methods). In addition, the description should also address any sustainable features for the project, including specific descriptions of those features. Provide applicable documentation on projects that were validated and/or certified through U.S. Green Building Council (USGBC) or the equivalent organization or process. The validation or certification documentation will not be included in the page limitation of the Construction & Design Experience Project Data Sheet (Attachment A). Also, the description should address features detailing how the work was completed in accordance with the "Secretary of the Interior's Standards for the Treatment of Historic Properties.

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

The Offeror may utilize experience of a subcontractor that will perform major or critical aspects of the requirement to demonstrate construction experience under this evaluation factor. The Offer must provide a letter of commitment that the subcontractor will have involvement in performance of this contract.

(b) Basis of Evaluation:

The basis of evaluation will include the Offeror's demonstrated experience and depth of experience in performing recent relevant construction and design projects as defined in the solicitation submittal requirements. The assessment of the Offeror's recent relevant experience will be used as a means of evaluating the capability of the Offeror to successfully meet the requirements of the RFP. The Government will only review the first five (5) recent relevant projects from the prime contractor and the first five (5) recent relevant projects from the designer of record. Any projects submitted in excess of the first five (5) for Construction Experience and five (5) for Design Experience will not be considered.

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

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

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

Recent relevant projects where the Offeror performed major or critical aspects of the project may be considered more favorably than major or critical aspects of the project performed by a subcontractor or design subcontractor.

Recent relevant projects that the JV entity completed may be considered more favorably than those projects that were completed by only one JV partner.

Factor 3 – Past Performance:

(a) Solicitation Submittal Requirements:

If a completed Construction Contractor Appraisal Support System (CCASS)/Contractor Performance Assessment Report (CPAR) evaluation is available, it shall be submitted with the proposal for each project included in factor 2 for construction experience. If a completed AE Contractor Appraisal Support System (ACASS)/CPAR evaluation is available, it shall be submitted with the proposal for each project included in factor 2 for design experience. If there is not a completed CCASS, ACASS, or CPAR evaluation then submit Past Performance Questionnaires (Attachment B) for each project included in Factor 2 for both Construction Experience and Design Experience. Evidence of customer satisfaction shall be from the owner and/or their representative responsible for the construction contract administration of construction projects or design administration of design projects. For construction contractors, it shall not be from the designer on a design build project nor shall it be from a prime construction contractor for a subcontractor. For design firms, it shall not be from the construction contractor on a design build project nor shall it be from prime consultant to a subconsultant or from a subconsultant to a prime consultant. The Offeror should provide completed Past Performance Questionnaires (PPQ) in the proposal. Offerors shall not incorporate by reference into their proposal PPQs previously submitted for other RFPs. However, previously completed PPQs in full text submitted for other RFPs will be accepted. All previously completed PPQs shall include all information requested in Attachment B , NAVFAC/USACE Past Performance Questionnaire (Form PPQ-0) located the end of

Document 00110. This does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation.

Offerors may provide any information on problems encountered and the corrective actions taken on projects submitted under Factor 2 – Experience. Offerors may also address any adverse past performance issues. Explanations shall be Arial 11 font (minimum) and shall not exceed two (2) double-sided pages (or four (4) single-sided pages) in total.

The Government reserves the right to contact references for verification or additional information. The Government's inability to contact any of the Offeror's references or the references unwillingness to provide the information requested may affect the Government's evaluation of this factor.

Performance award or additional information submitted will not be considered.

(b) Basis of Evaluation:

This evaluation focuses on how well the Offeror performed on the recent relevant projects submitted under Factor 2 – Experience and past performance on other projects currently documented in known sources. In addition to the above, the Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources including sources outside of the Government. Other sources may include, but are not limited to, past performance information retrieved through the Past Performance Information Retrieval System (PPIRS) using all CAGE/DUNS numbers of Contractors who are part of a partnership or joint venture identified in the Offeror's proposal, inquiries of owner representative(s), Federal Awardee Performance and Integrity Information System (FAPIS), Electronic Subcontract Reporting System (eSRS), and any other known sources not provided by the Offeror.

The Government will consider the currency and relevance of the information, the source of the information, context of the data, and general trends in the Contractor's performance. This evaluation is separate and distinct from the Contracting Officer's responsibility determination. The assessment of the Offeror's past performance will be used as a means of evaluating the Offeror's probability to successfully meet the requirements of the RFP.

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

Factor 4 – Safety

(a) Submittal Requirements:

The Offeror shall submit the following information: (For a partnership or joint venture, the following submittal requirements are required for each Contractor who is part of the partnership or joint venture; however, only one safety narrative is required. EMR and DART Rates shall not be submitted for subcontractors.)

