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|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|----------------------------------------------------------------|--------------------------------------------------------------|-------------------------------|
| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                        |                                                                | 1. CONTRACT ID CODE<br><b>J</b>                              | PAGE OF PAGES<br><b>1   2</b> |
| 2. AMENDMENT/MODIFICATION NO.<br><b>AM-0003</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 3. EFFECTIVE DATE<br><b>7-Mar-2003</b> | 4. REQUISITION/PURCHASE REQ. NO.<br>WX3JR9-1298-5099           | 5. PROJECT NO.(if applicable)                                |                               |
| 6. ISSUED BY<br>CT. CONST/A-E CONTRACTS BR<br>USAED, HONOLULU<br>BLDG 200 (CA83)<br>FT SHAFTER HI 96858-5440                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | CODE<br><b>DACA83</b>                  | 7. ADMINISTERED BY (If other than item 6)<br><b>See Item 6</b> |                                                              |                               |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                        | <input checked="" type="checkbox"/>                            | 9A. AMENDMENT OF SOLICITATION NO.<br><b>DACA83-02-R-0006</b> |                               |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                        | <input checked="" type="checkbox"/>                            | 9B. DATED (SEE ITEM 11)<br><b>17-Jan-2003</b>                |                               |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                        |                                                                | 10A. MOD. OF CONTRACT/ORDER NO.                              |                               |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                        |                                                                | 10B. DATED (SEE ITEM 13)                                     |                               |
| CODE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | FACILITY CODE                          |                                                                |                                                              |                               |
| <b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                        |                                                                |                                                              |                               |
| <input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                        |                                                                |                                                              |                               |
| Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:<br>(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;<br>or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. |                                        |                                                                |                                                              |                               |
| 12. ACCOUNTING AND APPROPRIATION DATA (If required)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                        |                                                                |                                                              |                               |
| <b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.<br/>IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                        |                                                                |                                                              |                               |
| A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                        |                                                                |                                                              |                               |
| B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                        |                                                                |                                                              |                               |
| C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                        |                                                                |                                                              |                               |
| D. OTHER (Specify type of modification and authority)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                        |                                                                |                                                              |                               |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                        |                                                                |                                                              |                               |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)<br>Indefinite Delivery Indefinite Quantity (IDIQ) Contract for Construction and Services for Medical Facilities, Honolulu Engineer District (HED)<br>Area of Responsibility (AOR)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                        |                                                                |                                                              |                               |
| Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                        |                                                                |                                                              |                               |
| 15A. NAME AND TITLE OF SIGNER (Type or print)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                        | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)     |                                                              |                               |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                        | TEL:                                                           | EMAIL:                                                       |                               |
| 15B. CONTRACTOR/OFFEROR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 15C. DATE SIGNED                       | 16B. UNITED STATES OF AMERICA                                  |                                                              | 16C. DATE SIGNED              |
| _____<br>(Signature of person authorized to sign)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                        | BY _____<br>(Signature of Contracting Officer)                 |                                                              |                               |

- a. **CHANGES TO THE SOLICITATION.** Attached hereto are deleted and new pages to the solicitation. The revision mark (AM-0003) is shown on each new and revised page.

1. REVISED SECTIONS/PROVISIONS/CLAUSES/PARAGRAPHS/PAGES. Following are revised pages to the solicitation. Changes are indicated in **bold** print. Although the entire section is being re-issued under (AM-0003), only the following pages/paragraphs/provisions/clausess changed in this section.

Section 00010:

Pages 00010-2

Section 00120:

Paragraph 4.1.3.2.5, Field Office Overhead  
Paragraph 4.1.3.2.8, Hawaii State General Excise Tax  
Paragraph 4.1.3.2.9, Evaluation Standards  
Paragraph 4.1.4.1.1, Evaluation Standards, Subfactor A  
Paragraph 4.1.4.2, Subfactor B – Key Personnel  
Paragraph 4.1.4.2.2, Evaluation Standards, Subfactor B  
Paragraph 4.1.5, Factor III, Experience and Past Performance  
Paragraph 4.1.5.7, Evaluation Standards, Factor III  
Paragraph 4.1.6, Factor IV, Small Business Program  
Paragraph 4.1.6.1.1, Evaluation Standards  
Paragraph 4.1.6.2.1, Evaluation Standards

Section 01000:

Paragraph 3.2, Program Management Organization  
Paragraph 3.2.3, Program Manager  
Paragraph 3.2.9, Organizational Changes  
Paragraph 3.3.7, Cooperation/Coordination with Installation Staff

Section 01451:

Paragraph 3.2.3, Content of the CQC Plan

2. NEW SECTIONS/CLAUSES/PAGES. The following are new pages to the solicitation.

Section 00900

Questions and Answers

Technical Specifications: Added technical specifications for sample task order.

b. CHANGES TO THE DRAWINGS.

REVISED DRAWING (ISSUED): The following are revisions made to the drawing listed.

Drawing Sheet M-2, FY03 DHP Pkg T-14, Privacy Compliance, Radiology, Tripler Army Medical Center, Oahu, Hawaii

- c. The proposal due date of March 27, 2003, 2:00 P.M., Hawaiian Standard Time, remain unchanged.

DACA83-02-R-0006  
PROPOSAL SUMMARY

Offerors shall summarize the following information provided in Proposal Volumes I and II. Use additional sheets as necessary.

A. Volume I

1. Organization Chart, attach a copy of the proposed onsite management Organization Chart for this contract.

2. List all prime contractor key personnel that have been included in the Offeror's proposed construction team. Attach a copy of all letters of direction.

| Name  | Position |
|-------|----------|
| _____ | _____    |
| _____ | _____    |
| _____ | _____    |
| _____ | _____    |
| _____ | _____    |
| _____ | _____    |
| _____ | _____    |
| _____ | _____    |

3. List all joint venture partners that have been included in the Offeror's proposed construction team (if applicable). Attach a copy of all contractual agreements.

| Joint Venture Partner Name | Date of Agreement |
|----------------------------|-------------------|
| _____                      | _____             |
| _____                      | _____             |
| _____                      | _____             |
| _____                      | _____             |

B. Volume II

1. Workmen's Compensation Insurance Rates:

| Classification Code | Rate  | Expiration Date |
|---------------------|-------|-----------------|
| _____               | _____ | _____           |
| _____               | _____ | _____           |
| _____               | _____ | _____           |
| _____               | _____ | _____           |
| _____               | _____ | _____           |
| _____               | _____ | _____           |

2. Performance and Payment Bond Calculation Schedule:

| Range | Rate  |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

3. Home Office Overhead Rate: \_\_\_\_\_ %  
 Fiscal accounting period: \_\_\_\_\_

4. Field Office Overhead Rate: \$ \_\_\_\_\_ /CD

5. Contract Management Costs (per year): (Identify all other fixed costs related to overall contract management, including key personnel\*. The fixed costs includes labor, labor burden, fringe benefits, travel and transportation.

- a. Program Manager\* \$ \_\_\_\_\_ /CD \$ \_\_\_\_\_ /year
- b. Contractor Quality Control System Manager\* (CQCSM) \$ \_\_\_\_\_ /CD \$ \_\_\_\_\_ /year
- c. Contract Safety Officer\* \$ \_\_\_\_\_ /CD \$ \_\_\_\_\_ /year

6. Field Office Management Costs (per year): (Identify all other fixed costs related to field office management, including key personnel\*. The fixed costs includes labor, labor burden, fringe benefits, travel and transportation.

- a. Project Engineer\* \$ \_\_\_\_\_ /CD \$ \_\_\_\_\_ /year
- b. Project Superintendent\* \$ \_\_\_\_\_ /CD \$ \_\_\_\_\_ /year
- c. Quality Control Representative\* (QCR) \$ \_\_\_\_\_ /CD \$ \_\_\_\_\_ /year
- d. Site Safety Representative\* \$ \_\_\_\_\_ /CD \$ \_\_\_\_\_ /year

NOTES:

1. Any key personnel or joint venture partners identified in the Offeror's proposal in connection with performance of the subject contract shall be the same individuals or firms that are employed in performing the contract. The Offeror shall obtain the Contracting Officer's written consent before making any substitution for these key personnel or joint venture partners. Any request for substitution shall be in writing, shall allow 30 days for a response, and shall include the following: 1) the reason for the proposed substitution; 2) documentation demonstrating that the substitute possesses past performance, experience, personnel qualifications, and operating capacity at least equal to those of the entity that the substitute will replace; and 3) revised Proposal Summary page 00010-1 reflecting the proposed substitution. Any associated cost or time loss resulting from this substitution process shall be the responsibility of the Offeror and shall not be a basis for any claim.

2. The Offeror agrees that the rates and costs included in Volume II of its proposal shall be used in the pricing of all task orders and modifications issued for the life of the contract, subject to the following: Documentation of current rates shall be submitted for rates subject to expiration dates. Home office overhead shall be recomputed at the end of each fiscal accounting period.

3. ITMRA PROCUREMENT AUTHORITY. This action is not being conducted under the Information Technology Management Reform Act (ITMRA) of 1996. However, any task orders and modifications requiring Information Technology (IT) resources will be conducted in accordance with the ITMRA.

4. A-E DESIGN SERVICES. The Government does not intend to procure A-E design services with this contract. Any architectural, engineering, or surveying work necessary to the completion of a task order will be incidental to the construction services performed.

5. MEASUREMENT AND PAYMENT. Compensation for all work to be performed under this contract will be made under the payment item(s) listed in the task order. Price(s) and payment(s) for the item(s) listed in the task order shall cover all work, complete and finished in accordance with the specifications, schedules, and drawings, and shall be full compensation for all work in connection therewith, including quality control and cost of performance and payment bond premiums as specified in the CONTRACT CLAUSES. Price(s) and payment(s) shall constitute full and final compensation for furnishing all materials, equipment, management, supervision, labor, transportation, fuel, power, water, and all incidental items necessary to complete the work, except as otherwise specified to be furnished by the Government. For the purpose of the CONTRACT CLAUSE entitled "PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS", the term "designated billing office" and "designated payment office" are as follows:

a. Billing Office:

US Army Engineer District, Honolulu  
 Fort Shafter Resident Office  
 Bldg. 230  
 Fort Shafter, HI 96858-5440

b. Payment Office address through March 31, 2003 will be:

US Army Engineer District, Honolulu

Attn.: Accounts Payable Branch (CEPOH-RM-FA),  
Bldg. 230  
Fort Shafter, Hawaii 96858-5440

Effective April 1, 2003, the payment office address will be:

USACE Finance Center  
ATTN: CEFC-FP  
5722 Integrity Drive  
Millington, TN 38054-5005

6. PROGRESS PAYMENTS. A separate monthly progress payment request may be required for each individual task order. All payment requests shall be submitted in accordance with Section 00700, clause 52.232-5.

SECTION 00120

PROPOSAL SUBMISSION REQUIREMENTS  
AND EVALUATION FACTORS

1.0 PROPOSAL

All proposals shall be in strict compliance with the requirements of this section.

1.1 Proposal Evaluation

The proposals received in response to this solicitation will be evaluated and ranked. Non-price factors will be evaluated according to the Offeror's understanding of and compliance with the data requested in this section.

Offerors are advised that the Government intends to award without discussions. Upon completing the evaluation of all proposals, the Contracting Officer will, in accordance with the provisions of this solicitation and applicable acquisition regulations, proceed to award without discussions. However, if discussions are determined necessary, the Contracting Officer will establish a competitive range and conduct discussions only with those Offerors within the competitive range. Upon conclusion of discussions, if necessary, the Contracting Officer will request final proposal revisions from the Offerors remaining in the competitive range and may, upon receipt of final proposal revisions, proceed to award a contract without further discussions or notice.

1.2 Contract Award

The Government intends to award contracts to more than one responsible Offeror whose proposals have been determined to represent the best value to the Government, non-price and price factors considered. However, the Government reserves its right to award only one contract if it is determined to be in its best interest. The Government will implement a "Best Value" process that will involve a cost-technical tradeoff process.

2.0 PROPOSAL FORMAT

2.1 General

Proposals shall be submitted in three (3) separate envelopes. All proposal revisions shall be submitted as page replacements with revised text readily identifiable, e.g. bold face print or underlining. Proposal replacement pages shall be clearly marked "REVISED", shall show the date of revision, shall be submitted in the appropriate number of copies (e.g., if four copies of the original page was required, then four copies of the revised page will also be required), and shall be of a different color than the original pages they are to replace.

2.1.1 Volume I, Non-Price Proposal

One envelope shall be clearly marked, "VOLUME I, NON-PRICE PROPOSAL, RFP NO. DACA83-02-R-0006." It shall contain the Non-price Proposal, as described in paragraph 4.1, Non-price Factors. Offerors shall submit an original and six (6) copies of Volume I, except as noted below.

This envelope shall also contain Volume I-A, Sample Task Order. The plans and specifications for the Task Order are provided. The proposal for the sample task order shall be clearly marked "VOLUME I-A, SAMPLE TASK ORDER, RFP NO. DACA83-02-R-0006." Offerors shall submit an original and six (6) copies of Volume I-A.

Volume I shall also include the following items:

- One copy (certified as a true copy) of the Offeror's executed joint venture agreement and identify the size status for each member of the JV (if the Offeror is a joint venture).
- One copy of the Offeror's completed Section 00600, Representations and Certifications, using a printed copy of Section 00600 included in this solicitation.
- One copy of the Offeror's completed, if applicable, SF LLL, Disclosure of Lobbying Activities, using a printed copy of the SF LLL included as Appendix A in Section 00600.

#### 2.1.2 Volume II, Price Proposal

The second envelope shall be clearly marked, "VOLUME II, PRICE PROPOSAL, RFP NO. DACA83-02-R-0006." It shall contain an original and two (2) copies of the data described in paragraph 4.2, Price Evaluation.

