

## **GIWW WEST CLOSURE COMPLEX RESPONSES TO CONTRACTOR QUESTIONS**

**Question 1.** The cover letter states that the contract option “may be awarded base on mutually agreed upon and separately negotiated option”, however, the remainder of the RFP, including page 00010-5 “Award of Optional Bid Items”, FAR 52.217-7 states that the Government has the unilateral right to exercise the option. Will the option be bilateral or unilateral?

**Response 1.** The Government does have the unilateral right to exercise the option if an agreement cannot be reached. If the contractor and the Government falls to come to an agreement the Government will exercise the option unilaterally. If an agreement cannot be reached when converted into a Firm Fixed Price the contractor always has the right to claim.

**Question 2.** Construction Ceiling Price (GMP) – what does GMP stand for?

**Response 2.** Guaranteed Maximum Price

**Question 3.** Under what circumstances can the Construction Ceiling Price (GMP) be increased? And when can it be increased?

**Response 3.** Change Order issued not anticipated – differing site conditions.

**Question 4.** 2.216-17 - If the parties cannot reach mutual agreement on either a firm fixed price or a firm target price, will the Contractor have the option of declining to perform the work?

**Response 4.** No

**Question 5.** What if the Contractor’s proposed price (inclusive of cost and profit), submitted 45 days after 100% design completion is higher than the Construction Ceiling Price (GMP)? Will the Construction Ceiling Price (GMP) be increased?

**Response 5.** Possibly. Prices must be reasonable and within 125% of the Independent Government Estimate.

**Question 6.** The page after 00010-5 (unnumbered) states that the Services clauses will apply to the base work and that the Construction clauses will apply only to the optional work once exercised. However, FAR 52.211-12 Liquidated Damages (Construction) includes language applicable to both the Test Pile Services Work and the Construction Option work. Are there any other exceptions? Will the government include language in the subsequent contract clarifying which clauses apply to each CLIN?

**Response 6.** Duplicate clauses will be provided that deal with the test pile services work and the construction option separately.

**Question 7.** 52.211-18 Variation in Estimated quantity – to which estimated quantities does this apply? The estimated quantities in Section 00010 Solicitation Offer and Award and Proposal Schedule? Does it also apply to the estimated quantities in the SOW?

**Response 7.** This clause would apply to quantities in the exercised option. The quantities for the base portion of the contract are either LS or EA and will not change. The quantities listed in the SOW will be deleted from this solicitation since there is no guarantee of their accurateness. The burden will be on the Contractor to develop quantities to provide a bid for the construction option.

**Question 8.** 52.228-1 Bid Guarantee requires a 100% bid bond. It appears that a maximum dollar amount is missing from paragraph (c). Is this the case? Does the bid bond have to be 100% of CLINS 0001 and 0002 only or does CLIN 0003 need to be included? If CLIN 0003 needs to be included in the bid bond – is it the Initial Target Price or the Construction Ceiling Price (GMP)?

**Response 8.** Bid guarantee is for the optional construction line item and should be 20% of that amount or \$3 million, whichever is less.

**Question 9.** 52.243-3 Changes Time and Materials or Labor Hours – what portion of this work is T&M or labor hour?

**Response 9.** None of this work is T&M or labor hour.

**Question 10.** 52.243-4 Changes – is this clause applicable to CLIN 0003 – Construction Ceiling Price (GMP)?

**Response 10.** Yes

**Question 11.** 52.219-6 Notice of Total Small Business Set Aside – is inclusion of this clause a mistake? The solicitation is otherwise referenced as unrestricted.

**Response 11.** Yes, this is a mistake. The clause will be deleted.

**Question 12.** What is the deadline for submittal of questions?

**Response 12.** 2/20/2009

**Question 13.** Will all of the information concerning this proposal (documents, site visit notifications, question responses, etc.) be posted on [https://acquisition.army.mil/asfi/solicitation\\_view.cfm?psolicitationnbr=W912P809R0004](https://acquisition.army.mil/asfi/solicitation_view.cfm?psolicitationnbr=W912P809R0004)? If additional sites are to be used, please list them.

**Response 13.** Yes, all question responses will be posted as amendments so all interested bidders may have the information. The new solicitation number is W912P8-09-R-0035.

**Question 14.** May we use a font size smaller than 10 for non-narrative items including graphics, tables, charts, drawings, etc?

**Response 14.** For only non-narrative work.

**Question 15.** Page 00130-3 and 4: Is the contractor required to use the Company Specialized Experience Form to provide past performance info for any of the factors? May the form be modified to another format, as long as it includes all of the requested information?