(1) Experience Modification Rate (EMR):

For the three (3) previous complete calendar years 2012, 2013 and 2014, submit your EMR (which compares your company's annual losses in insurance claims against its policy premiums over a three (3) year period). If you have no EMR, affirmatively state so and explain why. Any extenuating circumstances that affected the EMR and upward or downward trends shall be addressed as part of this element. Lower EMRs will be given greater weight in the evaluation.

(2) OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate:

For the three (3) previous complete calendar years, 2012, 2013 and 2014, submit your OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate, as defined by the U.S. Department of Labor, Occupational Safety and Health Administration. If you cannot submit an OSHA DART Rate, affirmatively state so, and explain why. Any extenuating circumstances that affected the OSHA DART Rate data and upward or downward trends shall be addressed as part of this element. Lower OSHA DART Rates will be given greater weight in the evaluation.

(3) Technical Approach for Safety:

Describe the plan that the Offeror will implement to evaluate safety performance of potential subcontractors, as a part of the selection process for all levels of subcontractors. Also, describe any innovative methods that the Offeror will employ to ensure and monitor safe work practices at all subcontractor levels. The Safety narrative shall be Arial 11 font (minimum) and limited to two (2) pages.

(b) Basis of Evaluation:

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

- Experience Modification Rate (EMR)
- OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate
- Offeror Technical Approach to Safety
- Other sources of information available to the Government

(1) Experience Modification Rate (EMR):

The Government will evaluate the EMR to determine if the Offeror has demonstrated a history of safe work practices taking into account any upward or downward trends and extenuating circumstances that impact the rating. Lower EMRs will be given greater weight in the evaluation.

(2) OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate:

The Government will evaluate the OSHA DART Rate to determine if the Offeror has demonstrated a history of safe work practices taking into account any upward or downward trends and extenuating circumstances that impact the rates. Lower OSHA DART Rates will be given greater weight in the evaluation.

(3) Technical Approach to Safety:

The Government will evaluate the narrative to determine the degree to which subcontractor safety performance will be considered in the selection of all levels of subcontractors on the upcoming project.

The Government will also evaluate the narrative to determine the degree to which innovations are being proposed that may enhance safety on this procurement. Those Offerors whose plan demonstrates a commitment to hire subcontractors with a culture of safety and who propose innovative methods to enhance a safe working environment may be given greater weight in the evaluation.

#### Factor 5 – Energy and Sustainable Design

##### (a) Solicitation Submittal Requirements:

Provide the following information, which describes how the seed project will meet or exceed the following sustainable design contract requirements.

##### (1) EPAAct 2005 Energy Efficiency Narrative:

Using the guidance outlined in Part 3 of this RFP, provide a detailed narrative to describe whether the proposed solution will meet or exceed the goal of a 30% energy reduction using the ASHRAE Std 90.1-2007, Appendix G, Building Performance Rating Method, excluding receptacle and process loads. Provide both a Baseline Building Performance and Proposed Building Performance conforming to the modeling requirements given in Table G3.1 but, excluding receptacle and process loads. Provide the proposed percent energy reduction from the Baseline Building Performance to the Proposed Building Performance. Provide the assumptions the Offeror will use to obtain a high-performance building, which will comply with these energy reduction goals. Describe the Offeror's proposed building with regards to, if applicable, building orientation; shape; fenestration; solar heat gain coefficients (SHGC); wall and roof insulation values (U-values); HVAC systems; water heating systems; lighting systems; and control systems. Organize/divide the assumptions into four areas; building orientation and configuration, building envelope, mechanical systems, and electrical systems. If the Offeror cannot achieve the 30% reduction within the budget identified, the Offeror shall state what percent energy reduction is proposed within their proposal. Do not exceed two (2) double-sided pages (or four (4) single-sided pages) with Arial 11 font (minimum). *Note: Building performance rating and percent energy reduction are calculated in terms of energy rather than energy cost.*

##### (b) Basis of Evaluation:

The Government will evaluate the Offeror's response to the Energy and Sustainable Design Factor considering the proposed energy savings.

EPAAct 2005 Energy Efficiency Narrative: The Government will evaluate the Offeror's proposed energy budget reduction relative to EPAAct 2005 energy efficiency goals, including evaluation of assumptions.

#### b. PRICE EVALUATION

PRICE PROPOSAL FOR THE SEED PROJECT (which may or may not be awarded) - Project Title: Seed project will be identified in Phase 2.