Volume II shall also include the following items:

- One original and two copies of the Offeror's completed Standard Form (SF) 1442, using a printed copy of the SF1442 included in this solicitation.
- One original and two copies of the Offeror's completed Section 00010, Proposal Summary, using a printed copy of Section 00010 included in this solicitation.

#### 2.1.3 Volume III, Subcontracting Plan (Large Business Concerns)

If the Offeror is a large business concern, the Offeror shall submit a subcontracting plan in accordance with FAR 52.219-9 (See Section 00100, Appendix A for a sample).

The third envelope shall be clearly marked, "VOLUME III, SUBCONTRACTING PLAN, RFP NO. DACA83-02-R-0006". Volume III will not be evaluated or rated. Only the selected Offerors' plan will be reviewed and must be approved prior to award of the contract.

#### 2.2 Table of Contents

Proposal volumes shall be tabbed. Each of the proposal volumes shall include a Table of Contents that includes the title of the subject matter discussed therein and the page number where the information can be found. The volumes shall be organized in the same order described in paragraph 4.0 of this Section. Each evaluation factor and subfactor shall be separately tabbed. Proposals that are not correctly tabbed may be considered non-responsive.

## 2.3 Proposal Presentation

### 2.3.1 General

Proposals shall completely address the requirements of the RFP. Elaborate format, binders, special reproduction techniques, and the like are not necessary. However, the proposal shall be neatly organized and bound. All pages, except divider tabs, shall be numbered. Except for divider tabs and revision sheets, as noted above, plain white 8-1/2" x 11" bond shall be used. However, if drawings or other graphics are included, Offerors may reduce them only to the extent that legibility is not lost.

Information presented should be organized so as to pertain to only the evaluation factor or subfactor in which section the information is presented. Information pertaining to more than one evaluation factor or subfactor should be repeated in the tab for each factor or subfactor.

There is no limit to the number of pages in the non-price proposal. Pages shall be single-sided.

### 2.3.2 Lettering size

The proposal shall be typed. Type pitch shall be 10 pitch or larger.

## 3.0 PROPOSAL CONTENT

Offerors shall include sufficient details in the proposal, and shall present the details in the same order in which they are requested in this Section to permit the Government to promptly, completely, and accurately evaluate the proposal from both a technical and a management standpoint. Offerors shall identify any technical uncertainties and assumptions within the requirement set forth in this RFP, and Offerors shall provide specific proposals for the resolution of any technical uncertainties or assumptions so identified. The Government does not intend to make any assumptions concerning the Offeror's intent, capabilities, facilities, or experience. Clear identification of the pertinent details shall rest solely with the Offerors.

Offerors are cautioned that "parroting" of the RFP requirements with a statement of intent to perform does not reveal the Offeror's understanding of the requirement or his capability to satisfy it. The inclusion of "filler" material from previous proposals or commercial applications shall be avoided unless it has a direct application to the objective of this RFP.

Legibility, clarity, coherence, and contents are important. Offerors shall not submit verbatim sections of this RFP as part of their proposal. Offerors that disregard these standards unnecessarily delay the evaluation process and may be rejected by the Government after initial evaluation without receiving any further consideration.

### 3.1 Disclosure and Use of Data

Any information presented in a proposal that Offerors want safeguarded from disclosure to other parties must be identified and labeled in accordance with the requirements of Section 00100, FAR 52.215-1, "Instructions to Offerors--Competitive Acquisition", paragraph (e). The Government will endeavor to honor restrictions against release of information as requested by Offerors to the extent permitted under United States law and regulations.

### 3.2 Commitment After Award

The proposal must set forth full, accurate, and complete information as required by this solicitation. The Government will rely on such information in the award of a contract. By submission of an offer, the Offeror agrees that all items in its proposal (key personnel, subcontractors, cost factors, etc.) will be used throughout the duration of the contract and substitution of any item will require prior approval of the Contracting Officer.

### 4.0 EVALUATION FACTORS

All proposals will be evaluated on non-price factors and price. Offerors are required to provide data addressing all stated factors. If an Offeror does not have data relating to a specific factor, it shall be clearly stated. Offers that do not address all factors will be considered non-responsive and may not receive further consideration.

Non-price factors I, II, III, and IV are listed in descending order of importance. All subfactors within a factor are of equal importance. All sub-subfactors within a subfactor are of equal importance. Non-price factors are significantly more important than price.

- Non-price Factors

- Factor I, Technical Capability

- Subfactor A, Sample Task Order
    - Subfactor B, Cost Estimate Preparation
      - Sub-Subfactor 1, Format
      - Sub-Subfactor 2, Completeness
      - Sub-Subfactor 3, Technical Approach

- Factor II, Project Organization

- Subfactor A, Organization Chart
    - Subfactor B, Key Personnel

- Factor III, Experience and Past Performance

- Subfactor A, IDIQ Contracts
    - Subfactor B, Non-IDIQ Contracts

- Factor IV, Small Business Program

- Subfactor A - Extent of proposed small business subcontracting participation in the performance of the proposed contract.

- Subfactor B - Past performance in complying with Small Business Subcontracting Plan goals.

- Price Evaluation

#### 4.1 Non-price Factors

Data provided in response to the non-price factors described below shall be included in Volume I, "Non-price Proposal". All references to Offeror shall include any proposed joint venture partners meeting the criteria stated in paragraph 4.1.2 below.

##### 4.1.1 Relevant Experience

Relevant experience refers to maintenance, major repair and minor construction of medical facilities, including hospitals, clinics, ancillary

structures and related real property. Only projects demonstrating relevant experience will be considered in the evaluation.

#### 4.1.2 Construction Team

The construction team shall include the key personnel who will serve as the daily local points of contact for the prime contractor and joint venture partners identified in the Offeror's proposal.

#### 4.1.3 Factor I, Technical Capability

Data provided in support of this factor shall clearly demonstrate the Offeror's understanding of requirement for the Sample Task Order.

##### 4.1.3.1 Subfactor A, Sample Task Order

Using the provided plans and specifications for the sample task order, prepare a submittal in response to the scope of work described in Section 00740. Offerors shall include in Volume I-A of the proposal, any information they need to demonstrate their understanding of the sample task order.

Offeror's proposals should be complete, addressing any and all factors relevant to performance of the proposed work on this task order and demonstrating the Offeror's understanding of the various factors affecting performance of the work, including a performance schedule.

##### 4.1.3.1.1 Evaluation Standards

The Offeror's sample task order submittal will be evaluated for completeness and understanding of the requirements.

- Outstanding. The submittal is complete. The performance schedule is complete, reasonable, and logical, includes significant milestones and activities other than construction, and is in the form of a network analysis. The proposal includes a narrative description of the coordination required and the challenges faced. The narrative clearly demonstrates understanding of the working conditions and provides valid solutions addressing potential problems.
- Satisfactory. The submittal is complete. The performance schedule is complete, reasonable, and logical, includes some milestones and activities other than construction, and is in the form of a network analysis. The proposal includes a narrative description of the coordination required and the challenges faced. The narrative demonstrates understanding of the working conditions.
- Marginal. The submittal is complete. The performance schedule is reasonable, logical, includes milestones and activities other than construction, and is in the form of a bar chart; or a narrative was not provided, or the provided narrative only somewhat demonstrates understanding of the working conditions.
- Unsatisfactory. The submittal is incomplete; or the performance schedule is in the form of a bar chart; or the schedule (bar chart or network analysis) is not reasonable or logical. The schedule does not account for milestones and activities other than construction. A narrative was not provided or the provided narrative was inadequate.

#### 4.1.3.2 Subfactor B, Cost Estimate Preparation

Offerors shall prepare a detailed cost estimate for the provided sample task order. The cost estimate shall support the price proposed and shall be presented in sufficient detail and cross referenced to clearly establish the relationship of the information provided to the price proposed. Offerors shall present the information in the same format they are intending to use on task orders if awarded a contract. At minimum, costs shall be separately identified as follows:

##### 4.1.3.2.1 Direct Labor

Offerors shall list each discipline/job classification required to perform the work, include the number of hours for each, the actual labor rate per hour and the fringe benefit rate per hour for each, and all labor burden markups for each discipline/classification proposed.

##### 4.1.3.2.2 Materials & Equipment

Offerors shall list all materials and equipment required to complete the sample task order, include quantities, hours of use, make and model number of equipment, and unit cost for each item listed.

##### 4.1.3.2.3 Subcontractors

Offerors shall list all subcontracts by subcontractor name, type of service/construction to be subcontracted, and price of each. All proposed subcontractor costs must be provided in the same detail required for prime contractor costs.

##### 4.1.3.2.4 Home Office Overhead

Offerors shall identify the home office overhead rate (%) used. The rate used here shall have a direct correlation to the data provided in Volume II.

##### **4.1.3.2.5 Field Office Overhead**

Offerors shall identify the field office overhead rate (\$/calendar day) used, including contract management and field management costs. The rate used here shall have a direct correlation to the data provided in Volume II.

##### 4.1.3.2.6 Performance and Payment Bond

The rate used here shall have a direct correlation to the data provided in Volume II.

##### 4.1.3.2.7 Profit

Offerors are required to calculate profit using the EFARS 15.9 "Alternate Structured Approach to Weighted Guidelines Method." A sample worksheet is included at the end of this section as Attachment 2. This will be the required method for calculating profit on all negotiated task orders and modifications on this contract. Include a copy of the completed worksheet with the proposal.

##### **4.1.3.2.8 Hawaii State General Excise Tax**

An allowance of 4.1666% for Hawaii State GE tax (or the GE tax rate in effect at the time the task order is issued) shall be applied to all work in the state of Hawaii. This markup does not apply to work outside the state of Hawaii.

#### 4.1.3.2.9 Evaluation Standards

The Offeror's cost estimate will be evaluated on presentation and content and will result in a single rating for this subfactor based on the evaluation of the three sub-subfactors.

- Outstanding. All sub-subfactors rated Favorable.
- **Questionable.** One sub-subfactor rated Unfavorable.
- Marginal. Two sub-subfactors rated Unfavorable.
- Unsatisfactory. All sub-subfactors rated Unfavorable.

##### 4.1.3.2.9.1 Sub-Subfactor 1, Format

- Favorable. The estimate is well organized and easy to understand; and the cost breakdown described in this section is followed; and subtotals are used logically; and backup documentation is cross-referenced and easy to find.
- Unfavorable. The estimate is poorly organized or difficult to understand; or the cost breakdown described in this section is not followed; or backup documentation either does not exist or is not well referenced.

##### 4.1.3.2.9.2 Sub-Subfactor 2, Completeness

- Favorable. The estimate includes costs for all of the work needed to complete the scope of work described in the provided sample task order plans and specifications and is consistent with the data submitted in Subfactor A.
- Unfavorable. The estimate fails to include significant cost items materially affecting the total price and/or is not consistent with the data submitted in Subfactor A.

##### 4.1.3.2.9.3 Sub-Subfactor 3, Technical Approach

- Favorable. The individual components of the proposed costs, i.e. labor hours, wage rates, material quantities, unit prices, equipment use and cost, etc. are appropriate for the scope of work and level of effort needed to perform the required construction within the proposed performance duration.
- Unfavorable. The individual components of the proposed costs, i.e. labor hours, wage rates, material quantities, unit prices, equipment use and cost, etc. are inappropriate for the scope of work and level of effort needed to perform the required construction. The components are either too high or too low resulting in unbalanced pricing, overpricing or under pricing of the work.

#### 4.1.4 Factor II, Project Organization

Offerors shall submit graphic and narrative descriptions of the proposed onsite staffing to manage and control the work on this contract. The minimum requirements for management staffing are described in Section 01000.

If an Offeror is awarded a contract, all key personnel that are included in the Offeror's proposal shall be used on the contract. Substitution or addition of any key personnel not included in a successful Offeror's proposal must be submitted for review and acceptance by the Contracting Officer prior to the start of work by that individual. The Contractor is informed that the Government will be allowed 30 days to respond. Any delays resulting from this post-award process shall be the responsibility of the contractor and shall not be a basis for any equitable contract adjustment.

##### 4.1.4.1 Subfactor A - Organization Chart

Provide a diagram depicting the proposed onsite management organization. The chart shall clearly identify lines of authority and areas of responsibility. Include a narrative description of how the onsite management team will operate, and the specific duties and responsibilities of the key personnel, including provisions for managing a variable workload.

##### 4.1.4.1.1 Evaluation Standards, Subfactor A

- **Outstanding.** The proposal includes all requested information for the subfactor. The narrative demonstrates a clear understanding of the variation in staffing levels needed to support the fluctuating workload for timely management and performance of pre-issue task order proposal estimating and negotiation, as well as post-issue task order construction. Alternative or reserve staff are available, who also meet or exceed the minimum qualification standards described in Section 01000.
- **Satisfactory.** The proposal includes all requested information for the subfactor. The narrative demonstrates an adequate understanding of the variation in staffing levels needed to support the fluctuating workload for timely management and performance of pre-issue task order proposal estimating and negotiation, as well as post-issue task order construction.
- **Marginal.** The proposal includes all of the requested information for the subfactor. The organization chart and descriptions are incomplete or authorities and responsibilities are not clear.
- **Unsatisfactory.** The proposal does not include all of the requested information for the subfactor. The required descriptive narrative does not accompany the organization chart, or vice versa.

