

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. W911KB18R0026	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 27-Sep-2018	PAGE OF PAGES 1 OF 38
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
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7. ISSUED BY U.S. ARMY ENGINEER DISTRICT, AK CEPOA-CT (W911KB) PO BOX 6898 JBER AK 99506-0898	CODE W911KB	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE
TEL:	FAX:	See Item 7
TEL:	FAX:	TEL:
	FAX:	FAX:

9. FOR INFORMATION CALL:	A. NAME PHIL K CHARLES	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 907-753-2527
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SOLICITATION

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

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

TITLE: INDEFINITE-DELIVERY, INDEFINITE-QUANTITY (IDIQ) MULTIPLE AWARD TASK ORDER CONTRACT (MATOC) FOR CONSTRUCTION OF SCHOOLS, CLINICS, HOSPITALS AND SINGLE/MULTIPLE STORY BUILDINGS, MONGOLIA

DESCRIPTION: Design, Construction, Renovation and/or Repair of facilities and infrastructure. Projects may be horizontal construction, vertical construction, sustainment, renovation and modernization of real property, or a combination, and will be Design-Build construction of Single and Multiple Story Buildings, but not limited to Schools, Clinics, Hospitals, emergency operations centers in Mongolia.

Seed Project: Information related to this project will be issued via Amendment only to contractors selected for Phase 2.

Submit your phase 1 proposal packages via email to Phil Charles at ctha.asia@usace.army.mil on or before 29 October 2018 at 12 noon AKST.

11. The Contractor shall begin performance within 10 calendar days and complete it within 365 calendar days after receiving award, notice to proceed. This performance period is mandatory, negotiable. (See Per Task Order _____.)

12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i>	12B. CALENDAR DAYS
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 12:00 PM (hour) local time 29 Oct 2018 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee is, is not required.

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

D. Offers providing less than 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

SOLICITATION, OFFER, AND AWARD (Continued)*(Construction, Alteration, or Repair)***OFFER (Must be fully completed by offeror)**14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*15. TELEPHONE NO. *(Include area code)*16. REMITTANCE ADDRESS *(Include only if different than Item 14)***See Item 14**

CODE

FACILITY CODE

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

AMOUNTS

SEE SCHEDULE OF PRICES

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

19. ACKNOWLEDGMENT OF AMENDMENTS*(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)*

AMENDMENT NO.

DATE

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

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)***ITEM**

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

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

26. ADMINISTERED BY

CODE

27. PAYMENT WILL BE MADE BY:

CODE

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

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

29. AWARD *(Contractor is not required to sign this document.)*

Your offer on this solicitation, is hereby accepted as to the items listed. This award commutes the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*31A. NAME OF CONTRACTING OFFICER *(Type or print)*

30B. SIGNATURE

30C. DATE

TEL:

EMAIL:

31B. UNITED STATES OF AMERICA BY

31C. AWARD DATE

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SF1442

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SECTION	00 22 20	PHASE 2 DESIGN BUILD SELECTION CRITERIA
SECTION	00 72 00	CONTRACT CLAUSES

RETURN THE FOLLOWING WITH YOUR PROPOSAL:

SECTION 00 11 01 -Signed Solicitation/Contract Form (SF 1442)

Volume I:

TAB A: See Section 00 11 01

TAB A: Experience

TAB B: Organization & Management

TAB C: Past Performance

Section 00 11 01 - CLIN SCHEDULE

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	DB Mongolia Base Period FFP Humanitarian Assistance- Design Build Construction Multiple Award Task Order Contract (MATOC) Indefinite Delivery/Indefinite Quantity (IDIQ) For Design-Build Construction of Single and Multiple Story Buildings, but not limited to Schools, Clinics, Hospitals, emergency operations centers in Mongolia. It is the Government's intention to award at least two (2) contracts, but no more than three (3) to fulfill the required Design-Build construction services.	9,000,000	Job		

Base Period: 19 December 2018 – 18 December 2021

Task orders awarded shall utilize the Profit and Overhead Rates negotiated and agreed upon in the base contract. Contractor shall provide Profit and overhead rates and escalation rate for three (3) Year base period. Specific project requirement will be documented on individual project task orders.

The cumulative amount of Task Orders will share a maximum capacity of \$9,000,000.00 for this CLIN.

Progress Payments are authorized. Contract Term: Base
 Period: 19 December 2018 – 18 December 2021
 Option Year 1: 19 December 2021 – 18 December 2022
 Option Year 2: 19 December 2022 – 18 December 2023

The total duration of the contract (base and optional periods included) shall not exceed 5 years (except the performance period of awarded Task Orders shall continue until completed).

Contract POC Information:
 Contract Specialist: SFC Ontario Flowers at 907-753-2527
 Project Manager: Thareth Casey at 907-753-2861

FOB: Destination
 SIGNAL CODE: A

MAX
 NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002 OPTION	DB Mongolia- Option Year 1 FFP Multiple Award Task Order Contract (MATOC), Indefinite Delivery/Indefinite Quantity (IDIQ) for Design-Build Construction.	3,000,000	Job		

Option Year 1: 19 December 2021 – 18 December 2022

Task orders awarded shall utilize the Profit and Overhead Rates negotiated and agreed upon in the base contract. Contractor shall provide Profit and overhead rates for Option Year 1 contract period. Specific project requirement will be documented on individual project task orders.

The cumulative amount of Task Orders per MATOC contract shall not exceed \$3,000,000.00.

Progress Payments are authorized

Task orders under Option Period 1 may be awarded up to 1 year after date the option is exercised. The Government can exercise this option IAW FAR 52.217-9.

Contract POC Information:

Contract Specialist: SFC Ontario Flowers at 907-753-2527

Project Manager: Thareth Casey at 907-753-2861

FOB: Destination

SIGNAL CODE: A

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003 OPTION	DB Mongolia- Option Year 2 FFP Multiple Award Task Order Contract (MATOC), Indefinite Delivery/Indefinite Quantity (IDIQ) for Design-Build Construction.	3,000,000	Job		

Option Year 2: 19 December 2022 – 18 December 2023
 Task orders awarded shall utilize the Profit and Overhead Rates negotiated and agreed upon in the base contract. Contractor shall provide Profit and overhead rates for Option Year 2 contract period. Specific project requirement will be documented on individual project task orders.