##### PROPOSAL SUBMISSION REQUIREMENTS:

With regards to price, Offerors shall complete the Proposal Schedule line item for the seed project (which may or may not be awarded).

##### BASIS OF EVALUATION

The price proposal for the seed project (which may or may not be awarded) will be evaluated to determine the reasonableness of the Offeror's proposal. One or more of the following techniques will be used to ensure a fair and reasonable price:

- Comparison of proposed prices received in response to the solicitation.
- Comparison of proposed prices with the independent Government estimate.
- Comparison of proposed prices with available historical information.
- Obtain information reports from Defense Contract Audit Agency (DCAA) or other outside agencies as required.

A price that is found to be either unreasonably high or unrealistically low in relation to the proposed work may be indicative of an inherent lack of understanding of the solicitation requirements and may result in the overall proposal not being considered for award.

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

Any inconsistency whether real or apparent, between proposed performance and price must be clearly explained in the price proposal. For example, if unique and innovative approaches are the basis for an apparently unbalanced/inconsistently price proposal, the nature of these approaches and their impact on price must be completely documented. The burden of proof of price realism rests solely with the Offeror.

DOCUMENT 00800  
SPECIAL CONTRACT REQUIREMENTS

Scope & Task Order Limits: \$150K to \$10M

DOCUMENT 00800

SPECIAL CONTRACT REQUIREMENTS

TABLE OF CONTENTS

PART I. CONTRACT TYPE/PERFORMANCE SPECIAL CONTRACT REQUIREMENTS

- 1.1 PERFORMANCE LOCATION
- 1.2 PERFORMANCE PERIOD OF CONTRACT
- 1.3 MINIMUM AND MAXIMUM AMOUNT OF TASK ORDERS
- 1.4 ELECTRONIC COMMERCE
- 1.5 DIRECTIVES
- 1.6 DAVIS BACON ACT WAGE DECISIONS

PART II. CONTRACT ADMINISTRATION DATA

- 2.1 DESIGNATION OF ADMINISTRATIVE CONTRACTING OFFICER
- 2.2 HAWAII OFFICE
- 2.3 TRAVEL COSTS
- 2.4 HOLIDAYS
- 2.5 TASK DESCRIPTION
- 2.6 TASK ORDER ADMINISTRATION
- 2.7 INVOICES
- 2.8 NOTICE OF CONSTRUCTIVE CHANGES
- 2.9 AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009
- 2.10 RAPIDGATE
- 2.11 BASE PASS FOR MARINE CORPS BASE HAWAII AND CAMP SMITH
- 2.12 ACCESS TO PEARL HARBOR NAVAL SHIPYARD CIA AND SENSITIVE AREAS**

PART III. TASK ORDER ISSUANCE PROCEDURES

- 3.1 TASK ORDER PROPOSAL SUBMISSIONS PROCEDURES
- 3.2 TASK ORDER AWARD PROCEDURES FOR MULTIPLE AWARD CONTRACTS

## PART I – CONTRACT TYPE/PERFORMANCE SPECIAL CONTRACT REQUIREMENTS

### 1.1 PERFORMANCE LOCATION

(A) The work shall be located within the State of Hawaii and includes, but not limited to, Navy, Marine Corps, Air Force, and miscellaneous Federal and other facilities.

(B) The exact locations of the work will be indicated by the Contracting Officer in each task order.

### 1.2 PERFORMANCE PERIOD OF CONTRACT

(A) The contract term shall be for a period of one year after award of a contract and shall include four 12-month option periods.

(B) The Government has the option to extend the term of the contract in accordance with FAR 52.217-9, OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000), in Document 00700.

### 1.3 MINIMUM AND MAXIMUM AMOUNT OF TASK ORDERS

(A) The Contractor shall, upon receipt of a duly executed task order, perform all work required of this contract and such further requirements as may be contained in the task order for projects described in said task order. The Contractor shall complete all work under this contract within the period of time specified in said task order.

(B) The minimum guarantee for the resultant contracts is \$10,000 for the base period only.

(C) The minimum and maximum task order dollar value are \$150,000 and \$10,000,000, respectively. The Contractor is required to submit a proposal if a task order RFP is issued for any work designated within this range of \$150,000 to \$10,000,000. The Contractor is not obligated to submit a proposal if a task order RFP is issued for any work outside of this range.

(D) Each contract awarded will be funded for the minimum guaranteed amount of \$10,000 (base year only). As task orders are issued, the minimum guaranteed amount will be deobligated from the basic contract until the entire amount of \$10,000 is expended.

