

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. Am-0001		3. EFFECTIVE DATE 06/2/15	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY NAVFAC Hawaii Construction Acquisition Division (OPHA2) 400 Marshall Road JBP HH, Hawaii 96860-3139		CODE	7. ADMINISTERED BY (If other than Item 6) See Item 6		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)			<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO. N62478-15-R-4029	
			<input checked="" type="checkbox"/>	9B. DATED (SEE ITEM 11) 18 May 2015	
				10A. MODIFICATION OF CONTRACT/ORDER NO.	
				10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE				

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 ____ 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.)
N62478-15-R-4029, 8(a) Design-Build/Design-Bid-Build Multiple Award Construction Contract (MACC), Various Locations, State of Hawaii

See page 2

		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)

1. **CHANGES TO THE SOLICITATION.** Attached hereto are new and revised pages to the solicitation. The revision mark "(Am-0001)" is shown on each page.

a. REVISED SECTIONS/PROVISIONS/CLAUSES/PAGES/PARAGRAPHS/ITEMS. The following are revised pages to the solicitation. Changes are indicated in **bold** print. Only the following pages/paragraphs/items changed in the following document.

Document 00010

SF 1442 - Block 8
- Pages 3 and 4

Document 00110

Paragraph 1.1 – Contract Scope
Paragraph 2.2a, Factor 2 – Experience, (a)(1)
Paragraph 2.2a, Factor 2 – Experience, (a)(2)
Paragraph 2.2a, Factor 2 – Experience, (b)

Document 00800

Paragraph 2.5

b. NEW PAGES/PROVISIONS/CLAUSES/PARAGRAPHS/ITEMS. The following pages are added to the solicitation.

Document 00900

Page A.1 through A.4

2. The proposal due date of June 18, 2015, 2:00 P.M., Hawaiian Standard Time, remains unchanged.

SOLICITATION, OFFER AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. N62478-15-R-4029	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 05/18/2015	PAGE OF PAGES 1 of 4
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror			

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO	6. PROJECT NO.
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7. ISSUED BY NAVFAC Hawaii Construction Acquisition Division (OPHA2) 400 Marshall Road JBPHH, HI 96860-3139	CODE N62478	8. ADDRESS OFFER TO Mail: See Block 7 or Hand carry proposals to: NAVFAC Hawaii 400 Marshall Road, Building A13 JBPHH, HI 96860-3139 Depository hours between 7:30 AM and 2:00 PM, Monday Through Friday except Holidays. Please call 471-0318 or 474-3783 or 471-9197 for access to A13.
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9. FOR INFORMATION CALL:	A. NAME Jody Muraoka	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (808)471-0318, FAX: (808)474-1543
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SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

Request for Proposals No. N62478-15-R-4029, 8(a) Design-Build/Design-Bid-Build Multiple Award Construction Contract (MACC), Various Locations, State of Hawaii.

This procurement is limited to qualifying 8(a) firms serviced by the Hawaii District Office (HDO) of the U.S. Small Business Administration (SBA) and those not serviced by the HDO but with a bona fide place of business in the HDO geographical area. All other 8(a) BD Participants are deemed ineligible to submit offers.

This procurement consists of one solicitation with the intent to award multiple Indefinite Delivery/Indefinite Quantity (IDIQ) contracts. The Government anticipates awarding a minimum of two contracts as a result of this solicitation.

SYSTEM FOR AWARD MANAGEMENT (SAM): Offerors shall comply with FAR 52.204-7, System for Award Management (July 2013) to receive an award. Lack of registration in the SAM database will make an Offeror ineligible for award

SEED PROJECT: Price for the seed project: (to be incorporated in Phase II)

11. The Contractor shall begin performance within 15 calendar days and complete it within * calendar days after receiving

*See individual task orders

award, notice to proceed. This performance period is mandatory, negotiable. (See Section 00700 FAR 52.211-10)

12.a THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS?
(If "YES", indicate within how many calendar days after award in Item 12B.)

YES NO (See General Conditions for each individual task order)

12.B CALENDAR DAYS

14

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and (See Instructions Offerors) copy to perform the work required are due at the place specified in Item 8 by 2:00 PM HST, 06/18/15 (or as amended via SF30). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee is, is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 120 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

N62478-15-R-4029

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

15. TELEPHONE NO./FACSIMILE NO. (Include area code)

DUNS NO.

CAGE CODE

TIN NO.

16. REMITTANCE ADDRESS (Include only if different than Item 14)

CODE

FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of the solicitation, if this offer is accepted by the Government in writing within ___ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.

AMOUNTS

SEE ATTACHED PROPOSAL SCHEDULE

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NO.									

