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US Army Corps
of Engineers

Technical Instructions

Family Housing

Volume 2: Model Request for Proposals

Headquarters
U.S. Army Corps of Engineers
Directorate of Military Programs
Engineering and Construction Division
Washington, DC 20314-1000

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REQUEST FOR PROPOSALS
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NOTES

1. See additional tables of contents in each section for paragraph references. See the Technical Specifications table of contents for specification sections included in this solicitation/contract.

2. Drawings are provided as a separate package.

NOTES TO USACE ACTIVITY PREPARING SOLICITATION

1. Contracting guidance contained herein should not be used as a substitute for thorough knowledge of the current acquisition regulations. If a conflict arises between this guidance and the acquisition regulations, the acquisition regulations govern.

2. Local provisions and clauses may be substituted.

3. General Wage Decisions, although not specifically listed as an attachment to the Statement of Work must be included in the complete solicitation.

SECTION 00010
SOLICITATION, OFFER AND AWARD (STANDARD FORM 1442) AND PRICING SCHEDULE

SECTION 00010 Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	For the complete design and construction of [USACE Design District to complete for project being advertised] family housing units and supporting facilities at [USACE Design District to indication Installation and location] with a 120 day acceptance period.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	All construction work on the _____ New Family Housing units in Item 0001 within the 1524 [five (5) foot] line (includes all work inside of a line drawn at a perpendicular distance of five feet outside of the exterior face of foundation walls).	1.00	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	All construction work outside of the 1524 [five (5) foot] line, excluding Items 0001AC, 0001AD, and 0001AE.	1.00	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC		1.00	Lump Sum		

Design work for all items (construct new family housing units, and all other features required by the RFP)

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD		1.00	Lump Sum		

Demolition of existing housing units and associated site improvements. [USACE Design District to include this bid item only when demolition is included in the project.}

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE		1.00	Lump Sum		

Construction of recreation facilities complete, including all work incidental thereto as required by the statement of work.

NET AMT

3. NOTES.

a. The Army will procure this housing through a design and cost competition in accordance with the provisions set forth in this Request for Proposals (RFP). When a contract is awarded, it will be a "Firm Fixed Price Contract."

b. The Congress, in authorizing and funding this contract, has established certain cost limitations for the project. The current authorization for the complete design and construction of this project is [Dollars]. [This dollar figure is provided by HQUSACE by directive when authority to advertise and Code 6 are authorized.] Proposals that exceed this funding limit may be rejected. Submission of desirable alternative features exceeding minimum requirements may be considered as long as award can be made within the established funds for the total number of housing units included in the project.

c. Any proposal which is materially unbalanced as to prices for the Base Schedule may be rejected. An unbalanced proposal is one which is based on prices significantly less than the cost for some work and prices which are significantly overstated for other work and can also exist where only overpricing or under pricing exists. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

d. Failure to insert prices for each item in the Base Schedule and each item in the Additive Schedule may cause the proposal to be rejected.

e. The offeror agrees if he or she is awarded a contract under this RFP, which includes any additive items, that the Government reserves the right to reinstate any additive item(s) into the contract at any time up to 120 calendar days after notice to proceed, provided that such reinstatement would not alter the original determination of the successful offeror. If an additive item is reinstated in the contract, it is also agreed that the reinstated price will be the same as the schedule price.

SECTION 00100
INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS/OFFERORS

SECTION 00100
Bidding Schedule/Instructions to Bidders

Note: SPS and titled paragraphs provide example text. FAR and DFAR paragraphs are shown only for reference. All contractual information and requirements must be coordinated and produced through the PDT Contract Specialist. This TI is not meant to serve as contracting authority or direction.

PARAGRAPH	DESCRIPTION
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 99)
52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (NOV 1999)
52.222-23	NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)
52.225-12	NOTICE OF BUY AMERICAN ACT REQUIREMENT-- CONSTRUCTION MATERIALS (MAY 1997)
52.233-2	SERVICE OF PROTEST (AUG 1996)
52.225-13	NOTICE OF BUY AMERICAN ACT REQUIREMENT-- CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS ACT AND NORTH AMERICAN FREE TRADE AGREEMENT (MAY 1997) - ALTERNATE I (MAY 1997)
52.236-28	PREPARATION OF PROPOSALS--CONSTRUCTION (OCT 1997)
52.252-1	SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)
52.252-5	AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

BASIS OF AWARD

Below is sample wording, explaining the "Basis of Award" for a design-build contract. This sample describes the Best Value Trade-Off Approach. This information may also be included in Section 00120, "PROPOSAL EVALUATION CRITERIA."

If other than Best Value Trade-Off approach is utilized, the PDT contract specialist shall provide appropriate clauses to be included within the contract. PDT members shall closely coordinate the selection methodology utilized to be sure that all technical, proposal, and evaluation criteria are suitably formulated to suit the selected methodology. Two other possible methods for award are "Lowest Cost Technically Acceptable" or "Best Technical Solution". Design Districts are cautioned from using "Best Technical Solution" methodologies due to the extreme cost impact.

BASIS OF AWARD :

XX.1. The Government will award a firm fixed-price contract to that responsible Offeror whose proposal, conforming to the solicitation, is fair and reasonable, and has been determined to be most advantageous to the Government, quality (comprised of technical approach and performance capability factors), price and other factors considered. The rated technical evaluation criteria and price are considered approximately equal. As technical scores and relative advantages and disadvantages become less distinct, differences in price between proposals are of increased importance in determining the most advantageous proposal. Conversely, as differences in price become less distinct, differences in scoring and relative advantages and disadvantages between proposals are of increased importance to the determination.

XX.2. The Government reserves the right to accept other than the lowest priced offer. The right is also reserved to reject any and all offers. The basis of award will be a conforming offer, the price or cost of which may or may not be the lowest. If other than the lowest priced offer is accepted, that offer must be sufficiently more advantageous than the lowest priced offer to justify the payment of additional amounts.

XX.3. Offerors are reminded to include their best technical and price terms in their initial offer and not to automatically assume that they will have an opportunity to participate in discussions or be asked to submit a revised offer. The Government may make award of a conforming proposal without discussions, if deemed to be within the best interests of the Government."

SECTION 00110
PROPOSAL SUBMISSION REQUIREMENTS AND INSTRUCTIONS

SECTION 00110
PROPOSAL SUBMISSION REQUIREMENTS AND INSTRUCTIONS
[This version of Section 00110 shall be used with One-Step "Turn-Key" solicitations]

1.00 GENERAL PROPOSAL INFORMATION.

a. General. Inasmuch as the proposal will describe the capability of the offeror to perform any resultant contract, as well as describe the understanding of the requirement of the Statement of Work, it should be specific and complete in every detail. The proposal should be prepared simply and economically, providing straight-forward, concise delineation of capabilities to perform satisfactorily the contract being sought. The proposal should therefore be practical, legible, clear and coherent.

2.00 GENERAL PROPOSAL SUBMISSION INSTRUCTIONS

a. Who May Submit.

(1) Proposals may be submitted by: firms formally organized as design/build entities, or by design firms and construction contractors that have associated specifically for this project. In the latter case, a single design firm or construction contractor may offer more than one proposal by entering into more than one such association. For the purpose of this solicitation, no distinction is made between formally organized design/build entities and project-specific design/build associations. Both are referred to as the design/build offeror, (or simply "offeror"), or the design/build contractor, (or simply "Contractor"), after award of a contract.

(2) Any legally organized offeror may submit a proposal, provided that the offeror, or offeror's subcontractor, has on its permanent staff professional architects and engineers registered in the appropriate technical disciplines and provided that the requirements specified in the solicitation are met. All designs must be accomplished under the direct supervision of appropriately licensed professionals.

b. General Requirements.

(1) In order to effectively and equitably evaluate all proposals, the Contracting Officer must receive information sufficiently detailed to allow review and evaluation by the Government.

(2) Proposals must contain a sample project management and quality control plan, background information regarding the offerors' qualifications, example projects, and any required representations and certifications. Specific requirements are described below.

c. Size of Printed Matter Submissions.

(1) Written materials: Size A4 [or 8-1/2" x 11"] format.

(2) Drawing sheets: Use Size A1 [approximately 24" x 36"] for full size drawings which are not intended for reduction to half-size sets. Half size sheets size A2 [approximately 16" x 23"] are also acceptable.

(3) The proposals shall contain a detailed table of contents. If more than one binder is used, the complete table of contents shall be included in each. Any materials submitted but not required by this solicitation, (such as company brochures), shall be relegated to appendices.

d. Where to Submit. Offerors shall submit their proposal packages to the [USACE Design District] at the address shown in Block 8 of Standard Form 1442.

e. Submission Deadline. Proposals shall be received by the [USACE Design District] no later than the time and date specified in Block 13 of Standard Form 1442.

f. Proposal Requirements and Submission Format. The proposals sought by this solicitation shall be arranged to present information in three general areas, Offeror Performance Capability, Offeror Technical Solution, and the Contractual/Financial Information.

3.00 OFFEROR PERFORMANCE CAPABILITY INFORMATION PROPOSAL SUBMISSION INSTRUCTIONS:

(1) Provide an original and four copies of all Offeror Performance Capability Information as identified below.

(2) Offeror Relative Experience. Provide examples (at least three) of projects for which the offeror has been responsible. The examples should be as similar as possible to this solicitation in project type and scope. Provide references (with contract names and telephone numbers) for all examples cited. Each example shall indicate the general character, scope, location, cost, and date of completion of the project. If the offeror represents the combining of two or more companies for the purpose of this RFP, each company shall list project examples. Example projects must have been completed not later than three years from the date of the solicitation.

(3) Offeror Past Performance Information. At the end of this paragraph is included the sample Past Performance Evaluation Questionnaire. The offeror shall identify the three in-progress or completed projects to be used for reference and evaluation purposes. Provide a questionnaire to the Point of Contact for each project listed for completion. When completed, these forms shall be [mailed] [faxed] [e-mailed] to the [USACE Design District] Contract Specialist identified in the sample transmittal letter provided. Failure of a reference verification to arrive at the [USACE Design District] within the identified time period shall adversely affect the overall rating received. It is the contractor's responsibility to ensure that the reference documentation is provided, the Government WILL NOT make additional requests for past performance information or references. Copies of the evaluation form SHALL NOT be provided to the Offeror from the reference. Projects from which questionnaires are received shall have been completed within three years of the date of the solicitation.

(4) Project Key Personnel. Provide the names, resumes, and levels of responsibility of the principal managers and technical personnel who will be directly responsible for the day-to-day design and construction activities. Include, as a minimum, the project manager; the project architect; the engineers responsible for civil, electrical, mechanical and structural design; the quality control manager; and the construction manager. Indicate whether each individual has had a significant part in any of the project examples cited. If reassignment of personnel is considered possible, provide the names and resumes of the alternative professionals in each assignment. Project key personnel shall include the key construction subcontractors and the extent of their role with respect to the design phases of this project. Key subcontractors shall include, but are not limited to: Structural Ironworkers, Masonry Works, Electrical, Mechanical, and Site Development subcontractors.

(5) Technical Approach Narrative. Describe in general terms how the Offeror will approach the design and construction of these facilities. The narrative should include considerations of "Fast Track" construction whereby preliminary site construction activities can begin prior to 100% completion of the design documents. The roles and responsibilities of the various sub-contractors for both design and construction shall also be addressed. Include in the narrative the offeror's proposed processes for handling field problems and assuring Designer of Record involvement throughout the construction period. Technical Approach Narrative shall be limited to a maximum of five (5) typewritten pages.

(6) Project Management Plans and Schedules. The offeror shall provide a Management Plan. This is an overall plan showing how the offeror will control the job. The term "management plan" is defined as a plan that includes the following subplans: Subcontracting Plan, Quality Control Plan; integrated Design and Construction Schedule with all "Fast Tracking" areas clearly identified, and Contract Closeout Plan. The offeror shall also submit a rationale explaining how the schedules will be achieved. The schedule for design and construction shall be task oriented, indicating dates by which milestones are to be achieved. The offeror may use a critical path or other method of his/her choice; however, the schedules shall be

graphically represented. A Closeout Plan shall be furnished in a brief structured time scale schedule reflecting the planned activities during the final 90 days of the contract activity. Items to be included are as follows:

CLOSEOUT PLAN

Testing of equipment and systems with schedules and reports.
Equipment instruction and training schedules.
O&M Manuals transfer.
As-built drawings transfer.
Transfer procedures and schedules.
Pre-final inspection procedures and correction of deficiencies.
Warranty data submission and planned implementation.
Cleanup of administrative deficiencies.
Move off site.

(a) Sample Quality Control Plan. The Quality Control Plan is part of the Management Plan. The alliance of the project designer and builder on a project such as this naturally removes one commonly used method of quality control; that is, the usual reliance on the owner or the design consultant for monitoring construction quality. Although the Government will provide an on-site representative during construction, offerors are expected to develop a formal program of monitoring to ensure a high level of construction quality. Offerors shall submit Quality Control Plans that respond to the minimum requirements of Technical Specifications Section 01451 (furnished with this RFP package) entitled "Contractor Quality Control Design/Build." The offeror's program shall include the following characteristics:

CONTRACTOR QUALITY CONTROL REQUIREMENTS

A clear identification of the personnel responsible for quality control and a clear policy establishing their authority. The quality control group shall be separate and apart from (not the same) the people that are doing the construction. This quality control group shall report to the Contractor's management at a level no lower than a vice president of the company.
A specific description of the tasks and functions of the quality control personnel.
A specific policy establishing schedules for the performance of quality control tasks.
A policy for reporting quality control findings to the Contracting Officer.
A procedure whereby the Contracting Officer may resolve disputes that have not received satisfactory responses from the first levels of quality control personnel.
The names of testing laboratories to be used and the procedures for test data reporting.
A plan for material storage and protection.
The plan for review, evaluation, and Offeror Quality Control of the Design Submittals prior to Government receipt.

CONTRACTOR QUALITY CONTROL REQUIREMENTS

The plan for review of submittals and extensions of design. Of particular interest is the role of the Designer of Record in all design and construction progress.
Procedures for involving Key Subcontractors in the design development.
Procedures for successful integration of the Offeror's Quality Control Program with the Government's Quality Assurance Program.

(b) Subcontracting Plan: All large businesses are required to submit a subcontracting plan. For guidance in preparing an acceptable plan refer to the Army's Subcontracting Plan Evaluation Guide (Army Federal Acquisition Regulation Supplement Appendix CC) at http://acqnet.sarda.army.mil/afar/apcc.htm. For information in preparing the subcontracting plan the [Design District] required subcontracting goals are as follows:

[Insert Value]% of planned subcontracting dollars placed with small business concerns
[Insert Value]% of planned subcontracting dollars placed with small disadvantaged business concerns
[Insert Value]% of planned subcontracting dollars placed with women owned small business concerns

SAMPLE TRANSMITTAL LETTER
AND
PAST PERFORMANCE EVALUATION QUESTIONNAIRE

Date: _____

To: _____
_____
_____

We have listed your firm as a reference for work we have performed for you as listed below. Our firm has submitted a proposal under a project advertised by the U.S. Army Corps of Engineers, [DESIGN} City District. In accordance with Federal Acquisition Regulations (FAR), an evaluation of our firm's past performance will be completed by the Corps of Engineers. Your candid response to the attached questionnaire will assist the evaluation team in this process.

We understand that you have a busy schedule and your participation in this evaluation is greatly appreciated. Please complete the enclosed questionnaire as thoroughly as possible. Space is provided for comments. Understand that while the responses to this questionnaire may be released to the offeror, FAR 15.306 (e)(4) prohibits the release of the names of the persons providing the responses. Complete confidentiality will be maintained. Furthermore, a questionnaire has also been sent to _____ of your organization. Only one response from each office is required. If at all possible, we suggest that you individually answer this questionnaire and then coordinate your responses with that of _____, to forge
a consensus on one overall response from your organization.

Please send your completed questionnaire to the following address:

U.S. Army Engineer District, {_____]
ATTN:
ADDRESS

The questionnaires can also be faxed to [Design District Contract Specialist]
If you have questions regarding the attached questionnaire, or require assistance, please contact [Design District Contract Specialist] at [Phone Number]. Thank you for your assistance.

PAST PERFORMANCE EVALUATION QUESTIONNAIRE

Upon completion of this form, please send directly to the U.S. Army Corps of Engineers in the enclosed addressed envelope or fax [or e-mail] to [FAX NUMBER], ATTN: [Contract Specialist]. Do not return this form to our offices. Thank you.

1. Contractor/Name & Address (City and State):

2. Type of Contract: Fixed Price _____ Cost Reimbursement _____
Other (Specify) _____

3. Title of Project/Contract Number:
_____
_____
_____

4. Description of Work: (Attach additional pages as necessary)

5. Complexity of Work: High _____ Mid _____ Routine _____

6. Location of Work:_____

7. Date of Award: _____

8. Status: Active _____ (provide percent complete)
Complete _____ (provide completion date)

9. Name, address and telephone number of Contracting Officer's Technical Representative:

QUALITY OF PRODUCT/SERVICE:

10. Evaluate the contractor's performance in complying with contract requirements, quality achieved and overall technical expertise demonstrated.

Excellent Quality	
Above Average Quality	
Average Quality	
Below Average Quality	
Unsuccessful or Experienced Significant Quality Problems	

Remarks:
_____
_____
_____
_____

11. To what extent were the contractor's reports and documentation accurate, complete and submitted in a timely manner?

Excellent Quality	
Above Average Quality	
Average Quality	
Below Average Quality	
Unsuccessful or Experienced Significant Quality Problems	

Remarks: _____
_____
_____
_____

12. To what extent was the contractor able to solve contract performance problems without extensive guidance from government/owner counterparts?

Excellent	
Above Average	
Average	
Below Average	
Unsuccessful	

Remarks:

_____
_____
_____
_____

13. How well did the contractor manage and coordinate subcontractors, suppliers, and the labor force?

Excellent	
Above Average	
Average	
Below Average	
Unsuccessful	

Remarks:

_____
_____
_____

CUSTOMER SATISFACTION:

14. To what extent were the end users satisfied with:

	Quality?	Cost?	Schedule?
Exceptionally Satisfied			
Highly Satisfied			
Satisfied			
Somewhat Dissatisfied			
Highly Dissatisfied			

Remarks:
_____
_____
_____
_____

15. If given the opportunity, would you work with this contractor again?

Yes _____ No _____ Not Sure _____

TIMELINESS OF PERFORMANCE:

16. To what extent did the contractor meet the task order schedules?

Completed Substantially Ahead of Schedule	
Completed on Schedule with no Time Delays	
Completed on Schedule with Minor Delays Under Extenuating Circumstances	
Experienced Significant Delays without Justification	

Remarks: _____
_____
_____
_____

OTHER REMARKS:

23. Use the space below to provide other information related to the contractor's performance. This may include the contractor's selection and management of subcontractors, flexibility in dealing with contract challenges, their overall concern for the Government's interest (if applicable), project awards received, etc.