##### 4.1.4.2 Subfactor B - Key Personnel

Identify the individuals proposed to fill the key positions: Program Manager, Contractor Quality Control System Manager (CQCSM), and Contract Safety Officer, as described in Section 01000. Provide resumes for each individual. Resumes must support the individual's qualifications to perform in the identified position. Resumes shall include a list of projects

completed by the proposed individual. The list shall include contract number, completion date, title, detailed description, dollar value, and position held. Preference will be given to individuals with past relevant experience (see paragraph 4.1.1).

#### 4.1.4.2.1 Letters of Direction/Commitment

Provide copies of letters of direction/commitment to each key personnel from an appropriate officer of the company.

#### 4.1.4.2.2 Evaluation Standards, Subfactor B

Letters of Direction will not be separately rated. However, the data provided will be used to supplement the data provided for Subfactor B and will affect the final rating of this subfactor.

- **Outstanding.** The proposal includes all requested information for the subfactor. All proposed key personnel exceed the minimum qualification standards described in Section 01000.
- **Satisfactory.** The proposal includes all requested information for the subfactor. All proposed key personnel meet the minimum qualification standards described in Section 01000.
- **Marginal.** The proposal does not include all of the requested information for the subfactor; or not all key personnel are identified; or identified personnel do not meet the minimum qualification standards described in Section 01000.
- **Unsatisfactory.** The proposal does not include all of the requested information for the subfactor. Not all key personnel are identified and not all identified personnel meet minimum qualification standards described in Section 01000.

#### 4.1.5 Factor III, Experience and Past Performance

Data provided in support of this factor shall clearly demonstrate the Offeror's ability to meet the requirements of the contract based on its experience and performance history on relevant contracts, as described in paragraph 4.1.1.

For each of the contracts identified in Subfactors A and B below, a Contract Data Sheet shall be completed. This sheet is included as Attachment 1 to this specification section. All requested information must be provided. Failure to provide any of the requested data may be cause to eliminate a contract from consideration in the evaluation. Only the form provided as Attachment 1 will be accepted. Data submitted in any other format will be eliminated from consideration.

Additionally for Subfactor A, IDIQ Contracts, on a separate sheet, include a complete list of all task orders received on the IDIQ contract. Provide the following information for each task order: task order number, title, brief scope of work, location, task order amount, task order duration, issue date, completion date, and final task order performance rating, if applicable.

If the Offeror intends to rely on its joint venture partner's past experience, the Offeror shall submit a Contract Data Sheet (Attachment 1)

for the joint venture partner's relevant experience. In order to demonstrate the depth of its experience, Offerors may submit data for themselves and their joint venture partner for the same contract. However, the submission of data for multiple team members on the same contract **may** only be counted as a single contract.

#### 4.1.5.1 Information Quality

Offerors should submit complete and accurate information. The Government may elect not to request additional information to perform the evaluation.

#### 4.1.5.2 Past Performance

For each of the contracts identified in Subfactors A and B below, indicate the final overall performance rating received on the applicable Contract Data Sheet. Only performance ratings for the Offeror will be considered. Provide documentation of the indicated rating in a separate tab. Undocumented performance ratings may not be considered. The Government may use data provided by the Offeror and data obtained from other sources. While the Government may elect to consider data obtained from other sources, the burden of providing thorough and complete past performance information rests with the Offeror.

For Subfactor A, IDIQ Contracts, Offerors shall submit documented performance ratings for both the contract and all individual task orders within the contract, as issued by the Contracting Agency.

#### 4.1.5.3 Customer Satisfaction

A customer survey sheet is provided at the end of this section as Attachment 3. Offerors shall complete Part A for each of the contracts identified for Subfactors A and B (max 8). Offerors shall send the partially completed forms to the Contracting Agency/Officer for completion of Part B. The respondent shall be instructed to return completed surveys directly to the Contracting Officer at the following address:

US Army Engineer District, Honolulu  
CEPOH-CT-C  
Attn: DACA83-02-R-0006, Customer Survey  
Bldg. 230  
Fort Shafter, HI 96858-5440

Fax: 808-438-8588

Respondents should be requested to return surveys by the closing date of the solicitation. Offerors are advised that they are responsible for ensuring timely receipt of completed surveys by the Government. Surveys that are not received may impact an Offeror's rating for this subfactor. Surveys received directly from offerors will not be considered in the evaluation. Only surveys submitted on the provided form (Attachment 3) will be considered.

A copy of page 1 of all survey sheets sent shall be included in this tab. Ensure that the reference number is completed on each survey sheet to correctly match surveys to the contracts listed.

#### 4.1.5.4 Neutral Ratings

Offerors will not be rated favorably or unfavorably if the Offeror does not have a record of relevant past performance or information on past performance is not available. However, an Offeror with no past performance

history may be considered less favorably than an Offeror with a favorable past performance history.

#### 4.1.5.5 Subfactor A - IDIQ Contracts

Offerors shall identify IDIQ-type contracts (not task orders), demonstrating relevant experience, completed after 1998, or still underway and awarded prior to September 2002, in which they were/are the prime contractor. The selected contracts should demonstrate familiarity with the various types of work and conditions that may be encountered on this contract. Identify no more than 4 contracts.

#### 4.1.5.6 Subfactor B - Non-IDIQ Contracts

Offerors shall identify contracts (not task orders) other than IDIQ-type, demonstrating relevant experience, completed after 1998, or still underway and awarded prior to September 2002, in which they were/are the prime contractor. The selected contracts should demonstrate familiarity with the various types of work and conditions that may be encountered on this contract. Identify no more than 4 contracts.

#### 4.1.5.7 Evaluation Standards, Factor III

Subfactors A and B will be individually rated then combined into a single rating for this factor based on the evaluation of the two subfactors as follows:

- Satisfactory. Both subfactors rated Favorable.
- **Neutral. One subfactor rated Favorable and the other subfactor rated Neutral, or both subfactors rated Neutral.**
- **Marginal. One subfactor rated Unfavorable and the other subfactor rated either Neutral or Favorable.**
- Unsatisfactory. Both subfactors rated Unfavorable.

#### 4.1.5.8 Evaluation Standards, Subfactors A and B

Past performance and customer surveys will not be separately rated. However, the data provided for this element will be used to supplement the data provided for Subfactors A and B and will affect the final rating of these subfactors. The Government may use data provided by the offeror and data obtained from other sources.

- Favorable. The Offeror has provided at least one (1) contract meeting the stated subfactor criteria and none of the final performance ratings are less than Satisfactory. Surveys were received for at least 50% of the contracts listed in Subfactors A and B (max 8). On all surveys received, none of the ratings for questions 2 through 9 were less than satisfactory.
- Unfavorable. None of the contracts provided by the Offeror meet the stated subfactor criteria or at least one of the submitted contracts received a less than Satisfactory final performance rating, or documented performance ratings were not submitted. Surveys were received for less than 50% of the contracts listed in Subfactors A and B

or on at least one of the surveys received, one or more of the ratings for questions 2 through 9 were less than satisfactory.

- **Neutral.** The Offeror has no past performance history meeting the stated subfactor criteria.

#### **4.1.6. Factor IV, Small Business Program**

Offerors shall submit data that demonstrate its use of Small Business Concerns for Subfactors A and B. Small Business Concerns include small disadvantaged businesses (SDB), women-owned small businesses, HUBZone small businesses, veteran-owned small businesses and service disabled veteran-owned small businesses.

**Subfactors A and B will be individually rated then combined into a single rating for this factor based on the evaluation of the two subfactors as follows:**

- **Satisfactory.** Both subfactors rated Favorable.
- **Neutral.** Subfactor A rated Favorable and subfactor B rated Neutral.
- **Marginal.** Subfactor A rated Favorable and subfactor B rated Unfavorable or subfactor A rated Unfavorable and subfactor B is rated Neutral or Favorable.
- **Unsatisfactory.** Both subfactors rated Unfavorable.

4.1.6.1 Subfactor A - Extent of proposed Small Business participation in the performance of the proposed contract.

- If the offeror is submitting a proposal as a joint venture (JV), identify the size status of each member of the JV.
- Identify in terms of dollar value and percentage of the total proposed contract price, the extent of work the offeror will perform as the prime contractor. (For the purpose of this evaluation factor, assume that the contract price equals \$3M).
- Identify in terms of dollar value and percentage of the total proposed contract price, the work to be subcontracted to small business concerns, SDB concerns, women-owned small business concerns, HUBZone small businesses, veteran-owned small business concerns, service disabled veteran owned small business concerns, and if applicable, historically black colleges or universities/minority institutions (HBCU/MI).
- Provide a list of Small Businesses (SB), Small Disadvantaged Businesses (SDB), Women-Owned Small Businesses (WOSB), HubZone Small Businesses, Veteran-Owned Small Businesses (VOSB), and Historically Black Colleges or Universities/Minority Institutions (HBCU) which the Offeror proposes to use as a joint venture, teaming arrangement, or subcontractor if awarded a contract under this solicitation. The listing shall include the name, address, telephone number, and type of work each concern is anticipated to perform.

##### **4.1.6.1.1 Evaluation Standards**

- **Favorable.** Offeror's proposal shows satisfactory level of effort and commitment to utilize small business concerns for this project. Specific small business firms to be utilized are identified.
- **Unfavorable.** Offeror's proposal lacks effort and commitment to utilize small business concerns for this project. No listing of small businesses to be utilized is provided.

4.1.6.2 Subfactor B - Past performance in complying with Small Business Subcontracting Plan goals.

- Provide SF 294's, "Subcontracting Report for Individual Contracts" for projects of similar scope and magnitude.

#### 4.1.6.2.1 Evaluation Standards

- **Favorable.** All subcontracting goals were met or a satisfactory justification provided. Small business concerns will be given an acceptable rating.
- **Unfavorable.** Subcontracting goals were not met and no satisfactory justification was provided.
- **Neutral.** Except in the case of small business Offerors, Offerors will not be rated favorably or unfavorably if the Offeror does not have a record of relevant past performance in complying with small business subcontracting goals.

## 4.2 Price Evaluation

Data provided in response to price shall be included in Volume II, "Price Proposal". All references to Offeror shall include any proposed joint venture partners meeting the criteria stated in paragraph 4.1.2 above.

### 4.2.1 General

Offerors shall submit the cost data identified below that they are proposing to use in the development of all cost estimates that this contract may require. The proposed cost data, if awarded a contract, shall be used for the life of the contract, subject to review and resubmittal at the discretion of the Contracting Officer. Offerors shall indicate the start date of their fiscal accounting period. All cost data will be reviewed at least annually, generally coinciding with this accounting period. Adjustments to the cost data, based on current documentation, may be considered subject to approval of the Contracting Officer.

Offerors are reminded that the cost factors included in this proposal will be contractually binding and are cautioned not to "low ball" any of the numbers in its proposal and estimate in order to come out with a low total cost. If awarded one of the contracts, the factors shown in this proposal will be used in all future task orders.

### 4.2.2 Workmen's Comp Insurance

Offerors shall submit premium statement(s) from their insurance company(ies) identifying all workmen's compensation insurance in effect at the time of

this solicitation. Successful offerors will be required to maintain current premium statement(s) on file with the Contracting Officer throughout the life of the contract.

#### 4.2.3 Performance and Payment Bond

Offerors shall submit a statement from their surety defining the bond rate(s) in effect at the time of this solicitation. Successful offerors will be required to maintain current bond rates on file with the Contracting Officer throughout the life of the contract.

#### 4.2.4 Home Office Overhead

Offerors shall submit their proposed home office overhead rate, including all data and calculations used in arriving at that rate. Home office overhead components shall comply with FAR Part 31.

#### 4.2.5 Contract Management Fixed Costs

Offerors shall submit their proposed fixed cost elements relating to the management of the contract, i.e. Project Manager, CQCSM, Contract Safety Officer. These costs shall be complete, including labor, labor burden, fringe benefits, travel and transportation. Provide the daily (calendar day) rate and annual rate and a breakdown of all cost elements proposed for each of the key personnel proposed in Volume I, Factor II, Subfactor B.

#### 4.2.6 Field Office Management Fixed Costs

Offerors shall submit their proposed fixed cost elements relating to the management of task orders, i.e. Project Engineer, Project Superintendent, QCR, Site Safety representative. These costs shall be complete, including labor, labor burden, fringe benefits, travel and transportation. Provide the daily (calendar day) rate and annual rate and a breakdown of all cost elements proposed for each of the field office management key personnel proposed in Volume I, Factor II, Subfactor B.

#### 4.2.7 Determination of Relative Price

As a measure of relative price, the Government will apply the following formula to the cost factors submitted in Section 00010. (Offerors shall ensure the data in Section 00010 is complete and accurate. Failure to provide the requested data in Section 00010 in the requested format may be cause for a determination of non-responsiveness.) Offerors shall not compute Total Price. The Government will perform this calculation during its evaluation. The resultant number/total price will be used to compare the cost of doing business among all Offerors.

$$\begin{aligned} & \{ \text{Contract management cost}^* \\ & + (\text{Field office management cost}^*) \\ & \times (1 + \text{Home Office Overhead rate}^*) \\ & \times (1 + \text{Performance and payment bond rates}^{*\text{e}}) \\ & = \text{Total Price} \end{aligned}$$

\* from Section 00010, Proposal Summary

<sup>e</sup> bond based on \$3 million using the calculation schedule in Section 00010, Proposal Summary

\*\*\* End of Section 00120 \*\*\*



CONTRACT DATA SHEET  
RFP No. DACA83-02-R-0006

The data provided on this sheet will provide supporting information for the Offeror's Experience and Past Performance (Factor III). Use this form to document projects for Federal, State, and Local governments, and/or private sector that have been completed or substantially completed after 1998, or still underway and awarded prior to September 2002 that are directly related to the various types of work that may be encountered on this contract, as required in this section of the solicitation.