The cumulative amount of Task Orders per MATOC contract shall not exceed \$3,000,000.00.

Progress Payments are authorized

Task orders under Option Period 2 may be awarded up to 1 year after date the option is exercised. The Government can exercise this option IAW FAR 52.217-9.

Contract POC Information:
 Contract Specialist: SFC Ontario Flowers at 907-753-2527
 Project Manager: Thareth Casey at 907-753-2861

FOB: Destination
 SIGNAL CODE: A

MAX
 NET AMT

CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE

The minimum quantity and contract value for all orders issued against this contract shall not be less than the minimum quantity and contract value stated in the following table. The maximum quantity and contract value for all orders issued against this contract shall not exceed the maximum quantity and contract value stated in the following table.

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
3,500.00	\$3,500.00	15,000,000.00	\$15,000,000.00

DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND ORDER VALUE

The minimum quantity and order value for each Delivery/Task Order issued shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for each Delivery/Task Order issued shall not exceed the maximum quantity and order value stated in the following table.

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
3,500.00		3,000,000.00	

CLIN DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER VALUE

The minimum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not exceed the maximum quantity and order value stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001		\$		\$
0002		\$		\$
0003		\$		\$

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
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0001	POP 19-DEC-2018 TO 18-DEC-2021	N/A	N/A FOB: Destination
0002	POP 19-DEC-2021 TO 18-DEC-2022	N/A	N/A FOB: Destination
0003	POP 19-DEC-2022 TO 18-DEC-2023	N/A	N/A FOB: Destination

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

REQUEST FOR PROPOSAL ISSUANCE

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

REQUEST FOR PROPOSAL ISSUANCE

The Request for Proposal (RFP)/Solicitation will be issued via U.S Embassy Website & Local Newspaper. Any Amendments and plans and specifications, will be issued via email to interested offerors. Every applicable item will be posted and issued by electronic means first, and only as a last resort would traditional paper copies be issued.

1. INQUIRIES

All inquiries concerning administrative and technical matters shall be submitted in writing via email to Contract Specialist/Contracting Officer Ontario Flowers and Timothy Clapp via email ctha.asia@usace.army.mil (907) 753-2527. Collect calls **will not** be accepted.

2. GENERAL PROPOSAL GUIDELINES

- A. Offerors proposal must be submitted by email and received **NO LATER THAN** the date and time stated on the SF 1442 or subsequent solicitation amendment.
- o Volume 1- Performance Capability (i.e Experience & Organization and Management)
 - o Volume 1- Past Performance
- B. Past customers/clients use the Past Performance Questionnaire (PPQ), or similar form.
- C. Be prepared to have a point of contact for your firm be available via email communication throughout the 2-5 days source selection process in phase 1.

3. WHO MAY SUBMIT PROPOSALS

This solicitation is unrestricted, and open to all responsive **Local** large and small business firms that are formally organized as design and construction contractors and have associated specifically for this project, or any other joint venture or sub-contractor. For the purposes of this solicitation, no distinction is made between formally organized construction entities and project-specific construction associations. Both are referred to as the construction Offeror (or simply "Offeror") or the construction contractor (or simply "contractor") after award of a contract.

4. FACSIMILE PROPOSALS

Facsimile proposals or modifications will not be accepted.

5. PROPOSAL FORMAT (Page Count Limit): 80 Pages to include Curriculum Vitae/Resumes). Past Performance will not count against the Page count.

(a) Written materials: Format (8.5 X 11"), using 11 but no larger than 12 point font size. Each volume will contain a Title Sheet on the cover for ready identification of the proposal (to include, but not limited to **Company Name; Name of Solicitation** (i.e Design-Build Humanitarian Assistance Program Mongolia), **Solicitation No.** W911KB-xx-x-xxx; **Volume #, Contact Name, Email Address** etc.)

Table of Contents separated by Tabs, as prescribed; See Example below

Volume 1-TAB A-FACTOR 1- EXPERIENCE: List all information required for this Factor. Etc. Do this for Factor two (2) and Three (3) as well.

Within each Tab, it is highly recommended that the proposal information be presented in the same relative format as the submission requirements as listed in the RFP, and the paragraph number from the

submission requirements in the RFP be used in the heading for the respective section/paragraph where the information is being provided.

(b) Page numbering shall be a continuation from the previous Tab. The Government will not evaluate any material exceeding the page limitations stated in the RFP. Offerors submitting proposal should **LIMIT** submission data essential for evaluation of proposals so that a minimum of time and money will have been expended in preparing information required herein. However, in order to be effectively and equitably evaluated, the proposals must include information with sufficient detail to allow the Government to meaningfully evaluate each offeror's capabilities and proposed approach.

6. SITE VISIT

A site visit is not presently scheduled and will be specified for Phase 2 Seed Project and subsequent individual task orders; see Clause 52.236-27 (Site Visit – Construction), in Section 00 72 00.

END OF SECTION 00 21 00

Section 00 22 10 - PHASE 1 DESIGN BUILD SELECTION PROCEDURES

PHASE1 SUBMISSION & EVALUATION

APPENDIX D

SECTION 00 22 10

PROPOSAL SUBMISSION REQUIREMENTS EVALUATION CRITERIA PHASE 1 OF 2 PHASE DESIGN-BUILD SELECTION PROCEDURES

SECTION 00 22 10
PHASE 1 PROPOSAL SUBMISSION REQUIREMENTS
EVALUATION CRITERIA

- 1.0 OVERVIEW
- 2.0 GENERAL INSTRUCTIONS
- 3.0 PHASE 1 PROPOSAL INFORMATION AND RELATED EVALUATION FACTORS AND ELEMENTS
- 4.0 VOLUME 1 – TAB A – FACTOR 1: EXPERIENCE
- 5.0 VOLUME 1 – TAB B – FACTOR 2: ORGANIZATION & MANAGEMENT
- 6.0 VOLUME 1 – TAB C – FACTOR 3: PAST PERFORMANCE
- 7.0 PHASE 1 EVALUATION PROCEDURES