_____
_____
_____
_____
_____
_____
_____
_____

4.00 TECHNICAL PROPOSAL SUBMISSION INSTRUCTIONS

a. General Requirements.

(1) Title Page, including the title of the solicitation, solicitation number, [offeror number (Where used) or name], and date of the submittal.

(2) The proposals shall contain a detailed table of contents. If more than one binder is used, the complete table of contents shall be included in each. Any materials submitted but not required by this solicitation, (such as company brochures), shall be relegated to appendices.

(3) Compliance Statement: The offeror is required to certify that all items submitted in the technical proposal comply with the RFP requirements and any differences, deviations or exceptions must be stated and explained. Offerors are required to complete the statement and submit it with their technical proposal. Even if there are no differences, deviations or exceptions, the offeror must submit the Compliance Statement and state that none exist.

Statement of Compliance:

This proposer hereby certifies that all items submitted in this proposal and final design documents (after contract award) comply with the solicitation requirements. The criteria specified in Solicitation No. [Insert Solicitation Number] are binding contract criteria and in case of any conflict after award, between [Insert Solicitation Number] and the contractor's proposal, the solicitation criteria shall govern unless there is a written and signed agreement between the contractor and the Government waiving a specific requirement. Should this proposal result in the award of a contract, this statement will be included on each sheet of drawings and on the cover of the specifications.

b. Exceptions to the contractual terms and conditions of the solicitation (e.g., standard company terms and conditions) must not be included in the proposal.

c. The technical proposal shall not include any cost information. The technical and cost proposals shall be submitted as separate documents.

h. Technical Proposal Requirements and Submission Format. The proposals sought by this solicitation shall contain the categories of submittal information as follows:

(1) Design-Technical. This information shall be submitted in separate three-ring binders labeled "Design-Technical Information." This category consists of design documents, drawings, sketches, outline specifications, design analysis, catalog cuts, and other information. Provide four (4) copies of the drawings (size A1); or four (4) copies of half size drawings (size A2) with a minimum of one full size set; 1 set of color boards; and four (4) copies of catalog cuts and other technical data. The drawings shall be bound.

i. Technical Data Requirements for Proposal Submission. The following technical data shall be submitted as part of the formal proposal. Proposals shall include graphic description of the design included in the basic proposal clearly indicated as such. All alternate designs shall be graphically described on separate drawings from the basic proposal. Offerors are advised that the required data listed below will be utilized for technical review and evaluation and used for determination of a "Quality Rating" by a Technical Evaluation Team. Materials indicated in the design/construction criteria, but not indicated in the offeror's specifications, will be assumed to be included and a part of the proposal.

(1) Design drawings. Provide an index of drawings. If required drawings are common for more than one type of building, indicate so on the drawing. Do not provide foundation plans or structural, civil, plumbing, mechanical, or electrical details. The proposal design drawings shall provide the information as indicated in the following tables:

SITE DESIGN

Drawing Type / Scale	Show This Information
Area Site Development Plan 1:1000 [1"=80'] Note[1,2]	Spatial and functional arrangement of all family housing requirements Adjacent land uses and historical or environmental conditions Project Boundaries Existing Contours Proposed contours at 1 m intervals [3']. Drainage and water retention ponds (if utilized) Vehicular and pedestrian circulation Housing types to include patios and fencing Children's outdoor play areas
Typical Cluster Plans 1:500 [1"=40'] Note[1,2]	Solar orientation of each housing unit or cluster Vehicular and pedestrian circulation Spacing between housing units Utilities and utility entrance into housing unit walls Children's play lots
Demolition Plan 1:500 [1"=40']	All site amenities, structures, or features to be removed or retained.
Typical Landscape Planting Plans 1:250 [1"=20']	Botanical/Common Names of plants used, size, and quantity of trees, shrubs, ground covers, related notes, and planting details.
Utility Plan 1:500 [1"=80']	All site utility requirements. Site lighting. Primary cable routing (new and existing). Pad-mounted transformers and service laterals. Cable television and telephone routing.
Off-Site Electrical Plan 1:5000 [1"=400'] Scale as required (If applicable)	Location of primary supply point of take-off. Existing electrical lines, both overhead and underground, properly identified. New construction tie-in to on-site electrical distribution system.

Note[1]: Drawings shall be dimensioned to show building separations, set back, etc.
Note[2]: Metric Scales are preferred, however, inch pound scales may continue to be used if they enhance competition.

HOUSING UNIT DESIGN

Drawing Type / Scale	Show This Information
Floor Plans 1:50 [1/4" = 1'-0"] (For each dwelling unit type)	Overall dimensions. Room description with dimensions and areas. Appliances (including occupant-owned washer and dryer). Plumbing fixtures and vanities. Kitchen layout. Door swings. Garage features. Patio. Exterior bulk storage. Service (trash) area. Furnace and hot water heater location. Calculated gross and net floor areas.
Typical Exterior Elevations 1:50 [1/4"=1'-0"]	Show all sides.
Details Scale as required.	Special Features
Finish Schedule	All rooms.

Note: Metric Scales are preferred, however, inch pound scales may continue to be used if they enhance competition.

(2) Specifications. Provide outline specifications, indicating the quality of materials, construction, finishes, fixtures, and equipment for the applicable items. Special attention should be given to the identification and specification of energy conservation features included in the proposal, particularly those which exceed the minimum requirements of the Statement of Work. Submit as part of the Design-Technical Information.

(3) Equipment Schedule. Equipment schedule shall indicate proposed type of equipment, size or capacities, manufacturer, and model number. Furnish manufacturer's catalog data on equipment and fixtures for all features of the facilities, this shall include appliances, electrical equipment and lighting, mechanical heating and cooling equipment, domestic water system equipment, as well as catalog information on the finishes and architectural specialties and exterior finish materials. Originals of manufacturer's catalog should be submitted in lieu of reproducibles to ensure legible data. Submit as part of the Design-Technical Information.

(4) Color Boards. Coordinated interior and exterior color schemes. For proposal evaluation provide one copy of the scheme complete with samples and/or chips of the colors, materials, textures, and finishes.

(5) Life Safety Analysis. The proposal shall include a Life Safety Analysis which clearly demonstrates that the proposal meets or exceeds all requirements of the Statement of Work and reference standards with respect to Life Safety and Fire Protection. [Design District edit as applicable]

(6) Evaluation Factors/Proposal Contents Listing. A spreadsheet or table consisting of all the evaluation categories and sub-categories listed in Section 0120 for technical proposal evaluation and specific

reference to where in the proposal documents those requirements are addressed or indicated. Submit as part of the Design-Technical Information.

4.00 CONTRACTUAL/FINANCIAL PROPOSAL SUBMISSION INSTRUCTIONS

a. Pro Forma requirements. This information should be submitted in an envelope labeled "Pro Forma Requirements." This category consists of representations and certifications, subcontracting plan, proposal bonds, and completed Standard Form 1442. Provide original and one (1) copy.

b. Price Proposal Information. Offeror shall complete all portions of the Price Proposal Schedule and furnish in a separate envelope in original and two copies.

5.00 RESTRICTIONS

a. Incomplete proposals. Failure to submit all the data indicated in this section may be cause for determining a proposal incomplete and, therefore, not considered for technical evaluation in Phase 2, or for subsequent award.

SECTION 00110
PROPOSAL SUBMISSION REQUIREMENTS AND INSTRUCTIONS
[This version of Section 00110 shall be used with Two-Phase solicitations]

1.00 GENERAL PROPOSAL INFORMATION.

a. General. Inasmuch as the proposal will describe the capability of the offeror to perform any resultant contract, as well as describe the understanding of the requirement of the Statement of Work, it should be specific and complete in every detail. The proposal should be prepared simply and economically, providing straight-forward, concise delineation of capabilities to perform satisfactorily the contract being sought. The proposal should therefore be practical, legible, clear and coherent.

b. Proposal Submissions and the Two (2) Phase Design-Build Process. This process requires potential contractors to submit their performance and capability information initially for review and consideration by the Government. Following the review, evaluation, and rating of these proposals, the Government will select up to five of the highest rated contractors to receive the technical requirements package and provide a technical and cost proposal for consideration by the Government. For these five (5) selected contractors, their technical and cost proposals will be reviewed by the Government. The technical information contained in this Phase 2 proposal will be review, evaluated, and scored by Government staff in direct response to the evaluation criteria set forth in Section 00120 – PROPOSAL EVALUATION CRITERIA. The final evaluation rating used for comparison, selection, and award will reflect both the rating received in Phase 1 and the evaluation rating received in Phase 2. Cost information will not be rated in either phase but will be evaluated in response to the funding limitations set forth in Section 00010 – PRICE PROPOSAL SCHEDULE. The proposal process for this two (2) phase procurement consists of the following individual pieces:

PHASE 1 PROPOSAL

- Pro Forma Information
- Offeror Relevant Experience (Example Projects)
- Offeror Past Performance Information (Completed Projects Customer Surveys)
- Offeror Project Key Personnel
- Technical Approach Narrative
- Other Information (Any additional information – background provided by the proposer)

PHASE 2 PROPOSAL

- Pro Forma Information
- Completed Price Proposal Information
- Technical Proposal Information
- Project Management Plans and Schedules
- Other Information (Any additional information – background provided by the proposer)

NOTE: FOR ALL THOSE CONTRACTORS WHO COMPETE IN BOTH PHASE 1 AND PHASE 2, THE CONTRACTOR'S PROPOSAL SHALL BE DEFINED AS: ALL INFORMATION WHICH WAS SUBMITTED IN RESPONSE TO THE REQUIREMENTS OF BOTH PHASES OF THE SOLICITATION.

2.00 PHASE 1 PROPOSAL SUBMISSION INSTRUCTIONS

a. Who May Submit.

(1) Proposals may be submitted by: firms formally organized as design/build entities, or by design firms and construction contractors that have associated specifically for this project. In the latter case, a single

design firm or construction contractor may offer more than one proposal by entering into more than one such association. For the purpose of this solicitation, no distinction is made between formally organized design/build entities and project-specific design/build associations. Both are referred to as the design/build offeror, (or simply "offeror"), or the design/build contractor, (or simply "Contractor"), after award of a contract.

(2) Any legally organized offeror may submit a proposal, provided that the offeror, or offeror's subcontractor, has on its permanent staff professional architects and engineers registered in the appropriate technical disciplines and provided that the requirements specified in the solicitation are met. All designs must be accomplished under the direct supervision of appropriately licensed professionals.

b. General Requirements.

(1) In order to effectively and equitably evaluate all proposals, the Contracting Officer must receive information sufficiently detailed to allow review and evaluation by the Government.

(2) Proposals must contain a sample project management and quality control plan, background information regarding the offerors' qualifications, example projects, and any required representations and certifications. Specific requirements are described below.

c. Size of Printed Matter Submissions.

(2) Written materials: Size A4 [or 8-1/2" x 11"] format.

(2) The proposals shall contain a detailed table of contents. If more than one binder is used, the complete table of contents shall be included in each. Any materials submitted but not required by this solicitation, (such as company brochures), shall be relegated to appendices.

d. Where to Submit. Offerors shall submit their proposal packages to the [USACE Design District] at the address shown in Block 8 of Standard Form 1442.

e. Submission Deadline. Proposals shall be received by the [USACE Design District] no later than the time and date specified in Block 13 of Standard Form 1442.

f. Proposal Requirements and Submission Format. The proposals sought by this solicitation shall contain the categories of submittal information as follows:

(1) Provide an original and four (4) copies of all materials required for Phase I submission.

(2) Offeror Relative Experience. Provide examples (at least three) of projects for which the offeror has been responsible. The examples should be as similar as possible to this solicitation in project type and scope. Provide references (with contract names and telephone numbers) for all examples cited. Each example shall indicate the general character, scope, location, cost, and date of completion of the project. If the offeror represents the combining of two or more companies for the purpose of this RFP, each company shall list project examples. Example projects must have been completed not later than three years from the date of the solicitation.

(3) Offeror Past Performance Information. At the end of this paragraph is included the sample Past Performance Evaluation Questionnaire. The offeror shall identify the three in-progress or completed projects to be used for reference and evaluation purposes. Provide a questionnaire to the Point of Contact for each project listed for completion. When completed, these forms shall be [mailed] [faxed] [e-mailed] to the [USACE Design District] Contract Specialist identified in the sample transmittal letter provided. Failure of a reference verification to arrive at the [USACE Design District] within the identified time period shall adversely affect the overall rating received in Phase 1 of this project. It is the contractor’s responsibility to ensure that the reference documentation is provided, the Government WILL NOT make additional requests for past performance information or references. Copies of the evaluation

form SHALL NOT be provided to the Offeror from the reference. Projects from which questionnaires are received shall have been completed within three years of the date of the solicitation.

(4) Project Key Personnel. Provide the names, resumes, and levels of responsibility of the principal managers and technical personnel who will be directly responsible for the day-to-day design and construction activities. Include, as a minimum, the project manager; the project architect; the engineers responsible for civil, electrical, mechanical and structural design; the quality control manager; and the construction manager. Indicate whether each individual has had a significant part in any of the project examples cited. If reassignment of personnel is considered possible, provide the names and resumes of the alternative professionals in each assignment. Project key personnel shall include the key construction subcontractors and the extent of their role with respect to the design phases of this project. Key subcontractors shall include, but are not limited to: Structural Ironworkers, Masonry Works, Electrical, Mechanical, and Site Development subcontractors.

(5) Technical Approach Narrative. Describe in general terms how the Offeror will approach the design and construction of these facilities. The narrative should include considerations of “Fast Track” construction whereby preliminary site construction activities can begin prior to 100% completion of the design documents. The roles and responsibilities of the various sub-contractors for both design and construction shall also be addressed. Include in the narrative the offeror’s proposed processes for handling field problems and assuring Designer of Record involvement throughout the construction period. Technical Approach Narrative shall be limited to a maximum of five (5) typewritten pages.

(6) No cost information shall be included in the Phase 1 proposal package.

SAMPLE TRANSMITTAL LETTER
AND
PAST PERFORMANCE EVALUATION QUESTIONNAIRE

Date: _____

To: _____
_____
_____

We have listed your firm as a reference for work we have performed for you as listed below. Our firm has submitted a proposal under a project advertised by the U.S. Army Corps of Engineers, [DESIGN} City District. In accordance with Federal Acquisition Regulations (FAR), an evaluation of our firm's past performance will be completed by the Corps of Engineers. Your candid response to the attached questionnaire will assist the evaluation team in this process.

We understand that you have a busy schedule and your participation in this evaluation is greatly appreciated. Please complete the enclosed questionnaire as thoroughly as possible. Space is provided for comments. Understand that while the responses to this questionnaire may be released to the offeror, FAR 15.306 (e)(4) prohibits the release of the names of the persons providing the responses. Complete confidentiality will be maintained. Furthermore, a questionnaire has also been sent to _____ of your organization. Only one response from each office is required. If at all possible, we suggest that you individually answer this questionnaire and then coordinate your responses with that of _____, to forge
a consensus on one overall response from your organization.

Please send your completed questionnaire to the following address:

U.S. Army Engineer District, {_____]
ATTN:
ADDRESS

The questionnaires can also be faxed to [Design District Contract Specialist]
If you have questions regarding the attached questionnaire, or require assistance, please contact [Design District Contract Specialist] at [Phone Number]. Thank you for your assistance.

PAST PERFORMANCE EVALUATION QUESTIONNAIRE

Upon completion of this form, please send directly to the U.S. Army Corps of Engineers in the enclosed addressed envelope or fax [or e-mail] to [FAX NUMBER], ATTN: [Contract Specialist]. Do not return this form to our offices. Thank you.

1. Contractor/Name & Address (City and State):

2. Type of Contract: Fixed Price _____ Cost Reimbursement _____
Other (Specify) _____

3. Title of Project/Contract Number:
_____
_____
_____

4. Description of Work: (Attach additional pages as necessary)

5. Complexity of Work: High _____ Mid _____ Routine _____

6. Location of Work:_____

7. Date of Award: _____

8. Status: Active _____ (provide percent complete)
Complete _____ (provide completion date)

9. Name, address and telephone number of Contracting Officer's Technical Representative:

QUALITY OF PRODUCT/SERVICE:

10. Evaluate the contractor's performance in complying with contract requirements, quality achieved and overall technical expertise demonstrated.

Excellent Quality	
Above Average Quality	
Average Quality	
Below Average Quality	
Unsuccessful or Experienced Significant Quality Problems	

Remarks:
_____
_____
_____
_____

11. To what extent were the contractor's reports and documentation accurate, complete and submitted in a timely manner?

Excellent Quality	
Above Average Quality	
Average Quality	
Below Average Quality	
Unsuccessful or Experienced Significant Quality Problems	

Remarks: _____
_____
_____
_____

12. To what extent was the contractor able to solve contract performance problems without extensive guidance from government/owner counterparts?

Excellent	
Above Average	
Average	
Below Average	
Unsuccessful	

Remarks:

_____
_____
_____
_____

13. How well did the contractor manage and coordinate subcontractors, suppliers, and the labor force?

Excellent	
Above Average	
Average	
Below Average	
Unsuccessful	

Remarks:

_____
_____
_____

CUSTOMER SATISFACTION:

14. To what extent were the end users satisfied with:

	Quality?	Cost?	Schedule?
Exceptionally Satisfied			
Highly Satisfied			
Satisfied			
Somewhat Dissatisfied			
Highly Dissatisfied			

Remarks:
_____
_____
_____
_____

15. If given the opportunity, would you work with this contractor again?

Yes _____ No _____ Not Sure _____

TIMELINESS OF PERFORMANCE:

16. To what extent did the contractor meet the task order schedules?

Completed Substantially Ahead of Schedule	
Completed on Schedule with no Time Delays	
Completed on Schedule with Minor Delays Under Extenuating Circumstances	
Experienced Significant Delays without Justification	

Remarks: _____
_____
_____
_____

OTHER REMARKS:

23. Use the space below to provide other information related to the contractor's performance. This may include the contractor's selection and management of subcontractors, flexibility in dealing with contract challenges, their overall concern for the Government's interest (if applicable), project awards received, etc.

_____
_____
_____
_____
_____
_____
_____
_____

3.00 PHASE 2 PROPOSAL SUBMISSION INSTRUCTIONS

a. Who May Submit.

(1) Proposals may be submitted by the offerors who receive written notification from the [USACE Design District] Contracting Officer that their firm has been selected to participate in Phase 2 of this solicitation. No more than five offerors will compete in Phase 2 under typical circumstances. If more than five (5) offerors are involved in Phase 2 of this solicitation, each offeror will be informed of the total number of offerors invited to participate. No offeror identifications will be made without the written consent of all the offerors to release that information.

b. General Requirements.

(1) In order to effectively and equitably evaluate all proposals, the Contracting Officer must receive information sufficiently detailed to clearly indicate the materials, equipment, methods, functions, and schedules proposed.

(2) In addition to the design documents addressed below, proposals must contain financial terms, management information, schedules for design and construction, and the representations and certifications. Specific requirements are described below.