**Response 15.** No, the Contractor will not be required to use the form. The form will be deleted from the solicitation

**Question 16.** The Company Specialized Experience Form asks for information for projects within the boundaries of the Mississippi Valley Region within the past 3 years yet page 00130-4 indicates that we may use projects within the past 10 years and does not limit geography. Are projects considered relevant and acceptable if they were performed within the past 10 years? Are projects performed outside the Mississippi River Valley considered relevant and acceptable?

**Response 16.** The form will be deleted from the solicitation. Projects performed within the past 10 years outside of the Mississippi River Valley are considered relevant, but it should be noted that Factor 5 in Section 00130 examines adds weight to a Contractor's experience in the local area in the selection process.

**Question 17.** Please explain the use of the Specialized Experience Form.

**Response 17.** The form will be deleted from the solicitation

**Question 18.** Page 00130-6-7: Is the contractor required to submit a detailed Contractor Quality Management Plan with the proposal? Is it included in the page count?

**Response 18.** Yes

**Question 19.** Page 00130-7-8: Is the contractor required to submit a Project Management Plan with the proposal? If yes, is it included in the page count?

**Response 19.** Yes

**Question 20.** Page 00130-7, Factor 3: Is the schedule and list of resources included in the page count?

**Response 20.** Yes

**Question 21.** Is the correct title for Factor 6 “Small Business Subcontracting Plan” or “Small Business Participation Plan”?

**Response 21.** Small Business Subcontracting Plan, the reference to the Small Business Participation Plan will be updated.

**Question 22.** What are the required submittals for Factor 7 Price?

**Response 22.** Only filling out the bid schedule is required for cost.

**Question 23.** Can the SF 1442, price schedule, reps and certs, CCASS/CPARS, and other non-page counted items be placed in an appendix?

**Response 23.** Yes.

**Question 24.** Since the RFP includes FAR 2.204-7 Central Contractor Registration (APR 2008), are offerors required to complete only FAR 52.201-8 Annual Representations and Certifications (JAN 2006)?

**Response 24. Yes**

**Question 25.** FAR 52.204-3 Taxpayer Identification (OCT 1998) and FAR 52.219-1 Small Business Program Representations (MAY 2004) are both included in the RFP. However if offerors have completed the annual representations and certifications electronically via ORCA (which include these) and certify to that in FAR 52.201-8 FAR 52.201-8 Annual Representations and Certifications (JAN 2006), they are not required to complete these representations, correct?

**Response 25. Correct**

**Question 26.** The TOC lists Division 00600 Representations and Certifications however this section does not appear to be included. Please provide the section or eliminate it's reference.

**Response 26. The section is included, but is not labeled correctly. This will be fixed in an amendment.**

**Question 27.** Are there any other Representations or Certifications in the RFP that the offeror is required to complete, other than FAR 52.201-8 Annual Representations and Certifications (JAN 2006)?

**Response 27. Refer to the solicitation for these requirements.**

**Question 28.** Will separate packages solely for procurement or equipment (e.g., pumps) be allowed to be released by the selected contractor? Will these packages require bonding if the scope is limited to equipment purchase?

**Response 28. Separate packages will not be released by the selected Contractor. The Government will release bid packages to the Contractor as part of the construction option. During the early stages of the pre-construction services phase, the Contractor will work closely with Government in determining the optimum construction phasing of the project. From that phasing, the Contractor and Government will agree on specific bid packages to be released to the Contractor to expedite construction. Currently, the Government anticipates bid packages for pump procurement (April 09), sector gate and bulkhead fabrication (June 09), excavation and cofferdams (May 09), foundations and piles bid package (July 09), general gate construction (September 2009), and general pump station construction (Nov 09). M**

**Question 29.** The TOC lists Division 00100 Instruction to Bidders however this section does not appear to be included. Please provide the section or eliminate its reference.

**Response 29. The section is included, but is not labeled correctly. This will be fixed in an amendment.**

**Question 30.** Are the TOC, acronym list, list of exhibits, tabs, title page, and cover letter included in the page count?

**Response 30. No**

**Question 31.** Section 00 10 10, Scope of Work: When you read Attachment A, the QMP outline jumps from 4 to 8 and again from 8 to 10. Is there missing content?