### 1.4 ELECTRONIC COMMERCE

The Government may issue documents using electronic commerce methods such as electronic mail (“email”) and facsimile (“fax”) in lieu of mailing. Examples of such documents include, but are not limited to, general correspondence; direction letters; Request for Proposals; Task Orders; and contract modifications. The Government will use the email address and/or fax number provided by the contractor. The contractor is responsible for providing the Government with current and accurate information. If the Government issues the documents via email, successful transmission of the document, as evidenced by the “Sent” date shown on the Government’s email system, will constitute official issuance of the document. The date and time recorded on the “Sent” email will be the official date and time of receipt by the contractor. If the Government issues the documents via fax, successful transmission of the document, as evidenced by the fax confirmation report, will constitute official issuance of the document. The date and time recorded on the fax confirmation report will be the official date and time of receipt by the contractor.

### 1.5 DIRECTIVES

The Contractor shall follow applicable Department of Defense (DOD), Secretary of the Navy (SECNAV), Chief of Naval Operations (OPNAV) directives, and other directives, instructions, and regulations.

The Contractor shall utilize all items proposed (e.g., key personnel, designers, subcontractors, etc.) for the duration of the contract. For each design-build task order RFP the Contractor shall utilize their proposed design team as submitted for selection in the basic contract. Any substitutions will be equal or better than as proposed and accepted for contract award and shall require prior Contracting Officer's approval.

#### 1.6 DAVIS BACON ACT WAGE DECISIONS

(A) The Davis Bacon Act Wage Decision, included in the award of a contract will remain in effect for the duration of the base period. At the time the Contracting Officer elects to exercise an option period, an updated Davis Bacon Act Wage Decision will be incorporated into the contract. The updated Davis Bacon Act Wage Decision will remain in effect for the life of the option period.

(B) The Davis Bacon Wage Decision provided as Document 00830 is to be used in the pricing of the initial project, which may or may not be awarded.

### PART II. CONTRACT ADMINISTRATION DATA

#### 2.1 DESIGNATION OF ADMINISTRATIVE CONTRACTING OFFICER

Upon award of a contract, the Procuring Contracting Officer will designate the Administrative Contracting Officer in writing. Subsequent to award of the basic contract, all communication and correspondence shall be through the Administrative Contracting Officer.

#### 2.2 HAWAII OFFICE

In order to provide for continued support to the Government, the Contractor shall maintain an office and staff on Oahu, Hawaii. The Government will not directly reimburse the Contractor for costs associated with setting up an office and staff on Oahu, Hawaii. Additionally, the Government will not directly reimburse the Contractor for relocation costs. The Contractor shall provide a telephone number at which a Contractor representative can be contacted, 24 hours a day, 7 days a week, by the Government in case of emergencies. The Contractor's representative shall be authorized to negotiate and obligate the Contractor.

#### 2.3 TRAVEL COSTS

Performance under this contract may require travel by Contractor personnel. If travel is required and negotiated under a task order, the Contractor is responsible for making all needed arrangements for personnel. This may include medical examinations and security clearances. Miscellaneous charges, such as above, incurred due to required travel under the contract will not be billed by the Contractor as a direct charge. The Government may reimburse the Contractor for allowable travel costs incurred by the Contractor in performance of the contract. Allowable travel is noted as travel specifically authorized by the Government. NOTE: Relocation of personnel to perform the work stated under the contract will not be reimbursed by the Government as a direct charge under the resultant contract. The provisions of the Joint Travel Regulations (JTR) will apply.

#### 2.4 HOLIDAYS

(A) All or a portion of the effort under this contract will be performed on Government installations. Listed below are the holidays observed by the Federal Government. The Contractor will not be allowed to work on the Government installation on these days.

NAME OF HOLIDAY	TIME OF OBSERVANCE
New Year's Day	01 January

Martin Luther King Jr. Day	Third Monday in January
President's Day	Last Monday in February
Memorial Day	Last Monday in May
Independence Day	04 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

(B) In the event any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the Contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

(C) If the Contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, notify the Contracting Officer immediately.

## 2.5 TASK DESCRIPTION

The following documents shall be used in the execution of work under this contract, unless specified otherwise. If technical specifications are included with the RFP for task order award, those technical specifications will govern.

(A) Technical Specifications. Part 2, entitled GENERAL REQUIREMENTS are numbered and organized using the NAVFAC Guide Specification format which in turn follows the SPECINTACT format. The technical specifications provided in an RFP package for task order award shall govern over the technical specifications provided in Part 2, unless otherwise specified by the Contracting Officer.