PHASE 1 – SECTION 00 22 10 ATTACHMENTS

ATTACHMENTS

- 1 – [PROPOSAL DATA SHEETS](#)
- 2 – [COMPANY EXPERIENCE – CONSTRUCTION OR PRIME CONTRACTOR](#)
- 3 – [COMPANY EXPERIENCE – DESIGN FIRM OR IN-HOUSE DESIGN CAPABILITY](#)
- 4 – [LETTER OF COMMITMENT FOR DESIGN FIRM \(USE COMPANY LETTERHEAD\)](#)
- 5 – [KEY PERSONNEL](#)
- 6 – [NAVFAC/USACEAST PERFORMANCE QUESTIONNAIRE](#)

1.0 OVERVIEW

1.1 This is Phase 1 of a 2 Phase Design-Build Indefinite-Delivery Indefinite-Quantity (IDIQ) Multiple Award Task Order Contract (MATOC) Request for Proposal (RFP). The contract awardee will be eligible to propose on task orders for Construction Projects, Design-Build, such as schools, medical facilities (i.e. School, Clinics, Hospitals, Blood centers etc.) emergency operations centers, warehouses, bridges, ramps, communications, drainage/flood control features, and other similar requirements as specifically identified in task-specific SOWs at various locations in Mongolia.

1.1.1 The Government reserves the right to award up to three (3) Local Sources (IAW FAR 5.202 (a)

(12) IDIQ contracts however, reserves the right to award more, less, or none at all. The resultant contract(s) awarded from this solicitation will constitute IDIQ contracts as defined in FAR 16.504. Task orders will be awarded against the basic IDIQ contract(s) using the fair opportunity procedures discussed in FAR 16.505, and in addition to the competitive procedures identified in DFARS 216.505-70. In accordance with FAR 16.505 all awardees in a MATOC pool will be afforded fair opportunity to be considered for award of each order exceeding \$3.5K unless an exception described in FAR 16.505(b)(2) applies. Task orders will be firm-fixed price (FFP). This solicitation is for a three (3) year base period, with two (2) one year option periods (if exercised). In Phase 2, the short-listed offerors will submit proposals in accordance with Section 00 22 20.

1.1.2 The total shared capacity for the contemplated Design-Build Mongolia IDIQ MATOC award(s) is \$15 Million. This capacity will be shared among all MATOC awardees.

1.1.3 The ordering period shall commence upon the date of contract award and continue for a base period of Three (3) years and an additional period of 2 years if all options are exercised. Per FAR Clause 52.216-19, Order Limitations, a minimum order amount of \$3.5K, maximum order amount of \$3M per single order, and maximum of \$9M in combined orders for the base period and \$3M for options year one (1) and two (2) respectively have been established for these Design-Build contractors.

1.2 In Phase 1 of the 2 Phase selection procedure, interested firms or joint venture entities (referred to as "offerors") submit certain specified performance capability proposals, demonstrating their capability to successfully execute Construction Projects resulting from this solicitation. The Government will evaluate performance capability proposals in accordance with the criteria described herein and intends to select up to five (5) Phase 1 offerors to compete in Phase 2 for an IDIQ multiple award contract and the initial task order described in Section 00 22 20.

1.2.1 For Phase 2, the short-listed offerors will submit proposals in accordance with Section 00 22 20.

1.2.2 The most highly qualified offerors selected to participate in Phase 2 will be announced by special notice to Public place (i.e. Email or other means).

2.0 GENERAL INSTRUCTIONS

2.1 Firms formally organized as design-build entities, design firms and construction contractors that have associated specifically for this project, consortia of firms or any other interested parties may submit proposals. Associations may be as joint ventures or as key team subcontractors. Any legally organized Offeror may submit a proposal.

2.2. Submit the Phase 1 proposal to the Government's point of contact, Ontario Flowers and Timothy Clapp via email at ctha.asia@usace.army.mil no later than 29 October 2018 at 12 noon AKST. Note that the Government will not evaluate any material that exceeds the page limits indicated in the sections below.

PHASE 1 DOES NOT INVOLVE PRICING SUBMISSION.

3.0 PHASE 1 PROPOSAL AND RELATED EVALUATION FACTORS, AND ELEMENTS

<u>Location</u>	<u>Factor #</u>	<u>Description</u>	<u>Relative Importance</u>
Volume 1, Tab A		SF 1442 and Proposal Data Sheet	N/A
Volume 1, Tab A	Factor 1	Experience	Factors 1 is the most important factor
Volume 1, Tab B	Factor 2	Organization & Management	Factors 2 is approximately equal important to factor 1
Volume 1, Tab C	Factor 3	Past Performance (Confidence Assessment)	Significantly less important than Factor 1, & 2, combined)

3.1 TAB A – STANDARD FORM 1442 AND PROPOSAL DATA SHEET

3.1.1 Submit the SF1442, completed and signed by a person authorized by the Offeror. Include the completed proposal data sheet (see Attachment 1, provided at the end of this Section). If Teaming is done provide joint venture agreement, or Prime and Subcontractor agreement if applicable (**see 00 22 00, Attachment 1**).

4.0 VOLUME 1 - TAB A – FACTOR 1 – EXPERIENCE

4.1 SUBMISSION REQUIREMENTS:

4.1.1 The prime contractor shall demonstrate this factor with recent and relevant experience on similar construction, design-build and repair projects using Company Experience - [Experience Form \(Attachments 2 & 3\)](#) (no more than 2 pages per project). Offerors may identify host nation government and private contracts that are similar to the design-build requirements contained in this solicitation. If the offeror is a joint venture, each partner firm shall demonstrate experience relevant to their role on similar projects or explain in the supplemental narrative how their experience qualifies them for their role on similar projects. To demonstrate recent experience, submit projects that are currently well underway (designed and at least 50% construction progress completed) or completed and turned over no longer than five (5) years preceding the date of this solicitation. Project examples should be limited to those projects performed by the firm submitting an offer, however, an offeror may receive credit for relevant experience of a parent, affiliate or separate division if the offeror's proposal demonstrates that the resources of the parent, affiliate or separate division will affect the performance of the offeror. An offeror may also receive credit for relevant experience under a previous business arrangement (joint venture for example), if the offeror demonstrates that their role on the submitted project is relevant to their role on this project. Relevancy is determined by the prime contractor and key subcontractors (if applicable) submitting no more than four (4) projects which demonstrate experience for facilities of similar scope, size (magnitude), and complexity within the same country to include, but not limited to schools, clinics, hospitals and other multi-story steel/concrete structures. In the case where the Prime Contractor and the Design Firm have worked together under a team arrangements, provide no more than four (4) examples of recent projects no more than five (5) years preceding the date of this solicitation.