**Response 31.** No, there is no missing content. This will be corrected.

**Question 32.** Please explain how the Construction Work will be released to the Contractor for bid. As individual element design packages are brought to 100% design completion, will they be released as separate packages for the contractor to bid? Or will the contractor be given a 100% design for the entire work scope at one time to be bid at one time? How will the FFPI be negotiated on the bid package releases? How does this impact bonding?

**Response 32.** The Government will release bid packages to the Contractor as part of the construction option as these design packages are brought to 100% design completion. During the early stages of the pre-construction services phase, the Contractor will work closely with Government in determining the optimum construction phasing of the project. From that phasing, the Contractor and Government will agree on specific bid packages to be released to the Contractor to expedite construction. Currently, the Government anticipates bid packages for pump procurement (April 09), sector gate and bulkhead fabrication (June 09), excavation and cofferdams (May 09), foundations and piles bid package (July 09), general gate construction (September 2009), and general pump station construction (Nov 09). 100% of bonding when Construction exercised.

**Question 33.** General comment on text labeled “sub-factors” and “submittals”: The instructions to the offerors in the “sub-factor” sections differ from the directions given to the contractors in the “submittals” section. Please clarify what is required to be included in the proposal and any preferred proposal structure.

**Response 33.** An amendment will be issued to better correlate the requirements in the submittals section to the sub-factors.

**Question 34.** Page 00130-4, Sub-factor 1c – Pump Manufacturer Experience – Is any of this information required for the proposal? Is the response from the pump manufacturers included in the page count if it is required? The scope of work section 00 10 10 page 22, paragraph 1.12, indicates that this information is not required until one month after award of the contract.

**Response 34.** Yes, the pump manufacturer experience is required in the proposal and counts towards the page count. Requirements of Paragraph 1.12 of Section 00 10 10 will be clarified as the Government still wants to see the manufacturers being considered by the Contractor for the pump procurement bid package.

**Question 35.** Page 00130-7, Sub-factor 3c – Contractor Quality Management Plan – Is this document required for the proposal and if yes does it count in the page count? Or is this a reference to the contract quality control plan (QCP) referenced in the scope of work section 00 10 10, page 21, paragraph 1.11.10 that is required to be submitted within 14 days after contract notice to proceed (paragraph 1.11.1.1).

**Response 35.** Sub-factor 3c will be renamed "Contractor Technical Approach". The QCP referenced in Paragraph 1.11.10 of Section 00 10 10 pertains to a quality control plan from the Contractor for the pre-construction services phase of the contract.

**Question 36.** Page 00130-9, Factor 6 – Small Business Subcontracting Plan – Is an entire plan required to be submitted in the proposal?

**Response 36.** Yes.

**Question 37.** Page 00130-11, Factor 7 – Price – Please clarify if the initial construction target price should be all encompassing for the project or should it just include items and quantities listed in section 1.10 of the scope of work.

**Response 37.** The construction target price should be all encompassing for the entire project. The quantities listed in the SOW will be deleted from this solicitation since there is no guarantee of their accurateness. The burden will be on the Contractor to develop quantities to provide a bid for the construction option.

**Question 38.** Page 00130-12, Factor 7 – Price – Does the bid bond mentioned in this section need to cover optional items in addition to the base bid items? FAR clause 53.228-1 indicates a bid guarantee of 100% of bid price but doesn't distinguish between base and option bid items. Please confirm the 100% requirement.

**Response 38.** Bid guarantee is for the optional construction line item and should be 20% of that amount or \$3 million, whichever is less.

**Question 39.** Page 00130-13, Form titled "COMPANY SPECIALIZED EXPERIENCE" - This form isn't referenced any where in the solicitation document and contains language that is more restrictive than language found elsewhere in the document. Please indicate where this form is supposed to be used in the proposal submission.

**Response 39.** This form will be eliminated from the solicitation in an amendment.

**Question 40.** The RFP makes no distinction among the clauses/terms & conditions which apply to the initial award and those which apply to the option; for example, DFAR Clause 252.242-7004, or FAR Clauses 52.219-16 & 52.244-2. Please clarify.

**Response 40.** Duplicate clauses will be provided that deal with the initial award and the construction option separately.

**Question 41.** There is no email address provided for the Corps POC listed in the RFP; please, provide.

**Response 41.** This information is will be added to the solicitation.

**Question 42.** Will the Corps provide a refined RFP with page numbers to aid in communication between the Corps and prospective bidders?

**Response 42.** Yes

**Question 43.** On 5 Jan 2009, the Corps released an environmental report on this project with a 30-day comment period. How does the Corps expect bidders to respond to the RFP without having the benefit of reviewing the comments on the environmental study?