(1) The intent of the specifications is to furnish general standards for new construction, repair, alteration and related demolition of existing infrastructure within the State of Hawaii. "Infrastructure" is defined as 1) residential building construction **for single family and/or multi-family housing**; 2) construction for industrial buildings and warehouses; 3) nonresidential buildings, other than industrial buildings and warehouses; or 4) improvements such as utilities, landscaping, airfields, and roadways. When a commercially available project is readily available and is widely accepted in the industry as being a industry standard, the product and its manufacturer's installation method may be used in place of the equivalent Military Standard, Military Specification, Federal Standard or Federal Specification specified in the GENERAL REQUIREMENTS, upon Contracting Officer's approval.

(2) All materials shall be installed in accordance with the technical specifications, and the manufacturer's instructions and recommendations, unless otherwise directed by the Contracting Officer. When there is a variance between the technical specifications and manufacturer's instructions, the Contractor shall notify the Contracting Officer prior to installation, for clarification and technical assistance.

## 2.6 TASK ORDER ADMINISTRATION

(A) Pre-construction Conference. Prior to commencement of each task order awarded, the Contractor shall attend a pre-construction conference conducted by the Government. Specific work requirements, safety requirements, quality control and quality assurance requirements and any other pertinent or relevant information shall be discussed.

(B) Performance Evaluation Meetings. The Contractor shall meet with the Government as often as necessary at the discretion of the Contracting Officer, but no less than monthly. A mutual effort will be made to resolve all problems identified. The written minutes of these meetings, prepared by the

Government, shall be signed by the Contractor's representative and the Government's representative. Should the Contractor not concur with the minutes, the Contractor shall state, in writing, to the Contracting Officer any areas of disagreement within seven calendar days.

(C) Performance Evaluation. The Government will issue a Performance Evaluation, DD2626, upon completion of work that exceeds \$650,000. This evaluation will be entered into the Contractor Performance Assessing Reporting System (CPARS). During the construction work, should the Contractor fail to perform at least satisfactorily, the Government will issue interim performance evaluations.

(D) Modifications. Standard NAVFAC rates for contract modifications that do not already have established overhead rates (See Document 00100 Paragraph 1.4 INDIRECT COST RATES):

- (i) Ten percent of labor, material and equipment estimates in lieu of field overhead
- (ii) Five percent of subcontract estimates
- (iii) Three percent of the total labor, material and equipment estimates and the amount computed by (i) above in lieu of home office overhead

(E) Final Inspection.

(1) A final inspection of the work will be conducted concurrently by the Government and the Contractor's representatives.

(2) See Inspection and Acceptance; FAR 52.246-12, INSPECTION OF CONSTRUCTION (AUG 1996); FAR 52.246-13, INSPECTION—DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS (AUG 1996).

(F) Contractor's Release. The Government will pay the final amount due the Contractor for each task order under this contract after --

(1) Completion and acceptance of all work for each task order;

(2) Presentation of a properly executed invoice and required submittals; and

(3) Presentation of release of all claims for each task order against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).

(G) Equitable Adjustments - Waiver and Release of Claims.

(1) Whenever the Contractor submits a claim for equitable adjustment under a clause of this contract which provides for equitable adjustment of the contract, such claim shall include all types of adjustments in the total amounts to which the clause entitles the Contractor, including, but not limited to, adjustments arising out of delays or disruptions or both caused by the change. Except as the parties may otherwise expressly agree, the Contractor shall be deemed to have waived: (1) adjustments to which it otherwise might be entitled under the clause where such claim fails to request such adjustments; and (2) increase in the amount of equitable adjustments additional to those requested in the Contractor's claim.

(2) The Contractor agrees that, if required by the Contracting Officer, the Contractor shall execute a release, in form and substance satisfactory to the Contracting Officer, as part of the supplemental agreement setting forth the aforesaid equitable adjustment. The Contractor further agrees that such release shall discharge the Government, its officers, agents and employees, from any further claims, including, but not limited to, further claims arising out of delays or disruptions caused by the aforesaid change.

(H) No Waiver by Government. The failure of the Government in one or more instances to insist upon the strict performance of any of the terms of this contract or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon such terms or option on a future occasion.

## 2.7 INVOICES

Designated paying office will be determined upon award of individual Task Orders under this contract. Invoices will be processed through the designated Administrative Contracting Officer.

## 2.8 NOTICE OF CONSTRUCTIVE CHANGES

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

## 2.9 AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

American Recovery and Reinvestment Act (ARRA) of 2009 clauses, if applicable, will be identified on resultant Task Orders.