Offeror's Name:

Phone Number:

Fax Number:

Point of Contact:

E-Mail Address:

Contract No:

Reference #: Vol I, Tab \_\_\_\_, Contract # \_\_

Contract Title:

Location:

Type of Contract (i.e. firm-fixed, price, cost reimbursable, IDIQ, etc.):

Contract Description:

Award Date:

Original Completion Date:

Actual Completion Date:

Award Amount:

Final Contract Price:

Was Offeror the PRIME or a SUB?

Percentage of Contract Performed by Offeror:

Type/scope of work performed by the Offeror:

Project Data Sheet

Overall Performance Rating:

Date of Evaluation:

Quality Awards, Letters of Appreciation/Commendation, Written Overall Performance Evaluations Received. List documents here, include document(s) in Volume I, Factor II, Past Experience and Past Performance tab.

Type and Extent of Subcontracting. List names of major subcontractors used.

Describe any other factors relevant to past experience or past performance that demonstrate the Offeror's capabilities and qualifications in relation to the proposed contract.

End user (i.e. DPW, BCE, etc.)

Point of Contact (Name & Title):

Phone Number:

Fax Number:

E-mail Address:

EFARS 15.9 "Alternate Structured Approach to Weighted Guidelines Method"

PROJECT:

CONTRACT: DACA83-02-R-0006

PROFIT FOR:

ESTIMATED BY:

| FACTOR (a)                     | RATE (b) | WEIGHT (c)   | VALUE (b x c) |
|--------------------------------|----------|--------------|---------------|
| 1. Degree of Risk              | 20       |              |               |
| Very low                       |          | 0.030        |               |
| Mod low                        |          | 0.050        |               |
| Average                        |          | 0.075        |               |
| Mod high                       |          | 0.110        |               |
| High                           |          | 0.120        |               |
| 2. Relative Difficulty of Work | 15       |              |               |
| Very simple                    |          | 0.030        |               |
| Simple                         |          | 0.040        |               |
| Average                        |          | 0.075        |               |
| Complex                        |          | 0.110        |               |
| Very complex                   |          | 0.120        |               |
| 3. Size of Job                 | 15       |              |               |
| < \$100,000                    |          | 0.120        |               |
| 0.1 - 1.0 million              |          | 0.110        |               |
| 1.0 - 2.0 million              |          | 0.100        |               |
| 2.0 - 2.5 million              |          | 0.090        |               |
| 2.5 - 3.5 million              |          | 0.080        |               |
| 3.5 - 4.0 million              |          | 0.070        |               |
| 4.0 - 4.5 million              |          | 0.060        |               |
| 4.5 - 5.0 million              |          | 0.050        |               |
| 5.0 - 10.0                     |          | 0.040        |               |
| > 10 million                   |          | 0.030        |               |
| 4. Periods of Performance      | 15       |              |               |
| Short (< 30 days)              |          | 0.030        |               |
| Mod short                      |          | 0.050        |               |
| Average                        |          | 0.080        |               |
| Mod long                       |          | 0.100        |               |
| Long (> 2 years)               |          | 0.120        |               |
| 5. Contractor's Investment     | 5        |              |               |
| None                           |          | 0.030        |               |
| Little                         |          | 0.050        |               |
| Average                        |          | 0.070        |               |
| Mod high                       |          | 0.090        |               |
| High                           |          | 0.120        |               |
| 6. Assistance by Government    | 5        |              |               |
| None                           |          | 0.120        |               |
| Small                          |          | 0.090        |               |
| Moderate                       |          | 0.070        |               |
| Mod large                      |          | 0.050        |               |
| Large                          |          | 0.030        |               |
| 7. Subcontracting              | 25       |              |               |
| 0%                             |          | 0.120        |               |
| 0% - 20%                       |          | 0.100        |               |
| 20% - 40%                      |          | 0.080        |               |
| 40% - 60%                      |          | 0.050        |               |
| 60% - 80%                      |          | 0.030        |               |
|                                |          | TOTAL PROFIT |               |

CUSTOMER SATISFACTION QUESTIONNAIRE

PART A (to be completed by Offeror)

Reference #: Vol \_\_\_\_, Tab \_\_\_\_, Project # \_\_\_\_

Name of Offeror: \_\_\_\_\_

Contract Number/Contract Title /Location \_\_\_\_\_

Contract Description: \_\_\_\_\_

Award Date: \_\_\_\_\_

Original Completion Date: \_\_\_\_\_

Actual Completion Date: \_\_\_\_\_

Award Amount: \_\_\_\_\_

Final Contract Price: \_\_\_\_\_

% of work and type of work performed by the Offeror: \_\_\_\_\_

=====

PART B (to be completed by Respondent)

Organization Name: \_\_\_\_\_

Your Name: \_\_\_\_\_

Your Title: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Your role on this contract: \_\_\_\_\_

Name and phone number of any additional person(s) who may or may not have a different opinion on this contractor's job performance.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\*

1. Describe any special conditions affecting the work.

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*Circle the appropriate rating and provide supporting narrative below for questions 2 - 8*

2. How would you rate the quality of construction in terms of compliance with the contract plans and specifications?

Unsatisfactory      Marginal      Satisfactory      Very Good      Outstanding

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3. How would you rate the timeliness of performance, taking into account all excusable delays?

Unsatisfactory      Marginal      Satisfactory      Very Good      Outstanding

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4. How would you rate the cost of the project, in terms of initial price reasonableness and control of changes and claims?

Unsatisfactory      Marginal      Satisfactory      Very Good      Outstanding

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5. How would you rate the offeror's ability and cooperativeness in complying with other contract terms and conditions?

Unsatisfactory      Marginal      Satisfactory      Very Good      Outstanding

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6. How effective was the Offeror's management of the administrative aspects of performance, such as communicating and performing routine coordination?

Unsatisfactory      Marginal      Satisfactory      Very Good      Outstanding

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7. How would you rate the Offeror's willingness to cooperate with, and assist the customer in routine matters? Non-routine matters?

Unsatisfactory      Marginal      Satisfactory      Very Good      Outstanding

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8. What is your assessment of the Offeror's business integrity?

Unsatisfactory      Marginal      Satisfactory      Very Good      Outstanding

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9. How would you rate the overall performance of the Offeror? (Please provide comments, especially if Outstanding or Unsatisfactory)

Unsatisfactory      Marginal      Satisfactory      Very Good      Outstanding

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10. Would you recommend using this firm for any future similar types of work for your organization, and why or why not?

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Thank you very much for responding to this questionnaire. Please mail or fax your completed questionnaire to the following address:

US Army Engineer District, Honolulu, CEPOH-CT-C  
Attn: DACA83-02-R-0006, Customer Survey  
Bldg. 230  
Fort Shafter, HI 96858-5440

Phone: 808-438-8572 (Ms. Linda Oshiro)  
DACA83-02-R-0006 00120 - 21

Fax: 808-438-8588

Section 00900  
Miscellaneous Attachment  
Questions and Answers

Q1. Customer survey sheets have already been sent out that make reference to Factor IIC tab for Volume I. Amendment 0002 eliminated Factor IIC completely. 4.1.5.3 asks that a copy of page 1 of the survey sheets be included in this tab. 2.2 states that proposals not properly tabbed may be considered non responsive. How do you want us to handle this situation?

A1. As a result of Amendment 0002, the Customer Survey Sheets that were initially referred to under Factor II are now referred to under Factor III. Paragraph 4.1.5.3 is now associated with Factor III and the reference to “this tab” is referring to the tab for Factor III. Offerors should include a copy of page 1 of the survey sheets in their proposal in Volume I, under the appropriate Tab for Factor III. If an offeror has already prepared customer survey sheets that indicated that they were to be included under a Tab entitled Factor IIC, the Offeror should include a copy of page 1 of the survey sheets in their proposal in Volume I, under the appropriate Tab for Factor III. The Government will not consider a proposal to be non-responsive, or not properly tabbed, if the survey forms are annotated for Tab IIC but are properly included under Tab III.

Q2. Will the Government award a contract to an offeror that has a “marginal” rating for one of the factors? And, will a “marginal” rating on any subfactor cause the entire factor to be rated “marginal”? For example, if we received an “Outstanding” for subfactor A and a “Marginal” for subfactor B, will our overall rating be “Marginal”?

A2. For this solicitation, the Government intends to utilize a Cost-Technical Tradeoff Method to award the contract(s). Using this method, the Government will rank the non-price proposals to determine the highest ranked proposal, and with this method, it is possible that a proposal could receive a marginal rating for one of the factors and still be the highest ranked proposal. Therefore, the Government could award a contract to an offeror that received a marginal rating for one (or more) factors. It is not possible to receive a marginal rating for the subfactors under Factors I, III, or IV. Factor II consists of two subfactors (A and B) each of which could receive a marginal rating. The subfactor ratings for Factor II will not be “rolled-up” into a single rating for Factor II - no single rating will be assigned to Factor II.

Q3. The drawing sheet M-2 of the Sample Task Order No. IDIQ-06-0001, Pkg T-14, Privacy Compliance, Radiology, Tripler, has two floor plans that are not readable. Please clarify, revise and resend.

A3. Correction was made this amendment (AM-0003).

Q4. Amendment 0002, Section 00740.7, mentions an attachment specifications dated 18 October 2002. Were there any specifications issued?

A4. Technical specification added this amendment (AM-0003).

Section 00900  
Miscellaneous Attachment  
Questions and Answers

Q5. Is there a specific cost proposal format required?

A5. The Government has not specified any particular format for the cost proposal. To ensure that the offerors submitted proposal format receives the most favorable rating possible, Offerors should review the solicitation submission requirements as well as the evaluation criteria set-forth in the solicitation.

Q6. Are there any liquidated damages for this task order?

A6. No specific amount of Liquidated Damages have been established for the sample task order. Although there is no specific amount for the sample task order, Offerors should address how they will handle Liquidated Damages when amounts are established for subsequent task orders.

Q7. Is this a real task order project that will be awarded? Will this task order be issued to the lowest successful bidder?

A7. The purpose of the sample task order is to provide the Government with the ability to evaluate the contract selection factors that are set-forth in the solicitation. The Government's evaluation of the offerors proposal for the sample task order will not result in the issuance of a task order; but rather will be part of the Government's evaluation process to determine which offeror(s) will be awarded a contract. The Government reserves the right to, after selection of the contractor(s), to request proposals for a task order that may be very similar to the sample task order, and if that event occurs, then the request for that proposal will set forth the specific criteria to be used to select the Contractor that will be awarded the task order.

SECTION 01000

DESCRIPTION OF WORK

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

American National Standards Institute (ANSI):

ANSI C2 National Electric Safety Code

American Society of Heating, Refrigerating, and Air Conditioning Engineers (ASHRAE):

Handbooks Handbooks Refrigeration Fundamentals  
HVAC System and Equipment  
HVAC Applications

Standards Ventilation for Acceptable Indoor Air  
Quality

Code of Federal Regulations (CFR)

29 CFR 1910 Occupational Safety and Health Standards  
- General Construction

29 CFR 1926 Occupational Safety and Health Standards  
- Construction Industry

Department of the Army, Corps of Engineers Manual (EM)

EM 385-1-1 Safety and Health Requirements Manual

Department of the Army, Corps of Engineers Regulation (ER):

ER 25-345-1 Military Publications System Operation  
and Maintenance Documentation

Department of the Army Regulation (AR)

AR 385-40 Accident Reporting Standards

Department of the Army Technical Manuals (TM)

TM 5-810-1 Mechanical Design, Heating, Ventilating,  
and Air Conditioning

TM 5-810-4 Compressed Air

TM 5-810-5 Plumbing

DACA83-02-R-0006 01000-1  
(AM-0003)

TM 5-811-1 Electric Power Supply and Distribution  
TM 5-811-2 Electric Design, Interior Electrical System  
TM 5-811-14 Coordinated Power systems Protection  
TM 5-815-3 Heating, Ventilation, and Air Conditioning (HVAC)

Military Handbooks (MIL-HDBK):

MIL-HDBK-1008C Fire Protection for Facilities Engineering, Design, and Construction  
MIL-HDBK-1190 Facility Planning and Design Guide

National Institute of Technology and Standards

Handbook 135 Life Cycle Cost Analysis

National Fire Protection Association, Inc. (NFPA):

NFPA 70 National Electric Code  
NFPA 80 Doors and Windows  
NFPA 101 Safety to Life from Fire in Building and Structures

Building Codes (52.9101 - 4000 TM)

American Institute of Steel Construction (AISC)  
American Concrete Institute (ACI)  
Uniform Building Code (UBC)  
Uniform Plumbing Code (UPC)  
Uniform Mechanical Code (UMC)

Occupational Safety and Health Administration (OSHA)

29 CFR 1910, Publication V2206 OSHA General Industry Safety and Health Standards

29 CFR 1926 OSHA Construction Industry Standards.

One source of these regulations is OSHA Publication 2207, which includes a combination of both Parts 1910 and 1926 as they relate to construction safety and health. Contact the Superintendent of Documents, U.S. Government Printing

Office, Washington, D.C. 20402.

Tripler Army Medical Center (TAMC) Regulations

|                |                                                    |
|----------------|----------------------------------------------------|
| TAMC Reg 40-34 | Management and Disposal of Regulated Medical Waste |
| TAMC Reg 40-35 | Management and Disposal of Hazardous Waste         |
| TAMC Reg 40-87 | Hazardous Material/Waste Management Plan           |

Code of Federal Regulations (CFR)

National Emission Standards for Hazardous Air Pollutants (40 CFR, Part 61)

Federal Standard (Fed. Std. 313A, Material Safety Data sheets, Preparation and the Submission)

Federal Standard 795, Uniform Federal Accessibility Standards.

American Disability Act (ADA).

Installation Interior/Exterior Architectural Plans, USAG-HI.