**Response 43.** The environmental comments do not apply to bidding on the technical construction aspects of this project.

**Question 44.** While the RFP implied that the contractor will be reviewing A&E work performed by another contractor, there is no mention of the Brooks Act. Does the Act apply?

**Response 44.** No

**Question 45.** The SF 1442 states that the contractor must furnish performance and payment bonds within 5 days of award of the initial contract. However, FAR Clause 28.102-2(a) states that bonds are required only for the contracted amount and not for any options. What percentage bonds does the Corps expect to require for the option period?

**Response 45.** 100% upon the award of the option.

**Question 46.** Page 00010-5 states that the option will be awarded within 300 days of the NTP. FAR Clause 52.234-2 is invoked in Section A requiring the contractor to have a compliant EVMS at time of proposal submittal. Since the DOD EVM Implementation Guide, Figure 2-2 states that EVMS is not recommended on contracts of less than 12 months, we assume that the requirement for an EVMS applies only to the option. Please, clarify. Additionally, if EVMS is not imposed on the initial award, will bidders have the opportunity to complete certification of their EVMS during the initial contract period?

**Response 46.** Self Certification – after awarded DCAA/DCMA approves.

**Question 47.** In the discussion of FAR Clause 52.216-17 at (c)(3)(2), it discusses the concept of a modification of profit based on target costs. How can a bidder prepare a proper bid without knowing the adjustment factors which are currently listed as TBN?

**Response 47.** We will establish a range. Offerors should price their costs and propose a profit based on their estimate of the work. That proposed amount has no bearing on the profit adjustment factor. The factor is applied to the target price fixed in the contract and profit adjusted based on cost savings or overruns on the target price.

**Question 48.** The discussions of both FAR Clause 52.216-17 and DFAR Clause 252.243-7002 refer to equitable adjustments. However, both state that no equitable adjustment will be given if that results in a total price in excess of the maximum dollar limit. Given the significant number of unknowns and unspecified items in the RFP, how does the Corps expect to get a valid/verifiable/reasonable bid under circumstances which puts the contractor at extreme risk?

**Response 48.** There are certain change conditions that can cause equitable adjustments to the contract either raising or lowering the Target Price, Target Profit, and Total Ceiling Price.

**Question 49.** The RFP invokes FAR Clause 52.219-6 making this highly complex effort a 100% small business set-aside. Is this true, and if so, does the Corps really expect small businesses to be able to meet the 100% bonding requirements of FAR Clause 52.228-15 or the CAS requirements of FAR Clause 52.230-2 to name only 2 clauses which normally apply only to larger, more established firms?

**Response 49.** FAR Clause 52.219-6 will be deleted from the solicitation

**Question 50.** Will the penalties of FAR Clause 52.219-16 apply to the initial contract or just to the option?

**Response 50.** These only apply to the option.

**Question 51.** As discussed, FAR clause 52.228-1 requires a bid bond equal to 100% of the final total project price. We assume this is a mistake. Per 28.101-2(b) of FAR Subpart 28.1, bid binds are limited to \$3 million. Please, clarify.

**Response 51.** Yes, it is a mistake. It should be 20% or \$3 million, whichever is less.

**Question 52.** FAR Clause required the contractor to pay, along other things, parish taxes. Since the project will involve both Jefferson and Plaquemines Parishes, how should the tax estimates be apportioned between the parishes?

**Response 52.** The taxes are the responsibility of the Contractor. The Contractor shall use his/her best judgment in developing their cost.

**Question 53.** The RFP invokes FAR Clause 52.232-18. When does the Corps anticipate knowing whether funds will be appropriated for this contract? Further, since funds are not yet available, why are only 30 days allowed for the preparation of such a complex & expensive proposal? Additionally, how can the Government justify requiring a bid bind from offerors when it does not know whether it can award the contract? Finally, FAR Subpart 32.7, 32.703-2(a) states that Clause 52.232-18 may only be used for operations and maintenance and continuing services. Please, explain rationale for invoking the clause.

**Response 53.** The anticipated funding required is available. 52.232-18 will be deleted.

**Question 54.** FAR Clause 3 is invoked which calls for VE during the construction phase. However, Page 23 of Document 00 10 10, Paragraph 1.13 states that the VE clauses do not apply to the construction phase. Please clarify.

**Response 54.** VE does not apply to any phase of this project as the Government is specifically paying the Contractor in the preconstruction services phase of this contract to provide "Value Engineering". Clauses will be deleted.