## 2.10 RAPIDGATE PROGRAM

### Commander, Navy Installations Command (CNIC) BASE ACCESS

Effective 05 July 2011, CNIC has implemented the option use of the RAPIDGate Program in accordance with CNIC-directed Navy Commercial Access Control System (NCACS) guidelines for all new and existing vendors, contractors, suppliers and service providers who are not authorized a Command Access Card (CAC). The RapidGate Program is intended to help maintain a safe and secure installation and offer a solution that will also provide streamlined credentialing for installation access.

Participants who choose to pay the annual RapidGate fee and participate in this access control program will be enrolled, vetted, credentialed and have their access privileges to CNIC installations electronically and regularly updated, verified, and documented upon each ingress at all CNIC perimeter entry control points. Those who choose not to participate in the program may request a traditional pass, but only one-day passes will be issued at the Pass and Identification (PID) Offices.

To enroll your company in the RAPIDGate Program, obtain appropriate forms from the Contracting Officer. The RAPIDGate Customer Service Team is also available for inquiries at 1-877-RAPIDGate (1-877-727-4342). If your company has been approved for enrollment and paid the enrollment fee, instruct your employees who need access to the base to register at the self-service registration station located at Joint Base Pearl Harbor-Hickam (JBPHH), the Wahiawa Annex, or West Loch Annex PID Offices. All prime contractors are responsible for their sub-contractors enrolling in the RAPIDGate Program.

Employees register at onsite registration stations located at JBPHH, the Wahiawa Annex, or West Loch Annex PID Offices. Each employee should be ready to provide your company's RAPIDGate company code, his or her address, phone number, date of birth, and Social Security number. The Registration Station will capture the employee's photograph for badging and fingerprints for identity verification.

The RAPIDGate Program performs background screening and credentialing. Once your company has approved each employee for participation and paid the registration fee, the RAPIDGate Program performs identity authentication and background screening. Your company will be notified when qualified employees may pick up their personalized RAPIDGate credentials at the PID Office where they registered.

To retrieve a credential, each employee must show proof of identity by presenting one form of identification from List A or two forms of identification from List B.

List A - One Needed

- . U.S. Passport (unexpired)
- . Permanent Resident Card or Alien Registration Receipt Card (Form I-551)
- . Unexpired foreign passport, with I-551 stamp or attached Form I-94 indicating unexpired employment authorization
- . Unexpired Employment Authorization Document that contains a photograph (Form I-766, I-688, I-688A, I-688B)

Or

List B - Two Needed

- . Driver's license or ID card issued by a state
- . ID Card issued by federal, state or local government agencies or entities
- . School ID card with a photograph
- . Voter's registration card
- . U.S. Military card or draft record
- . Military Dependent's ID card
- . U.S. Coast Guard Merchant Mariner Card
- . Native American tribal document
- . Diver's license issued by a Canadian government authority
- . U.S. Social Security card issued by the Social Security Administration
- . Certification of Birth Abroad issued by the Department of State (Form FS-545 or Form DS-1350)
- . Original or certified copy of a birth certificate issued by a state, county, municipal authority or outlying possession of the United States bearing an official seal
- . U.S. Citizen ID Card (Form I-197)
- . ID Card for use of Resident Citizen in the United States (Form I-179)
- . Unexpired employment authorization document issued by DHS (other than those in List A)

After activating their RAPIDGate credentials, employees present their credentials to request entry to the base and must wear and display the credentials at all times while on the installation.

**Also See:**

**Design-Build Specification Section 01 14 00.05, paragraph 1.3.1.2 Identification Badges;**  
**Design-Build-Build Specification Section 01 14 00, paragraph 1.4.1.2 Identification Badges and Installation Access;**  
**Tailored Design Specification Section 01 14 00, paragraph 1.4.1.2 Identification Badges and Installation Access**

2.11 BASE PASS FOR MARINE CORPS BASE HAWAII AND CAMP SMITH

For Marine Corps Base Hawaii (MCBH) and Camp Smith, obtain the pass request instructions and forms from the ROICC Kaneohe office, Bldg. 566. Submission of electronic pass requests by the contractor will be required for each project awarded. Each pass request shall include a Certificate of Insurance for each contractor and subcontractor, Statement of Acknowledgement Form SF 1413 (for Davis-Bacon subcontractors), Vehicle List, and Personnel List with Citizenship. Passes will be available for pick-up at the Pass and ID office no later than 21 calendar days after the submission of a complete and accurate pass request to the ROICC office. If the pass request is rejected, the clock will start again upon resubmission of the corrected pass request. Contractors shall manage base passes (included those for subcontractors) to ensure they are submitted to ROICC Kaneohe Bay 21 calendar days in advance of required access to the base. This includes renewal of passes. Failure to obtain valid passes will not affect the contract price or time of completion.