(3) Title Page, including the title of the solicitation, solicitation number, [offeror number (Where used) or name], and date of the submittal.

(4) The proposals shall contain a detailed table of contents. If more than one binder is used, the complete table of contents shall be included in each. Any materials submitted but not required by this solicitation, (such as company brochures), shall be relegated to appendices.

(5) Compliance Statement: The offeror is required to certify that all items submitted in the technical proposal comply with the RFP requirements and any differences, deviations or exceptions must be stated and explained. Offerors are required to complete the statement and submit it with their technical proposal. Even if there are no differences, deviations or exceptions, the offeror must submit the Compliance Statement and state that none exist.

Statement of Compliance:

This proposer hereby certifies that all items submitted in this proposal and final design documents (after contract award) comply with the solicitation requirements. The criteria specified in Solicitation No. [Insert Solicitation Number] are binding contract criteria and in case of any conflict after award, between [Insert Solicitation Number] and the contractor's proposal, the solicitation criteria shall govern unless there is a written and signed agreement between the contractor and the Government waiving a specific requirement. Should this proposal result in the award of a contract, this statement will be included on each sheet of drawings and on the cover of the specifications.

c. Exceptions to the contractual terms and conditions of the solicitation (e.g., standard company terms and conditions) must not be included in the proposal.

d. The technical proposal shall not include any cost information. The technical and cost proposals shall be submitted as two separate documents.

e. Size of Printed Matter Submissions.

(1) Written materials: Size A4 [or 8-1/2" x 11"] format.

(2) Drawing sheets: Use Size A1 [approximately 24" x 36"] for full size drawings which are not intended for reduction to half-size sets. Half size sheets size A2 [approximately 16" x 23"] are also acceptable.

f. Where to Submit. Offerors shall submit their proposal packages to the [USACE Design District] at the address indicated.

g. Submission Deadline. Proposals shall be received by the [USACE Design District] no later than the time and date specified.

h. Proposal Requirements and Submission Format. The proposals sought by this solicitation shall contain the categories of submittal information as follows:

(1) Pro Forma requirements. This information should be submitted in an envelope labeled "Pro Forma Requirements." This category consists of representations and certifications, subcontracting plan, proposal bonds, and completed Standard Form 1442. Provide original and one (1) copy.

(2) Price Proposal Information. Offeror shall complete all portions of the Price Proposal Schedule and furnish in a separate envelope in original and two copies.

(3) Design-Technical. This information shall be submitted in separate three-ring binders labeled "Design-Technical Information." This category consists of design documents, drawings, sketches, outline specifications, design analysis, catalog cuts, and other information. Provide four (4) copies of the drawings (size A1); or four (4) copies of half size drawings (size A2) with a minimum of one full size set; 1 set of color boards; and four (4) copies of catalog cuts and other technical data. The drawings shall be bound.

(4) Project Management Plans and Schedules. The offeror shall provide a Management Plan. This is an overall plan showing how the offeror will control the job. The term "management plan" is defined as a plan that includes the following subplans: Subcontracting Plan, Quality Control Plan; integrated Design and Construction Schedule with all “Fast Tracking” areas clearly identified, and Contract Closeout Plan. The offeror shall also submit a rationale explaining how the schedules will be achieved. The schedule for design and construction shall be task oriented, indicating dates by which milestones are to be achieved. The offeror may use a critical path or other method of his/her choice; however, the schedules shall be graphically represented. A Closeout Plan shall be furnished in a brief structured time scale schedule reflecting the planned activities during the final 90 days of the contract activity. Items to be included are as follows:

CLOSEOUT PLAN

Testing of equipment and systems with schedules and reports.
Equipment instruction and training schedules.
O&M Manuals transfer.
As-built drawings transfer.
Transfer procedures and schedules.
Pre-final inspection procedures and correction of deficiencies.
Warranty data submission and planned implementation.
Cleanup of administrative deficiencies.
Move off site.

(a) Sample Quality Control Plan. The Quality Control Plan is part of the Management Plan. The alliance of the project designer and builder on a project such as this naturally removes one commonly used

method of quality control; that is, the usual reliance on the owner or the design consultant for monitoring construction quality. Although the Government will provide an on-site representative during construction, offerors are expected to develop a formal program of monitoring to ensure a high level of construction quality. Offerors shall submit Quality Control Plans that respond to the minimum requirements of Technical Specifications Section 01451 (furnished with this RFP package) entitled "Contractor Quality Control Design/Build." The offeror's program shall include the following characteristics:

CONTRACTOR QUALITY CONTROL REQUIREMENTS

A clear identification of the personnel responsible for quality control and a clear policy establishing their authority. The quality control group shall be separate and apart from (not the same) the people that are doing the construction. This quality control group shall report to the Contractor's management at a level no lower than a vice president of the company.
A specific description of the tasks and functions of the quality control personnel.
A specific policy establishing schedules for the performance of quality control tasks.
A policy for reporting quality control findings to the Contracting Officer.
A procedure whereby the Contracting Officer may resolve disputes that have not received satisfactory responses from the first levels of quality control personnel.
The names of testing laboratories to be used and the procedures for test data reporting.
A plan for material storage and protection.
The plan for review, evaluation, and Offeror Quality Control of the Design Submittals prior to Government receipt.
The plan for review of submittals and extensions of design. Of particular interest is the role of the Designer of Record in all design and construction progress.
Procedures for involving Key Subcontractors in the design development.
Procedures for successful integration of the Offeror’s Quality Control Program with the Government’s Quality Assurance Program.

(b) Subcontracting Plan: All large businesses are required to submit a subcontracting plan with their Phase 2 proposal. For guidance in preparing an acceptable plan refer to the Army’s Subcontracting Plan Evaluation Guide (Army Federal Acquisition Regulation Supplement Appendix CC) at http://acqnet.sarda.army.mil/afar/apcc.htm. For information in preparing the subcontracting plan the [Design District] required subcontracting goals are as follows:

[Insert Value]% of planned subcontracting dollars placed with small business concerns
[Insert Value]% of planned subcontracting dollars placed with small disadvantaged business concerns
[Insert Value]% of planned subcontracting dollars placed with women owned small business concerns

i. Technical Data Requirements for Proposal Submission. The following technical data shall be submitted as part of the formal proposal. Proposals shall include graphic description of the design included in the basic proposal clearly indicated as such. All alternate designs shall be graphically

described on separate drawings from the basic proposal. Offerors are advised that the required data listed below will be utilized for technical review and evaluation and used for determination of a "Quality Rating" by a Technical Evaluation Team. Materials indicated in the design/construction criteria, but not indicated in the offeror's specifications, will be assumed to be included and a part of the proposal.

(1) Design drawings. Provide an index of drawings. If required drawings are common for more than one type of building, indicate so on the drawing. Do not provide foundation plans or structural, civil, plumbing, mechanical, or electrical details. The proposal design drawings shall provide the information as indicated in the following tables:

SITE DESIGN

Drawing Type / Scale	Show This Information
Area Site Development Plan 1:1000 [1"=80'] Note[1,2]	Spatial and functional arrangement of all family housing requirements Adjacent land uses and historical or environmental conditions Project Boundaries Existing Contours Proposed contours at 1 m intervals [3']. Drainage and water retention ponds (if utilized) Vehicular and pedestrian circulation Housing types to include patios and fencing Children's outdoor play areas
Typical Cluster Plans 1:500 [1"=40'] Note[1,2]	Solar orientation of each housing unit or cluster Vehicular and pedestrian circulation Spacing between housing units Utilities and utility entrance into housing unit walls Children's play lots
Demolition Plan 1:500 [1"=40']	All site amenities, structures, or features to be removed or retained.
Typical Landscape Planting Plans 1:250 [1"=20']	Botanical/Common Names of plants used, size, and quantity of trees, shrubs, ground covers, related notes, and planting details.
Utility Plan 1:500 [1"=80']	All site utility requirements. Site lighting. Primary cable routing (new and existing). Pad-mounted transformers and service laterals. Cable television and telephone routing.
Off-Site Electrical Plan 1:5000 [1"=400'] Scale as required (If applicable)	Location of primary supply point of take-off. Existing electrical lines, both overhead and underground, properly identified. New construction tie-in to on-site electrical distribution system.

Note[1]: Drawings shall be dimensioned to show building separations, set back, etc.
Note[2]: Metric Scales are preferred, however, inch pound scales may continue to be used if they enhance competition.

HOUSING UNIT DESIGN

Drawing Type / Scale	Show This Information
Floor Plans 1:50 [1/4" = 1'-0"] (For each dwelling unit type)	Overall dimensions. Room description with dimensions and areas. Appliances (including occupant-owned washer and dryer). Plumbing fixtures and vanities. Kitchen layout. Door swings. Garage features. Patio. Exterior bulk storage. Service (trash) area. Furnace and hot water heater location. Calculated gross and net floor areas.
Typical Exterior Elevations 1:50 [1/4"=1'-0"]	Show all sides.
Details Scale as required.	Special Features
Finish Schedule	All rooms.

Note: Metric Scales are preferred, however, inch pound scales may continue to be used only if they enhance competition.

(2) Specifications. Complete Attachment No. 2, Outline Specification, indicating the quality of materials, construction, finishes, fixtures, and equipment for the applicable items. Special attention should be given to the identification and specification of energy conservation features included in the proposal, particularly those which exceed the minimum requirements of the Statement of Work. Submit as part of the Design-Technical Information.

(3) Equipment Schedule. Equipment schedule shall indicate proposed type of equipment, size or capacities, manufacturer, and model number. Furnish manufacturer's catalog data on equipment and fixtures for all features of the facilities, this shall include appliances, electrical equipment and lighting, mechanical heating and cooling equipment, domestic water system equipment, as well as catalog information on the finishes and architectural specialties and exterior finish materials. Originals of manufacturer's catalog should be submitted in lieu of reproducibles to ensure legible data. Submit as part of the Design-Technical Information.

(4) Color Boards. Coordinated interior and exterior color schemes. For proposal evaluation provide one copy of the scheme complete with samples and/or chips of the colors, materials, textures, and finishes.

(5) Life Safety Analysis. The proposal shall include a Life Safety Analysis which clearly demonstrates that the proposal meets or exceeds all requirements of the Statement of Work and reference standards with respect to Life Safety and Fire Protection.

(6) Evaluation Factors/Proposal Contents Listing. A spreadsheet or table consisting of all the evaluation categories and sub-categories listed in Section 0120 for technical proposal evaluation and specific

reference to where in the proposal documents those requirements are addressed or indicated. Submit as part of the Design-Technical Information.

4.0 RESTRICTIONS

a. Incomplete proposals. Failure to submit all the data indicated in this section may be cause for determining a proposal incomplete and, therefore, not considered for technical evaluation in Phase 2, or for subsequent award.

SECTION 00120
PROPOSAL EVALUATION AND CONTRACT AWARD

SECTION 00120
PROPOSAL EVALUATION AND CONTRACT AWARD
[This version of Section 00110 shall be used with One-Step "Turn-Key" solicitations]

[Design District must coordinate this section with the preparation and completion of the technical evaluation manual in accordance with the Attachments to Volume 1.]

1. TECHNICAL EVALUATION.

a. OFFEROR PERFORMANCE CAPABILITY Evaluation Factors:

FACTOR 1: OFFEROR PAST PERFORMANCE: This factor is the most important factor in the evaluation of Offeror Performance Capability proposals.

FACTOR 2: OFFEROR PROJECT KEY PERSONNEL: This factor is slightly less important than Factor 1 but represents a significant level of importance in evaluating proposals.

FACTOR 3: TECHNICAL APPROACH NARRATIVE: This factor is equal in importance to Factor 2.

FACTOR 4: OFFEROR RELEVANT EXPERIENCE: This factor is less important than Factor 2.

FACTOR 5: OFFEROR MANAGEMENT PLANS AND SCHEDULES:: This factor is equal in weight to Factor 4.

b. TECHNICAL PROPOSAL Evaluation Factors:

FACTOR 1: HOUSING UNIT DESIGN: This factor is the most important factor in the evaluation of technical proposals.

FACTOR 2: HOUSING UNIT GROSS AREAS. This factor is slightly less important than Factor 1.

FACTOR 3: HOUSING UNIT ENGINEERING: This factor is slightly less important than Factor 2.

FACTOR 4: SITE DESIGN: This factor is slightly less important than Factor 3.

FACTOR 5: SITE ENGINEERING: This factor is significantly less important than Factor 4.

c. Overall Proposal Evaluation Consideration

At the completion of both the Offeror Performance Capability and Technical Quality evaluations the ratings from each of the phases will be tabulated. The Technical Quality evaluation is slightly more important in final selection than the results of the Offeror Performance Capability evaluation. At the completion of the evaluation process each proposal will be assigned a single adjectival rating for comparison and best value analysis as applicable.

2. EVALUATION PROCESS

The proposal and evaluation process for this project will take place in two parts. Each part will inlcude unique requirements to the potential offerors. The offerors responses to these requirements will be evaluated with respect to the evaluation criteria set forth in this Section.

a. Offeror's Performance Capability Information, Proposed Project Key Personnel, and Offeror Relevant Experience.

b. Technical Proposal. Offerors will review, evaluate, and propose a creative solution to the design problem presented.

c. Contractual/Financial Proposals. Offerors will also include cost information with the proposal.

3. BASIS OF AWARD

a. The Government will award a firm fixed-price contract to that responsible Offeror whose complete proposal, which was evaluated to be at least conforming to the solicitation, determined to be fair and reasonable, and has been selected as the most advantageous to the Government, quality (comprised of technical approach and performance capability factors), price, and other factors considered. The rated evaluation criteria and price are considered approximately equal. As evaluation ratings and relative advantages and disadvantages become less distinct, differences in price between proposals are of increased importance in determining the most advantageous proposal. Conversely, as differences in price become less distinct, differences in ratings and relative advantages and disadvantages between proposals are of increased importance to the determination.

b. The Government reserves the right to accept other than the lowest priced offer. The right is also reserved to reject any and all offers. The basis of award will be a conforming offer, the price or cost of which may or may not be the lowest. If other than the lowest priced offer is accepted, that offer must be sufficiently more advantageous than the lowest priced offer in order to justify the payment of additional amounts.

c. Offerors are reminded to include their best technical and price terms in their initial offer and not to automatically assume that they will have an opportunity to participate in discussions or be asked to submit a revised offer. The Government may make award of a conforming proposal without discussions, if deemed to be within the best interests of the Government.

4. OFFEROR PERFORMANCE CAPABILITY EVALUATION PROCEDURES AND CRITERIA:

a. All proposal information received shall be reviewed, evaluated, and rated with respect to the following rating scheme:

RATING	EXPLANATION
Neutral Performance Risk	An offeror without a record of past performance or for whom past performance information is not available. The offeror may not be rated favorably or unfavorably on past performance.
Outstanding/Very Low Performance Risk	Based on the offeror's performance record, no doubt exists that the offeror will successfully perform the required effort.
Above Average/Low Performance Risk	Based on the offeror's performance record, little doubt exists that the offeror will successfully perform the required effort.
Satisfactory/Moderate Performance Risk	Based on the offeror's performance record, some doubt exists that the offeror will successfully perform the required effort. Normal contractor emphasis should preclude any problems.

Marginal/High Performance Risk	Based on the offeror's performance record, substantial doubt exists that the offeror will successfully perform the required effort.
Unsatisfactory/Very High Performance Risk	Based on the offeror's performance record, extreme doubt exists that the offeror will successfully perform the required effort.

b. Offeror Past Performance: The Government will evaluate the satisfaction of the customers in the example projects identified by the Offeror and from which Past Performance Evaluation Questionnaires have been received. The Government may contact the points of contact indicated to assure validity of the received questionnaires. The Government may contact sources other than those provided by the Offeror for information with respect to past performance. These other sources may include ACASS (Architect-Engineer Contract Administration Support System), CCASS (Construction Contractor Appraisal Support System), telephone interviews, and Government personnel personal knowledge of contractor performance capability. Offerors will be provided with an opportunity to address any negative past performance information on which the offeror has not previously had such an opportunity. The following areas of major consideration will be determined from evaluation of all sources of past performance information and an overall rating provided:

(1) Quality of the Product Produced. Based on the information provided in the questionnaire and other information the Government will access the quality of the actual constructions produced and the standards of workmanship exhibited by the Offeror's team.

(2) Adherence to Project Schedule. The Government will evaluate all information available with respect to the Offerors completing past projects within the scheduled completion times.

(3) Management Processes. The Government will evaluate all information available with respect to the Offerors on-site management of construction activities, subcontractors, and any other project management consideration.

c. Offeror Project Key Personnel. The Government will evaluate and rate the Key Personnel identified in the proposal package. The resumes and levels of responsibility of the principal managers and technical personnel who will be directly responsible for the day-to-day design and construction activities will be evaluated. Information should include, as a minimum, the project manager; the project architect; landscape architect; the engineers responsible for civil, electrical, mechanical and structural design; the quality control manager; and the construction manager. Data should indicate whether each individual has had a significant part in any of the project examples cited. If reassignment of personnel is considered possible, the names and resumes of the alternative professionals for each assignment will be evaluated. Additional consideration will be given to individuals who have past experience with Corps of Engineers construction project operations and who have completed the Corps sponsored Quality Control Class.

d. Approach Narrative. The Government will evaluate the overall understanding of the design-build process as well as the Offeror's implementation plans to utilize "fast track" procedures on this project. Particular attention will be paid to the inclusion of the major construction subcontractors during the design process as well as the definition of the roles and responsibilities of the various subcontractors. Offerors are cautioned that this narrative shall not exceed five (5) pages and that the Government review staff will review and evaluate only the information contained on the first five pages in this section. Information beyond the five (5) page limit will be ignored.

e. Relevant Experience. The Government will evaluate the example projects provided by the Offeror to evaluate and rate the recent experience of the Offeror in similar construction and/or design-build projects. The examples projects which most closely resemble the project identified in this solicitation will receive the highest consideration. If the Offeror cannot provide suitable relevant experience and the Government staff considers the provided information to basically indicate that the Offeror has no relevant

experience, this Offeror shall be rated as satisfactory. Lack of relevant experience will not be rated favorably or unfavorably.

f. Offeror Management Plans and Schedules. This factor evaluates the Offeror's Project Management Plans as well as the proposed schedule for completion of the entire design-build project. Through this factor the Government will evaluate the Offeror's understanding of the solicitation provisions with respect to an integrated design-build process and the associated quality control, scheduling, coordination, and contract close out provisions. Each of the subfactors below is approximately equal in importance in the evaluation.

(1). Quality Control Plan. The sample quality control plan provided by the Offeror will be reviewed and evaluated for inclusion of specific quality control practices and requirements necessary for the successful completion of all phases of this project. These phases include design stages as well as construction specialties. Offeror's plan must show the inclusion of the Corps Three Phase Inspection process and address the implications and operations of the Quality Control Plan and it's integration with the Quality Assurance Operations performed by the Government. The personnel and qualifications of the individuals performing in the Quality Control organization will be evaluated under the Phase 1 submission, however, if personnel changes have occurred since the Phase 1 submittal, these individuals must be evaluated as part of the Phase 2 evaluation process.