**Question 55.** The discussions at both FAR Clauses 52.246-16 & 52.246-18 refer to warranties. Since other sections of the RFP refer to "beneficial" ownership by the Corps, when should the warrant periods be assumed to start for "beneficially" owned supplies, equipment or facilities?

**Response 55.** The warranty will begin once the equipment is installed, tested, and accepted by the Government.

**Question 56.** In the cite for DFAR 252.236-7004, the mob/demob is to be paid on the standard 60/40 split. The complex nature of this effort which involves walls, levees, gates, etc. may require several distinct mobs/demobs. Will the 60/40 split apply to each individual mob/demob if they are clearly articulated and justified in the bidder's proposal?

**Response 56.** This can be negotiated with the Contractor during the selection process.

**Question 57.** Since the option will not be exercised for, perhaps, 13 months (30 day response time, 60 days for source selection, and up to 300 days for the initial effort) what price inflation factor should be used to estimate the prices of the quantities listed in Document 00 10 10, Page 17?

**Response 57.** The quantities listed in the SOW will be deleted from this solicitation since there is no guarantee of their accurateness. The burden will be on the Contractor to develop quantities to provide a bid for the construction option. The price inflation factor shall be left to the Contractor's best judgment.

**Question 58.** The use of bid packages discussed on page 23 of Document 00 10 10, Paragraph 1.13 implies that a WBS will be needed. Additionally, since the DOD EVM Implementation Guide states that a CWBS is the basis for an effective EVMS, when will the Corps provide a WBV and WBV Dictionary which bidders can use as a guide to develop their proposal? If the Corps cannot provide a WBV within the next 5 working days, will it either eliminate any reference to EVMS in the RFP, or withdraw the RFP until a properly documented WBS is available?

**Response 58.** We will supply WBS & WBS Dictionary.

**Question 59.** Section 0100-13, Paragraph 16 does not provide an estimate of the marine traffic. Therefore, for proposal schedule develop purposes, should bidders assume no stoppages for marine traffic?

**Response 59.** Marine traffic will not be stopped during the pile tests or during the construction option at any time. Continuous navigation must be maintained. There are approximately 30 tows a day.

**Question 60.** Section 00130, Paragraph 1. states that "All non-cost factors, when combined, are significantly more important than cost or price." Bases on paragraph 1.4, which says that "more significant" means twice as much, would mean that cost represents approximately 1/3 of that score. However, Paragraph 1.5 says that cost (Factor 7) is approximately 1/2 the value of Factor 6. That would mean that cost represents less than 1/30 of the score. Which is correct?

**Response 60.** Cost is the least rated factor. Past Performance/Technical are equal and most important. The description and relative importance of each evaluation factor and subfactor is properly stated and should not be construed as a numerical value. No further details of the of the evaluation process will be made available.

**Question 61.** Page 00130-6 lists the exclusions from the 100 page limit. Not listed are the Pump Manufacturer data required per Sub-factor 1c, the Customer Satisfaction data required per Sub-factor 2b, the CWM Plan required per Sub-factor 3c, or the Small Business Subcontracting Plan required per Factor 6. Will they be excluded from the 100 page limit?

**Response 61.** No, they are included in the 100 page limit.

**Question 62.** TOC - Instruction to Bidders - Sections 00100, 00600 & 00700 are referenced in the Table of Contents, but not found in the RFP document. Please provide or delete reference.

**Response 62.** These sections are included, but are not labeled correctly. This will be fixed in an amendment.

**Question 63.** TOC - Reqs and Certs - In the Solicitation letter dated January 9, 2009 it states the on-line registration (ORCA) is a replacement to 00600 (not furnished), but 00600 is listed in the Table of Contents and referenced in the evaluation criteria section, 00130 Part 1 para 1.6. Also, in

various sections throughout the first 200 pages of the RFP we see occasional suggestions how to provide similar information. Please clarify how we are required to submit this information.

**Response 63.** The Contractor shall be responsible for filling out what is online and what is in the solicitation.

**Question 64.** Form 1442 - Solicitation, Offer and Award - Public Opening - Standard form 1442 Section 13 a. states that this proposal will be publicly opened; Is this correct for this type of proposal?

**Response 64.** This is a standard form which cannot be modified. The proposal will not be publicly opened.

**Question 65.** Form 1442 - Solicitation, Offer and Award - Standard form 1442 Section 10 c. states the completion date for the Interim Measures. When is NTP for work related to Interim Measures? When will design for Interim works be provided to the Contractor by the Corps? Our concern is assessing the potential time of performance and level of effort required given a fixed end date and a floating start date.