VOLUME 1 - TAB A – FACTOR 1 – EXPERIENCE.

4.2 EVALUATION CRITERIA: VOLUME 1 - TAB A – FACTOR 1 – EXPERIENCE:

4.2.1 The Government will consider extent of recent experience, degree of relationship of such experience similar in scope, size (magnitude), and complexity to the work that will be required under the contract for which offers are solicited by this RFP, as well as, demonstrated familiarity with applicable codes and local conditions. Some examples of relevancy to this project may include, but not be limited to:

1. Number, size (square meters), type work (does the work include both design and construction),

complexity (sewage systems, foundation designs which meet International Building Code (IBC) standards);

2. Location of work: Mongolia

3. Experience with design/construction and small construction projects or renovations projects

4. Previous design-build experience within the last five (5) years

5. Team arrangements of Prime and Design Firm having worked together in the past.

The US Government realizes that some contractors may have new team arrangements and may not have past experience working together. It is not mandatory that teams have past experience working together. However, teams that demonstrate acceptable past experience working together may be rated higher depending upon the information provided.

6. Firm's role and extent of work self-performed (i.e. as the Prime Contractor brokering out all work and *simply* "pouring the sidewalks" on a cited project are examples of less relevant experience) the Government may place greater importance on projects performed as a prime contractor rather than as a subcontractor, depending upon overall role and relevancy considerations.

4.2.2 The Government reserves the right to verify the experience record of cited projects or other recent projects by reviewing DOD or Government appraisal systems or to interview owners or references. The Government may check any or all cited references to verify supplied information.

5.0 VOLUME 1– TAB B – FACTOR 2 – ORGANIZATION AND MANAGEMENT

5.1 SUBMISSION REQUIREMENT

5.1.1 Provide a narrative, organizational chart and Resumes (**Curriculum Vitae**) that describes the offeror's organization and the items below.

5.1.1.1 **Organization and Management Narrative (Limit to five (5) pages or less):** Provide a brief but concise written summary of the organization and the approach to management. Describe what firms will be utilized, their roles and responsibilities and any contractual arrangements that have been established. Clearly describe any teaming or joint venture arrangements, including a clear description of each firm's roles and responsibilities on past and current projects. The Offeror shall document unequivocal teaming arrangements with its design firms(s) – [Attachment 4](#). Discuss your ability to perform work at multiple project sites throughout the country and identify your procedures for safety and quality control throughout the design and construction process.

5.1.1.2 **Organizational Chart (11"x17" one page):** Include a simple organizational chart, illustrating the organization, including the name, position title and job location of key personnel. Identify the design firm(s) chosen for the seed project in Phase II, if not to be self-performed. Describe the proposed management structure for the team, describing how the design and construction process will be managed and the authorities and the delegations of authority within the team.

5.1.1.3 Resumes of [Key Personnel \(Attachment 5\)](#): Provide resumes of all Key Personnel using the format included in Attachment 6 (no more than 2 pages per resume). At minimum provide resumes for the following Key Personnel: Project Manager, Construction Site Superintendent, Design Team Manager, Architect, Mechanical Engineer, Electrical Engineer, Civil Engineer, Structural Engineer, and Geotechnical Engineer (may be same person as Civil Engineer). Ensure information is included for all key personnel with a maximum of 12 pages of resumes. The information provided should include experience that is relevant to any current and past project.

5.2 EVALUATION CRITERIA: VOLUME 1– TAB B – FACTOR 2 – ORGANIZATION AND MANAGEMENT

5.2.1 . Government will evaluate the proposed as follows;

1. Management structure for the team, the responsibilities and lines of authority between the construction firm and design firm(s) and any teaming arrangement proposed.

2. Evaluate each offeror's organizational and management approach, proposed organizational structure, key personnel responsibilities, and qualification of key personnel.

3. The organizational structure will be evaluated to verify that key personnel are included in the chart, and review resumes to evaluate their overall experience and education as it relates to completing similar work.

4. The government will evaluate the responsibilities of key personnel to determine whether the contractor understands the requirements and the importance of various work elements to include design, construction management, scheduling, quality control and safety.

5. The Offeror is required to select and commit to design firms to achieve an "acceptable" rating. Joint venture participant's contribution to the organization should be commensurate with their skills and background.

6.0 VOLUME 1 –TAB C- FACTOR 3 - PAST PERFORMANCE

6.1 SUBMISSION REQUIREMENTS

6.1.1 Past performance refers to the quality of recent project experience from the owner's perspective. Past performance evaluations or questionnaires shall be provided for **at least three (3) projects**. The offeror shall provide customer reference name(s), company affiliation and current contact information (phone number and email address) related to project experience submitted for Factor 1; and or any other relevant projects in accordance with the solicitation and include the performance rating by the owner on the firm, if the offeror was rated. For Humanitarian Assistance Projects, the Offeror may rely on finalized Contracting Officer Representing Tool (CORT), otherwise the **Past Performance Questionnaire (PPO) (Attachment 6)** included in this section can be used to fulfill the past performance requirement. Completed Past Performance Questionnaires should be submitted if applicable with your proposal in **Volume 1. Offerors shall not incorporate by reference into their proposal PPQs previously submitted for other RFPs**. This does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation.

6.1.2 Projects cited shall be of similar size, scope, or magnitude and well underway (fully designed and at least 50% construction progress completed) or construction substantially completed within 5 years preceding the date of this solicitation. Also include performance recognition documents received within the last five (5) years such as awards, customer letters of commendation, and any other forms of performance recognition.