(2). Schedule Information. The schedule will be evaluated to assess the inclusion of "fast tracking" and the rational of how the Offeror intends to comply with the submitted schedule. The schedule must reflect a single task oriented structure for both design and construction. The schedule will be reviewed for completeness and the inclusion of required milestones. A schedule which improves on the Government supplied maximum duration will be considered more favorably during the evaluation.

(3). Closeout Plan. The Offeror's closeout plan will be reviewed and evaluated to determine the Offeror's understanding the close out requirements of the solicitation. Particular emphasis will be placed on O&M Manual production and Installation Staff training methods and processes.

(4). Sub-Contracting Plan. The Government will evaluate the Offeror's proposed subcontracting plan will be evaluated in terms of achieving the required special emphasis group participations and the completeness and rational for the plan proposed. Offerors who are not required to submit a subcontracting plan (ie Small Business concerns) will be assigned a rating equal to the highest evaluation of any subcontracting plan submitted in response to this solicitation.

g. Evaluation Methodology. The Government evaluation team will consider all information provided in the proposal individually. Once these individual analyses are completed, the team will meet and determine a rating for each of the evaluation factors for Offeror Performance Capability by consensus decision. After each of the Factors for each of the proposals are rated, the team will develop, again by consensus, a final overall rating for Offeror Performance Capability.

5. TECHNICAL PROPOSAL EVALUATION PROCEDURES AND CRITERIA:

a. General. Proposals will be evaluated by a team of Government staff to determine compliance with this solicitation (as a minimum), and to evaluate the quality of the proposed materials, methods, and procedures. Each of the evaluation Factors will be evaluated by the Government and a final overall rating for the proposals shall be determined by consensus of the Government evaluation team. The rating scheme for technical proposal of the process is as shown below:

EXCELLENT: The offeror greatly exceeds the scope of the solicitation requirements in all aspects of the particular factor or sub-factor. The offeror also provides significant advantage(s) and exceeds the solicitation requirements in performance or capability in an advantageous way and has no apparent or significant weaknesses or omissions.

ABOVE AVERAGE: The offeror exceeds the scope of the solicitation in most aspects of the particular factor or sub-factor. The offeror provides an advantage in key areas or exceeds performance or capability requirements, but has some areas of improvement remaining.

AVERAGE: The offeror matches the scope of the solicitation in most aspects of the particular factor or sub-factor. The offeror meets the performance or capability requirements of the element but not in a way advantageous to the Government. There is room for improvement in this element.

POOR: The offeror does not meet the minimum scope of the solicitation for the particular factor or sub-factor. The offeror does not include any advantages and does not meet the minimal performance or capability requirements for this element. The offeror contains many apparent weakness and requires improvement.

UNACCEPTABLE: The offeror fails to meet the scope of the solicitation in all aspects of the factor or sub-factor or has not submitted any information to address this evaluated item. The offeror does not include any advantages in any areas of the element and does not meet the minimum performance or capability requirements of this factor or sub-factor. The proposal includes large apparent weaknesses and the proposal will require extensive modifications to come into compliance with the minimum requirements of the solicitation.

b. Relative Importance of Factors. Refer to paragraph 1 in this section for delineation of factor relative importances.

c. Factors and subfactors can also be assigned a rating of GO NO-GO as indicated below. This rating merely establishes minimum compliance with the RFP for the identified rating element.

FACTOR 1: HOUSING UNIT DESIGN. Housing unit design includes the function and appearance of housing unit materials, exclusive of the purely technical performance of internal engineering systems. The subfactors and elements considered herein deal with the planning and design of the housing units, as well as the durability and thermal performance of the materials. Consideration will be given to: the interaction of the individual housing unit to people; the degree to which the unit blends with those outdoor features of living normally associated with the family; the overall esthetics of the housing unit; and the amenities associated with livability. These latter elements include such items as separation of activities, convenience, logistics, leisure, bathing, food handling, and sleeping. The sub-factors described below will be evaluated in the following order of importance:

Ranking of Sub-Factors

Subfactor a. is slightly less important than subfactor b
Subfactor b. is the most important subfactor
Subfactor c. is slightly less important than subfactor a
Subfactor d. is slightly less important than subfactor c
Subfactor e is slightly less important than subfactor d, this is a GO NO-GO subfactor.
Subfactor f is slightly less important than subfactor e
Subfactor g is slightly less important than subfactor f
Subfactor h is slightly less important than subfactor g
Subfactor i, j, k are each equal in importance to subfactor h
Subfactor l is slightly less important than subfactor k
Subfactor m is slightly less important than subfactor l
Subfactor n, o, p, q are each equal in importance to subfactor m

a. HOUSING UNIT TYPE

The mix of housing unit types will be evaluated on the basis shown below, where mixtures of unit types are provided, the evaluation team shall arrive at a consensus adjectival rating selection.

[Design District edit to suit particular project.]

Single Detached Units = Rated = Excellent
Duplex Units = Rated = Above Average
Townhouses = Rated = Average
Apartments = Rated = Average

b. FUNCTIONAL ARRANGEMENT The following items will be considered in the evaluation of the unit functional arrangement:

(1) Does the floor plan of the housing unit provide convenient circulation between living, food handling, sleeping, and bathing areas?
(2) Does the relationship among the areas enhance flexibility of usage? Consider amenities which enhance the overall interior functions, for example, living, sleeping, food handling, and bathing.
(3) Is an entrance foyer with a closet and visual separation from living areas provided?
(4) Is access provided to functional areas without passing through living spaces? Where circulation is adjacent to living spaces without separation, is a minimum circulation path of 900 mm [3 ft] provided exclusive of the minimum room dimensions?
(5) Is there a balanced relationship in the sizing of these functional areas? Consider the impact of family size on the size and relationship of areas.
(6) Are the logistics of home operation considered, for example, furnishability, furniture movement, circulation of expendable supplies and disposal?
(7) Does the plan enhance indoor and outdoor living in relation to patios, screened porches, vistas, yard areas, and climate.
(8) What other design considerations are provided which enhance the overall livability and amenity of the unit?

c. EXTERIOR APPEARANCE The following items will be considered:

(1) Variety in facades, roof lines, and entrances.
(2) Interesting staggering of housing units.
(3) Proportions of fenestration in relation to elevations.
(4) Visual effects of garages on the housing units.
(5) Shadow effects, materials, and textures.
(6) Proportion and scale within the structure.
(7) Other aesthetic considerations.

d. LIVING, DINING, AND FAMILY AREAS (Furnishability and circulation are evaluated under sub-factor f above.) The following interior design elements which enhance the individual and family group aspects of recreation, leisure, and entertainment such as the following, will be considered:

(1) Possibilities for joint use or concurrent separate activities.
(2) Location of convenience elements, for example, light switching, convenience outlets, and TV outlets.
(3) Amenities, such as fireplaces and built-in bookcases.
(4) Living Room
(5) Dining Area
(6) Family Room and Secondary Dining Area

e. MINIMUM SPACE SIZES. Does the proposal include all the spaces required by the statement of work and do those spaces comply with the minimum size or dimension requirements of the statement of work? Insufficient or incomplete information in the proposal for any of the unit types will be scored as a "NO GO". A single NO GO for any unit type will require an overall NO GO Rating for this subfactor.

f. STORAGE Consideration will be given to the size, location, and utility of all storage areas including shape of space, finish, lighting, and shelving provided.

(1) Exterior bulk storage.
(2) Interior bulk storage.
(3) Closet (linen, coat, clothing).

g. VEHICLE STORAGE Consideration will be given to type of garage proposed, proximity of second parking spaces, and/or covered walkways to the housing units, as well as appropriate treatments with respect to prevailing climatic conditions. This item does not include consideration of space in excess of that required for automobile storage only. Additional space included or integral to garages will be evaluated as storage under the STORAGE sub-element. Aesthetics are considered under EXTERIOR APPEARANCE.

h. SLEEPING Consideration will be given to the size and proportions of bedrooms as related to windows, doors, furniture arrangement, and closet access in the area. Access to bedrooms, as well as the relationship to other functional areas, are treated under FUNCTIONAL ARRANGEMENT. Closet size is addressed under STORAGE. The following design issues will be evaluated:

(1) Bedroom size. Additional consideration for area and/or dimensions in excess of specified minimums.
(2) Furnishability.
(3) Visual and acoustic privacy.

i. KITCHEN AND FOOD HANDLING The kitchen is the focal point of activity for the homemaker. Considerable initiative and innovative approaches to the design of the area can be achieved by the offeror to enhance this major logistics and control area. Its relationship to living, dining ingress and egress, and sleeping has been addressed in FUNCTIONAL ARRANGEMENT. Consider the following design issues:

(1) Efficiency of food preparation triangle including the circulation of persons and materials.
(2) Pedestrian and product circulation (controlled basically by relationship of counter space to major appliances).
(3) Size and layout of cabinetry and counter areas. (Add points for area above the minimum requirements.)
(4) Outlet number and placement.
(5) Provision of a space with electrical outlet for an occupant-owned freezer.
(6) Visual privacy.

j. EXTERIOR FINISHES This sub-element evaluates the aesthetics, maintainability, and quality of windows, doors, siding, roofing, soffits, fascia and trim, and exterior painting and stains here. **Proposers are encouraged to review the materials and constructions submitted carefully with respect to Sustainable Design Considerations as listed in the Statement of Work.** Particular attention should be paid to finishes which require the minimum amounts of cyclical maintenance.

k. THERMAL ENVELOPE This sub-element evaluates the thermal performance of the following house elements: walls, roof and ceiling, floors and perimeters, windows and glazing, doors, and tightness (reduction of infiltration). The integrity of the thermal envelope is a prime consideration in complying with “Energy Star” program requirements. Proposals which do not comply with the stated minimums will be considered as non-conforming and may be eliminated from further consideration.

l. INTERIOR FINISHES The quality, durability, maintainability, and aesthetics for each of the following will be evaluated:

(1) Walls and ceilings.
(2) Flooring.

(3) Shelving, wainscots and moldings.
(4) Kitchen and Bath cabinets and tops. Also consider quantity.
(a) Factory pre-finished laminated (natural wood) is preferred for cabinets.
(b) Laminated plastic with integrally molded backsplash and nosing is preferred for countertops.

m. BATHROOM AREAS The technical portion of the RFP sets forth the minimum size of full baths, as well as the required and/or desirable fixtures, furnishings, and finishes of the bathrooms. Beyond these design requirements, amenities gained through additional net area, furnishings, layout, and privacy will be considered, including:

(1) Number and size.
(2) Furnishings (e.g., vanities with or without cabinets, other storage, and heat lamps).
(3) Layout (convenience and attractiveness).
(4) Visual and acoustic privacy.

n. UTILITY AND WORK AREAS This sub-element provides for occupant-owned or Government-furnished washers and dryers in an area of the housing unit which provides for efficient product circulation and yet does not infringe on other functions. The occupant owned freezer may also be housed in this area. This sub-element evaluates utility and work space above the minimum requirement, an enclosed washer/dryer space. The overall goal is to provide a space for the washer/dryer, freezer, ironing, and hobbies. Overall functional layout, as it relates to other areas, should be considered under FUNCTIONAL ARRANGEMENT. The following concerns will be evaluated:

(1) Does the area provide efficient work space and work flow without infringing on other functions?
(2) Is the area suitable for ironing and/or light hobby work?
(3) Is the location and layout well designed to accommodate mechanical equipment?
(4) Size and layout.
(5) Provision of shelving, storage, lighting, and convenience outlets.
(6) Location of mechanical equipment with respect to access, convenience, and noise.

o. COLOR SCHEMES This sub-element considers the aesthetics and coordination of interior and exterior finish designs.

p. PATIOS, SERVICE YARDS, AND FENCING Size, quality of materials, arrangement, and visual appearance of these supporting amenities will be evaluated here.

q. AMENITIES This area evaluates desirable features or amenities not required in the SOW (e.g., patio roofs, screened porches, built-in features, bus shelters, or other amenities).

FACTOR 2: HOUSING UNIT GROSS AREAS. Evaluators will review the area calculations submitted with the proposal. Proposals which meet the minimum gross area limitations set forth in the solicitation shall be evaluated as “Average”. Gross area added to the units must have demonstratable positive impacts on family life and well being. The provision of additional square footage, in and of itself, does not require the awarding of additional consideration in this factor.

FACTOR 3: HOUSING UNIT ENGINEERING. In addition to system design, each subfactor evaluates the choice of materials for the systems in terms of life cycle cost effectiveness. Since these new housing units will be “Energy Star” Homes, proposals must include information required to allow the evaluators to determine compliance with the minimum requirements of the solicitation with respect to Energy Conservation. Proposers are encouraged to adopt and/or develop additional means and methods to enhance the performance of the submitted units. Considerations such as durability, corrosion resistance, pest and termite resistance, ease of maintenance, life cycle cost of maintenance, and energy efficiency should be included within the following sub-factors:

<u>Ranking of Sub-Factors</u>

Subfactor a This is the most important subfactor
Subfactor b This subfactor is less important than subfactor a.
Subfactor c This subfactor is slightly less important than subfactor b
Subfactor d This subfactor is less important than subfactor c
Subfactor e This subfactor is a GO NO GO subfactor.

a. ENERGY STAR PROGRAM CONSIDERATIONS. This element considers the quality of the energy conservation investments which the proposer has included in the unit design. While the solicitation sets minimum standards for compliance, this element considers the overall quality of the housing unit systems and can provide additional consideration for systems which exceed the stated minimums.

(1) Residential Appliances. Consider energy star labeled refrigerator and dishwasher and other appliance upgrades with respect to energy conservation.
(2) Ductwork Systems. The design and general layout of the systems are evaluated in subfactor b above. This item represents efforts and procedures outlined in the proposal with respect to duct sealing and leakage reduction.
(3) Infiltration Reduction Systems. This item considers measures proposed which exceed the minimum requirements set forth in the solicitation.

b. HEATING, VENTILATION, AND AIR CONDITIONING This element considers the quality of heating, ventilating, air conditioning, control systems, and associated equipment design to provide personal comfort in a life cycle cost effective manner.

(1) System design: Supply air distribution
(2) System design: Return air
(3) Kitchen exhaust systems
(4) Air Handling/Furnace system. Consider equipment efficiencies, features, and maintainability.
(5) Condensing unit . Consider equipment efficiencies, features, and maintainability.

c. INTERIOR ELECTRICAL SYSTEM This element considers wiring, switching, and panel design (e.g., panel size, number of circuits, provision of spares). Quality points are also given for provision of fixtures, outlets, and switching in excess of minimum requirements.

(1) System design.
(2) Outlet and switch placement and quality.
(3) Fixture quality. Evaluate both aesthetics and energy conservation qualities.
(4) Electrical equipment quality.

d. INTERIOR PLUMBING SYSTEM This element considers piping systems design quality, fixture quality, and water heater size and recovery.

(1) Piping zoning, layout, and isolation
(2) Piping size and material quality
(3) Fixtures and accessories. Evaluate quality and water usage.
(4) Water heater size and recovery. Evaluate quality of water heater with respect to energy conservation. Consideration should be given to power ventilated water heaters as well as sealed combustion water heaters.

e. STRUCTURAL SYSTEM This element considers the quality of the foundation and framing system design.

FACTOR 4: SITE DESIGN. Site design includes overall planning, layout, design and development of the housing site(s), exclusive of utility systems. It embraces consideration of community appearance, compatibility of grounds and buildings, functionality, dignity, and livability. Generally excluded are

considerations relative to the quality of materials, which are evaluated elsewhere. Elements making up this factor are itemized below:

Ranking of Sub-Factors:

Subfactor a. This is the most important subfactor
Subfactor b. This subfactor is slightly less important than sufactor a.
Subfactor c. This subfactor is less important than sufactor b.
Subfactor d. This subfactor is equal in importance to sufactor c.
Subfactor e. This subfactor is equal in importance to sufactor d.
Subfactor f. This subfactor is equal in importance to sufactor d.
Subfactor g. This subfactor is equal in importance to sufactor d.

a. SITE UTILIZATION AND AREA DEVELOPMENT PLAN The project density in housing units per hectare [acre] is pre-established by the project scope and the composition (number of units and number of bedrooms) in relation to total area prescribed for development. Within this pre-established parameter, elements of site design to be evaluated include:

(1) Family Housing Area Development Concept
(2) Clustering. Grouping of structures to provide good accessibility to and from streets, parking areas, and usable attractive open areas.
(3) Building Solar Orientation and Variation of Structure Setback and Appearance. Achieving a desirable orientation of the majority of buildings with respect to solar gain, prevailing breezes and views, taking into account topography and climatic conditions in the area. Also consider unit setbacks, the relationship between units, and the relationship of units to the surrounding structural and existing landscape elements (e.g., trees, screens). A variation of the number and type of housing units shall be provided to produce a variety of exterior appearances.
(4) Buffering, Open Space, and Separation Between Structures. Consider separation of buildings from heavy traffic lanes and surrounding land uses not compatible with a resident development. Consider open space other than major recreation fields and play lots provided by the proposed layout. Evaluate adequacy of spacing between units to ensure sound, light, and individual and group privacy.

b. Force Protection Considerations. This subfactor evaluates the implementation and considerations of the facility construction related Force Protection Requirements associated with these facilities. A proposal rated “Unacceptable” in this subfactor will be eliminated from consideration.

[Design District shall edit this paragraph to suit the specific Force Protection Requirements.]

c. LANDSCAPE PLANTING PLAN This sub-factor evaluates the design, quality, quantity, and location of trees, shrubs, plantings, ground covers, and grass used to screen and enhance individual living units and recreation areas. Considerations include screening, decorative planting, and the following:

(1) Screening and Shading
(a) Have plant material been specified that is hardy to the area?
(b) Are plantings provided which screen between adjacent housing units, structures, and clusters to enhance privacy of the occupants? Consider number, size, type, and quality of trees and shrubs proposed.
(c) Are planting clusters provided to discreetly conceal trash container sites and clothes drying areas to the maximum extent possible without interfering with pedestrian and service vehicle access? Consider number, size, type, and quality. (Mandatory if screening fence is not provided.)
(d) Do trees provide summer solar shading on east, west, and south exposures of children's outdoor play areas?
(e) Are foundation plantings provided as appropriate to meet low maintenance requirements? Consider number, size, type, and quality.
(f) Are trees and shrubs used appropriately to define the open spaces?

(2) Street Trees.
(a) Are street trees provided in accordance with a street tree scheme for the hierarcy of streets in the area? Consider number, size, type, and quality.
(b) Have street trees been specified that are hardy to the area?

d. VEHICULAR CIRCULATION This sub-factor evaluates the capability of primary, secondary, and feeder streets to provide access to the units, community facilities, and service access to the units. The factor also evaluates vehicular and pedestrian safety. Considerations include the following:

(1) Access.
(a) Is there convenient and direct access to and from and between each structure and/or cluster, and to community facilities?
(b) Is the new street system a logical extension of the adjacent community?
(c) Does the primary, secondary, and feeder street system minimize traffic conflict points, minimize the number of turning movements at intersections, and maximize spacing of intersections?