Each contractor will be allowed base passes for six contractor personnel for messenger service, attending site visits for task order solicitations, and monthly meetings with the ROICC/DROICC. Please obtain these

passes at time of contract award and at the time each option is exercised. These passes will be valid for one year.

## **2.12 ACCESS TO PEARL HARBOR NAVAL SHIPYARD CIA AND SENSITIVE AREAS**

**See the following:**

**Design-Build Specification Section 01 14 00.05, paragraph 1.5.1 Shipyard CIA and Sensitive Areas;**

**Design-Build-Build Specification Section 01 14 00, paragraph 1.6.1 Shipyard CIA and Sensitive**

**Areas;**

**Tailored Design Specification Section 01 14 00, paragraph 1.6.1 Shipyard CIA and Sensitive Areas**

### PART III. TASK ORDER ISSUANCE PROCEDURES

#### 3.1 TASK ORDER PROPOSAL SUBMISSIONS PROCEDURES

The Government intends to award multiple awards from this solicitation, therefore, the following task order award procedures will apply to all task orders awarded under the resultant contracts.

##### (A) Project Scope.

(1) The Contracting Officer will issue a Request for Proposal for each Task Order requirement to all Contractors. If the magnitude of the construction project is between \$150,000 and \$10,000,000, the Contractor shall submit a proposal. If the magnitude of the construction project is outside of this range, the Contractor may refuse to submit a proposal by notifying the Contracting Officer in writing, stating the reasons for the refusal. Should a Contractor not submit a proposal and does not have sound reasoning for the refusal, the Government may elect not to exercise that Contractor's next option period. Should the Government not receive any proposals, the Government may issue an order unilaterally under the terms of the contract, to the Contractor it deems most capable of completing the work or solicit the requirement under other contracts or on the open market.

(2) The project scope may contain full plans and specifications, modified design-build specifications and drawings, or two-phase design build. The specifications included with RFP for task order award will govern over the technical specifications contained in the basic contract, unless otherwise specified in the RFP for task order award.

(B) Questions. Questions regarding the contents of the RFP shall be forwarded in writing to the designated Contracting official noted in the RFP. All questions shall be submitted in writing.

##### (C) Contractor's Proposal:

(1) The proposal shall be submitted within the time frame set in the RFP. Late proposals will be subject to FAR 52.215-1 Instructions to Offerors—Competitive Acquisition (JAN 2004).

(2) The Contractor shall submit their proposal in a format acceptable to the Contracting Officer. An acceptable format will be stated in the RFP and may include the following:

a. A price, either in a lump sum format, or in such detail as specified by the Contracting Officer.

b. A narrative of the methodology of conducting the work,

c. A project schedule (as required by each Task Order RFP) in a format as specified by the Contracting Officer.

1.) A preliminary project schedule shall accompany each Contractor task order proposal. Upon completion of negotiations and award of the task order, the Contractor shall submit the

original and two copies of the revised, satisfactory Schedule to the Contracting Officer. An updated schedule shall be provided to the Contracting Officer with each request for partial payment.

2.) Note: Testing of contaminated materials is required to be conducted by the Contractor. Time to conduct testing of contaminated materials is to be shown on the construction schedule and shall reflect a reasonable time to complete. As this requirement will be a part of the scope of work, if applicable, claims of delay by the Government for “idle” time cannot be submitted.

d. Supporting documentation for subcontract, material, and equipment costs, if specified by the Contracting Officer.

(D) Acceptance of the Contractor’s Proposal. The Contracting Officer may accept a proposal without any discussions or may negotiate with all Contractors determined to be within a competitive range. Upon acceptance of the proposal or completion of negotiations, the Contracting Officer will issue the task order as a firm fixed price task order. The Contractor will complete the work at the accepted price. The Government will modify the task order only for unforeseen conditions and changes in scope.

### 3.2 TASK ORDER AWARD PROCEDURES FOR MULTIPLE AWARD CONTRACTS

The Government intends to make multiple awards resulting from this solicitation. The following procedures will be followed when awarding task orders under the multiple award contracts.

(A) Selection Criteria. The task order award criteria will be specified in each RFP issued for task order award or as specified by the Contracting Officer. Price will always be a factor. Task order awards may be based on price alone, or may be awarded based on evaluation factors indicated in the RFP. Failure to prosecute the work diligently on a currently awarded Task Order will be cause for the Contracting Officer not to include the contractor in the competitive fair-opportunity pool for future Task Orders. When the contractor’s delinquency has been corrected, they will be considered for competition in future Task Orders.