1.2 GENERAL REQUIREMENTS

As described in other sections of this contract, the Government intends to award more than one contract. However, the Government reserves the right to award to only one contractor, if it is determined to be in its best interest. All references to "contract" in this section shall mean one of the multiple award contracts awarded to a successful Offeror.

These contract(s) will provide rapid response capability for maintenance, major repair and minor construction in a cost effective manner. The types of construction may include, but are not limited to, civil, architectural, mechanical, electrical, security, correction of safety concerns, asbestos and lead abatement, and structural.

- Civil construction such as, grading, water lines, sewer lines, paving/repaving roadways, sidewalks, parking lots, shore protection, stream bank stabilization, and dredging.
- Architectural construction such as, painting, roofing, renovation of interiors of existing buildings, new building construction.
- Mechanical construction such as, heating, ventilation, and air conditioning (HVAC) systems and components, refrigeration systems, material transport systems, automatic box conveyor systems, incinerators, fuel lines, elevators, escalators, dumb waiters, as well as plumbing systems including water, solid and hazardous waste control.
- Electrical construction such as, power and service supplies, distribution, and utilization systems (including lighting), power

generators and uninterrupted power supplies (UPS). Instrumentation work may include but is not limited to, plant management systems, using direct digital technology and fire alarm systems.

- Security construction such as, intrusion detection and surveillance systems.
- Correction of safety concerns such as, compliance with life safety codes, safety and hygiene, and fire suppression systems.
- Asbestos, lead-based paint, and petroleum-contaminated material abatement and disposal may be required.
- Structural effort may be required.
- Ancillary work necessary to support the repair project, such as demolition, or restoration of the work area to the condition prior to the repair action.

This objective will be achieved through the issuance of task orders under the terms of the contract.

### 1.3 DEFINITIONS

- Site Survey: An inspection of a facility to evaluate areas that need work.
- Site Survey Report: Documentation of the findings and recommendations resulting from the site survey and investigation of the proposed project.
- Feasibility Study: A study undertaken to determine the cost effectiveness of the proposed work.
- Proposal: Response to a Request for Proposal. A proposal may consist of conceptual plans for performance of the requested scope and/or costs to perform the requested scope.
- Work Plan: A detailed package consisting of the drawings, sketches, details, and/or specifications necessary to allow a third-party to perform the construction work.
- Construction: Execution of a set of plans, details, and specifications resulting in the repair or minor construction of a facility.
- Construction Task Order: A task order issued to perform work that includes construction and may include other types of work such as site survey, feasibility study, or work plan.
- Non-Construction Task Order: A task order issued to perform stand-alone work other than construction, i.e. site survey, feasibility study, work plan.

### 1.4 SUBMITTAL REQUIREMENTS

#### 1.4.1 Non-Construction Actions

All submittals related to non-construction actions are described in Section 00720. The requirement for these submittals will be stated in the task order.

#### 1.4.2 Construction-Related Actions

All submittals required for construction are described in Section 01330 and the various technical specifications that will be provided with the task order. The submittals listed on the Submittal Register found in Section 01330, Register: Main Register, shall be prepared to cover the requirements of the overall contract. The submittals listed on the Submittal Register, Register: Task Order, are required for each construction-related task order.

#### 1.4.3 Submittal Requirement

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. The following shall be submitted in accordance with section 01330 SUBMITTAL PROCEDURES:

##### SD-01 Preconstruction Submittals

###### Organization Plan; G.

Provide a diagram depicting the proposed onsite management organization. The chart shall clearly identify lines of authority and areas of responsibility. Include a narrative description of how the onsite management team will operate, and the specific duties and responsibilities of the key individuals.

Identify the individuals proposed to fill the key onsite management positions listed in Section 01000. Provide resumes for each individual. Resumes must support the individual's qualifications to perform in the selected position.

Provide copies of letters of direction to each key personnel from an appropriate officer of the company.

If the information submitted in proposal Volume I, Factor I is current and complete, submit one copy of this information. However, if any of the proposal information is not current or requires revision, in addition to the copy of the proposal information, submit four copies of all additions and changes for Contracting Officer acceptance.

#### 1.4.4 Electronic Media Submittals

All electronic data submittals shall conform to the following requirements.

Required data shall be submitted on 3 1/2" double-sided high-density diskettes formatted to hold 1.44 MB of data, under the MS Windows 95 operating system, or higher. Alternatively, CD-ROMs may be used. They shall conform to industry standards used in the United States. All data shall be provided in English. A permanent exterior label shall be affixed to each diskette or CD-ROM submitted. The label shall indicate the type of

data, full contract and task order numbers, task order name, task order location, and data date.

All submitted electronic media (floppy disks, CD-ROMs, etc.) containing computer data shall be free of all known computer viruses at the time of delivery. A compatibility certification and the name(s) and release date(s) of the virus scanning software used to analyze the delivery media shall be furnished to the Government. The release or revision date of the virus scanning software shall be the most current version that has detected the latest known viruses at the time of delivery of the media. If analysis of the delivery media by the Government finds evidence of incompatibility with Government systems or virus infection, the media will be returned to the Contractor. The Contractor shall resubmit the media at no additional cost to the Government.

## PART 2 PRODUCTS (Not Applicable)

## PART 3 EXECUTION

### 3.1 GENERAL

- a. The work ordered through this contract will be for medical facilities including hospitals, clinics, ancillary structures and related real property within the jurisdictional execution authority of the Corps of Engineers, U.S. Army Engineer District, Honolulu.
- b. Each contract will be issued for a base period of 12 consecutive months from date of award, with provision for an additional 3 option periods, 12 consecutive months each. The combined total value of all task orders in all contracts issued will not exceed \$24 million. The award of an option period to any contractor is at the sole discretion of the Government.
- c. Issuance of a task order for services and work plans will constitute the Notice to Proceed (NTP). The issuance of a construction task order will constitute NTP if sufficient bonding is available. If sufficient bonding is not available, NTP will be issued upon receipt of acceptable bonds. The task order performance period starts on the date the order is signed by the Contracting Officer/Ordering Officer or issuance of the NTP. Work on a task order shall commence immediately upon receipt of the signed task order or NTP.
- d. Upon receipt of a task order NTP, the Contractor shall provide, all labor, materials, supplies, parts (to include system components), supervision, equipment, and related services, (except when specified as Government furnished), to perform all work in strict accordance with the terms, conditions, special contract requirements, specifications, drawings, attachments, and exhibits contained in the contract and task order or incorporated by reference. The scope of this contract covers a broad range of maintenance, major repair and minor construction work. The Contractor may be asked to meet milestones as required by the installation. Work will vary from site to site and may require extensive knowledge of the functional operation relating to the efficient use of the facility's equipment and support systems, and building structures. Some facilities may need to remain in full operation during the task order work. In these instances, the Contractor will be required to minimize interference with the daily

operations of the facilities.

e. In those task orders that the contractor is required to develop a "work plan" for proposed construction, the Contractor shall be familiar with, and all proposed work shall conform to, all applicable building and life safety codes (see paragraph REFERENCES). The Contractor shall be cognizant of any changes in the codes that impact the proposed work on the facility.

f. The Contractor's work and responsibility shall include all Contractor planning, programming, administration, and management necessary to provide all construction-related work (i.e. maintenance, repair, and/or construction) and other services as specified. The Contractor shall conduct all work in strict accordance with the contract and all applicable Federal, State, and local laws, regulations, codes, or directives. The Contractor shall provide related services such as preparing and submitting required reports, performing administrative work, and submitting necessary information as specified in this contract and within each task order. The Contractor shall ensure that all work performed meets the specified scope of work and any specifications or documents included with the individual task order.

g. The Contractor will be provided with a scope of work detailing the task(s) to be accomplished. The detail provided will vary from a general statement of what is required (with no drawings), to complete design documents (drawings and specifications), depending on the complexity and scope of the project. The Contractor will be required to use the information provided by the Government to prepare and submit a complete proposal reflecting the required task(s) to accomplish the provided scope of work, regardless of how much information is provided by the Government. Proposals may be requested requiring cost, time, and/or concept for the work. The submitted proposal shall be complete, to include all requested submittals and all cost factors, such as the labor, materials, equipment, and other costs, direct and indirect, necessary for performing the work required.

h. The Government will review all proposals and determine which contractor will be issued the work based on the proposal(s) received. The Government's objective is to issue task orders without negotiations. However, negotiations may be conducted if the Government determines it is necessary.

i. Upon issuance of a task order, the Contractor shall complete all work and services in accordance with the milestones established for each task order. Submittal dates, when applicable, will be included in the task order. Types and numbers of submittals, and dates and places for review meetings will also be stated in the task order.

### **3.2 PROGRAM MANAGEMENT ORGANIZATION**

#### **3.2.1 General**

The Contractor is responsible for ensuring that the contract is adequately staffed to manage all of the work issued to it in full accordance and compliance with the contract requirements. The Contractor shall maintain a management staff with abilities and experience comparable to the staff listed in the pre-award management proposal.

#### **3.2.2 Organization Plan**

The contractor shall submit an organization plan describing the onsite organization it intends to structure for managing this indefinite delivery, indefinite quantity contract. The plan shall include lines of authority, position responsibilities, and qualifications of the proposed staff. The project staff shall minimally consist of the key personnel listed below. Each of the individuals selected to fill these positions is subject to acceptance by the Contracting Officer.

### 3.2.3 Program Manager

The Program Manager shall be responsible for the contractor's overall management and coordination of this contract and shall be the central point of contact with the Government for performance of all work under this contract including warranty. The Program Manager shall oversee task order accomplishment, administer all instructions, and answer all questions from the Contracting Officer pertaining to the task orders during the life of the contract, including the warranty period. The Program Manager shall be responsible for the complete coordination of all work in this contract. The Program Manager will be responsible for ensuring that adequate internal controls and review procedures are followed in order to eliminate conflicts, errors and omissions, and for ensuring that all technical requirements are met. The Program Manager shall be assigned no other duties on this contract. Another individual may be designated to temporarily act for the Program Manager, however, forty-eight (48) hours advance notice in writing of such change shall be requested to the Contracting Officer, and no change shall be made without prior acceptance by the Contracting Officer.

The Program Manager shall have an accredited four-year college degree in engineering, related technical field, or business/management, and ten (10) years experience in managing and supervising construction contracts, of which at least five (5) years must be on Department of Defense construction contracts, and at least three (3) of those years must be on relevant contracts.

### 3.2.4 Project Engineer

A Project Engineer shall be assigned to assist the project manager with coordination and scheduling, and other management duties. The project engineer shall have no other duties but may be assigned to multiple task orders. This individual shall have an accredited four-year degree in engineering, or two (2) years experience in engineering or construction on relevant Department of Defense contracts.

### 3.2.5 Project Superintendent

A Project Superintendent shall be assigned to each task order. This individual shall have a minimum of five (5) years experience as a superintendent on Department of Defense construction contracts, of which at least three (3) years must be on relevant contracts. The project superintendent shall have overall responsibility for all operations on the task order, including coordination of multiple subcontractors, outages, and using agencies. The superintendent may have duties as task order QCR in addition to project supervision only if specifically allowed in the task order. Otherwise, the superintendent shall have no other duties, but may work on more than one task order at a time.

### 3.2.6 Quality Control

#### 3.2.6.1 Contractor Quality Control System Manager (CQCSM)

The CQCSM shall have direct responsibility for the overall management of the contractor's entire Quality Control Program for this contract, as described in Section 01451. A staff of Quality Control Representatives shall support the CQCSM. All members of the CQC staff are subject to review and acceptance by the Contracting Officer.

#### 3.2.6.2 Quality Control Representative (QCR)

A QCR shall be assigned to each task order and shall be physically present at the construction site at all times during construction. These individuals shall have responsibility for task order quality control and shall report directly to the CQCSM on all quality control matters. The QCR may have duties as task order superintendent in addition to quality control only if specifically allowed in the task order. Otherwise, the QCR shall have no other duties.

### 3.2.7 Safety

#### 3.2.7.1 Contract Safety Officer

The Contract Safety Officer shall have direct responsibility for the overall management of the contractor's Safety Program for the entire contract, as required by the US Army Corps of Engineers Safety and Health Requirements Manual, EM385-1-1, and other applicable safety standards. This individual shall have a minimum of five (5) years experience in safety on Department of Defense construction contracts, of which at least three (3) years must be on relevant contracts. A staff of Site Safety Officers shall support the Contract Safety Officer. All members of the safety staff are subject to review and acceptance by the Contracting Officer.

#### 3.2.7.2 Site Safety Representative

A site safety representative shall be assigned to each task order and shall be onsite at all times during construction. These individuals shall have responsibility for site safety on the task order and shall report directly to the Contract Safety Officer on all safety matters. The Site Safety Representative shall have a minimum of three (3) years experience in safety on Department of Defense construction contracts, of which at least one (1) year must be on relevant contracts. The site safety representative may be assigned other duties in the task order.

### 3.2.8 Additional Requirement

All of the above members of the Contractor's onsite management staff shall be familiar with the various codes and standards applicable to the facilities repair and construction tasks covered under this contract.

### 3.2.9 Organizational Changes

**The Contractor shall maintain the onsite program management staff at full strength at all times. When it is necessary to make changes to the staff, the Contractor shall revise the Organization Plan to reflect the changes and submit the changes to the Contracting Officer for acceptance prior to**

**implementation.**

3.3 CONTRACTOR RESPONSIBILITY

3.3.1 General

Upon issuance of a task order, the Contractor shall provide all labor, tools, equipment, transportation, materials, and supervision (except as otherwise noted or provided) to safely and efficiently perform the work described in the task order.