(2) Service.
(a) Can service vehicles (maintenance, trash, moving vans and emergency) circulate efficiently in the development?
(b) Can delivery service trucks and moving vans gain access to and park in proximity to the housing units?
(c) Can fire trucks and ambulances gain immediate and direct access to each housing unit?

e. CHILDREN'S OUTDOOR PLAY AREAS This sub-factor evaluates the quality and quantity of play lots and neighborhood parks. Considerations include the following:

(1) Neighborhood Parks
(a) Have age appropriate play events and equipment been provided for the 5-9 year age group?
(b) Have age appropriate play events and equipment been provided for the 9-15 year age group?

(2) Play Lots
(a) Have age appropriate play events and equipment been provided for the 6 week-5 year age group?
(b) Have age appropriate play events and equipment been provided for the 5-9 year age group?
(c) Have the requirements for age appropriate scale been applied to the children's outdoor play areas?
(d) Have the requirements for use zones under and around play equipment been applied to the children's outdoor play areas?
(e) Are the use zones shown on the site plan?
(f) Have the requirements for a playground safety surface been applied to the children's outdoor play areas?
(g) Have poisonuous plants and plants with thorns been avoided or removed from the children's outdoor play areas?

f. PEDESTRIAN CIRCULATION This sub-factor evaluates the way in which the walkway system supports the movement of pedestrians from one location to another. If the overall street pattern does not make sidewalks functionally compatible with the sub-elements of a good pedestrian circulation system listed below, then the ratings assigned must reflect this functional inadequacy. Considerations include the following:

(1) Individual Units: Building Parking and Refuse Disposal
(a) Does the walkway system provide short direct access routes to the fronts of all housing units within a cluster and to adjacent clusters?
(b) Are parking areas connected to the structures they serve by walkways?
(c) Can all parts of the parking areas be reached without leaving the pavement?
(d) Does the walkway pattern minimize pedestrian traffic within the parking areas?

(e) Are walkways provided between housing units and trash containers and beyond that to street pickup points?

(2) To Play Lots, Neighborhood Park, Bus Stops, and Off Site Recreation Areas, Schools, Community Buildings, etc.
(a) Do walkways provide convenient routing to the above functions?
(b) Can play lots be reached without crossing primary or secondary streets?
(c) Does the walkway system provide a natural and convenient routing to a school within walking distance or to the nearest school bus stop?

g. PARKING This sub-factor evaluates the proximity of parking to housing units and the layout of parking spaces. Considerations include the following:

(1) Proximity to Housing Units. Preferences are defined in descending order:
(a) Two spaces per housing unit adjacent to (within 7600 mm [25 ft]) the garage.
(b) One or two spaces adjacent to (within 7600 mm [25 ft]) the garage. Other spaces within 15200 mm [50 ft] of the housing units.
(c) Parking areas within 15200 mm [50 ft] of the housing units.
(d) Parking areas over 15200 mm [50 ft] from the housing units.

(2) Layout of Parking Areas. Evaluate in terms of:
(a) Internal circulation.
(b) Minimizing conflicts between cars entering and leaving the parking areas.
(c) Elimination of the necessity for backing into primary streets.
(d) Separation of parking area entrances and exits from street intersections.

FACTOR 5: SITE ENGINEERING. Site engineering includes the technical performance of site design and exterior utility systems. The quality of the proposed construction materials is also evaluated in each element. Particular emphasis is placed on durability, corrosion resistance, pest and termite resistance, ease of maintenance, and life cycle cost of maintenance requirements. Consideration will be given to the suitability of the chosen material to the environment in which it is to be placed. Evaluation includes consideration of engineering aspects of operation and maintenance. Utility systems are to be evaluated beyond the 1500-m [5-ft] line from the housing units. Elements making up this factor are itemized below:

Ranking of Sub-Factors

Subfactor a. This is the most important subfactor.
Subfactor b. This subfactor is less important than subfactor a.
Subfactor c. This subfactor is equal in importance to subfactor b.
Subfactor d. This subfactor is equal in importance to subfactor b.
Subfactor e. This subfactor is equal in importance to subfactor b.

a. SITE INTEGRATION This sub-factor evaluates grading, drainage, its integration with natural features, and the proposals integration with the surrounding area.

(1) Integration with Surrounding Area. This element evaluates the integration of physical flows and relationships with, and between, the site and surrounding area.
(2) Preservation of Natural Features . This element evaluates the preservation of trees, natural drainage swales, streams, and any other natural and historic features that lend interest and appeal to the community.
(3) Grading This element evaluates the effects of grading on the natural features of the site and the topographic features and character of the surrounding areas and region.
(a) Consider the aesthetic effects of grading.

(b) Does the grading plan enhance and blend with the natural conditions on the site? Does it blend the proposed development into the general topographic character of areas surrounding the site and the region in general?

(4) Drainage Design. This element evaluates the quality and effectiveness of the drainage system design in handling surface runoff. See SOW Paragraph 4.d. for additional requirements.

b. WATER SYSTEM Evaluates system design, material quality, and maintainability.

c. FUEL PIPING AND STORAGE Evaluates piping sizes, material quality, layout, accessibility, and cutoff isolation.

d. ELECTRICAL DISTRIBUTION Evaluates system design, material quality, and maintainability.

e. SANITARY SEWER Evaluates system design, material quality, and maintainability.

SECTION 00120
PROPOSAL EVALUATION AND CONTRACT AWARD
[This version of Section 00110 shall be used with Two-Phase solicitations]

[Design District must coordinate this section with the preparation and completion of the technical evaluation manual in accordance with the Attachments to Volume 1.]

2. TECHNICAL EVALUATION.

a. PHASE 1 Evaluation Factors:

FACTOR 1-1: OFFEROR PAST PERFORMANCE: This factor is the most important factor in the evaluation or Phase 1 proposals.

FACTOR 1-2: OFFEROR PROJECT KEY PERSONNEL: This factor is slightly less important than Factor 1-1 but represents a significant level of importance in evaluating proposals.

FACTOR 1-3: TECHNICAL APPROACH NARRATIVE: This factor is equal in importance to Factor 1-2.

FACTOR 1-4: OFFEROR RELEVANT EXPERIENCE: This factor is less important than Factor 1-2.

b. PHASE 2 Evaluation Factors:

FACTOR 2-1: HOUSING UNIT DESIGN: This factor is the most important factor in the evaluation of Phase 2 proposals.

FACTOR 2-2: HOUSING UNIT GROSS AREAS. This factor is slightly less important than Factor 2-1.

FACTOR 2-3: HOUSING UNIT ENGINEERING: This factor is slightly less important than Factor 2-2.

FACTOR 2-4: SITE DESIGN: This factor is slightly less important than Factor 2-3.

FACTOR 2-5: SITE ENGINEERING: This factor is significantly less important than Factor 2-4.

FACTOR 2-6: OFFEROR MANAGEMENT PLANS AND SCHEDULES:: This factor is equal in weight to Factor 2-5.

c. Overall Proposal Evaluation Consideration

At the completion of both Phase 1 and Phase 2 evaluations the ratings from each of the phases will be tabulated. The Phase 2 evaluation is slightly more important in final selection than the results of the Phase 1 evaluation. At the completion of the evaluation process each proposal that completed both phases of the evaluation process will be assigned a single adjectival rating for comparison and best value analysis as applicable.

2. EVALUATION PROCESS

The proposal and evaluation process for this project will take place in two Phases. Each phase will inlcude unique requirements to the potential offerors. The offerors responses to these requirements will be evaluated with respect to the evaluation criteria set forth in this Section.

a. PHASE 1 will concern itself with Offeror's Past Performance, Proposed Project Key Personnel, and Offeror Relevant Experience. All proposals received in response to PHASE 1 will be evaluated and rated. At most, five (5) proposals will move forward into PHASE 2 which will define the technical requirements of the project and request the offeror's technical solutions to the project parameters.

b. PHASE 2: The five (at most) proposals which are determined to present the most advantages to the Government will receive the Phase 2 amendment to the solicitation which will include the Statement of Work, design considerations, and site constraints from the Government. These Offerors will review, evaluate, and propose a creative solution to the design problem presented. Offerors will also include cost information with this technical proposal. Only Offerors who reach PHASE 2 will be provided the opportunity to submit design solutions and cost information.

3. BASIS OF AWARD

a. The Government will award a firm fixed-price contract to that responsible Offeror whose complete (Phase 1 and 2 portions) proposal, which was evaluated to be at least conforming to the solicitation, determined to be fair and reasonable, and has been selected as the most advantageous to the Government, quality (comprised of technical approach and performance capability factors), price, and other factors considered. The rated evaluation criteria and price are considered approximately equal. As evaluation ratings and relative advantages and disadvantages become less distinct, differences in price between proposals are of increased importance in determining the most advantageous proposal. Conversely, as differences in price become less distinct, differences in ratings and relative advantages and disadvantages between proposals are of increased importance to the determination.

b. The Government reserves the right to accept other than the lowest priced offer. The right is also reserved to reject any and all offers. The basis of award will be a conforming offer, the price or cost of which may or may not be the lowest. If other than the lowest priced offer is accepted, that offer must be sufficiently more advantageous than the lowest priced offer in order to justify the payment of additional amounts.

c. Offerors are reminded to include their best technical and price terms in their initial offer and not to automatically assume that they will have an opportunity to participate in discussions or be asked to submit a revised offer. The Government may make award of a conforming proposal without discussions, if deemed to be within the best interests of the Government.

4. PHASE 1 EVALUATION PROCEDURES AND CRITERIA:

a. All proposal information received as a result of the Phase 1 solicitation shall be reviewed, evaluated, and rated with respect to the following rating scheme:

RATING	EXPLANATION
Neutral Performance Risk	An offeror without a record of past performance or for whom past performance information is not available. The offeror may not be rated favorably or unfavorably on past performance.
Outstanding/Very Low Performance Risk	Based on the offeror's performance record, no doubt exists that the offeror will successfully perform the required effort.
Above Average/Low Performance Risk	Based on the offeror's performance record, little doubt exists that the offeror will successfully perform the required effort.
Satisfactory/Moderate Performance Risk	Based on the offeror's performance record, some doubt exists that the offeror will successfully perform the

	required effort. Normal contractor emphasis should preclude any problems.
Marginal/High Performance Risk	Based on the offeror's performance record, substantial doubt exists that the offeror will successfully perform the required effort.
Unsatisfactory/Very High Performance Risk	Based on the offeror's performance record, extreme doubt exists that the offeror will successfully perform the required effort.

b. Offeror Past Performance: The Government will evaluate the satisfaction of the customers in the example projects identified by the Offeror and from which Past Performance Evaluation Questionnaires have been received. The Government may contact the points of contact indicated to assure validity of the received questionnaires. The Government may contact sources other than those provided by the Offeror for information with respect to past performance. These other sources may include ACASS (Architect-Engineer Contract Administration Support System), CCASS (Construction Contractor Appraisal Support System), telephone interviews, and Government personnel personal knowledge of contractor performance capability. Offerors will be provided with an opportunity to address any negative past performance information on which the offeror has not previously had such an opportunity. The following areas of major consideration will be determined from evaluation of all sources of past performance information and an overall rating provided:

(1) Quality of the Product Produced. Based on the information provided in the questionnaire and other information the Government will access the quality of the actual constructions produced and the standards of workmanship exhibited by the Offeror's team.

(2) Adherence to Project Schedule. The Government will evaluate all information available with respect to the Offerors completing past projects within the scheduled completion times.

(3) Management Processes. The Government will evaluate all information available with respect to the Offerors on-site management of construction activities, subcontractors, and any other project management consideration.

c. Offeror Project Key Personnel. The Government will evaluate and rate the Key Personnel identified in the Phase 1 proposal package. The resumes and levels of responsibility of the principal managers and technical personnel who will be directly responsible for the day-to-day design and construction activities will be evaluated. Information should include, as a minimum, the project manager; the project architect; landscape architect; the engineers responsible for civil, electrical, mechanical and structural design; the quality control manager; and the construction manager. Data should indicate whether each individual has had a significant part in any of the project examples cited. If reassignment of personnel is considered possible, the names and resumes of the alternative professionals for each assignment will be evaluated. Additional consideration will be given to individuals who have past experience with Corps of Engineers construction project operations and who have completed the Corps sponsored Quality Control Class.

d. Technical Approach Narrative. The Government will evaluate the overall understanding of the design-build process as well as the Offeror's implementation plans to utilize "fast track" procedures on this project. Particular attention will be paid to the inclusion of the major construction subcontractors during the design process as well as the definition of the roles and responsibilities of the various subcontractors. Offerors are cautioned that this narrative shall not exceed five (5) pages and that the Government review staff will review and evaluate only the information contained on the first five pages in this section. Information beyond the five (5) page limit will be ignored.

e. Relevant Experience. The Government will evaluate the example projects provided by the Offeror to evaluate and rate the recent experience of the Offeror in similar construction and/or design-build

projects. The examples projects which most closely resemble the project identified in this solicitation will receive the highest consideration. If the Offeror cannot provide suitable relevant experience and the Government staff considers the provided information to basically indicate that the Offeror has no relevant experience, this Offeror shall be rated as satisfactory. Lack of relevant experience will not be rated favorably or unfavorably.

f. Evaluation Methodology. The Government evaluation team will consider all information provided in the Phase 1 proposal individually. Once these individual analyses are completed, the team will meet and determine a rating for each of the evaluation factors for Phase 1 by consensus decision. After each of the Factors for each of the proposals are rated, the team will develop, again by consensus, a final overall rating for the Phase 1 proposal. Up to five Offerors will continue into Phase 2 of the project. No proposals which receive an overall rating of Unsatisfactory or Marginal will be forwarded to Phase 2 regardless of the total number of proposals received.

5. PHASE 2 EVALUATION PROCEDURES AND CRITERIA:

a. General. The proposals from the Offerors who reach Phase 2 will be evaluated by a team of Government staff to determine compliance with this solicitation (as a minimum), and to evaluate the quality of the proposed materials, methods, and procedures. Each of the evaluation Factors for Phase 2 will be evaluated by the Government and a final overall rating for the proposals shall be determined by consensus of the Government evaluation team. The rating scheme for Phase 2 of the process is as shown below:

EXCELLENT: The offeror greatly exceeds the scope of the solicitation requirements in all aspects of the particular factor or sub-factor. The offeror also provides significant advantage(s) and exceeds the solicitation requirements in performance or capability in an advantageous way and has no apparent or significant weaknesses or omissions.

ABOVE AVERAGE: The offeror exceeds the scope of the solicitation in most aspects of the particular factor or sub-factor. The offeror provides an advantage in key areas or exceeds performance or capability requirements, but has some areas of improvement remaining.

AVERAGE: The offeror matches the scope of the solicitation in most aspects of the particular factor or sub-factor. The offeror meets the performance or capability requirements of the element but not in a way advantageous to the Government. There is room for improvement in this element.

POOR: The offeror does not meet the minimum scope of the solicitation for the particular factor or sub-factor. The offeror does not include any advantages and does not meet the minimal performance or capability requirements for this element. The offeror contains many apparent weakness and requires improvement.

UNACCEPTABLE: The offeror fails to meet the scope of the solicitation in all aspects of the factor or sub-factor or has not submitted any information to address this evaluated item. The offeror does not include any advantages in any areas of the element and does not meet the minimum performance or capability requirements of this factor or sub-factor. The proposal includes large apparent weaknesses and the proposal will require extensive modifications to come into compliance with the minimum requirements of the solicitation.

b. Relative Importance of Factors. Refer to paragraph 1 in this section for delineation of factor relative importances.

FACTOR 2-1: HOUSING UNIT DESIGN. Housing unit design includes the function and appearance of housing unit materials, exclusive of the purely technical performance of internal engineering systems. The subfactors and elements considered herein deal with the planning and design of the housing units, as well as the durability and thermal performance of the materials. Consideration will be given to: the

interaction of the individual housing unit to people; the degree to which the unit blends with those outdoor features of living normally associated with the family; the overall esthetics of the housing unit; and the amenities associated with livability. These latter elements include such items as separation of activities, convenience, logistics, leisure, bathing, food handling, and sleeping. The sub-factors described below will be evaluated in the following order of importance:

Ranking of Sub-Factors

Subfactor a. is slightly less important than subfactor b
Subfactor b. is the most important subfactor
Subfactor c. is slightly less important than subfactor a
Subfactor d. is slightly less important than subfactor c
Subfactor e is slightly less important than subfactor d, this is a GO NO-GO subfactor.
Subfactor f is slightly less important than subfactor e
Subfactor g is slightly less important than subfactor f
Subfactor h is slightly less important than subfactor g
Subfactor i, j, k are each equal in importance to subfactor h
Subfactor l is slightly less important than subfactor k
Subfactor m is slightly less important than subfactor l
Subfactor n, o, p, q are each equal in importance to subfactor m

b. HOUSING UNIT TYPE

The mix of housing unit types will be evaluated on the basis shown below, where mixtures of unit types are provided, the evaluation team shall arrive at a consensus adjectival rating selection.

[Design District edit to suit particular project.]

Single Detached Units = Rated = Excellent
Duplex Units = Rated = Above Average
Townhouses = Rated = Average
Apartments = Rated = Average

b. FUNCTIONAL ARRANGEMENT The following items will be considered in the evaluation of the unit functional arrangement:

(1) Does the floor plan of the housing unit provide convenient circulation between living, food handling, sleeping, and bathing areas?
(2) Does the relationship among the areas enhance flexibility of usage? Consider amenities which enhance the overall interior functions, for example, living, sleeping, food handling, and bathing.
(3) Is an entrance foyer with a closet and visual separation from living areas provided?
(4) Is access provided to functional areas without passing through living spaces? Where circulation is adjacent to living spaces without separation, is a minimum circulation path of 900 mm [3 ft] provided exclusive of the minimum room dimensions?
(5) Is there a balanced relationship in the sizing of these functional areas? Consider the impact of family size on the size and relationship of areas.
(6) Are the logistics of home operation considered, for example, furnishability, furniture movement, circulation of expendable supplies and disposal?
(7) Does the plan enhance indoor and outdoor living in relation to patios, screened porches, vistas, yard areas, and climate.
(8) What other design considerations are provided which enhance the overall livability and amenity of the unit?

c. EXTERIOR APPEARANCE The following items will be considered:

(1) Variety in facades, roof lines, and entrances.