20A. NAME AND TITLE OF PERSON AUTHORIZATION TO SIGN OFFER
(Type or print)

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN
(4 copies unless otherwise specified) (See Section 00700
5252.232-9301)

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

10 U.S.C. 2304(c) () 41 U.S.C.253(c) ()

26. ADMINISTERED BY CODE

N62478

27. PAYMENT WILL BE MADE BY

N68732

NAVFAC HAWAII
Construction Acquisition Division (OPHA2)
400 Marshall Road
JBP HH, HI 96860-3139

Defense Finance & Accounting Service - Cleveland
Norfolk Accounts Payable
PO BOX 998022
Cleveland OH 44199

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

28. NEGOTIATED AGREEMENT Contractor is required to sign this document and return ___ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form an any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.

29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)

31A. NAME OF CONTRACTING OFFICER (Type or print)

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA
BY

31C. AWARD DATE

ITEM NO.	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
		245,000,000	EACH	\$1.00	\$245,000,000.00

0001 BASE PERIOD
FFP

This is an Indefinite Delivery/Indefinite Quantity (IDIQ) 8(a) Design-Build/Design-Bid Build Multiple Award Construction Contract (MACC), Various Locations, State of Hawaii for a period of 12 months. 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; 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; **or 5) waterfront work on piers, wharves, caissons, and dry docks.**

A task order for the minimum guarantee will be issued concurrently with the award of the basic contract for the base period only. Once the value of task orders placed exceeds the minimum guarantee amount, the minimum guarantee task order shall be modified to deobligate the funds from the task order.

0002 1ST OPTION PERIOD
FFP

This is an Indefinite Delivery/Indefinite Quantity (IDIQ) 8(a) Design-Build/Design-Bid Build Multiple Award Construction Contract (MACC), Various Locations, State of Hawaii for a period of 12 months. 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; 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; **or 5) waterfront work on piers, wharves, caissons, and dry docks.**

0003 2ND OPTION PERIOD
FFP

This is an Indefinite Delivery/Indefinite Quantity (IDIQ) 8(a) Design-Build/Design-Bid Build Multiple Award Construction Contract (MACC), Various Locations, State of Hawaii for a period of 12 months. 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; 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; **or 5) waterfront work on piers, wharves, caissons, and dry docks.**

0004

3RD OPTION PERIOD
FFP

This is an Indefinite Delivery/Indefinite Quantity (IDIQ) 8(a) Design-Build/Design-Bid Build Multiple Award Construction Contract (MACC), Various Locations, State of Hawaii for a period of 12 months. 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; 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; **or 5) waterfront work on piers, wharves, caissons, and dry docks.**

0005

4th OPTION PERIOD
FFP

This is an Indefinite Delivery/Indefinite Quantity (IDIQ) 8(a) Design-Build/Design-Bid Build Multiple Award Construction Contract (MACC), Various Locations, State of Hawaii for a period of 12 months. 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; 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; **or 5) waterfront work on piers, wharves, caissons, and dry docks.**

DOCUMENT 00110
EVALUATION FACTORS FOR AWARD

DOCUMENT 00110

EVALUATION FACTORS

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- (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; 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; **or 5) waterfront work on piers, wharves, caissons, and dry docks.** 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

The proposed contract is limited to qualifying 8(a) firms serviced by the Hawaii District Office (HDO) of the U.S. Small Business Administration (SBA) and those not serviced by the HDO but with a bona fide place of business in the HDO geographical area. All other 8(a) BD Participants are deemed ineligible to submit offers. This 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 anticipates awarding a minimum of two contracts as a result of this solicitation.

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 I 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 short list a maximum of 10 of the most qualified Phase I Offerors to compete for the design-build Multiple Award Construction Contracts in Phase II. 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 II.

b. In Phase II of the Two-Phase design-build selection procedure, the short-listed offerors will submit the Factor(s) for Phase II (see paragraph 2.2). In making the best value award decision after Phase II, the government will consider the evaluated ratings for Factors 2 through 4, the factor(s) for Phase II 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 – Energy and Sustainable Design

Factor – Technical Solution

Phase II factors to be determined in Phase II.

Price for the seed project. Project Title: Seed project will be incorporated in Phase II.

Price proposal will consist of lump sum pricing for the seed project. The total prices 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 an entity is being claimed in Factor 2, that entity must be named in the above narrative and organizational chart.