3.3.2 Task Order Execution

The Contractor shall be responsible for all work necessary to complete the task ordered, including site surveys, feasibility studies, calculations, work plans, construction work, equipment startups, and testing, repair, and/or training required for satisfactory completion of each individual task order.

3.3.3 Codes and Standards

All task orders completed in this contract shall be performed in accordance with the latest edition of all applicable federal, state, and local laws and regulations, whichever is most stringent.

3.3.4 Internal Controls

The Contractor shall maintain an internal control system for identification, preparation, reproduction, distribution, and maintenance of all documentation, schedules and information necessary for its internal management of the individual task orders and the total contract.

3.3.5 Presentations and Meetings

The Contractor shall be responsible for attending all meetings required by contract and those required by each task order.

3.3.6 Permits

The Contractor shall be responsible for identifying and obtaining all required permits from all Federal, State, local, or installation agencies prior to the start of work.

**3.3.7 Cooperation/Coordination with Installation Staff**

**The Contractor may be required to work in conjunction with various installation staff personnel. The Contractor's Program Manager shall provide a briefing to the installation staff prior to starting work. The briefing will provide the scope of work of the task order and a schedule for completing the work. While the Contractor is onsite and construction is underway, weekly coordination meetings will be conducted with the installation's points of contact. The purpose of these meetings will be to anticipate and schedule all operations where mutual effort by both groups is required.**

3.4 CONTRACTOR SELECTION

### 3.4.1 General

Work will be issued in the form of Task Orders using DD Form 1155, Order for Supplies or Services. The specific tasks to be performed will be identified in the task order documents. The Contracting Officer or Ordering Officer shall have the right to modify the requirements and performance periods of tasks in the task order. All task order submittals and end products are the property of the US Government. The Contracting Officer will be the final determining authority on the issuance of task orders.

### 3.4.2 Fixed Price Task Orders

#### 3.4.2.1 General

In accordance with the solicitation provisions, all Contractors will be afforded a fair opportunity to be considered for each task order issued under these IDIQ contracts. Unless one of the conditions identified in Special Contract Requirements, S-25, Award of Task Orders Under Multiple Award Contracts, subparagraph d applies, all task orders will be issued under these IDIQ contracts through the use of limited competition.

#### 3.4.2.2 Limited Competition Procedure

To facilitate the consistent and timely award of task orders, the following procedures will be used to the maximum extent practicable:

a) The Government will prepare and issue a request for proposal (RFP) for the proposed task order. RFP's may be written or oral. The RFP will describe the proposed Task Order work (may contain specifications and drawings relating to the Task Order work) and will identify a cut-off date/time before which the proposals must be submitted to the Contracting Officer. Upon receipt of an RFP, Contractors must submit a proposal. Each Contractor shall submit two complete copies of its proposal within a single sealed envelope. The Contractor shall identify on the outside of the envelope that the envelope contains the Contractor's proposal for the particular task order identified in the RFP.

b) All proposals will remain in the sealed envelopes until the date and time specified in the RFP. The Government's Evaluation Committee will open all envelopes on the specified date and time. The Evaluation Committee will evaluate the proposals submitted by all Contractors using the evaluation factors identified in paragraph 3.4.2.3 below.

c) The Government's objective is to issue task orders without negotiations. This determination will be made based on the recommendation of the Evaluation Committee. The Task Order will be issued to the selected Contractor and a letter sent to the non-selected Contractors informing them of the selection.

d) If issuance of a Task Order cannot be made without conducting discussions or negotiations, the Evaluation Committee will schedule discussions/negotiations with the Contractor(s) determined by the Evaluation Committee to be in the competitive range. At the conclusion of these sessions, the Contractor(s) will be instructed to provide revised proposals by a specified date and time. The revised proposals will be submitted and processed/evaluated as described in paragraphs a through c above. Based upon the recommendation of the Evaluation Committee, if the task order can

then be issued without further discussions or negotiations, the task order will be issued to the selected Contractor and a letter sent to the non-selected Contractors informing them of the selection.

e) Regardless of whether the task order is issued initially without any negotiations or issued after negotiations are conducted, if requested, the non-selected Contractors will be given an opportunity for a debriefing, at which time the reasons for non-selection will be reviewed.

#### 3.4.2.3 Evaluation Factors

In determining which contractor will be issued any given task order, the Government Evaluation Committee will consider one or more of the following factors. The importance of each factor will vary depending upon the status of the contracts and the specific services to be performed under the specific task order.

- a) The Contractor's proposed task order price;
- b) The Contractor's proposed performance schedule for the task order;
- c) Impact to ongoing contract work when the new task order is incorporated into the Contractor's schedule;
- d) The Contractor's demonstrated understanding of the proposed task order work;
- e) The Contractor's past performance under the contract for all completed task orders; the Contractor's past performance on similar or related task orders completed under the contract; and the Contractor's current performance on similar or related task orders issued under the contract;
- f) The existence of ongoing or scheduled work by a Contractor in the location where the task order will be performed.

Evaluation factors a through d must be addressed in the Contractor's proposal. The contractor need not address factors e and f in its proposal. Evaluation factor e addresses the Contractor's performance under the contract (this information will be maintained within the Government's contract records). Evaluation factor f involves the location where the task order work will be performed (these conditions will be assessed by the Evaluation Committee).

#### 3.4.2.4 Proposal Submittal Requirements

The following information is provided to assist the Contractors in ensuring that proposals adequately address evaluation factors a through d.

- a) Proposals must reflect the total task order price and any separate prices for any optional or additive line items identified in the RFP. The proposed prices will be compared to each other as well as to the Government's Estimate for the task order.
- b) Proposals must contain a resource-loaded CPM (critical path method) schedule prepared in accordance with Specification Section 01320, "Project Schedule." The contractor's CPM schedule will be used to validate the

contractor's proposed performance duration for the task order. The submitted CPM schedule will be reviewed by the Evaluation Committee to evaluate the reasonableness of the Contractor's proposed task order duration and will serve as an additional indicator of the Contractor's understanding of the proposed task order work. The schedule shall include an assumed date of issue for the Task Order (normally seven (7) calendar days after the proposal submission cut-off date), include all significant features of the work, and result in a complete task order performance duration that can be used regardless of the exact date the task order is issued.

c) In addition to the CPM schedule for the specific task order, the Contractor shall also provide a separate resource-loaded CPM schedule that reflects all ongoing contract task order work that reflects how the Contractor proposes to incorporate the new task order with the ongoing task orders. The Government prefers that new task order work be accomplished with the ongoing contract work without delaying the completion of any of the ongoing, previously established task orders. However, if any ongoing task orders must be delayed as a result of incorporating the new task order into the schedule, the Contractor shall specifically identify the task orders that will be affected, the resulting delays, and the costs associated with those delays so that the affected task order schedules and the contract schedule can be modified appropriately should the Contractor be issued the work.

d) The schedules submitted by the Contractor will be used by the Evaluation Committee to evaluate the reasonableness of the Contractor's proposed task order schedule and duration, the impact of incorporating the new task order work into the ongoing contract schedule, and to indicate the Contractor's understanding of the proposed task order. The Contractor shall also provide sufficient cost detail within its price proposal to allow the Evaluation Committee to render a judgment concerning the Contractor's understanding of the proposed task order work.

#### 3.4.2.4.1 Profit Determination

The required method for calculating profit on all task orders and modifications on this contract will be the EFARS 15.9 "Alternate Structured Approach to Weighted Guidelines Method." A sample worksheet is included at the end of this section as Attachment 1. Include a copy of the completed worksheet with all task order and modification proposals.

#### 3.4.2.5 Notification of Non-Selection

Based upon the recommendation of the Evaluation Committee and subject to the availability of funding, a Task Order will be issued to one Contractor as the result of any given RFP. Within seventy-two (72) hours of issuing the task order, the Contracting Officer will send written notification to the non-selected Contractors of the selection. The non-selected Contractors will be afforded an opportunity for a debriefing if a written request is submitted to the Contracting Officer within seventy-two (72) hours after receiving the notice of non-selection. If the non-selected Contractors do not submit a written debriefing request within this timeframe, no debriefing will be conducted.

#### 3.4.2.6 Non-Selection Debriefing

If the non-selected Contractors request a debriefing within seventy-two (72) hours after receiving the notice of non-selection, a debriefing will be scheduled. During the subsequent debriefing, the Evaluation Committee's reasons for non-selection for that specific task order will be reviewed with the non-selected Contractor(s). The purpose of the debriefing is not to change the Government's selection for that task order, but instead is intended to allow the contractor to identify and improve any identifiable weak areas in its proposal for subsequent task orders. Non-selection for award of any given task order shall not be subject to the Contract Disputes Act of 1978

#### 3.4.2.7 Task Order Issue

The selected contractor will be issued a fixed-price, lump sum task order. The task order documents will identify the performance requirements, including any milestones and the required final completion date.

#### 3.4.2.8 Notice to Proceed

The task order performance period starts on the date the order is signed by the Contracting Officer/Ordering Officer or receipt of NTP (if sufficient bonding is not available). Work on a task order shall commence immediately upon receipt of the signed task order or NTP.

#### 3.4.3 Quality of Work Plans

When tasked to produce a work plan, contractors shall be responsible for ensuring the level of detail and quality provided in their work plans are sufficient to allow construction of the project by another contractor. Receipt of a task order to prepare a work plan will not automatically guarantee a contractor the task order to execute the construction. Furthermore, upon completion of construction from a contractor-prepared work plan, the government will evaluate the quality of the work plan. This evaluation will be factored into the task order performance evaluation of the work plan preparer and may affect the preparer's ability to obtain future task orders.

#### 3.5 SUBMITTED SURVEYS, STUDIES, PROPOSALS, AND WORK PLANS

All submittals made in conjunction with this contract shall become the property of the Government.

#### 3.6 ENVIRONMENTAL PROTECTION

All work shall be performed in accordance with Section 01430, Environmental Protection.

##### 3.6.1 Smoking Policy

There will be no smoking within any Government facilities. However, if approved by the facility manager, a smoking area may be designated a minimum of 50 feet away from the facility and all material storage areas.

#### 3.7 ASBESTOS AND/OR LEAD-BASED PAINT ABATEMENT (REMOVAL OR ENCAPSULATION)

When work is in areas suspected of containing asbestos, OSHA Standard 29 CFR 1910.1001 shall apply. OSHA Standard 29 CFR 1926.1101 requires that

asbestos be presumed to be present in all facilities constructed before 1980. Under this standard, where insulating or surfacing materials cannot be identified not to be or not to contain asbestos, they will be assumed to be or contain asbestos and appropriate safety procedures shall be taken. The contractor shall, when tasked to do so in the task order, undertake the sampling and testing required to make this determination as well as carry out the resultant abatement . The provisions of OSHA Standard 29 CFR 1926.22 shall apply to the handling of lead-based paint. The Contractor shall identify and abate lead-based paint when required to do so by the task order.

### 3.8 SITE SECURITY

The contractor is responsible for ensuring security at the worksite. The contractor shall maintain the site and all other contractor-controlled areas in such a manner as to minimize the risk of theft, vandalism, injury, or accident. The contractor shall comply with all Base security regulations.

### 3.9 PUBLIC AFFAIRS

The contractor shall not disclose any data generated or reviewed under this contract to any parties outside the contract. All requests for information concerning site conditions shall be referred to the Contracting Officer or Ordering Officer for comment.

END OF SECTION 01000

EFARS 15.9 "Alternate Structured Approach to Weighted Guidelines Method"

PROJECT TITLE:

CONTRACT No.:

TASK ORDER No.:

PROFIT FOR:

ESTIMATED BY:

| FACTOR (a)                     | RATE (b) | WEIGHT (c)   | VALUE (b x c) |
|--------------------------------|----------|--------------|---------------|
| 1. Degree of Risk              | 20       |              |               |
| Very low                       |          | 0.030        |               |
| Mod low                        |          | 0.050        |               |
| Average                        |          | 0.075        |               |
| Mod high                       |          | 0.110        |               |
| High                           |          | 0.120        |               |
| 2. Relative Difficulty of Work | 15       |              |               |
| Very simple                    |          | 0.030        |               |
| Simple                         |          | 0.040        |               |
| Average                        |          | 0.075        |               |
| Complex                        |          | 0.110        |               |
| Very complex                   |          | 0.120        |               |
| 3. Size of Job                 | 15       |              |               |
| < \$100,000                    |          | 0.120        |               |
| 0.1 - 1.0 million              |          | 0.110        |               |
| 1.0 - 2.0 million              |          | 0.100        |               |
| 2.0 - 2.5 million              |          | 0.090        |               |
| 2.5 - 3.5 million              |          | 0.080        |               |
| 3.5 - 4.0 million              |          | 0.070        |               |
| 4.0 - 4.5 million              |          | 0.060        |               |
| 4.5 - 5.0 million              |          | 0.050        |               |
| 5.0 - 10.0                     |          | 0.040        |               |
| > 10 million                   |          | 0.030        |               |
| 4. Periods of Performance      | 15       |              |               |
| Short (< 30 days)              |          | 0.030        |               |
| Mod short                      |          | 0.050        |               |
| Average                        |          | 0.080        |               |
| Mod long                       |          | 0.100        |               |
| Long (> 2 years)               |          | 0.120        |               |
| 5. Contractor's Investment     | 5        |              |               |
| None                           |          | 0.030        |               |
| Little                         |          | 0.050        |               |
| Average                        |          | 0.070        |               |
| Mod high                       |          | 0.090        |               |
| High                           |          | 0.120        |               |
| 6. Assistance by Government    | 5        |              |               |
| None                           |          | 0.120        |               |
| Small                          |          | 0.090        |               |
| Moderate                       |          | 0.070        |               |
| Mod large                      |          | 0.050        |               |
| Large                          |          | 0.030        |               |
| 7. Subcontracting              | 25       |              |               |
| 0%                             |          | 0.120        |               |
| 0% - 20%                       |          | 0.100        |               |
| 20% - 40%                      |          | 0.080        |               |
| 40% - 60%                      |          | 0.050        |               |
| 60% - 80%                      |          | 0.030        |               |
|                                |          | TOTAL PROFIT |               |