6.1.3 An offeror will not receive credit for relevant past performance of a parent, affiliate or separate division, however an offeror may also receive credit for relevant past performance under a previous business arrangement (joint venture for example) if the offeror demonstrates that their role on the submitted project is relevant to their role on this project. The Government may contact and interview the points of contact and reserves the right to interview other individuals acting for the listed reference, if the listed reference is not available. In addition the Government may also review data from CORT, or other agency performance databases on projects determined to be recent and relevant as defined above. Team members are encouraged to briefly provide information on problems encountered on identified or other contracts and the corrective action taken. While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete past performance information rests with the offeror.

6.2 EVALUATION CRITERIA: VOLUME 1 –TAB C- FACTOR 3 - PAST PERFORMANCE

6.2.1 The Government will first assess and rate the relevancy of recent projects accomplished by the offeror to the scope of this contract for overall application to the performance confidence assessment ratings described herein. The projects may include, but not limited to those submitted under **Factor one (1)**, as well as from other sources described above. This rating is not a separate proposal rating but is only used in developing overall past performance confidence assessment rating assigned to the Past Performance Factor. The past performance relevancy ratings are described below:

Very Relevant

Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.

Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of scope and magnitude of effort and complexities this solicitation requires

6.2.2 The Government will next consider;

1. How well the offeror performed on the contracts.
2. The Government will consider the recency and relevance of the information, and general trends in contractor performance.
3. The Government will target areas covered in the requirements of this proposal including records of conforming to quality, schedule, cost control, customer satisfaction, level of support for such things as as- built documentation, O&M manuals, training, problem resolution for design or construction errors, warranty work, and safety.

Note: With respect to relevancy, past performance on projects with more relevance will typically be a stronger predictor of future success and have more influence on the past performance confidence assessment rating than past performance on projects of lesser relevance. The rating for this factor will be expressed as a degree of confidence in the offeror’s ability to successfully accomplish the contract requirements.

The requirements of this factor cannot be met through the past performance of a parent, affiliate or separate division. Past performance under a previous business arrangement (joint venture, for example) will not be considered relevant if the offeror’s role on the project is not considered relevant.

6.2.3 Each entity (firm) will be rated on its own performance or that of its predecessor, if relevant. An entity may not establish past performance based on the past performance of its proposed key personnel, apart from that of the entity. If the Government does not obtain past performance information for the projects identified by the offeror and cannot establish a past performance record for the offeror through other sources, past performance will be rated neither favorably nor unfavorably. The performance confidence assessment will be considered “(Neutral)” and receive a relevance rating of “Not Relevant.”

Owners/references may be asked to comment on items such as quality of design or construction, timeliness, management of the work, subcontractor management, including timely payment to subs or suppliers, safety, relations between owner and designer or contractor, level of support for such things as as-built documentation, O&M manuals, training, correcting design or construction errors, warranty work, etc.. The rating system used for the performance confidence assessment is described at the end of this section.

PAST PERFORMANCE CONFIDENCE ASSESSMENT

Substantial Confidence: Based on the offeror’s recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.

Satisfactory Confidence: Based on the offeror’s recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.

Neutral Confidence: No recent/relevant performance record is available or the offeror’s performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The offeror may not be evaluated favorably or unfavorably on the factor of past performance.

Limited Confidence: Based on the offeror’s recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.

No Confidence: Based on the offeror’s recent/relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort

7.0 PHASE 1 EVALUATION PROCEDURES

7.1 SOURCE SELECTION EVALUATION BOARD (SSEB)

7.1.1 The SSEB will be established to conduct the evaluation of proposals received in response to this solicitation. The evaluation will be based on the content of the proposal and any subsequent discussions required, as well as information obtained from other sources, e.g. past performance information. The SSEB will not consider any information incorporated by reference, except as expressly allowed by this solicitation.

7.2 EVALUATION

7.2.1 The SSEB will evaluate the proposals and assign a consensus rating for each evaluation factor. Offerors are cautioned to put forth their best efforts for the Phase 1 submission, and to furnish all information clearly to allow the Government to determine their performance capability. Offerors should not assume that they will have an opportunity to clarify or correct anything in their proposal after submitting it in response to Phase 1.

7.2.2 The Government reserves the right to allow proposal corrections, if deemed necessary to determine the most highly qualified offerors to shortlist for Phase 2.

7.2.3 The Contracting Officer, taking into account the SSEB consensus ratings, will select up to five (5) of the most highly qualified offerors to short-list for Phase 2.

7.3 DEFINITIONS

7.3.1 **Deficiency.** A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level. See FAR 15.001.

7.3.2 **Strength.** An aspect of an offerors' proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.

7.3.3 **Weakness.** A flaw in the proposal that increases the risk of unsuccessful contract performance. See FAR 15.001

7.3.4 **Significant Weakness.** A flaw in the proposal that appreciably increases the risk of unsuccessful contract performance. See FAR 15.001.

7.3.5 **Uncertainty.** Any aspect of a non-cost/price factor proposal for which the intent of the offeror is unclear (e.g., more than one way to interpret the offer or inconsistencies in the proposal indicating that there may have been an error, omission or mistake)

7.3.6 **Deviation:** Proposal implies or specifically offers a deviation from the specified criteria. The offeror may or may not have called the deviation to the Government's attention. **A deviation is a deficiency.** The proposal must conform to the solicitation requirements for award.

7.4 EVALUATION RATING SYSTEM

7.4.1 **General:** The Government will review the proposals and rate the quality of each evaluation factors. The SSEB will rate each proposal against the specified evaluation criteria in the Solicitation requirements. After all proposals are rated by the SSEB, the Contracting Officer will conduct a comparative assessment of the ratings and relative advantages and disadvantages of proposals against each other in order to determine which Offerors are the most highly qualified under Phase 1 to short-list for participation in Phase 2.

7.4.2 **Review Write-up:** The Government will support each rating with a narrative, separately listing all strengths or advantages, weaknesses or disadvantages, deficiencies, and required clarifications.

7.4.3 **Rating System:** After listing proposal strengths, weaknesses and deficiencies, the SSEB will assign an adjective rating of "Outstanding," "Good," "Acceptable," "Marginal," or "Unacceptable" to each factor (except the Past Performance Factor), which reflect the Government's confidence in each offeror's ability, as demonstrated in its proposal, to perform the requirements stated in the RFP. The adjectival ratings shall be assigned using the following criteria, which incorporate a proposal risk assessment:

Outstanding: Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful performance is low.