(B) Task Orders may be awarded on the basis of Best Value (either Lowest Price Technically Acceptable (LPTA) or Trade Off) to the contractor whose offer is the most advantageous to the Government considering the criteria specified. The basis for award will be stated in the RFP. Whenever possible, award will be made without discussions. If discussions are required, each contractor will be requested to provide a final proposal revision, unless eliminated from discussions through the establishment of a competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(C) The Government will give fair consideration to all Contractors prior to awarding each task order unless the Contracting Officer applies one of the exceptions noted in Document 00800. The Government may use oral proposals and streamlined procedures when selecting a Contractor for the order. In addition, the Contracting Officer need not contact each of the Contractors under the contract before selecting the Contractor for an order if the Contracting Officer has information available to ensure that each Contractor is provided a fair opportunity to be considered for each order.

(D) Contractors need not be given an opportunity to be considered for a particular order in excess of \$10,000 if the Contracting Officer determines that:

- (1) The Government’s need for such services is of such urgency that providing such opportunity would result in unacceptable delays;
- (2) Only one such Contractor is capable of providing such services required at the level of quality required because the services ordered are unique or highly specialized;

(3) The order may 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 Contractors were given a fair opportunity to be considered for the original orders; or

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

(E) The Contractor may not protest the issuance or proposed issuance of a task order, except for—

(1) A protest on the grounds that the order increases the scope, period, or maximum value of the contract; or

(2) A protest of an order valued in excess of \$10 million. Protests of orders in excess of \$10 million may only be filed with the Government Accountability Office, in accordance with the procedures at FAR 33.104

The Government will designate an Ombudsman who will review complaints from the Contractors and ensure that all Contractors are afforded a fair opportunity to be considered, consistent with the procedures in the contract. The Ombudsman shall be a Government official who is independent of the Contracting Officer.

End of document

DOCUMENT 00900  
RESPONSES TO QUESTIONS  
SUBMITTED BY PLANHOLDERS  
FOR  
RFP NO. N62478-13-R-4010

Q1. Our question is in reference to Factor 2 - Experience; (1) Construction Experience:

Our firm has the financial, bonding and management capability to execute projects (task orders) in excess of \$15M dollar each with an annual aggregate capacity of \$50M that adequately supports the \$8M or more in dollar value threshold required by this solicitation even though we do not have projects at this time in excess of \$8M each. Will you consider this in the evaluation of our proposal? And if not, will you consider a teaming partner's experience that will comply with the requirement along with ours that may not?

A1. Yes

Q2. Given the task order minimum and maximum range for this contract is \$150,000 to \$10,000,000 respectively, requiring five projects with a contract value of \$8M including two new construction projects for a relevant project is very restrictive for a HUBZone pool. Would the Government please consider relaxing the Factor 2 Construction and Design Experience criteria to require just two of the five projects to be \$8M or more in dollar value?

A2. See Document 00110 paragraph 2.2 a. Factor 2- Experience (a) (1) Construction Experience

Q3. Regarding the subject solicitation, as stated on page 6 of 12 of Document 00110, Factor 2 – Experience requires Offerors to submit a maximum of five (5) recent relevant construction projects, that meet the following criteria:

- at least 2 projects shall be new construction and 1 project shall be repair/alteration or related demolition of existing infrastructure;
- they were the Prime Contractor for the projects;
- each project shall be \$8M or more in dollar value; and
- each project shall be completed within the past five (5) years of the date of issuance of this RFP.

However, Para 1.3 of the aforementioned document states that the task order minimum and maximum will be stated as \$150,000 to \$10,000,000, respectively. As the minimum dollar value for a recent relevant project is \$8M, the RFP is requiring Offerors to submit projects with dollar values at the top of the anticipated task order range for evaluation. We feel that the submission requirements are very stringent and unreasonable considering the anticipated task order range and – from our prior experience working under previous indefinite-quantity contracts – the reality of how many projects will actually be issued at the top of the task order range. Moreover, the solicitation is already restricted to HUBZone certified small business contractors, but this requirement further limits competition to selective contractors.

Therefore, to allow local HUBZone contractors like ourselves the opportunity to demonstrate our relevant experience through the submittal of the maximum number of projects, we request your consideration to limit the submittal of a project with a dollar value of \$8M or more to just one (1) project, of which the remainder of projects can have a dollar value of \$150K or more.

A3. See Response to RFI #2