SECTION 01451

CONTRACTOR QUALITY CONTROL

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

- |             |                                                                                                                                                   |
|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------|
| ASTM D 3740 | (1996) Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction |
| ASTM E 329  | (1995b) Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction                                                       |

INTERNATIONAL ORGANIZATION FOR STANDARDIZATION

- |               |                                                                                        |
|---------------|----------------------------------------------------------------------------------------|
| ISO/IEC 17025 | (1999) General Requirements for the Competence of Testing and Calibration Laboratories |
|---------------|----------------------------------------------------------------------------------------|

U.S. ARMY CORPS OF ENGINEERS

- |                |                                                                                                                              |
|----------------|------------------------------------------------------------------------------------------------------------------------------|
| EM 200-1-1     | (1994) Environmental Quality - Validation of Analytical Chemical Laboratories                                                |
| EM 200-1-6     | (1997) Environmental Quality - Chemical Quality Assurance for Hazardous, Toxic and Radioactive Waste (HTRW) Projects         |
| EM 1110-2-1906 | (1986) Laboratory Soils Testing                                                                                              |
| ER 1110-1-261  | (1999) Engineering and Design - Quality Assurance of Laboratory Testing Procedures                                           |
| ER 1110-1-263  | (1998) Engineering and Design - Chemical Data Quality Management for Hazardous, Toxic, Radioactive Waste Remedial Activities |

1.2 DEFINITIONS

The Contractor's Quality Control Program shall apply to the entire contract, including individual task orders. The Contractor is responsible for quality control and shall establish and maintain an effective quality control program in compliance with the Contract Clause titled "Inspection of Construction." The quality control program shall consist of plans, procedures, and organization necessary to produce an end product that

complies with the contract requirements. The program shall cover all construction operations, both onsite and offsite, and shall be keyed to the proposed construction sequence.

The Contractor shall develop and implement a Quality Control Plan that documents the methods and procedures to be used to ensure quality construction throughout the contract.

Quality control on each task order shall be governed by a Task Order-Specific Quality Control Plan.

### 1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. The following shall be submitted in accordance with section 01330 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Quality Control Plan; G.

Task Order-Specific Quality Control Plan; G.

### 1.2 PAYMENT

Separate payment will not be made for providing and maintaining an effective Quality Control program, and all costs associated therewith shall be included in the applicable unit prices or lump-sum prices contained in the Bidding Schedule.

## PART 2 PRODUCTS (NOT APPLICABLE)

## PART 3 EXECUTION

### 3.1 GENERAL

The project superintendent will be held responsible for the quality of work on the job and is subject to removal by the Contracting Officer for non-compliance with quality requirements specified in the contract and task order. The project superintendent in this context shall mean the individual with the responsibility for the overall management of the task order including quality and production.

### 3.2 QUALITY CONTROL PLAN

#### 3.2.1 Contract Quality Control

The Contractor shall furnish for review by the Government, not later than 30 days after contract award, the Contractor Quality Control (CQC) Plan proposed to implement the requirements of the Contract Clause titled "Inspection of Construction." The plan shall identify personnel, procedures, control, instructions, test, records, and forms to be used. The Government will consider an interim plan for the first 90 days of operation. Construction will be permitted to begin only after acceptance of the CQC Plan or acceptance of an interim task order-specific plan applicable to the particular feature of work to be started. Work outside of the features of work included in an accepted interim plan will not be permitted to begin

until acceptance of a CQC Plan or another interim plan containing the additional features of work to be started.

### 3.2.2 Task Order-Specific Quality Control

The task order-specific quality control (QC) plan shall be submitted to the Contracting Officer for acceptance not later than 14 days, or an agreed to shorter period, after receipt of the task order notice to proceed. The task order-specific quality control plan shall be developed such that it applies to the specific conditions of the individual task order. Work on task orders shall not commence prior to receiving the Contracting Officer's written acceptance of both the contract Quality Control Plan and the task order-specific quality control plan.

### 3.2.3 Content of the CQC Plan

The CQC Plan shall include, as a minimum, the following to cover all construction operations, both onsite and offsite, including work by subcontractors, fabricators, suppliers, and purchasing agents:

**a. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three phase control system for all aspects of the work specified. The staff shall include a CQC System Manager who may report to the Program Manager and QCR's who shall report to the CQC System Manager.**

b. A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities, and responsibilities. Copies of these letters shall also be furnished to the Government.

c. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents. These procedures shall be in accordance with Section 01330 SUBMITTAL PROCEDURES.

d. For all proposed QC materials testing laboratories the contractor must submit the current Certificate of Accreditation and Scope of Accreditation (Test Procedures/Methods Approved) from one of the nationally recognized accreditation authority listed in paragraph 3.7.2.1.a(1). The submitted accreditations shall include the test methods required by the Contract, and must be less than 2 years old. The contractor shall also submit proof that an audit of the laboratory was performed by an HED (or Materials Testing Center, Vicksburg, MS, MTC) Audit Team within the past 3 years, or have the laboratory audited by HED or MTC if not yet done, or if expired.

e. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.

f. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures shall establish verification that identified deficiencies have been corrected.

g. Reporting procedures, including proposed reporting formats.

#### 3.2.4 Content of the Task Order-Specific Quality Control Plan

The Task Order-Specific Quality Control Plan shall include, as a minimum, the following to cover all task order construction operations, both onsite and offsite, including work by subcontractors, fabricators, suppliers, and purchasing agents:

a. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a QOC function. Technicians responsible for sampling and testing of concrete shall be certified by the American Concrete Institute (ACI) or the Concrete Technicians Association of Hawaii (CTAH). Proof of certification shall be included in the task specific-quality control Plan. Personnel qualifications may be furnished incrementally as the work progresses, but in no case, less than fourteen (14) calendar days before personnel are required on the job.

b. A copy of the letter to the Quality Control Representative (QCR) signed by the QOCSM which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the QCR, including authority to stop work which is not in compliance with the contract. A copy of this letter shall also be furnished to the Government.

c. Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person responsible for each test.

d. A list of the definable features of work. A definable feature of work is a task that is separate and distinct from other tasks, has separate control requirements, and may be identified by different trades or disciplines, or it may be work by the same trade in a different environment. Although each section of the specifications may generally be considered as a definable feature of work, there are frequently more than one definable features under a particular section. This list will be agreed upon during the coordination meeting.

#### 3.2.3 Acceptance of Plan

Acceptance of the Contractor's plans is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the Contractor to make changes in his QOC Plan, task

order-specific QC plan, and operations including removal of personnel, as necessary, to obtain the quality specified.

#### 3.2.4 Notification of Changes

After acceptance of the CQC and task order-specific QC Plans, the Contractor shall notify the Contracting Officer in writing of any proposed change. Proposed changes are subject to acceptance by the Contracting Officer.

### 3.3 COORDINATION MEETINGS

After the Preconstruction Conference, before start of construction, and prior to acceptance by the Government of the CQC Plan, the Contractor shall meet with the Contracting Officer or Authorized Representative and discuss the Contractor's quality control program. The CQC Plan shall be submitted for review a minimum of 7 calendar days prior to the Coordination Meeting. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both onsite and offsite work, and the interrelationship of Contractor's Management and control with the Government's Quality Assurance. Minutes of the meeting will be prepared by the Government and signed by both the Contractor and the Contracting Officer's Representative. The minutes shall become a part of the contract file. There may be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures that may require corrective action by the Contractor.

During the pre-work conference for each task order, the contractor and the Government will discuss the details and implementation of the task order-specific QC plan. The contractor's task order-specific QC plan shall be submitted at this meeting.

### 3.4 QUALITY CONTROL ORGANIZATION

#### 3.4.1 General

The requirements for the CQC organization are a CQC System Manager (CQCSM), Quality Control Representatives (QCR), and sufficient number of additional qualified personnel to ensure contract compliance. The Contractor shall provide a QCR on each task order who shall be at the site at all times during progress of the work and with complete authority to take any action necessary to ensure compliance with the contract. All CQC staff members shall be subject to acceptance by the Contracting Officer.

#### 3.4.2 CQC System Manager

The Contractor shall identify as CQC System Manager an individual within the onsite work organization who shall be responsible for overall management of CQC on the contract and have the authority to act in all CQC matters for the Contractor. The CQC System Manager shall be a construction person with a minimum of five (5) years experience in quality control on Department of Defense construction contracts, of which at least three (3) years must be on relevant contracts. The CQC System Manager shall be employed by the prime Contractor. The CQC System Manager shall be assigned no other duties. An alternate for the CQC System Manager shall be identified in the plan to

serve in the event of the System Manager's absence. The requirements for the alternate shall be the same as the designated CQC System Manager.

### 3.4.3 Quality Control Representative

The Contractor shall identify as Quality Control Representative (QCR) an individual within the onsite work organization who shall be responsible for management of CQC on the task order and have the authority to act in all CQC matters on the task order for the Contractor. The QCR shall be a construction person with a minimum of three (3) years experience in quality control on Department of Defense construction contracts, of which at least one (1) year must be on contracts similar in size and scope to the task order. The QCR shall be on the site at all times during construction and shall be employed by the prime Contractor. The QCR may have duties as task order superintendent in addition to quality control only if specifically allowed in the task order. Otherwise, the QCR shall have no other duties. An alternate for the QCR shall be identified in the plan to serve in the event of the QCR's absence. The requirement for the alternate shall be the same as for the designated QCR.

### 3.4.3 CQC Personnel

In addition to CQC personnel specified elsewhere in the contract, the Contractor shall provide as part of the CQC organization specialized personnel to assist the CQC System Manager and QCR. Unless otherwise stated in the task order, these individuals, when required, may be employees of the prime or subcontractor; shall be responsible to the CQC System Manager and QCR; be physically present at the construction site during work on their areas of responsibility; have the necessary education and/or experience in accordance with the experience matrix listed herein.

#### Experience Matrix

|    | <u>Area</u>   | <u>Qualifications</u>                                                                                                                           |
|----|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------|
| a. | Civil         | Graduate Civil Engineer with 2 years experience in the type of work being performed on this project or technician with 5 yrs related experience |
| b. | Mechanical    | Graduate Mechanical Engineer with 2 yrs experience or person with 5 yrs related experience                                                      |
| c. | Electrical    | Graduate Electrical Engineer with 2 yrs related experience or person with 5 yrs related experience                                              |
| d. | Structural    | Graduate Structural Engineer with 2 yrs experience or person with 5 yrs related experience                                                      |
| e. | Architectural | Graduate Architect with 2 yrs experience or person with 5 yrs related experience                                                                |

- f. Environmental Graduate Environmental Engineer with 3 yrs experience
- g. Submittals Submittal Clerk with 1 yrs experience
- h. Occupied family housing Person, customer relations type, coordinator experience
- i. Concrete, Pavements and Soils Materials Technician with 2 yrs experience for the appropriate area

If it is subsequently determined by the Contracting Officer that the minimum contract CQC requirements are not being met, the Contractor may be required to provide additional staff personnel to the CQC organization at no cost to the Government.

#### 3.4.4 Additional Requirement

The CQC System Manager, all Quality Control Representatives, and any alternates shall have completed the course entitled "Construction Quality Management For Contractors" within the past 5 years. This course is periodically offered at the General Contractors Association of Hawaii.

#### 3.4.5 Organizational Changes

The Contractor shall maintain the CQC staff at full strength at all times. When it is necessary to make changes to the CQC staff, the Contractor shall revise the CQC Plan to reflect the changes and submit the changes to the Contracting Officer for acceptance.

#### 3.5 SUBMITTALS

Submittals shall be made as specified in Section 01330 SUBMITTAL PROCEDURES. The CQC organization shall be responsible for certifying that all submittals are in compliance with the contract requirements.

#### 3.6 CONTROL

Contractor Quality Control is the means by which the Contractor ensures that the construction, to include that of subcontractors and suppliers, complies with the requirements of the contract. The CQC System Manager or QCR shall conduct at least three phases of control for each definable feature of work as follows:

##### 3.6.1 Preparatory Phase

This phase shall be performed prior to beginning work on each definable feature of work, after all required plans/documents/materials are approved/accepted, and after copies are at the work site. This phase shall include:

- a. A review of each paragraph of applicable specifications.
- b. A review of the contract drawings.

- c. A check to assure that all materials and/or equipment have been tested, submitted, and approved.
- d. Review of provisions that have been made to provide required control inspection and testing.
- e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.
- f. A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawings or submitted data, and are properly stored.
- g. A review of the appropriate activity hazard analysis to assure safety requirements are met.
- h. Discussion of procedures for controlling quality of the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that feature of work.
- i. A check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.
- j. Discussion of the initial control phase.
- k. The Government shall be notified at least 2 workdays in advance of beginning the preparatory control phase for construction on Oahu. For construction in areas other than Oahu, a minimum of 7 calendar days advance notice is required. This phase shall include a meeting conducted by the QCR and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by separate minutes prepared by the QCR and attached to the daily CQC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

### 3.6.2 Initial Phase

This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

- a. A check of work to ensure that it is in full compliance with contract requirements. Review minutes of the preparatory meeting.
- b. Verify adequacy of controls to ensure full contract compliance. Verify required control inspection and testing.
- c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with required sample panels as appropriate.
- d. Resolve all differences.

e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.

f. The Government shall be notified at least 1 workday in advance of beginning the initial phase for construction on Oahu. For construction in areas other than Oahu, a minimum of 7 calendar days advance notice is required. Separate minutes of this phase shall be prepared by the QCR and attached to the daily CQC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.

g. The initial phase should be repeated for each new crew to work onsite, or any time acceptable specified quality standards are not being met.