Good: Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is low to moderate.

Acceptable: Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.

Marginal: Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.

Unacceptable: Proposal does not meet requirements of the solicitation, and thus, contains one or more deficiencies, and/or risk of unsuccessful performance is unacceptable. Proposal is unawardable.

PROPOSAL DATA SHEET

(1) Name of Solicitation:

(2) Name of Firm:

Address:

Phone:

Fax:

E-mail:

Provide the Name each company identified in any proposed Contractor-subcontractor association of firms. Provide joint venture agreement, or Prime and Subcontractor agreement if applicable in the case of teaming. Also, list the individual firms and briefly describe the nature of the association. **ONLY** complete below if your company is teaming with another.

Firm 1:

Nature of Association: {(e.g **Designer of Record DOR**)}

(3) AUTHORIZED NEGOTIATORS. FAR 52.215-1 (c) (2) (iv) (For Phase 2)

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

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

Name of Person Authorized to Negotiate:

Negotiator's Address:

Negotiator's Telephone:

Negotiator's E-mail:

SECTION 00 22 10 - ATTACHMENT 2

COMPANY EXPERIENCE – CONSTRUCTION CAPABILITY

Provide the following information to show examples of up to (4) projects (Examples: School, Clinic, Hospital and other multi-story steel/concrete structures) your company constructed within the last **five (5)** years. Example should demonstrate relevant, and recent construction or design/build experience of similar scope, size (magnitude) complexity and within the same country. Use **ONE** form per project.

- (a) Your Firm's Name _____
- (b) Name of Project (Include contract number if Federal project) _____
- (c) Location of Project _____
- (d) Owner/Client _____
- (e) General Scope of Construction Project _____
- (f) Your Role (**Prime, Joint Venture, or Subcontractor, etc.**) and Work Your Company Self-Performed: _____
- (g) Construction Cost _____
- (h) Extent and Type of Work You Subcontracted Out _____
- (i) Dates Construction: Began _____ Completed _____
- (j) Your Performance Evaluation by Client, if known _____
- (k) Were You Terminated or Assessed Liquidated Damages? _____
(If either is "Yes", attach an Explanation)
- (l) Owner/Client's Point of Contact for Reference (Name and Company) _____
- (m) Current Telephone Number of Reference POC _____
- (n) Current Email Address of Reference POC _____

Performance Evaluations, Letters of Recommendation, or Certificates of completion (These will be attached by the Government when provided by past customers)

SECTION 00 22 10 - ATTACHMENT 3

COMPANY EXPERIENCE - DESIGN FIRM OR IN-HOUSE DESIGN CAPABILITY

Provide the following information to show examples of up to (4) projects (Examples: School, Clinic, Hospital and other multi-story steel/concrete structures) your company designed within the last **five (5)** years. Example should demonstrate relevant, and recent construction or design/build experience of similar scope, size (magnitude) complexity and within the same country. Use **ONE** form per project.

(a) Your Firm's Name _____

(b) Name of Project (Include contract number if Federal project) _____

(c) Location of Project _____

(d) Owner _____

(e) General Scope of Construction Project _____

(a) Summary of Your Role in Design of this Project

(b) Identify Estimated ("E") or Actual ("A") Construction Cost _____

(c) Extent and Type of Work You Subcontracted _____

(d) Dates Design: Began _____ Completed _____

(e) Dates Construction: Began _____ Completed _____

(f) Your Performance Evaluation, if known _____

Were You Terminated or Assessed Liquidated Damages? _____

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

(g) Owner's Point of Contact for Reference (Name and Company) _____

(h) Current Telephone Number of Reference POC _____

Current Email Address of Reference POC _____

SECTION 00 22 10 - ATTACHMENT 4

LETTER OF COMMITMENT FOR DESIGN FIRM
(USE COMPANY LETTERHEAD)

TO: Contracting Officer

SUBJECT: Letter of Commitment for Proposed Contract for _____

Dear Sir or Madam:

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

Sincerely, (Authorized Official) Date: ____

SECTION 00 22 10 – ATTACHMENT 5

DESIGN AND CONSTRUCTION KEY PERSONNEL (Use separate sheets with following format)
KEY PERSONNEL RESUME

On separate sheets, provide the information below for all key personnel. Ensure the information is included for all key personnel listed in Tab B (Organization and Management). The information provided should include experience that is relevant to the project.

- a. Your Name and Title _____
- b. Your Assignment on this Project _____
- c. Name of Your Firm _____
- d. No. of Years: With this Firm _____ With other Firms _____
- e. Education: Degree(s)/Year/Specialization _____
- f. Active Registration, if any:
 First Year/Current Year _____ / _____
- g. Describe Your Specific Work History, Experience and Qualifications Relevant to this Project (include dates worked, job title, firm name, and description of work performed):

SECTION 00 22 10 - ATTACHMENT 6 PAST PERFORMANCE QUESTIONNAIRE

NAVFAC/USACE PAST PERFORMANCE QUESTIONNAIRE (Form PPQ-0)	
CONTRACT INFORMATION (Contractor to complete Blocks 1-4)	
1. Contractor Information	
Firm Name:	CAGE Code:
Address:	DUNs Number:
Phone Number:	
Email Address:	
Point of Contact:	Contact Phone Number:
2. Work Performed as: <input type="checkbox"/> Prime Contractor <input type="checkbox"/> Sub Contractor <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other (Explain)	

Percent of project work performed:
If subcontractor, who was the prime (Name/Phone #):

3. Contract Information

Contract Number:
Delivery/Task Order Number (if applicable):
Contract Type: Firm Fixed Price Cost Reimbursement Other (Please specify):
Contract Title:
Contract Location:

Award Date (mm/dd/yy):
Contract Completion Date (mm/dd/yy):
Actual Completion Date (mm/dd/yy):
Explain Differences:

Original Contract Price (Award Amount):
Final Contract Price (*to include all modifications, if applicable*):
Explain Differences:

4. Project Description:

Complexity of Work High Med Routine
How is this project relevant to project of submission? (*Please provide details such as similar equipment, requirements, conditions, etc.*)

CLIENT INFORMATION (Client to complete Blocks 5-8)

5. Client Information

Name:
Title:
Phone Number:
Email Address:

6. Describe the client's role in the project:

7. Date Questionnaire was completed (mm/dd/yy):

8. Client's Signature:

ADJECTIVE RATINGS AND DEFINITIONS TO BE USED TO BEST REFLECT

YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE

RATING

DEFINITION

NOTE

(E) Exceptional	Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective.	An Exceptional rating is appropriate when the Contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.
(VG) Very Good	Performance meets contractual requirements and exceeds some to the Government's/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.	A Very Good rating is appropriate when the Contractor successfully performed a significant event that was a benefit to the Government/Owner. There should have been no significant weaknesses identified.
(S) Satisfactory	Performance meets minimum contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	A Satisfactory rating is appropriate when there were only minor problems, or major problems that the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DOD policy, a fundamental principle of assigning ratings is that contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.
(M) Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	A Marginal is appropriate when a significant event occurred that the contractor had trouble overcoming which impacted the Government/Owner.
(U) Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.	An Unsatisfactory rating is appropriate when multiple significant events occurred that the contractor had trouble overcoming and which impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating.
(N) Not Applicable	No information or did not apply to your contract	Rating will be neither positive nor negative.

TO BE COMPLETED BY CLIENT

PLEASE CIRCLE THE ADJECTIVE RATING WHICH BEST REFLECTS YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE.	
1. QUALITY:	
a) Quality of technical data/report preparation efforts	E VG S M U N
b) Ability to meet quality standards specified for technical performance	E VG S M U N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	E VG S M U N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	E VG S M U N
2. SCHEDULE/TIMELINESS OF PERFORMANCE:	
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. <i>(If liquidated damages were assessed or the schedule was not met, please address below)</i>	E VG S M U N
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract	E VG S M U N
3. CUSTOMER SATISFACTION:	
a) To what extent were the end users satisfied with the project?	E VG S M U N
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	E VG S M U N
c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	E VG S M U N
d) Overall customer satisfaction	E VG S M U N
4. MANAGEMENT/ PERSONNEL/LABOR	
a) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force?	E VG S M U N
b) Ability to hire, apply, and retain a qualified workforce to this effort	E VG S M U N
c) Government Property Control	E VG S M U N
d) Knowledge/expertise demonstrated by contractor personnel	E VG S M U N
e) Utilization of Small Business concerns	E VG S M U N
f) Ability to simultaneously manage multiple projects with multiple disciplines	E VG S M U N
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changes	E VG S M U N
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	E VG S M U N

5. COST/FINANCIAL MANAGEMENT	
a) Ability to meet the terms and conditions within the contractually agreed price(s)?	E VG S M U N
b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client	E VG S M U N
c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns)	E VG S M U N
d) Is the Contractor's accounting system adequate for management and tracking of costs? <i>If no, please explain in Remarks section.</i>	Yes No
e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? <i>Indicate if show cause or cure notices were issued, or any default action in comment section below.</i>	Yes No
f) Have there been any indications that the contractor has had any financial problems? <i>If yes, please explain below.</i>	Yes No
6. SAFETY/SECURITY	
a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.)	E VG S M U N
b) Contractor complied with all security requirements for the project and personnel security requirements.	E VG S M U N
7. GENERAL	
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues).	E VG S M U N
b) Compliance with contractual terms/provisions <i>(explain if specific issues)</i>	E VG S M U N
c) Would you hire or work with this firm again? <i>(If no, please explain below)</i>	Yes No
d) In summary, provide an overall rating for the work performed by this contractor.	E VG S M U N

Please provide responses to the questions above (if applicable) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk (please attach additional pages if necessary):

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

PHASE2 SUBMISSION & EVALUATION

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

- 1.0 OVERVIEW
- 2.0 BASIS OF AWARD
- 3.0 PHASE 2 PROPOSAL CONTENTS AND RELATED EVALUATION FACTORS
- 4.0 VOLUME 2, TAB A - FACTOR 1– TECHNICAL APPROACH: (DESIGN & CONSTRUCTION NARRATIVE, CONCEPT OF DESIGN (35% DRAWINGS), BOM AND PROPOSED SUMMARY SCHEDULE
- 5.0 VOLUME 3 – TAB A- FACTOR 1- PRICE AND PRO FORMA INFORMATION
- 6.0 EVALUATIONPROCEDURES

1.0 OVERVIEW

1.1 Those Offerors short-listed in Phase 1 will be invited to submit a Phase 2 proposal, as indicated below. The Government contemplates awarding up to three (3) IDIQ MATOCs for Design-build humanitarian Projects, however reserves the right to award more, less, or none at all. Under the resultant contracts, the Government will issue firm-fixed price (FFP) task orders. The Government will evaluate proposals in accordance with the criteria described herein and will utilize the tradeoff process described in FAR 15.101-1 to determine the proposal(s) which represent the best value to the Government.

2.0 BASIS OF AWARD

2.1 The Contracting Officer contemplates awarding up to three (3) IDIQ MATOCs for Design-build humanitarian Projects, however reserves the right to award more, less, or none at all to those responsible Phase 2 Offerors whose proposal the Source Selection Authority determines conforms to the solicitation, and represents the best value to the Government. All evaluation factors, other than price, when combined, are considered slightly more important than the price. The intent of this solicitation is to obtain the best proposal(s). There is no obligation to approach or match the cost limitation in the offer. After the Government individually evaluates and rates each proposal, the Contracting Officer/SSA will compare proposals to determine the best value proposal(s). Proposals will not be ranked. The Government reserves the right to accept other than the lowest priced offer or to reject all offers. The Government will not award a contract to an Offeror whose proposal contains a deficiency, as defined in FAR 15.001. If there is a lower priced, conforming offer(s), the SSA must determine that the added value of a more expensive proposal (within the cost limitation) would justify award to that Offeror.