**Response 65.** The Government will release bid packages to the Contractor as part of the construction option as these design packages are brought to 100% design completion. During the early stages of the pre-construction services phase, the Contractor will work closely with Government in determining the optimum construction phasing of the project. From that phasing, the Contractor and Government will agree on the specific bid packages to be released to the Contractor to expedite construction. These bid packages will include interim measures needed based off of the Contractor's proposed sequencing and schedule. Currently, the Government anticipates bid packages for pump procurement (April 09), sector gate and bulkhead fabrication (June 09), excavation and cofferdams (May 09), foundations and piles bid package (July 09), general gate construction (September 2009), and general pump station construction (Nov 09).

**Question 66.** Section 00010 SF1442 and Proposal Schedule - How many pile load tests will be required to be completed in 120 days?

**Response 66.** All pile tests included in the bid schedule will be required to be completed within 120 days.

**Question 67.** Section 00010 -Proposal Schedule - In Section 00010 the Base Bid amount is shown to included the Pile Load Test. Paragraph 1.11.2 of Section 001010 page 18 states that the award will be based on the price for the Preconstruction Services and that the pile load test may be a bid package under the Construction Option. Paragraph 1.9.2 of Section 001010 page 16 states that at time of award the Contractor's price for preconstruction services will form the basis of the contract. Please clarify what price the contract will be awarded on.

**Response 67.** Paragraph 1.11.2 will be amended to eliminate a pile load test bid package since the pile load test will be conducted in the base contract. Price reasonableness of all items of Section 00010 will be considered for award.

**Question 68.** Section 00010 - Optional Bid Item 003d – Construction Ceiling Price - Optional Bid item 003d indicates a GMP is required. Section 00130 3) states that "the ceiling price..... will be negotiated prior to contract award". Please define the timing of the GMP. In the context of

this procurement , it does not seem reasonable, with the limited information and time available to set a GMP as a part of the proposal process.

**Response 68.** The Government will set a ceiling.

**Question 69.** Section 00010 - Award of Option Items - Section 00010 Notes to Offerors states that the award of Option Items may be exercised anytime within 300 calendar days after NTP. Section 00 10 10 paragraph 1.13.1 states that the Construction Option will be a negotiated price. What will be the option award process?

**Response 69.** It will be awarded based on negotiating the initial target price, ceiling and profit.

**Question 70.** Section 52.228-15 Performance & Payment bonds - With a contract sum for the construction work published as \$750M - \$1B a 100% performance and payment bond would not be possible to obtain. The Surety Industry typically restricts bond amounts to around \$500M. Please advise as an alternate to the 100% requirement.

**Response 70.** 100% requirement stands.

**Question 71.** Section 52.230-2 - CAS compliance required - Is it the intention that CAS compliance is required even though pre-construction and construction are fixed price?

**Response 71.** The stated exemption No. 15 refers to “firm-fixed-price” contracts. The proposed contract will not be a “firm-fixed-price” contract, but will be a “fixed-price incentive” contract. Both are fixed price contracts, but the latter is not a “firm” fixed price contract. Accordingly, Exemption No. 15 does not operate to remove the CAS compliant requirement.

**Question 72.** Section 52.236-7 - Permits and Licenses - Please list the permits and licenses the contractor is required to acquire.

**Response 72.** The Contractor is solely responsible to acquire all necessary permits and licenses according to this clause. We will not attempt to identify or warrant any required permits or licenses required.

**Question 73.** Section 252.236-7001 - Contract drawings and specifications - 252.236-7001 states Government will provide a set of drawings and specs. Does this include the temporary work needed to provide interim protection by June 1, 2011?

**Response 73.** Yes, the Government will provide these plans. In the Contractor's technical proposal, areas where the Contractor feels interim protection will be necessary should be identified.

**Question 74.** Section 252.236-7001 - Contract drawings and specifications - When will drawings and specs referenced in 252.236-7001 be provided?

**Response 74.** As design is completed.

**Question 75.** Section 52.216-17 - Negotiated Percentages - What is the acceptable range of negotiated percentages?

**Response 75.** The Government will set the % or range.

**Question 76.** Section 00130 3c - Contractor Quality Management (CQM) Plan - Section 00103 sub factor c states "Offeror shall also submit a detailed Contract Quality Management Plan". However, Section 01 45 04.00 10 Part 1 Section 3.2 request the plan 15 days after NTP. Please clarify when the actual plan is due. If it is not due until after NTP, what type of information would you like to see in this quality section?