### 3.6.3 Follow-up Phase

Daily checks shall be performed to assure control activities, including control testing, are providing continued compliance with contract requirements, until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work that may be affected by the deficient work. The Contractor shall not build upon nor conceal non-conforming work.

### 3.6.4 Additional Preparatory and Initial Phases

Additional preparatory and initial phases shall be conducted on the same definable features of work if the quality of on-going work is unacceptable, if there are changes in the applicable CQC staff, onsite production supervision or work crew, if work on a definable feature is resumed after a substantial period of inactivity, or if other problems develop.

## 3.7 TESTS

### 3.7.1 Testing Procedure

The Contractor shall perform specified or required tests to verify that control measures are adequate to provide a product that conforms to contract requirements. Upon request, the Contractor shall furnish to the Government duplicate samples of test specimens for possible testing by the Government. Testing includes operation and/or acceptance tests when specified. The Contractor shall obtain the services of an industry-recognized testing laboratory accepted by the Honolulu Engineer District (HED), or may establish a testing laboratory at the project site acceptable to the Contracting Officer. No accepted Contractor's Quality Control (CQC) laboratory may act as both CQC materials testing laboratory and the Government's Quality Assurance (QA) laboratory on the same project. Additionally, tests contractually required to be performed by an industry-recognized testing laboratory shall not be accomplished by the Contractor-established on-site laboratory.

The Contractor's testing procedures shall include the following activities and shall record and provide the following data:

- a. Verify that testing procedures comply with contract requirements.
- b. Verify that facilities and testing equipment are available and comply with testing standards.
- c. Check test instrument calibration data against certified standards.
- d. Verify that recording forms and test identification control number system, including all of the test documentation requirements, have been prepared.
- e. Results of all tests taken, both passing and failing tests, shall be recorded on the CQC report for the date taken. Specification paragraph reference, location where tests were taken, and the sequential control number identifying the test shall be given. If approved by the Contracting Officer, actual test reports may be submitted later with a reference to the test number and date taken. An information copy of tests performed by an offsite or commercial test facility shall be provided directly to the Contracting Officer. Failure to submit timely test reports as stated may result in nonpayment for related work performed and disapproval of the test facility for this contract.

### 3.7.2 Testing Laboratories

#### 3.7.2.1 Validation Requirements

Validation of QC laboratories is required to ensure that the QC laboratory is qualified to perform the tests required for this contract. Validation of a laboratory will consist of both inspection and validation audit

a. Inspection: An On-site examination of a laboratory will be performed by a Corps of Engineers audit team. The standards of acceptability are as follows:

- (1) Materials Testing Laboratory: (Aggregate, Concrete, Bituminous Materials, Soil and Rock) Laboratories providing testing of these materials will be validated for compliance with ASTM E 329, ASTM D 3740, Engineer Manual EM 1110-2-1906, or project specifications, as applicable.

The QC testing laboratory performing the actual testing on the project must be accredited by one of the following laboratory accreditation authorities:

ICBO Evaluation Service, Inc. (ICBO ES)  
Cement and Concrete Reference Laboratory (CCRL)  
American Assoc. of State Highway & Transportation Officials  
(AASHTO)  
National Voluntary Laboratory Accreditation Program (NVLAP)  
American Association for Laboratory Accreditation (A2LA)  
Materials Testing Center (MTC)-USACE Waterways Experiment Station  
(WES)

(2) Materials Testing Laboratory: (Steel and Other Construction Materials) Laboratories providing testing of these materials will be validated to ensure capability to perform tests required for project specifications and for compliance with ASTM E 329.

(3) Water Quality Laboratory: Laboratories engaged in routine (non-hazardous) analysis of water, wastewater, sludge, sediment, and other samples for chemical analysis will be inspected to ensure capability to perform analyses and have quality control procedures, as described in ER 1110-1-261 as appropriate. State and municipal certified laboratories performing these tests will be accepted. The use of analytical methods for procedures not addressed in ER 1110-1-261 will be evaluated by USACE Chemistry Quality Assurance Branch (CQAB), Omaha, Nebraska for conformance with project or program requirements.

(4) HTRW/Environmental Laboratory: Chemical quality assurance is required to ensure analytical data generated for this project meet high quality data satisfying the project specific data quality objectives, in accordance with ER 1110-1-263 and EM 200-1-6. Analytical laboratories within the 50 United State of America and its territories are required to obtain a USACE (Corps of Engineers) laboratory validation prior to start of field work or sample analyses and maintain the validation status throughout the response activities as outlined in EM 200-1-1, and at least every two years thereafter. Outside these areas, the analytical laboratory shall be certified to meet or exceed ISO/IEC 17025 requirements and be acceptable to the Contracting Officer, and in accordance to the current HED written policies and procedures establishing the validation method and certification period.

b. Validation Audit and Process: Validation is the process that HED uses to verify that the laboratory is qualified to perform required test procedures in this contract. A laboratory may be validated by auditing if it has been accredited by one of the accrediting agencies listed above within the past two years in accordance with ASTM E 329. The audit will be performed by either HED or MTC as follows:

(1) Auditing by HED: Provided a Hawaii laboratory has a current certification from one of the agencies listed in paragraph 3.7.2.1.a(1), a validation is obtained by an on-site laboratory validation inspection by the HED Audit Team for materials laboratories testing aggregate, cement, concrete, bituminous materials, soil and rock. There is no cost for this HED audit validation but allow a minimum 14 days advance notice for scheduling purposes.

Point of contact for obtaining a HED validation audit is:

- (I) Harley D. Rowe, (808) 438-1344, or
- (II) Raymond W. Kong, (808) 438-6953

at the following address:

U.S. Army Corps of Engineers  
Bldg. 230, ATTN: CEPOH-EC-CQ  
Ft. Shafter, Hawaii 96858-5440

For materials laboratories testing other than those listed in 3.7.2.1.a(1), the Contractor's laboratory must meet the requirements specified, subject to review and acceptance by the Government.

(2) Auditing or Inspection by MTC: If a validated laboratory is unavailable or the Contractor desires to use a laboratory that has not been previously validated that doesn't qualify under the requirements of paragraph 3.7.2.1.b, Contractor shall coordinate with the Corps of Engineers Material Testing Center (MTC) to obtain validation and must pay all associated costs. Inspection by MTC may be required after auditing if one or more of the critical testing procedures required by the project specification were not included in the agency inspection report or if there is any concern that the laboratory may not be able to provide required services. The Contractor is cautioned that the validation process is complicated and lengthy, requires an onsite inspection by MTC staff, correction of identified deficiencies, and the submittal and approval of significant documentation. Estimate a minimum of 60 days to schedule an inspection and receive validation. Cost of onsite inspections is \$2500 plus travel time and expenses from Vicksburg MS. Cost of audit is \$1500. If an onsite inspection is required following an audit, the cost of the inspection will be \$1500 plus travel time and expenses. The Contractor will be invoiced for actual travel costs and shall submit payment directly to the MTC made payable to the ERDC Finance and Accounting Officer prior to the scheduling of the inspection and/or audit. Costs are subject to change. For current costs, and obtaining inspection/audit request forms, access the MTC web site:  
<http://www.wes.army.mil/SL/MTC/mtc.htm>

Point of contact at MTC is:

Daniel Leavell, telephone (601) 634-2496,  
fax (601) 634-4656,  
email: [daniel.a.leavell@erdc.usace.army.mil](mailto:daniel.a.leavell@erdc.usace.army.mil)

Address:

U.S. Army Corps of Engineers  
Materials Testing Center  
Waterways Experiment Station  
3909 Hall Ferry Road  
Vicksburg, MS 39180-6199

The Contractor shall furnish the Contracting Officer with a copy of all correspondence and submittals to the MTC for purposes of laboratory validation.

c. Validation Requirements

(1) An initial validation by HED must be performed prior to performance of testing and at least every three (3) years thereafter of all laboratories used by the contractor for testing aggregate, concrete, bituminous materials, soils, rock, and other construction materials,

(2) Laboratories performing water quality, wastewater, sludge, and sediment testing must be validated at least every eighteen (18) months.

(3) Any laboratory may be revalidated at any time at the discretion of the Corps of Engineers when conditions are judged to differ substantially from the conditions when last validated.

#### 3.7.2.2 Capability Check

The Government reserves the right to check laboratory equipment in the proposed laboratory for compliance with the standards set forth in the contract specifications and to check the laboratory technician's testing procedures and techniques. Laboratories utilized for testing soils, concrete, asphalt, and steel shall meet criteria detailed in ASTM D 3740 and ASTM E 329.

#### 3.7.2.3 Capability Recheck

If the selected laboratory fails the capability check, the Contractor shall reimburse the Government for each succeeding recheck of the laboratory or the checking of a subsequently selected laboratory. Such costs will be deducted from the contract amount due the Contractor.

#### 3.7.3 Onsite Laboratory

The Government reserves the right to utilize the Contractor's control testing laboratory and equipment to make quality assurance tests and to check the Contractor's testing procedures, techniques, and test results at no additional cost to the Government.

#### 3.7.4 Furnishing or Transportation of Samples for Testing

Costs incidental to the transportation of samples or materials shall be borne by the Contractor. Samples of materials for test verification and acceptance testing by the Government shall be delivered to a testing laboratory on the Island of Oahu, State of Hawaii, designated by the Contracting Officer. Coordination for each specific test, exact delivery location, and dates will be made through the Government field office.

### 3.8 COMPLETION INSPECTION

#### 3.8.1 Punch-Out Inspection

Near the completion of all work or any increment thereof established by a completion time stated in the Special Clause entitled "Commencement, Prosecution, and Completion of Work," or stated elsewhere in the specifications, the CQC System Manager shall conduct an inspection of the work and develop a punch list of items which do not conform to the approved drawings and specifications. Such a list of deficiencies shall be included in the CQC documentation, as required by paragraph DOCUMENTATION below, and shall include the estimated date by which the deficiencies will be corrected. The CQC System Manager, QCR, or staff shall make a second inspection to ascertain that all deficiencies have been corrected. Once this is accomplished, the Contractor shall notify the Government that the facility is ready for the Government Pre-Final inspection.

#### 3.8.2 Pre-Final Inspection

The Government will perform this inspection to verify that the facility is complete and ready to be occupied. The QCR shall develop a punch list of items that do not conform to the contract documents. The Government will review the punch list and add to or correct the items listed. The QCR shall incorporate Government comments and provide a Pre-Final Punch List. The Contractor's CQC System Manager or QCR shall ensure that all items on this list have been corrected before notifying the Government to schedule a Final inspection with the customer. Any items noted on the Pre-Final inspection shall be corrected in a timely manner. These inspections and any deficiency corrections required by this paragraph shall be accomplished within the time slated for completion of the entire work or any particular increment thereof if the project is divided into increments by separate completion dates.

### 3.8.3 Final Acceptance Inspection

The Contractor's Quality Control Inspection personnel, plus the superintendent or other primary management person, and the Contracting Officer's Representative shall be in attendance at this inspection. Additional Government personnel including, but not limited to, those from Base/Post Civil Facility Engineer user groups, and major commands may also be in attendance. The Contractor shall notify the Contracting Officer at least 14 days prior to the proposed final acceptance inspection and shall include the Contractor's assurance that all specific items previously identified to the Contractor as being unacceptable, along with all remaining work to be performed under the contract, will be complete and acceptable by the date scheduled for the final acceptance inspection. The final acceptance inspection will be formally scheduled by the Contracting Officer based upon results of the Pre-Final inspection. Failure of the Contractor to have all contract work acceptably complete for this inspection will be cause for the Contracting Officer to bill the Contractor for the Government's additional inspection cost in accordance with the contract clause titled "Inspection of Construction".

### 3.9 DOCUMENTATION

The Contractor shall maintain current records providing factual evidence that required quality control activities and/or tests have been performed on each task order. These records shall include the work of subcontractors and suppliers and shall be prepared using government-provided software, QCS (see Section 01312), that includes, as a minimum, the following information:

- a. Contractor/subcontractor and their area of responsibility.
- b. Operating plant/equipment with hours worked, idle, or down for repair.
- c. Work performed each day, giving location, description, and by whom. When Network Analysis (NAS) is used, identify each phase of work performed each day by NAS activity number.
- d. Test and/or control activities performed with results and references to specifications/drawings requirements. The control phase should be identified (Preparatory, Initial, Follow-up). List deficiencies noted along with corrective action.

- e. Quantity of materials received at the site with statement as to acceptability, storage, and reference to specifications/drawings requirements.
- f. Submittals reviewed, with contract reference, by whom, and action taken.
- g. Off-site surveillance activities, including actions taken.
- h. Job safety evaluations stating what was checked, results, and instructions or corrective actions.
- i. Instructions given/received and conflicts in plans and/or specifications.
- j. Contractor's verification statement.

These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in the work and workmanship comply with the contract. Unless otherwise directed by the Contracting Officer the original and one copy of these records in report form shall be furnished to the Government daily within 24 hours after the date covered by the report, except that reports need not be submitted for days on which no work is performed. As a minimum, one report shall be prepared and submitted for every 7 days of no work and on the last day of a no work period. All calendar days shall be accounted for throughout the life of the contract. The first report following a day of no work shall be for that day only. Reports shall be signed and dated by the CQC System Manager or QCR. The report from the CQC System Manager or QCR shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.

### 3.10 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

-- End Of Section --