The technical approach narrative shall be Arial 10 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 member, 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) recent relevant construction projects in which the Offeror was the Prime Contractor that best demonstrates the Offeror's relevant 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; **or 5) waterfront work on piers, wharves, caissons, and dry docks.** "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 **\$3,000,000.00** 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 10 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 member or for the Mentor and Protégé. Offerors who fail to submit experience for all JV members 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 that the affiliate/subsidiary/parent firm will have 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 and an explanation of the involvement that the subcontractor will have in performance of this contract.

(2) Design Experience

Submit a maximum of five (5) recent relevant 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; **or 5) waterfront work on piers, wharves, caissons, and dry docks.** “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 **\$3,000,000.00** 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 10 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 that the affiliate/subsidiary/parent firm will have involvement in the performance of the contract.

The Offeror may utilize experience of a design subcontractor to demonstrate design experience under this evaluation factor. The Offer must provide a supporting joint venture agreement, partnership agreement, teaming agreement, or letter of commitment and an explanation of the involvement for the design subcontractor.

(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 **\$3,000,000.00** or more in dollar value. 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 entity.

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/CPAR or ACASS/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 10 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 (PIRS) 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 10 font (minimum) and limited to two 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 – Energy and Sustainable Design

Details will be provided in Phase II, if applicable.

Factor – Technical Solution

Details will be provided in Phase II, if applicable.

b. PRICE EVALUATION

PRICE PROPOSAL FOR THE SEED PROJECT - Project Title: Seed project will be incorporated in Phase II.

PROPOSAL SUBMISSION REQUIREMENTS:

With regards to price, Offerors shall complete the Proposal Schedule line item for the seed project.

BASIS OF EVALUATION

The price proposal for the seed 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

DOCUMENT 00800

SPECIAL CONTRACT REQUIREMENTS

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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 is \$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.

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 seed project.

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
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

First Monday in September
Second Monday in October
11 November
Fourth Thursday in November
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; 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; **or 5) waterfront work on piers, wharves, caissons, and dry docks**. When a commercially available project is readily available and is widely accepted in the industry as being an 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 1.5 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-Bid-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-Bid-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, design-build specifications and drawing or modified design-build specifications and drawings. 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 price only or 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. N62478-15-R-4029

Q1. Will NAVFAC consider reducing the relevant project size to \$1,000,000, which is the same size of the relevant project on the DB/DBB contract?

A1. See Am-0001, Document 00110, Paragraph 2.2a, Factor 2 - Experience, (a)(1) and (a)(2).

Q2. May we request the Government's schedule for award of N62478-15-R-4029?

A2. Our intent is award all of our projects as soon as possible.

Q3. Document 00110, Section 2.2 EVALUATION FACTORS, Subsection 1.a. NON-COST/PRICE EVALUATION FACTORS, Factor 2 - Experience, (1) Construction Experience.

Under Document 00110, Section 2.2 EVALUATION FACTORS, Factor 2 - Experience, Section (1) Construction Experience, it states:
The Offeror must have been a Prime Contractor for the projects and each project shall be \$6,000,000.00 or more in dollar value and be completed within the past five (5) years of the date of issuance of this RFP. Given that this solicitation is set-aside for 8(a) firms only, the minimum project value of \$6,000,000 for five completed projects is unrealistic. By definition, 8(a) firms are small, disadvantaged businesses and generally do not have the resources to qualify and complete projects of this dollar magnitude. We respectfully request that the minimum project value of \$6,000,000 requirement be deleted to enable 8(a) firms to meet the Construction Experience qualification requirements.

A3. See response A1.

Q4. Document 00110, Section 2.2 EVALUATION FACTORS, Subsection 1.a. NON-COST/PRICE EVALUATION FACTORS, Factor 2 - Experience, (1) Construction Experience.

Under Document 00110, Section 2.2 EVALUATION FACTORS, Factor 2 - Experience, Section (1) Construction Experience, it states:
The Offeror must have been a Prime Contractor for the projects and each project shall be \$6,000,000.00 or more in dollar value and be completed within the past five (5) years of the date of issuance of this RFP.
We respectfully request that the requirement for projects to be completed within the past five (5) years be revised to include projects that are at least 90% complete. This is similar to the requirements under the previous NAVFAC Hawaii 8(a) Design-Build/Design-Bid-Build MACC RFP (N62478-10R-4024). Also, if possible, please revise to the five (5) years requirement to ten (10) years.

A4. Upon due consideration, the Government requests that Offerors comply with the stated requirements. Also, please see response A1.

Q5. Per the RFP Section 00110, Paragraph 1.3, Magnitude of the Acquisition, the Task Order minimum and maximum stated as \$150,000 to \$10,000,000 respectively. However, Paragraph 2.2 Evaluation Factors, (b) Basis of Evaluation; Factor 2 - Experience, the requirements for a Construction Experience stated in the last sentence of first paragraph, page 6 of 12, "Offeror must have been a Prime Contractor for the projects and each project shall be \$6,000,000.00 or more in dollar value and be completed within the past (5) years of the date of the issuance of this RFP.