**Response 76.** The upcoming amendment to the solicitation will address this questions.

**Question 77.** Section 00130 3c - Contractor Quality Management (CQM) Plan (1st paragraph) - The request does not seem to match its heading. The text requests our technical approach for construction, discussion on how we will streamline construction, manage labor, reduce costs, and achieve aggressive schedule. Would you prefer to see this information in Section 4 under Project Management Plan by creating a new heading Sub-factor 4d - Technical Approach?

**Response 77.** In an upcoming amendment, this information will be combined with Sub-factor 3c and renamed "Technical Approach"

**Question 78.** Section 00130 3c - Scheduling and staffing - The 4th bullet under "Submittals" requests information that does not easily fit under the prescribed Sub-factor 3a, 3b, or 3c headings. Would the Corps like to see this information on schedules, construction procedure and phasing plans under a new heading labeled Sub-factor 3d - Schedule and Approach or 4d - Technical Approach?

**Response 78.** In an upcoming amendment, this information will be combined with Sub-factor 3c and renamed "Technical Approach"

**Question 79.** Section 00130-7 - 1.6 - Page Restriction - Is the estimating backup material to be counted against the 100 page limit for the proposal? In order to support the cost reasonableness and realism study there will need to be a lot of paper generated. Also will resumes and client letters of commendation be counted against the page limit?

**Response 79.** All data will count against the 100 page limit unless annotated in the solicitation.

**Question 80.** Section 00 10 10 Paragraph 1.1.3 - Who will design interim protection facilities?

**Response 80.** The Government will design the interim protection.

**Question 81.** Section 52.216-17 - 52.216-17 (e) refers to "paragraph (d) above" there is no paragraph (d) furnished - please provide.

**Response 81.** The verbiage for paragraph "d" is there, but for some reason the "d" was left out. This will be amended.

**Question 82.** Section 00 10 10 Paragraph 1.9.2 - List includes 4000 hours Project Management, 4000 hours Estimators, 4000 hours schedulers; Are we to limit our pricing to this number of hours or are we to price the number of hours we believe the task will require?

**Response 82.** These are suggested hours. The Contractor may justify additional hours or a redistribution of hours as they see fit in their proposal.

**Question 83.** Section 00 10 10 Paragraph 1.9.2 - A. It gives a total of 12,000 hours for 3 classifications of people for pricing. Can these 12,000 hours be spread differently than what is shown? The 4000 hours for a scheduling in a 6 month period is too much vs. what will be needed in the other two classifications.

**Response 83.** These are suggested hours. The Contractor may justify additional hours or a redistribution of hours as they see fit in their proposal. The period will be amended to 8 months.

**Question 84.** Section 00 10 10 Paragraph 1.9.2 - Is the cost to include all support cost such as travel, office, supplies and other expenses or just the salary portion?

**Response 84.** The Contractor may justify additional costs as they see fit in their proposal.

**Question 85.** Section 00 10 10 Paragraph 1.9.2 - Will government cover all office cost associated with the furnishing of space for the Cost Estimator / Engineer and the Scheduler?

**Response 85.** Yes

**Question 86.** Section 00 10 10 Paragraph 1.9.2 - Is the Preconstruction Services period 6 months in length?

**Response 86.** The period will be amended to 8 months. If the duration is extended past 8 months, the Contractor is entitled to an equitable adjustment as detailed in the Changes Clause.

**Question 87.** Section 00 10 10 Paragraph 1.9.2 - Who is to attend the 50 meetings – the entire staff?

**Response 87.** All necessary Contractor personnel shall attend these meetings. At a minimum, the Contractor shall have one representative at each meeting.

**Question 88.** Section 00 10 10 Paragraph 1.10 - RFP here states that the quantities stated are to be used for bidding purposes. Since these are ranges what quantities should be used as there can be a large difference in cost from low side to the high side of the range? These quantities do not cover the complete scope of the work. Are we just to focus on these quantities only or the complete project quantities?

**Response 88.** The quantities listed in the SOW will be deleted from this solicitation since there is no guarantee of their accurateness. The burden will be on the Contractor to develop quantities to provide a bid for the construction option.

**Question 89.** Section 00 10 10 Paragraph 1.9.2 - 00 10 10 1.9.2 states "Shortly after award the contractor will be requested to provide a proposal for the construction option." This appears to conflict with Section 00010 Note to offerors. Please clarify.