3.0 **Phase 2** PROPOSAL CONTENTS AND RELATED EVALUATION FACTORS

<u>Location</u>	<u>Factor #</u>	<u>Description</u>	<u>Relative Importance</u>
Volume 2, Tab A	Factor 1	Technical Approach (Seed Project)	1 st (Most Important Factor) Significantly more important than cost or price
Volume 2, Tab A	Factor 1 (con't)	Design & Construction Narrative, Concept Design (35% Drawings) and Proposed Summary Schedule	
Volume 3, Tab A	Factor 2	Price (Standard Form 1442, Proposal Bid Sheet)	Significantly less important than Factor 1

3.1 Each Phase 2 Offer must submit a Technical Proposal for the Seed Task Order as described below. The Government will evaluate the Phase 2 Proposals in accordance with the criteria described herein to determine the best value proposal(s) for a base IDIQ award.

3.1.1 SEED TASK ORDER & SCOPE OF SEED PROJECT: **To be provided in Phase 2 via Solicitation Amendment.**

3.1.2 SEED TASK ORDER CEILING LIMITATION FOR DESIGN AND CONSTRUCTION COST

The design and construction costs will be subject to the funds available for this project. The task order cost limitation for this task order is approximately **[to be provided in Phase 2 via Solicitation Amendment]**. Offerors are notified that they are under no obligation to approach this ceiling however the Government may not

be able to make an award if the dollar amount set for this project is exceeded.

3.1.3 BASIS OF SEED TASK ORDER AWARD: After selecting the offerors who provided the best value proposal(s) for award of a base IDIQ MATOC through the tradeoff process, the SSA will use continue to use the tradeoff process to determine which offeror will receive award of the seed task order.

Section 00 72 00 - CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	OCT 2016
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2016
52.204-13	System for Award Management Maintenance	OCT 2016
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.210-1	Market Research	APR 2011
52.211-10	Commencement, Prosecution, and Completion of Work	APR 1984
52.211-13	Time Extensions	SEP 2000
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2017
52.215-2	Audit and Records--Negotiation	OCT 2010
52.216-27	Single or Multiple Awards	OCT 1995
52.217-5	Evaluation Of Options	JUL 1990
52.217-7	Option For Increased Quantity-Separately Priced Line Item	MAR 1989
52.222-50	Combating Trafficking in Persons	MAR 2015
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.228-3	Worker's Compensation Insurance (Defense Base Act)	JUL 2014
52.229-6	Taxes--Foreign Fixed-Price Contracts	FEB 2013
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 2014
52.232-16	Progress Payments	APR 2012
52.232-18	Availability Of Funds	APR 1984
52.232-27	Prompt Payment for Construction Contracts	JAN 2017
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984

52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.236-27	Site Visit (Construction)	FEB 1995
52.236-28	Preparation of Proposals--Construction	OCT 1997
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.244-6	Subcontracts for Commercial Items	NOV 2017
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.248-3	Value Engineering--Construction	OCT 2015
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.216-7006	Ordering	MAY 2011
252.225-7041	Correspondence in English	JUN 1997
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7001	Contract Drawings, and Specifications	AUG 2000
252.236-7008	Contract Prices-Bidding Schedules	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of Provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **Firmed Fixed Price** contract resulting from this solicitation.

(End of provision)

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$3,500.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

(1) Any order for a single item in excess of **\$3,000,000.00**;

(2) Any order for a combination of items in excess of **\$3,000,000.00**; or

(3) A series of orders from the same ordering office within _____ days that together call for quantities exceeding the limitation in paragraph (b) (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within _____ days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **Completion of last task order.**

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within **30 days of the POP expiration;** provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **45 calendar days** before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **five (5) years.**

(End of clause)

52.233-2 SERVICE OF PROTEST (SEP 2006)

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

CEPOA-CT (ATTN: TIMOTHY
CLAPP) PO BOX 6898
JBER, AK 99506-6898

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

(End of provision)

52.243-4 CHANGES (JUN 2007)

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes--

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the Government-furnished property or services; or
- (4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating

- (1) the date, circumstances, and source of the order and
- (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after

(1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general

nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(End of clause)

52.243-7 NOTIFICATION OF CHANGES (JAN 2017)

(a) Definitions.

"Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within _____ calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--
 - (i) What line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a

communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within _____ calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

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

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

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

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

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

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

(End of clause)

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DESIGN-BUILD CONTRACT ORDER OF PRECEDENCE (AUG 1997)

- (a) The contract includes the standard contract clauses and schedules current at the time of contract award. It entails (1) the solicitation in its entirety, including all drawings, cuts, and illustrations, and any amendments, and (2) the successful offeror's accepted proposal. The contract constitutes and defines the entire agreement between the Contractor and the Government. No documentation shall be omitted which in any way bears upon the terms of that agreement.
- (b) In the event of conflict or inconsistency between any of the provisions of this contract, precedence shall be given in the following order:
- (1) Betterments: Any portions of the accepted proposal which both conform to and exceed the provisions of the solicitation.
 - (2) The provisions of the solicitation.
 - (3) All other provisions of the accepted proposal.
 - (4) Any design products including, but not limited to, plans, specifications, engineering studies and analyses, shop drawings, equipment installation drawings, etc. These are "deliverables" under the contract and are not part of the contract itself. Design products must conform with all provisions of the contract, in the order of precedence herein.

RESPONSIBILITY OF THE CONTRACTOR FOR DESIGN (MAY 2002)

- (a) The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other non-construction services furnished by the Contractor under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiency in its designs, drawings, specifications, and other non-construction services and perform any necessary rework or

modifications, including any damage to real or personal property, resulting from the design error or omission.

(b) The standard of care for all design services performed under this agreement shall be the care and skill ordinarily used by members of the architectural or engineering professions practicing under similar conditions at the same time and locality. Notwithstanding the above, in the event that the contract specifies that portions of the Work be performed in accordance with a performance standard, the design services shall be performed so as to achieve such standards.

(c) Neither the Government's review, approval or acceptance of, nor payment for, the services required under this contract, shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract. The Contractor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Contractor's negligent performance of any of these services furnished under this contract.

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

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

WARRANTY OF DESIGN (MAY 2002)

(a) The Contractor warrants that the design shall be performed in accordance with the contract requirements. Design and design related construction not conforming to the Contract requirements shall be corrected at no additional cost to the Government. The standard of care for design is defined in paragraph (b) of special contract requirement 52.236-5004, Responsibility of the Contractor for Design.

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

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

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

DEVIATING FROM THE ACCEPTED DESIGN (JUN 2002)

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

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

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

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

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