Since this procurement is set aside for 8(a) small business participants, please advise on the following:

a. Is the \$6,000,000 or more is applies to both new construction, renovation, repairs and alterations?

b. We are small business and been a Prime Contractor for over 5 years and completed several federal projects under \$6,000,000 range but we do not have project completed at this magnitude of \$6,000,000 or more. Are all Task Orders on this procurement be at this magnitude range or more? If it does, then it is conflict with the RFP Section 00110, Paragraph 1.3, Magnitude of the Acquisition, the Task Order minimum and maximum stated as \$150,000 to \$10,000,000 respectively?

c. Request to lower the completed project range in accordance to RFP Section 00110, Paragraph 1.3, Magnitude of the Acquisition, the Task Order minimum and maximum stated as \$150,000 to \$10,000,000 respectively, in order us as an 8(a) small business participant be participated in this procurement in fairness to small business company like us competing without tapping to large business entity.

A5a. Please comply with Am-0001, Document 00110, Paragraph 2.2a, Factor 2 - Experience, (a)(1) and (a)(2).

b. No. The task order range is as stated in Document 00110, Paragraph 1.3, Magnitude of the Acquisition.

c. See response A1.

Q6. Per Factor 2 - Experience, page 34: it states that *the Offeror must have been a Prime Contractor for the projects and each project shall be \$6,000,000.00 or more in dollar value and be completed within the past five (5) years of the date of issuance of this RFP.*

Is there a possibility in decreasing the dollar value? It's been a challenge for most Prime Contractors that I've spoken to in terms of teaming as well as with our existing joint venture partner.

A6. See response A1.

Q7. Can proposals be submitted via commercial carrier (e.g., FedEx)? If so, would the correct address be the one shown in SF 1442 Block 7 (the one indicated in Block 8 to be used for Mail)?

A7. Yes.

Q8. In Document 00110, 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." Does "infrastructure" also include waterfront facilities such as piers, wharves and dry docks?

A8. See Am-0001, Document 00110, Paragraph 1.1 Contract Scope.

Q9. Document 00110, Factor 2 - Experience / (1) Construction Experience & (2) Design Experience

Solicitation states to submit a maximum of five (5) recent relevant design/construction projects. Each project shall be \$6,000,000.00 or more in dollar value and be completed within the past five (5) years of the date of issuance of this RFP.

This \$6,000,000.00 contract value is extremely high and is not consistent for an 8(a) requirement.

On the last NAVFAC Hawaii 8(a) DB/DBB MACC (Solicitation N62478-10-R-4024), project dollar value was set at \$1,000,000.00. And historically, the average task order awarded under this contract has been \$1,300,000.00.

It is requested that the project dollar value size for both the Construction and Design Experience be lowered.

A9. See response A1.

Q10. Document 00100, 1.4 Joint Ventures (JV), Limited Liability companies (LLC), Limited Partnerships (LTD), Etc

Please confirm that items under Document 00100, 1.4.a-c are only required of JV, LLC, and LTD entities and that Offerors under a teaming agreement are not required to submit these items.

A10. Confirm, but please comply with Document 00110, Paragraph 2.2a, Factor 1 - Technical Approach (a)(2) and all applicable parts of the solicitation.

Q11. Document 00100, Factor 4 - Safety

For a Offeror under a teaming agreement, is the requested safety information (EMR, OSHA data/DART rate, etc) required of both Offeror (prime contractor) and teaming partner (prime subcontractor)?

A11. EMR, OSHA/DART rate are not required for subcontractors. Please comply with Document 00110, Paragraph 2.2a, Factor 4 - Safety.

Q12. Factor 1 - Technical Approach

There is a two page limitation on the technical approach narrative. This page requirement appears too limiting to illustrate all of the requested information for both the construction and design firms and the proposed arrangement of these firms. It is requested that the page limitation be increased or, at a minimum, that the organizational chart be excluded from the page count.

A12. The page limitation will remain. Please comply with Document 00110, Paragraph 2.2a, Factor 1 - Technical Approach.

Q13. Document 00100, Factor 4 - Safety

There is a 2 page limitation on the Safety narrative. Please confirm that safety awards/certificates/letters of commendation will not be assessed towards the page count.

A13. The 2 page limitation is for the Technical Approach for Safety. See Document 00110, Paragraph 2.2a, Factor 4 - Safety.