(2) Interesting staggering of housing units.
(3) Proportions of fenestration in relation to elevations.
(4) Visual effects of garages on the housing units.
(5) Shadow effects, materials, and textures.
(6) Proportion and scale within the structure.
(7) Other aesthetic considerations.

d. LIVING, DINING, AND FAMILY AREAS (Furnishability and circulation are evaluated under sub-factor f above.) The following interior design elements which enhance the individual and family group aspects of recreation, leisure, and entertainment such as the following, will be considered:

(1) Possibilities for joint use or concurrent separate activities.
(2) Location of convenience elements, for example, light switching, convenience outlets, and TV outlets.
(3) Amenities, such as fireplaces and built-in bookcases.
(4) Living Room
(5) Dining Area
(6) Family Room and Secondary Dining Area

e. MINIMUM SPACE SIZES. Does the proposal include all the spaces required by the statement of work and do those spaces comply with the minimum size or dimension requirements of the statement of work? Insufficient or incomplete information in the proposal for any of the unit types will be scored as a "NO GO". A single NO GO for any unit type will require an overall NO GO Rating for this subfactor.

f. STORAGE Consideration will be given to the size, location, and utility of all storage areas including shape of space, finish, lighting, and shelving provided.

(1) Exterior bulk storage.
(2) Interior bulk storage.
(3) Closet (linen, coat, clothing).

g. VEHICLE STORAGE Consideration will be given to type of garage proposed, proximity of second parking spaces, and/or covered walkways to the housing units, as well as appropriate treatments with respect to prevailing climatic conditions. This item does not include consideration of space in excess of that required for automobile storage only. Additional space included or integral to garages will be evaluated as storage under the STORAGE sub-element. Aesthetics are considered under EXTERIOR APPEARANCE.

h. SLEEPING Consideration will be given to the size and proportions of bedrooms as related to windows, doors, furniture arrangement, and closet access in the area. Access to bedrooms, as well as the relationship to other functional areas, are treated under FUNCTIONAL ARRANGEMENT. Closet size is addressed under STORAGE. The following design issues will be evaluated:

(1) Bedroom size. Additional consideration for area and/or dimensions in excess of specified minimums.
(2) Furnishability.
(3) Visual and acoustic privacy.

i. KITCHEN AND FOOD HANDLING The kitchen is the focal point of activity for the homemaker. Considerable initiative and innovative approaches to the design of the area can be achieved by the offeror to enhance this major logistics and control area. Its relationship to living, dining ingress and egress, and sleeping has been addressed in FUNCTIONAL ARRANGEMENT. Consider the following design issues:

(1) Efficiency of food preparation triangle including the circulation of persons and materials.
(2) Pedestrian and product circulation (controlled basically by relationship of counter space to major appliances).

(3) Size and layout of cabinetry and counter areas. (Add points for area above the minimum requirements.)
(4) Outlet number and placement.
(5) Provision of a space with electrical outlet for an occupant-owned freezer.
(6) Visual privacy.

j. EXTERIOR FINISHES This sub-element evaluates the aesthetics, maintainability, and quality of windows, doors, siding, roofing, soffits, fascia and trim, and exterior painting and stains here. **Proposers are encouraged to review the materials and constructions submitted carefully with respect to Sustainable Design Considerations as listed in the Statement of Work.** Particular attention should be paid to finishes which require the minimum amounts of cyclical maintenance.

k. THERMAL ENVELOPE This sub-element evaluates the thermal performance of the following house elements: walls, roof and ceiling, floors and perimeters, windows and glazing, doors, and tightness (reduction of infiltration). The integrity of the thermal envelope is a prime consideration in complying with "Energy Star" program requirements. Proposals which do not comply with the stated minimums will be considered as non-conforming and may be eliminated from further consideration.

l. INTERIOR FINISHES The quality, durability, maintainability, and aesthetics for each of the following will be evaluated:

(1) Walls and ceilings.
(2) Flooring.
(3) Shelving, wainscots and moldings.
(4) Kitchen and Bath cabinets and tops. Also consider quantity.
(a) Factory pre-finished laminated (natural wood) is preferred for cabinets.
(b) Laminated plastic with integrally molded backsplash and nosing is preferred for countertops.

m. BATHROOM AREAS The technical portion of the RFP sets forth the minimum size of full baths, as well as the required and/or desirable fixtures, furnishings, and finishes of the bathrooms. Beyond these design requirements, amenities gained through additional net area, furnishings, layout, and privacy will be considered, including:

(1) Number and size.
(2) Furnishings (e.g., vanities with or without cabinets, other storage, and heat lamps).
(3) Layout (convenience and attractiveness).
(4) Visual and acoustic privacy.

n. UTILITY AND WORK AREAS This sub-element provides for occupant-owned or Government-furnished washers and dryers in an area of the housing unit which provides for efficient product circulation and yet does not infringe on other functions. The occupant owned freezer may also be housed in this area. This sub-element evaluates utility and work space above the minimum requirement, an enclosed washer/dryer space. The overall goal is to provide a space for the washer/dryer, freezer, ironing, and hobbies. Overall functional layout, as it relates to other areas, should be considered under FUNCTIONAL ARRANGEMENT. The following concerns will be evaluated:

(1) Does the area provide efficient work space and work flow without infringing on other functions?
(2) Is the area suitable for ironing and/or light hobby work?
(3) Is the location and layout well designed to accommodate mechanical equipment?
(4) Size and layout.
(5) Provision of shelving, storage, lighting, and convenience outlets.
(6) Location of mechanical equipment with respect to access, convenience, and noise.

o. COLOR SCHEMES This sub-element considers the aesthetics and coordination of interior and exterior finish designs.

p. PATIOS, SERVICE YARDS, AND FENCING Size, quality of materials, arrangement, and visual appearance of these supporting amenities will be evaluated here.

q. AMENITIES This area evaluates desirable features or amenities not required in the SOW (e.g., patio roofs, screened porches, built-in features, bus shelters, or other amenities).

FACTOR 2-2: HOUSING UNIT GROSS AREAS. Evaluators will review the area calculations submitted with the proposal. Proposals which meet the minimum gross area limitations set forth in the solicitation shall be evaluated as "Average". Gross area added to the units must have demonstratable positive impacts on family life and well being. The provision of additional square footage, in and of itself, does not require the awarding of additional consideration in this factor.

FACTOR 2-3: HOUSING UNIT ENGINEERING. In addition to system design, each subfactor evaluates the choice of materials for the systems in terms of life cycle cost effectiveness. Since these new housing units will be "Energy Star" Homes, proposals must include information required to allow the evaluators to determine compliance with the minimum requirements of the solicitation with respect to Energy Conservation. Proposers are encouraged to adopt and/or develop additional means and methods to enhance the performance of the submitted units. Considerations such as durability, corrosion resistance, pest and termite resistance, ease of maintenance, life cycle cost of maintenance, and energy efficiency should be included within the following sub-factors:

Ranking of Sub-Factors

Subfactor a This is the most important subfactor
Subfactor b This subfactor is less important than subfactor a.
Subfactor c This subfactor is slightly less important than subfactor b
Subfactor d This subfactor is less important than subfactor c
Subfactor e This subfactor is a GO NO GO subfactor.

a. ENERGY STAR PROGRAM CONSIDERATIONS. This element considers the quality of the energy conservation investments which the proposer has included in the unit design. While the solicitation sets minimum standards for compliance, this element considers the overall quality of the housing unit systems and can provide additional consideration for systems which exceed the stated minimums.

(1) Residential Appliances. Consider energy star labeled refrigerator and dishwasher and other appliance upgrades with respect to energy conservation.
(2) Ductwork Systems. The design and general layout of the systems are evaluated in subfactor b above. This item represents efforts and procedures outlined in the proposal with respect to duct sealing and leakage reduction.
(3) Infiltration Reduction Systems. This item considers measures proposed which exceed the minimum requirements set forth in the solicitation.

b. HEATING, VENTILATION, AND AIR CONDITIONING This element considers the quality of heating, ventilating, air conditioning, control systems, and associated equipment design to provide personal comfort in a life cycle cost effective manner.

(1) System design: Supply air distribution
(2) System design: Return air
(3) Kitchen exhaust systems
(4) Air Handling/Furnace system. Consider equipment efficiencies, features, and maintainability.
(5) Condensing unit . Consider equipment efficiencies, features, and maintainability.

c. INTERIOR ELECTRICAL SYSTEM This element considers wiring, switching, and panel design (e.g., panel size, number of circuits, provision of spares). Quality points are also given for provision of fixtures, outlets, and switching in excess of minimum requirements.

(1) System design.
(2) Outlet and switch placement and quality.
(3) Fixture quality. Evaluate both aesthetics and energy conservation qualities.
(4) Electrical equipment quality.

d. INTERIOR PLUMBING SYSTEM This element considers piping systems design quality, fixture quality, and water heater size and recovery.

(1) Piping zoning, layout, and isolation
(2) Piping size and material quality
(3) Fixtures and accessories. Evaluate quality and water usage.
(4) Water heater size and recovery. Evaluate quality of water heater with respect to energy conservation. Consideration should be given to power ventilated water heaters as well as sealed combustion water heaters.

e. STRUCTURAL SYSTEM This element considers the quality of the foundation and framing system design.

FACTOR 2-4: SITE DESIGN. Site design includes overall planning, layout, design and development of the housing site(s), exclusive of utility systems. It embraces consideration of community appearance, compatibility of grounds and buildings, functionality, dignity, and livability. Generally excluded are considerations relative to the quality of materials, which are evaluated elsewhere. Elements making up this factor are itemized below:

Ranking of Sub-Factors:

Subfactor a. This is the most important subfactor
Subfactor b. This subfactor is slightly less important than sufactor a.
Subfactor c. This subfactor is less important than sufactor b.
Subfactor d. This subfactor is equal in importance to sufactor c.
Subfactor e. This subfactor is equal in importance to sufactor d.
Subfactor f. This subfactor is equal in importance to sufactor d.
Subfactor g. This subfactor is equal in importance to sufactor d.

a. SITE UTILIZATION AND AREA DEVELOPMENT PLAN The project density in housing units per hectare [acre] is pre-established by the project scope and the composition (number of units and number of bedrooms) in relation to total area prescribed for development. Within this pre-established parameter, elements of site design to be evaluated include:

(1) Family Housing Area Development Concept
(2) Clustering. Grouping of structures to provide good accessibility to and from streets, parking areas, and usable attractive open areas.
(3) Building Solar Orientation and Variation of Structure Setback and Appearance. Achieving a desirable orientation of the majority of buildings with respect to solar gain, prevailing breezes and views, taking into account topography and climatic conditions in the area. Also consider unit setbacks, the relationship between units, and the relationship of units to the surrounding structural and existing landscape elements (e.g., trees, screens). A variation of the number and type of housing units shall be provided to produce a variety of exterior appearances.
(4) Buffering, Open Space, and Separation Between Structures. Consider separation of buildings from heavy traffic lanes and surrounding land uses not compatible with a resident development. Consider

open space other than major recreation fields and play lots provided by the proposed layout. Evaluate adequacy of spacing between units to ensure sound, light, and individual and group privacy.

b. Force Protection Considerations. This subfactor evaluates the implementation and considerations of the facility construction related Force Protection Requirements associated with these facilities. A proposal rated "Unacceptable" in this subfactor will be eliminated from consideration.

[Design District shall edit this paragraph to suit the specific Force Protection Requirements.]

c. LANDSCAPE PLANTING PLAN This sub-factor evaluates the design, quality, quantity, and location of trees, shrubs, plantings, ground covers, and grass used to screen and enhance individual living units and recreation areas. Considerations include screening, decorative planting, and the following:

(1) Screening and Shading
(a) Have plant material been specified that is hardy to the area?
(b) Are plantings provided which screen between adjacent housing units, structures, and clusters to enhance privacy of the occupants? Consider number, size, type, and quality of trees and shrubs proposed.
(c) Are planting clusters provided to discreetly conceal trash container sites and clothes drying areas to the maximum extent possible without interfering with pedestrian and service vehicle access? Consider number, size, type, and quality. (Mandatory if screening fence is not provided.)
(d) Do trees provide summer solar shading on east, west, and south exposures of children's outdoor play areas?
(e) Are foundation plantings provided as appropriate to meet low maintenance requirements? Consider number, size, type, and quality.
(f) Are trees and shrubs used appropriately to define the open spaces?

(2) Street Trees.
(a) Are street trees provided in accordance with a street tree scheme for the hierarcy of streets in the area? Consider number, size, type, and quality.
(b) Have street trees been specified that are hardy to the area?

d. VEHICULAR CIRCULATION This sub-factor evaluates the capability of primary, secondary, and feeder streets to provide access to the units, community facilities, and service access to the units. The factor also evaluates vehicular and pedestrian safety. Considerations include the following:

(1) Access.
(a) Is there convenient and direct access to and from and between each structure and/or cluster, and to community facilities?
(b) Is the new street system a logical extension of the adjacent community?
(c) Does the primary, secondary, and feeder street system minimize traffic conflict points, minimize the number of turning movements at intersections, and maximize spacing of intersections?

(2) Service.
(a) Can service vehicles (maintenance, trash, moving vans and emergency) circulate efficiently in the development?
(b) Can delivery service trucks and moving vans gain access to and park in proximity to the housing units?
(c) Can fire trucks and ambulances gain immediate and direct access to each housing unit?

e. CHILDREN'S OUTDOOR PLAY AREAS This sub-factor evaluates the quality and quantity of play lots and neighborhood parks. Considerations include the following:

(1) Neighborhood Parks
(a) Have age appropriate play events and equipment been provided for the 5-9 year age group?

(b) Have age appropriate play events and equipment been provided for the 9-15 year age group?

(2) Play Lots
(a) Have age appropriate play events and equipment been provided for the 6 week-5 year age group?
(b) Have age appropriate play events and equipment been provided for the 5-9 year age group?
(c) Have the requirements for age appropriate scale been applied to the children's outdoor play areas?
(d) Have the requirements for use zones under and around play equipment been applied to the children's outdoor play areas?
(e) Are the use zones shown on the site plan?
(f) Have the requirements for a playground safety surface been applied to the children's outdoor play areas?
(g) Have poisonuous plants and plants with thorns been avoided or removed from the children's outdoor play areas?

f. PEDESTRIAN CIRCULATION This sub-factor evaluates the way in which the walkway system supports the movement of pedestrians from one location to another. If the overall street pattern does not make sidewalks functionally compatible with the sub-elements of a good pedestrian circulation system listed below, then the ratings assigned must reflect this functional inadequacy. Considerations include the following:

(1) Individual Units: Building Parking and Refuse Disposal
(a) Does the walkway system provide short direct access routes to the fronts of all housing units within a cluster and to adjacent clusters?
(b) Are parking areas connected to the structures they serve by walkways?
(c) Can all parts of the parking areas be reached without leaving the pavement?
(d) Does the walkway pattern minimize pedestrian traffic within the parking areas?
(e) Are walkways provided between housing units and trash containers and beyond that to street pickup points?

(2) To Play Lots, Neighborhood Park, Bus Stops, and Off Site Recreation Areas, Schools, Community Buildings, etc.
(a) Do walkways provide convenient routing to the above functions?
(b) Can play lots be reached without crossing primary or secondary streets?
(c) Does the walkway system provide a natural and convenient routing to a school within walking distance or to the nearest school bus stop?

g. PARKING This sub-factor evaluates the proximity of parking to housing units and the layout of parking spaces. Considerations include the following:

(1) Proximity to Housing Units. Preferences are defined in descending order:
(a) Two spaces per housing unit adjacent to (within 7600 mm [25 ft]) the garage.
(b) One or two spaces adjacent to (within 7600 mm [25 ft]) the garage. Other spaces within 15200 mm [50 ft] of the housing units.
(c) Parking areas within 15200 mm [50 ft] of the housing units.
(d) Parking areas over 15200 mm [50 ft] from the housing units.

(2) Layout of Parking Areas. Evaluate in terms of:
(a) Internal circulation.
(b) Minimizing conflicts between cars entering and leaving the parking areas.
(c) Elimination of the necessity for backing into primary streets.
(d) Separation of parking area entrances and exits from street intersections.

FACTOR 2-5: SITE ENGINEERING. Site engineering includes the technical performance of site design and exterior utility systems. The quality of the proposed construction materials is also evaluated in each element. Particular emphasis is placed on durability, corrosion resistance, pest and termite resistance,

ease of maintenance, and life cycle cost of maintenance requirements. Consideration will be given to the suitability of the chosen material to the environment in which it is to be placed. Evaluation includes consideration of engineering aspects of operation and maintenance. Utility systems are to be evaluated beyond the 1500-m [5-ft] line from the housing units. Elements making up this factor are itemized below:

Ranking of Sub-Factors

Subfactor a. This is the most important subfactor.
Subfactor b. This subfactor is less important than subfactor a.
Subfactor c. This subfactor is equal in importance to subfactor b.
Subfactor d. This subfactor is equal in importance to subfactor b.
Subfactor e. This subfactor is equal in importance to subfactor b.

a. SITE INTEGRATION This sub-factor evaluates grading, drainage, its integration with natural features, and the proposals integration with the surrounding area.

(1) Integration with Surrounding Area. This element evaluates the integration of physical flows and relationships with, and between, the site and surrounding area.
(2) Preservation of Natural Features . This element evaluates the preservation of trees, natural drainage swales, streams, and any other natural and historic features that lend interest and appeal to the community.
(3) Grading This element evaluates the effects of grading on the natural features of the site and the topographic features and character of the surrounding areas and region.
(a) Consider the aesthetic effects of grading.
(b) Does the grading plan enhance and blend with the natural conditions on the site? Does it blend the proposed development into the general topographic character of areas surrounding the site and the region in general?

(4) Drainage Design. This element evaluates the quality and effectiveness of the drainage system design in handling surface runoff. See SOW Paragraph 4.d. for additional requirements.

b. WATER SYSTEM Evaluates system design, material quality, and maintainability.

c. FUEL PIPING AND STORAGE Evaluates piping sizes, material quality, layout, accessibility, and cutoff isolation.

d. ELECTRICAL DISTRIBUTION Evaluates system design, material quality, and maintainability.

e. SANITARY SEWER Evaluates system design, material quality, and maintainability.

FACTOR 2-6: OFFEROR MANAGEMENT PLANS AND SCHEDULES.

This factor evaluates the Offeror's Project Management Plans as well as the proposed schedule for completion of the entire design-build project. Through this factor the Government will evaluate the Offeror's understanding of the solicitation provisions with respect to an integrated design-build process and the associated quality control, scheduling, coordination, and contract close out provisions. Each of the subfactors below is approximately equal in importance in the evaluation.

a. Quality Control Plan. The sample quality control plan provided by the Offeror will be reviewed and evaluated for inclusion of specific quality control practices and requirements necessary for the successful completion of all phases of this project. These phases include design stages as well as construction specialties. Offeror's plan must show the inclusion of the Corps Three Phase Inspection process and address the implications and operations of the Quality Control Plan and it's integration with the Quality Assurance Operations performed by the Government. The personnel and qualifications of the individuals

performing in the Quality Control organization will be evaluated under the Phase 1 submission, however, if personnel changes have occurred since the Phase 1 submittal, these individuals must be evaluated as part of the Phase 2 evaluation process.

b. Schedule Information. The schedule will be evaluated to assess the inclusion of "fast tracking" and the rational of how the Offeror intends to comply with the submitted schedule. The schedule must reflect a single task oriented structure for both design and construction. The schedule will be reviewed for completeness and the inclusion of required milestones. A schedule which improves on the Government supplied maximum duration will be considered more favorably during the evaluation.

c. Closeout Plan. The Offeror's closeout plan will be reviewed and evaluated to determine the Offeror's understanding the close out requirements of the solicitation. Particular emphasis will be placed on O&M Manual production and Installation Staff training methods and processes.

d. Sub-Contracting Plan. The Government will evaluate the Offeror's proposed subcontracting plan will be evaluated in terms of achieving the required special emphasis group participations and the completeness and rational for the plan proposed. Offerors who are not required to submit a subcontracting plan (ie Small Business concerns) will be assigned a rating equal to the highest evaluation of any subcontracting plan submitted in response to this solicitation.

SECTION 00600

Representations & Certifications

SECTION 00600
Representations & Certifications

Note: FAR and DFAR paragraphs are shown only for reference. All contractual information and requirements must be coordinated and produced through the PDT Contract Specialist. This TI is not meant to serve as contracting authority or direction.

PARAGRAPH	DESCRIPTION
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)
52.204-5	WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)
52.204-3	TAXPAYER IDENTIFICATION (OCT 1998)
52.209-5	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)
52.215-6	PLACE OF PERFORMANCE (OCT 1997)
52.222-22	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)
52.223-1	CLEAN AIR AND WATER CERTIFICATION (APR 1984)
52.223-13	CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)
52.226-2	HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION (MAY 1997)
252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)
252.247-7022	REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

SECTION 00700

Contract Clauses

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Contract Clauses

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PARAGRAPH	DESCRIPTION
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTORb REGISTRATION (MAY 1999)
52.202-1	DEFINITIONS (OCT 1995) --ALTERNATE I (APR 1984)
52.203-3	GRATUITIES (APR 1984)
52.203-4	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-7	ANTI-KICKBACK PROCEDURES. (JUL 1995)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-9	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)
52.204-3	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (JUN 1996)
52.209-5	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT. (JUL 1995)
52.215-2	AUDIT AND RECORDS--NEGOTIATION (JUN 1999)
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
52.215-12	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)
52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 1999)
52.219-9	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (OCT 1999)--ALTERNATE I (JAN 1999)
52.222-3	CONVICT LABOR (AUG 1996)
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION. (JUL 1995)
52.222-6	DAVIS-BACON ACT (FEB 1995)
52.222-7	WITHHOLDING OF FUNDS (FEB 1988)
52.222-8	PAYROLLS AND BASIC RECORDS (FEB 1988)
52.222-9	APPRENTICES AND TRAINEES (FEB 1988)
52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)
52.222-11	SUBCONTRACTS (LABOR STANDARDS (FEB 1988)
52.222-12	CONTRACT TERMINATION--DEBARMENT (FEB 1988)
52.222-13	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)
52.222-14	DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)
52.222-15	CERTIFICATION OF ELIGIBILITY (FEB 1988)
52.222-26	EQUAL OPPORTUNITY (FEB 1999)
52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)
52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE

PARAGRAPH	DESCRIPTION
	VIETNAM ERA (APR 1998)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999)
52.233-2	CLEAN AIR AND WATER (APR 1984)
52.233-3	PROTEST AFTER AWARD (AUG. 1996)
52.223-6	DRUG-FREE WORKPLACE (JAN 1997)
52.223-14	TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)
52.225-5	BUY AMERICAN ACT--CONSTRUCTION MATERIALS (JUNE 1997)
52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (AUG 1998)
52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (SEP 1996)
52.227-1	AUTHORIZATION AND CONSENT (JUL 1995)
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
52.227-4	PATENT INDEMNITY--CONSTRUCTION CONTRACTS (APR 1984)
52.228-1	BID GUARANTEE (SEP 1996)
52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.228-2	ADDITIONAL BOND SECURITY (OCT 1997)
52.228-11	PLEDGES OF ASSETS (FEB 1992)
52.228-15	PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (SEP 1996)
52.228-12	PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS. (OCT 1995)
52.228-13	ALTERNATIVE PAYMENT PROTECTIONS (OCT 1997)
52.228-14	IRREVOCABLE LETTER OF CREDIT (DEC 1999)
52.229-3	FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)
52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 1997)
52.232-17	INTEREST (JUNE 1996)
52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) - ALTERNATE I (APR 1984)
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JUN 1997)
52.233-1	DISPUTES. (DEC 1998)
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)
52.326-6	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) – ALTERNATE I (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)
52.236-23	RESPONSIBILITY OF THE ARCHITECT-ENGINEER CONTRACTOR (APR 1984)
52.236-24	WORK OVERSIGHT IN ARCHITECT-ENGINEER CONTRACTS (APR 1984)
52.236-25	REQUIREMENTS FOR REGISTRATION OF DESIGNERS (APR 1984)
52.236-26	PRECONSTRUCTION CONFERENCE (FEB 1995)
52.242-13	BANKRUPTCY. (JUL 1995)
52.242-14	SUSPENSION OF WORK (APR 1984)
52.243-4	CHANGES (AUG 1987)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (OCT 1998)
52.246-12	INSPECTION OF CONSTRUCTION (AUG 1996)

PARAGRAPH	DESCRIPTION
52.248-3	VALUE ENGINEERING--CONSTRUCTION (MAR 1989)
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996) – ALTERNATE I (SEP 1996)
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)
52.253-1	COMPUTER GENERATED FORMS (JAN 1991)
252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT- RELATED FELONIES (MAR 1999)
252.203-7002	DISPLAY OF DOD HOTLINE POSTER (DEC 1991)
252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION.(MAR 1998)
252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)
252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ONSITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995)
252.209-7003	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (MAR 1998)
252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)
252.215-7000	PRICING ADJUSTMENTS (DEC 1991)
252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (APR. 1996)
252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC 1991)
252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES. (MAY 1999)
252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)
252.225-7036	BUY AMERICAN ACT NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION ACT - BALANCE OF PAYMENTS PROGRAM (MAR 1998)
252.227-7015	TECHNICAL DATA--COMMERCIAL ITEMS. (NOV 1995)
252.227-7022	GOVERNMENT RIGHTS (UNLIMITED) (MAR 1979)
252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988)
252.227-7033	RIGHTS IN SHOP DRAWINGS (APR 1966)
252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA. (SEP 199)
252.236-7000	MODIFICATION PROPOSALS - PRICE BREAKDOWN. (DEC 1991)
252.236-7001	CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS. (DEC 1991)
252.236-7006	COST LIMITATION (JAN 1997)
252.243-7001	PRICING OF CONTRACT MODIFICATIONS (DEC 1991)
252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)
252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT (DEC 1991)
252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA (NOV 1995)
252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (NOV 1995)
252.248-7000	PREPARATION OF VALUE ENGINEERING CHANGE PROPOSALS (MAY 1994)

CONTRACT CLAUSES FOR DESIGN-BUILD CONSTRUCTION CONTRACTS:
NOTES TO THE DESIGN DISTRICT

The applicable contract clauses (Section 00700) for a D-B RFP are generally the same as for a design/bid/build construction RFP solicitation. There are some special considerations to keep in mind for a D-B RFP. Clauses that allow the Government to tailor wording to fit the situation are discussed herein. We have also included some discussion on some standard clauses.

Suggested Clauses and Associated DFARS Clauses to be Included in a D/B Contract:

Requirements for Registration of Designers
Performance of Work by the Contractor
Limitations on Subcontracting
Commencement, Prosecution, and Completion of the Work
Governments Rights (Unlimited)
Drawings and Other Data to Become Property of the Government
Rights in Shop Drawings
Nondomestic Construction Materials

REQUIREMENTS FOR REGISTRATION OF DESIGNERS

It is extremely important to include this standard A-E contract clause in design-build construction contracts. Section 01012, "Design After Award", should specify requirements for the D-B contractor to designate "designers of record" for each design discipline. Section 01330, "Submittals", must specify the role of the DOR(s) to review and approve all submittals for extensions to design and other submittals, requiring coordination with the design. Section 00110, "Proposal Submission Requirements", requires offerors to identify and submit qualifications for the DOR(s). The below Contract Clause establishes minimum standards for registration.

52.236-0025 REQUIREMENTS FOR REGISTRATION OF DESIGNERS (Apr 1984)

The design of architectural, structural, mechanical, electrical, civil, or other engineering features of the work shall be accomplished or reviewed and approved by architects or engineers registered to practice in the particular professional field involved in a State or possession of the United States, in Puerto Rico, or in the District of Colombia.

(End of Clause)

PERFORMANCE OF WORK BY THE CONTRACTOR.

The following clause is mandatory for construction RFPs, not set-aside for small business or 8(a). The purpose of the clause is to prevent "brokering" of the work (that is where the winning contractor subs out the work to another firm or firms) and to require personal participation and management of the work by the prime contractor.

52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least _____ (**) percent of the total amount of work to be performed under the contract, not including design

work. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of Clause)

***** NOTE:*** *The FAR allows us to edit the required percentage of required self-performed work. Analyze each project on its own merits. Success in design-build construction requires a firm with strong management skills in design and construction. It is recommended specifying a figure within the range of 12-15% of the construction amount, rather than the commonly used figure of "20%" for standard construction contracts. The design fee is normally excluded from the total amount of work. See FAR 36.501 for prescription for use. See also the discussion following this clause for suggested wording to include in Section 00110, "PROPOSAL SUBMISSION REQUIREMENTS", explaining to the offerors what is and what isn't defined as "self performed work." We have also included a standard form for offerors to calculate the amount of work proposed to be self performed and to submit for proposal evaluation.*

SECTION 0110, "PROPOSAL SUBMISSION REQUIREMENTS", SELF-PERFORMED WORK

Below is suggested wording, explaining the requirements of the Contract Clause "Self-Performance of Work." Include this information in Section 01010 "PROPOSAL SUBMISSION REQUIREMENTS. Note that contracts for 8(a) or SDB Set-Aside use a different clause and distinctly different method of calculation of self-performed work.

"XX. Self-Performed Work: Identify what construction parts of the project will be "self-performed" by in-house forces and the related cost for each part, as defined below. If sufficient information is available at the time your offer is prepared, state (within this Organization factor narrative) the percentage of work you will self-perform. If sufficient information is not available during preparation of this narrative, state that the information is in the Pro-Forma requirements (see the following paragraph). The prime contractor must perform [___] percent of the contract work with its own organization in accordance with Section 00800, "PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)."

XX.1 Computation Sheet. Provide and illustrate the calculation for "percent of self-performed work", in accordance with the definitions below. Use the form attached hereinafter.

XX.2 The following are definitions concerning self-performance of work by the Prime Contractor, in accordance with Section 00800, "PERFORMANCE OF WORK BY THE CONTRACTOR."

XX.2.1 "Self-performance of work" generally includes mobilization and utilization of owned or rented plant and equipment to be operated by the prime contractor's own employees; only those materials which will be both purchased and installed by the prime's own forces; labor associated with those aforementioned materials or equipment; only those supplies to directly support work performed by the contractor's own employees; and the contractor's own job overhead costs.

XX.2.2 The following is NOT self-performed work for purposes of the clause: Prime contractor markups for profit, general and administrative overhead, bonds, or other indirect costs on self-performed or subcontracted work; "Owner-operated equipment", rental of plant or equipment for operation by subcontractors; purchase of materials for installation by subcontractors.

XX.2.3 "On the site" includes the construction site(s) as well as off-site fabrication plant or other facilities necessary to manufacture assemblies or provide materials to be incorporated into the construction project.

XX.2.4 "Total amount of work to be performed under the contract" is comprised of all direct (variable, fixed, one-time and semi-variable) costs to the contractor, including jobsite overhead costs, to construct the project. It generally includes all self-performed work, as defined above, and cost of all supplies,

materials and subcontracts. It does not include design costs, home or branch office overhead costs or prime contractor markups for bond, profit, etc."

Shown below is a suggested standard form to include in section 00110, "Proposal Submission Requirements." Use this information to evaluate proposed self-performed work.

FORMAT FOR CALCULATION OF SELF-PERFORMED WORK
DESIGN/BUILD CONTRACTS
For all Contracts, except 8(a)

Use a format similar to the following to identify and calculate cost of the work to be self-performed. Refer to the definitions pertaining to "Self-performance of work", "On the site" and "Total amount of work to be performed under the contract". Include this information in the envelope for Pro Forma Requirements) if undetermined until the specified deadline for proposal submission. Otherwise include it in the Performance Capability information:

A. Clearly describe the work to be self-performed:

_____

_____

_____

B. Show Calculation of Self-Performed Work:

B.1 Total Bid Price: $_____

B.2 Subtract Design Cost: ($_____)

B.3 Subtract G&A, home office overhead, prime contractor's markups for profit, bond, state use tax, etc. ($_____)

B.4 Remainder is "Total amount of work to be performed under the Contract" = $_____

B.5 "Work to be self-performed": = $_____
(Includes mobilization and utilization of owned or rented plant and equipment to be operated by the prime contractor's own employees; only those materials which will be both purchased and installed by the prime's own forces; labor associated with those aforementioned materials or equipment; only those supplies to directly support work performed by the contractor's own employees; and the contractor's own job overhead costs.)

B.6 % Self-performed Work = Line B.5/ Line B.4 X 100% = _____%

LIMITATIONS ON SUBCONTRACTING.

Note that 8(a) or SDB set-aside contracts do not use the standard FAR Clause "PERFORMANCE OF WORK BY THE CONTRACTOR". Instead, use a Statutorily prescribed clause, entitled "LIMITATIONS ON SUBCONTRACTING." The purpose of the clause is to require personal supervision and control of the contract work by the SDB firm and to require substantial personal work performance (to avoid "brokering the work to non-minority firms). The definitions of self-performed work are substantially different than for non- 8(a) contracts. The clause is shown below, along with information and a form for use in Section 00110 "PROPOSAL SUBMISSION REQUIREMENTS" of the RFP for a competitive 8(a) or competitive SDB set-aside contract.

52.219-14 LIMITATIONS ON SUBCONTRACTING (Jan 1991)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for:

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a regular dealer in such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction **. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors **. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

(End of Clause)

**Specify, in Section 0110, "PROPOSAL SUBMISSION REQUIREMENTS", whether the contract is for general construction or a single trade. This will clarify which sub-paragraph, (b)(3) or (b)(4), applies to the specific project).

SECTION 0110, "PROPOSAL SUBMISSION REQUIREMENTS", SELF-PERFORMED WORK FOR Competitive 8(a) or SDB Set-aside.

The following is suggested wording for inclusion in Section 00110 of the RFP:

"XX. Identify what parts of the project will be "self-performed" by in-house forces and the related cost for each part, as defined below. Provide and illustrate the calculation for "percent of self-performed work", in accordance with the definitions below.

XX.1 Definitions regarding self-performance of work by the Prime Contractor, in accordance with Contract Clause: "Limitations on Subcontracting" (FAR 52.219-14):

XX1.1 The work in this contract is "general construction" for purposes of Contract Clause "Limitations on Subcontracting."

XX.1.2 "Self-performed work" generally includes costs for: mobilization and utilization of owned or rented plant and equipment to be operated by the contractor's own employees and labor associated with the aforementioned equipment; contractor's own labor to fabricate or to install materials into the finished

construction; performance by the contractor's own employees of design work, land surveys and other engineering or technical specialist services required by the contract; supplies to directly support the aforementioned work to be accomplished by the contractor's own employees; and the contractor's own job overhead costs. Contractor markups for profit, general and administrative overhead, bonds, or other indirect costs on "self-performed" or subcontracted work are not "self-performed work" and are to be excluded from "total cost of the contract" for calculation purposes. Rental of plant or equipment for operation by subcontractors is not "self-performed work" but shall be included in the "total cost of the contract" for calculation purposes . Cost of materials to be incorporated into the work and supplies to support other than construction by the contractor's own employees are excluded from the above definition. Do not include these costs in the calculation.

XX.1.3 "Total cost of the contract" means the total direct (variable, fixed, one-time and semi-variable) costs to the contractor, including jobsite overhead costs but excluding the cost of any materials to be incorporated into the work, to construct the project. It generally includes the cost of all self-performed work, as defined above, and all supplies and subcontract costs. The cost of subcontractor furnished materials will be excluded only to the extent that they can be segregated and identified in the subcontractors' proposals.

XX.1.4 "Percent of self-performed work" is calculated by dividing the above defined cost of "self-performed work" by the "total cost of the contract" and multiplying the result by 100%."

COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK

Adapt this clause and Specification Section 01320, Project Schedule, as necessary to meet your requirements. You may state separate completion times for the design and the construction; however, this is discouraged. The recommendation is to state one completion time inclusive of both design and construction. If you allow the offerors to propose the contract duration period, add wording to cover acceptance of the selected offeror's proposed performance period – not to exceed a prescribed maximum period.

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (Apr 1984)

(a) The Contractor shall be required to (1) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (2) prosecute the work diligently, and (3) design and construct the entire work.....**<--If the performance period is to be proposed by the offerors, use wording to this effect: "....ready for use not later than the proposed performance period after receipt of the contract notice to proceed. The maximum proposed performance period cannot exceed _____calendar days after receipt of the notice to proceed.">** The times stated for completion shall include final cleanup of the premises.

(b) Provisions stipulated for conducting test on heating and air conditioning systems and planting and maintenance of grass are excluded from the completion time stated above.

(End of Clause)

GOVERNMENT RIGHTS (UNLIMITED).

Use this DFARS clause in all design-build contracts, except those using the DFARS clause: DRAWINGS AND OTHER DATA TO BECOME PROPERTY OF THE GOVERNMENT**.** *The clause grants the Government non-exclusive rights to use the design on other projects.*

52.227-7022 GOVERNMENT RIGHTS (UNLIMITED)(DFARS, Mar 1979)

The Government shall have unlimited rights in all drawings, designs, specifications, notes and all other works developed in the performance of this contract, including the right to use same on any other Government design or construction without additional compensation to the Contractor. The Contractor hereby grants to the Government a paid-up license throughout the world to all such works to which he may assert or establish any claim under design patent or copyright laws. The Contractor for a period of three (3) years after completion of the project agrees to furnish the original or copies of all such works on the request of the Contracting Officer.

(End of Clause)

DRAWINGS AND OTHER DATA TO BECOME PROPERTY OF THE GOVERNMENT.

When the purpose of the Design-Build contract is to obtain a unique architectural design and construction of a building or monument, which for artistic, aesthetic or other special reasons the Government does not want duplicated, use the following DFARS clause to obtain exclusive control of the data pertaining to the design (ref: DFARS 227.7107(b)). In that case, do not use the DFARS clause: 52.227-7022 GOVERNMENT RIGHTS (UNLIMITED)

52.227-023 DRAWINGS AND OTHER DATA TO BECOME PROPERTY OF THE GOVERNMENT (DFARS, Mar 1979)

All designs, drawings, specifications, notes, and other works developed in the performance of this contract shall become the sole property of the Government and may be used on any other design without additional compensation to the Contractor. The Government shall be considered the "person for whom the work was prepared" for the purpose of authorship in a copyrightable work under 17 U.S.C. 201(b). With respect thereto, the Contractor agrees not to assert or authorize others to assert any rights or to establish any claim under the design patent or copyright laws. The Contractor for a period of three (3) years after completion of the project agrees to furnish all retained works on the request of the Contracting Officer. Unless otherwise provided in the contract, the Contractor shall have the right to retain copies of all works beyond such period.

(End of Clause)

NONDOMESTIC CONSTRUCTION MATERIALS

List all known allowable exceptions to the Buy America Act – Construction in the following clause.

NONDOMESTIC CONSTRUCTION MATERIALS (Oct 1966) DFARS 52.225-7003

(a) The requirements of the clause of this contract entitled "Buy American Act" do not apply to the items set forth below:

(LIST)

(End of Clause)

SECTION 00800

Special Contract Requirements

SECTION 00800
Special Contract Requirements

Note: FAR and DFAR paragraphs are shown only for reference. All contractual information and requirements must be coordinated and produced through the PDT Contract Specialist. This TI is not meant to serve as contracting authority or direction.

PARAGRAPH	DESCRIPTION
52.211-12	LIQUIDATED DAMAGES--CONSTRUCTION (APR 1984)
52.211-10	COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)
52.236-1	PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)
52.236-4	PHYSICAL DATA (APR 1984)
252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

SPECIAL CONTRACT REQUIREMENTS.
NOTES TO THE DESIGN DISTRICT

Special Contract Requirements are contained in Section 0800 of the RFP. Because the D-B RFP includes design services and because the resulting contract includes the selected proposal, additional Special Contract Requirements (SCR's) have been developed to add to the usual set of SCR's used in design/bid/build competitively bid (IFB) construction solicitations.

The SCR's, listed below, have been specifically developed to define the non-traditional roles and responsibilities of the various parties in the D-B contract.

Suggested SCR's to be Included in Section 0800 of the D/B Contract:

Design Build Contract-Order of Precedence
Proposed Betterments (Optional)
Key Personnel, Subcontractors, and Outside Associates or Consultants)
Responsibility of the Contractor for Design
Warranty of Construction Work
Sequence of Design/Construction (Can Alternately be Included in Section 01012)
Sequence of Design/Construction (Fast Track)- (Can Alternately be Included in Section 01012)
Constructor's Role During Design (Can alternately be included in Section 011012)
Recommended Insurance Coverage (Optional)
Training (Can be included in a Technical Section)
Design Conferences (Can Alternately be Included in Section 01012)
Value Engineering After Award
Partnering (Highly Recommended)

DESIGN-BUILD CONTRACT-ORDER OF PRECEDENCE:

This SCR defines what constitutes the Contract, the order of precedence in the event of inconsistencies and further states that the design documents produced after award are "deliverables", not formally part of the contract, themselves.

It is essential that this SCR be included in the D-B contract. DO NOT USE the standard clause "ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT" (FAR 52.215-8). This Clause is intended for use in service and supply contracts, using the Uniform Contract Format. The standard clause puts the order of precedence of the proposal above the Section "C", scope of work (SOW), in the event of inconsistencies or conflicts between the two. The SOW in the UCF format is usually more general in nature than the design and construction criteria in a D-B construction contract.

In design-build construction, we use the opposite philosophy. The RFP is the minimum standard, except where the Offeror's best value proposal exceeds the minimum RFP requirements. Then, the "betterment" in the proposal becomes the new minimum standard. In a case where the proposal deviates from the RFP minimum, the RFP governs.

This benefit to the Government comes at a price. The Government has an inherent legal duty to carefully read and evaluate the proposal for minimum RFP compliance prior to selection and award. Your RFP Section 00110, "PROPOSAL SUBMISSION REQUIREMENTS", should warn offerors not to deviate from the RFP requirements in their proposals. Your description of the basis of award in RFP Section 00120, "PROPOSAL EVALUATION CRITERIA" should state the requirement for successful proposal to be in conformance with the RFP requirements. Proposal deviations and deficiencies must be resolved prior to final proposal submission and award. If a proposal deviates from the RFP but is considered a good idea or approach, the Government must amend the solicitation to allow the feature. This keeps all offerors on a level playing field.

The Government cannot simply rely on the language of the D-B Order of Precedence SCR to avoid careful proposal evaluation. The intent of this clause is to establish an order of precedence in cases of not so obvious conflict, discovered after award.

The SCR defines the design products as "deliverables" under the contract. With the Government's concurrence, the Contractor may correct design errors and otherwise modify the design, as long as the design still complies with the RFP and accepted proposal. Otherwise, every time a line on a drawing or specification detail changes, a modification would be necessary. The Government can otherwise use "configuration control procedures" in Section 01012 (Design After Award) for requests, approval and tracking of non-contractual changes to the design documents.

SCR___ DESIGN-BUILD CONTRACT-ORDER OF PRECEDENCE - AUG 1997

(a) The contract includes the standard contract clauses and schedules current at the time of award. It also entails: (1) the solicitation in its entirety, including all drawings, cuts and illustrations, and any amendments during proposal evaluation and selection, 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 ways bears upon the terms of that agreement.

(b) In the event of conflict or inconsistency between any of the provisions of the various portions of this contract, precedence shall be given in the following order:

(1.) Betterments: Any portions of the Offeror's proposal which both meet and exceed the provisions of the solicitation

(2.) The provisions of the solicitation. (See also Contract Clause: SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION.)

(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 to all provisions of the contract, in the order of precedence herein.

(End of Clause)

PROPOSED BETTERMENTS (OPTIONAL)

This is an optional clause for organizations that wish to use a process to formally list features of the proposal which are considered "betterments", as defined above. Some Districts feel that it is helpful in administering the contract to highlight all betterments in one list. Note that the proposal independently is part of the contract and that the list is merely administrative in nature. A Betterment, which may have been overlooked in the formal list, is nonetheless a contract requirement. A carefully prepared list helps bring betterments to the attention of contract administrators and design reviewers. However, it could also discourage a careful reading of the proposal during contract performance.

SCR___ PROPOSED BETTERMENTS – AUG 1997

(a) The minimum requirements of the contract are identified in the Request for Proposal. All betterments offered in the proposal become a requirement of the awarded contract.

(b) A "Betterment" is defined as any component or system, which exceeds the minimum requirements, stated in the Request for Proposal. This includes all proposed betterments listed in accordance with the "Proposal Submission Requirements" of the Solicitation, and all Government identified betterments.

(c) "Government identified betterments" include the betterments identified on the "List of Accepted Project Betterments" prepared by the Proposal Evaluation Board and made part of the contract by alteration, and all other betterments identified in the accepted Proposal after award.

(End of Clause)

KEY PERSONNEL, SUBCONTRACTORS AND OUTSIDE ASSOCIATES OR CONSULTANTS.

Contract Clause 52.244-4 "Subcontractors and Outside Associates and Consultants", has been modified by adding the term "Key Personnel".

The successful Offeror's proposal is part of the contract. This clause is intended to discourage "bid shopping" or "bait and switch" tactics by the Contractor after award of the contract. The Contractor must request permission to substitute those key personnel or key subcontractors it identified in its proposal. The accepted proposal establishes the new minimum standard (assuming that it was in full compliance with the RFP requirements). The Contractor will submit information in the same detail as the original proposal for the Government to evaluate. The Government should not approve any substitute that is not equal in all aspects to the originally proposed person or firm.

Since the contract was formulated by negotiation, prices were considered in the selection of the successful Offeror. It can be argued that the Government may demand a credit for a substitution, as consideration for the switch, where it appears that the substitution is the result of "bid shopping" or "bait and switch" tactics. There is no requirement for a price increase, because the Contractor established the minimum level of competency and the price the Government is expected to pay for that competency in its proposal. The proposal is the new required minimum standard, where identified performance surpassed the minimum RFP requirements. Anti-bid shopping clauses are common and enforceable in State, Local and commercial contracting.

SCR___ KEY PERSONNEL, SUBCONTRACTORS AND OUTSIDE ASSOCIATES OR CONSULTANTS - AUG 1997

In connection with the services covered by this contract, any in-house personnel, subcontractors, and outside associates or consultants will be limited to the individuals or firms that were specifically identified and agreed to during negotiations. The contractor shall obtain the Contracting Officer's written consent before making any substitution for these designated in-house personnel, subcontractors, associates, or consultants.

(End of Clause)

RESPONSIBILITY OF THE CONTRACTOR FOR DESIGN

This SCR is based on FAR Clause 52.236-0023, "Responsibility of the Architect-Engineer Contractor (Apr 1984)". The clause has been re-named for design-build. The words "non-construction services" were added to distinguish design responsibilities from warranty of the construction, which is covered under the "Warranty of Construction Work" SCR. The SCR also requires the D-B to correct the construction resulting from the faulty design.

SCR___ RESPONSIBILITY OF THE CONTRACTOR FOR DESIGN - FEB 2000

(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) Neither the Government's review, approval or acceptance of, nor payment for, the services required under this contact 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.

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

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

(End of Clause)

WARRANTY OF CONSTRUCTION WORK

USACE modified the standard "Warranty of Construction" Clause by deleting various references to "design furnished". That wording limited the warranty for design services to one year.

SCR___ WARRANTY OF CONSTRUCTION WORK – AUG 1997

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (1) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of--

(1) The Contractor's failure to conform to contract requirements; or
(2) Any defect of equipment, material, or workmanship.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

(1) Obtain all warranties that would be given in normal commercial practice:

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

(3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

(End of Clause)

SEQUENCE OF DESIGN/BUILD CONSTRUCTION

This SCR may also be referred to as "Sequence of Work". Two different Special Contract Requirements were developed to address this issue. Use the first SCR when all design or most of the design must be completed prior to allowing construction to begin. Use the second SCR when allowing "fast-track" design-build. Fast track is a term used to describe design and construction sequencing when the D-B incrementally completes and submits portions of the design, in "design packages", for Government review. Once the Government completes its review and all review comments are resolved, the ACO/COR will clear that design package for construction . Thus, in fast track design-build, design and construction can proceed concurrently.

The D-B RFP will include only one of the two SCR's. This information can also be alternately be addressed in Section 01012- "DESIGN AFTER AWARD".

SCR___ SEQUENCE OF DESIGN-CONSTRUCTION – AUG 1997

(a) After receipt of the Contract Notice to Proceed (NTP) the Contractor shall initiate design, comply with all design submission requirements as covered under Division 01 General Requirements, and obtain Government review of each submission. No construction may be started, <with the exception of....clearing, etc...> until the Government reviews the Final Design submission and determines it satisfactory for purposes of beginning construction. The ACO or COR will notify the Contractor when the design is cleared for construction. The Government will not grant any time extension for any design resubmittal required when, in the opinion of the ACO or COR, the initial submission failed to meet the minimum quality requirements as set forth in the Contract.

(b) If the Government allows the Contractor to proceed with limited construction based on pending minor revisions to the reviewed Final Design submission, no payment will be made for any in-place construction related to the pending revisions until they are completed, resubmitted and are satisfactory to the Government.

(c) No payment will be made for any in-place construction until all required submitttals have been made, reviewed and are satisfactory to the Government.

(End of Clause)

Use the following Special Contract Requirement for fast track design-build contracts, in lieu of the above clause. This material can alternately be included in Section 01012-Design After Award.

SCR___ SEQUENCE OF DESIGN-CONSTRUCTION (FAST TRACK)

(a) After receipt of the Contract Notice to Proceed (NTP) the Contractor shall initiate design, comply with all design submission requirements as covered under Division 01 General Requirements, and obtain Government review of each submission. The contractor may begin construction on portions of the work for which the Government has reviewed the final design submission and has determined satisfactory for purposes of beginning construction. The ACO or COR will notify the Contractor when the design is cleared for construction. The Government will not grant any time extension for any design resubmittal required when, in the opinion of the ACO or COR, the initial submission failed to meet the minimum quality requirements as set forth in the Contract.

(b) If the Government allows the Contractor to proceed with limited construction based on pending minor revisions to the reviewed Final Design submission, no payment will be made for any in-place construction related to the pending revisions until they are completed, resubmitted and are satisfactory to the Government.

(c) No payment will be made for any in-place construction until all required submitttals have been made, reviewed and are satisfactory to the Government.

(End of Clause)

CONSTRUCTOR'S ROLE DURING DESIGN

This SCR outlines the role of the Contractor's key construction management staff during the design process.

SCR___ CONSTRUCTOR'S ROLE DURING DESIGN – JUN 1998

The Contractor's construction management key personnel shall be actively involved during the design process to effectively integrate the design and construction requirements of this contract. In addition to the typical required construction activities, the constructor's involvement includes, but is not limited to actions such as: integrating the design schedule into the Master Schedule to maximize the effectiveness of fast-tracking design and construction (within the limits allowed in the contract), ensuring constructability and economy of the design, integrating the shop drawing and installation drawing process into the design, executing the material and equipment acquisition programs to meet critical schedules, effectively interfacing the construction QC program with the design QC program, and maintaining and providing the design team with accurate, up-to-date redline and as-built documentation. The Contractor shall require and manage the active involvement of key trade subcontractors in the above activities.

(End of Clause)

RECOMMENDED INSURANCE COVERAGE

This is an optional SCR to emphasize the D-B's liability for the adequacy of the design in the D-B contract.

SCR___ RECOMMENDED INSURANCE COVERAGE

The Design-Build Contractor's attention is invited to the contract requirements concerning "RESPONSIBILITY OF THE CONTRACTOR FOR DESIGN" and "WARRANTY OF CONSTRUCTION WORK". These requirements vest in the Contractor complete responsibility for the professional quality, technical accuracy, and coordination of all design, drawings, specifications and other work or materials furnish by his in-house or consultant forces. The Design-Build Contractor must correct and revise any errors or deficiencies in his work, notwithstanding any review, approval, acceptance or payment by the Government. The Contractor must correct and change any work resulting from his defective design at no additional cost to the Government. The requirements further stipulate that the Design-Build Contractor shall be liable to the Government for the damages to the Government caused by negligent performance. Though not a mandatory requirement, this is to recommend that the Design-Build Contractor investigate and obtain appropriate insurance coverage for such liability protection.

(End of Clause)

TRAINING

This is suggested wording for a training requirement. This requirement can alternately be included elsewhere in the contract, for example, in Section 01012, "DESIGN AFTER AWARD". It is highly recommended that training be video taped for use by future maintenance personnel.

SCR___ TRAINING – FEB 2000

The Contractor shall provide operational and maintenance training for all systems furnished under this contract for the operating and maintenance personnel. The system manufacturer shall conduct the training, where feasible. All operation and maintenance manuals shall be submitted and approved prior

to conducting the training and shall be used during training. The Contractor shall video tape the training session on VHS tapes and provide the tapes to the Government.

(End of Clause)

DESIGN CONFERENCES.

This information can be included in the RFP as an SCR or it can be addressed in Section 01012, "Design After Award."

SCR____ DESIGN CONFERENCES – JUN 2000

(a) Pre-Work: As part of the Pre-Work Conference conducted after contract award, key representatives of the Government and the Contractor will review the proposal and the design review procedures specified herein, discuss the preliminary design schedule and provisions for phase completion of the D-B documents with construction activities (fast tracking), as appropriate, meet with key Corps of Engineers Design Review personnel and Using Agency points of contact and any other appropriate pre-design discussion items.

(b) Initial Design Coordination Meeting: After award of the contract, the Contractor shall visit the site and conduct extensive interviews, and problem solving discussions with the individual users, base personnel, Corps of Engineers personnel to acquire all necessary site information, review user options, and discuss user needs. The Contractor shall document all discussions. The design shall be finalized as direct result of these meetings.

(c) Design Review Conferences: Review conferences will be held at <INSERT LOCATION> for each design submittal. The Contractor will bring the personnel that developed the design submittal to the review conference. The conferences will take place the week after the review is complete.

(End of Clause)

VALUE ENGINEERING AFTER AWARD

This SCR is intended to clarify what the Government will and won't consider after award under Contract Clause, 52.248-3, "VALUE ENGINEERING – CONSTRUCTION."

SCR____ VALUE ENGINEERING AFTER AWARD – JUNE 1999

(a) In reference to Contract Clause 52.248-3, "Value Engineering – Construction", the Government may refuse to entertain a "Value Engineering Change Proposal" (VECP) for those "performance oriented" aspects of the Solicitation documents which were addressed in the Contractor's accepted contract proposal and which were evaluated in competition with other offerors for award of this contract.

(b) The Government may consider a VECP for those "prescriptive" aspects of the Solicitation documents, not addressed in the Contractor's accepted contract proposal or addressed but evaluated only for minimum conformance with the Solicitation requirements.

(c) For purposes of this clause, the term "performance oriented" refers to those aspects of the design criteria or other contract requirements which allow the Offeror or Contractor certain latitude, choice of and flexibility to propose in its accepted contract offer a choice of design, technical approach, design solution,

construction approach or other approach to fulfill the contract requirements. Such requirements generally tend to be expressed in terms of functions to be performed, performance required or essential physical characteristics, without dictating a specific process or specific design solution for achieving the desired result.

(d) In contrast, for purposes of this clause, the term "prescriptive" refers to those aspects of the design criteria or other Solicitation requirements wherein the Government expressed the design solution or other requirements in terms of specific materials, approaches, systems and/or processes to be used. Prescriptive aspects typically allow the Offerors little or no freedom in the choice of
design approach, materials, fabrication techniques, methods of installation or other approach to fulfill the contract requirements.

(End of Clause)

"PARTNERING" (Optional SCR).

Encouraging the Contractor to participate in a partnering process is highly recommended in design-build construction contracts. Why? Because D-B involves non-traditional roles and responsibilities.

Design or construction issues affect each other in time and cost and the integrated design and construction schedule is very sensitive to delays – especially when fast tracking is involved. The Government must be more responsive to the information, review, and decision needs of the D-B Contractor.

The D-B Contractor should be responsive to the user's functional needs, often expressed in general terms of "design intent" in the RFP. The D-B Contractor may be flexible with design details, as long as they can be accommodated within the cost and time budgets. Therefore, it is essential that channels of communications and mutual understanding of the other party's needs be facilitated. Partnering can be very effective toward achieving those goals.

Depending upon the size of the job, partnering can be formal or informal. Larger projects can allow for the costs associated with a formal process. Note that there are various formats in use for Partnering, with various cost sharing schemes):

SCR___. PARTNERING – APR 2001

In order to complete this contract most beneficially for both parties, the Government proposes to form a partnering relationship with the contractor. This partnering relationship will draw on the strengths of each party in an effort to achieve a quality project done right the first time, within budget and on schedule. The partnering relationship will be bilateral and participation is encouraged, but voluntary. Any costs associated with partnering will be shared equally with no change in contract price.

(End of Clause)