**Response 89.** Paragraph 1.9.2 will be revised to agree with the Note to Offerors

**Question 90.** Section 00 10 10 Paragraph 1.9.3 - It is difficult to agree to LDs at 1340 days if there is no commitment to schedule from the Government. Please elaborate.

**Response 90.** The 1340 days should be considered a target data with a firm date established upon exercise of the construction option. The date will be based on the Contractor's proposed

sequencing and approach to the construction. The contract duration for the construction is computed from the acknowledgement of Notice to Proceed. This will set a firm timeline just like any other construction contract. The schedule is 1340 days regardless when the NTP is issued.

**Question 91.** Section 00 10 10 Paragraph 1.11.2 - Are the load tests referenced in this section different than those described as part of preconstruction on Standard Form 1442 and in Section 00010?

**Response 91.** Paragraph 1.11.2 will be amended to eliminate a pile load test bid package since the pile load test will be conducted in the base contract. Price reasonableness of all items of Section 00010 will be considered for award.

**Question 92.** Section 00 10 10 Paragraph 1.11.6.2 - Please provide clarification of "similar issues" for assigning cost responsibility. The paragraph as written could lead to unnecessary disputes.

**Response 92.** Will be clarified in the solicitation.

**Question 93.** Section 00 10 10 Paragraph 1.11.6 - Is this location identified on the drawings? Please define this location.

**Response 93.** Drawing C-02 has this information.

**Question 94.** Section 00 10 10 Paragraph 1.9.2 - If the preconstruction services period exceeds six months in length, how will the contractor be compensated for the cost overrun due to extra time?

**Response 94.** The period will be amended to 8 months. If the duration is extended past 8 months, the Contractor is entitled to an equitable adjustment as detailed in the Changes Clause.

**Question 95.** Section 00 10 10 Paragraph 1.1.3 - In our initial discussions with pump suppliers the ability to meet the requirements of a June 2011 date (operability of 50% of the pump capacity) is very questionable based on delivery time for these pumps. In addition the number of required potential vendors for these pumps is in question. Please provide any basis on how it was initially decided that a June 2011 date was doable?

**Response 95.** The required number of 3 vendors will be amended in Section 00130 to be a suggested number. The Contractor's proposal shall address whether or not 50% of the pump capacity is doable. If not, the Contractor shall provide how many pumps could be operational on June 1 2011.

**Question 96.** Section 00010; Solicitation, Offer and Award (SF-1442) and Proposal Schedule And 52.216-17

*INCENTIVE PRICE REVISION--SUCCESSIVE TARGETS (OCT 1997) - ALT I (APR 1984) Line Item 0003a is subject to the Incentive Price Revision clause; however revision is limited to the Ceiling Price in Line Item 0003d. Offerors are advised that the applicable percentages used to establish the firm fixed price or final profit adjustment formula, as provided in 52.216-17 ALT I (d) (2) and (d) (4) (ii) & (iii), are subject to negotiation.*

*And, (a) General. The supplies or services identified in the Schedule as Items 3 are subject to price revision in accordance with this clause; provided, that in no event shall the total final price of these items exceed the ceiling price of 3d dollars (\$ ). The prices of these items shown in the Schedule are the initial target prices, which include an initial target profit of 3c percent of the initial target cost.*

*And Complete Section 52.216-17 Incentive Price Revision*

Due to the limitations of price adjustments to 0003d the Offerors must have established a reasonably accurate Construction Ceiling Price (GMP). This Ceiling Price according to your contract is the maximum amount the Offeror may request in its total final price and is an evaluated pricing component. The plans are not complete and there are many assumptions that the contractor will need to make to produce a reasonable target price and Ceiling price.

**Question 96a.** How is the Corps going to fairly evaluate the pricing in determining the “Best Value”?

**Response 96a.** First we will evaluate Pre-Construction Services based on hours and disciplines and the pile load testing with historical data and comparing to the IGE. This is a fixed price and we can do this. The optional line items will be also compared to an IGE and the ceiling price that we establish. The trade off process is explained in section 00130 of the solicitation and this is being amended to better define our requirements.

**Question 96b.** How will the assumptions be evaluated after award and adjusted as the plans become closer to 100% as it pertains to target and Ceiling pricing.

**Response 96b.** This will be negotiated and finalized with the construction contractor as the design is developed. The assumption won't be evaluated after award. The ceiling price and target price remain the same once awarded. This may be adjusted in the event of differing site conditions or if the Corps decides on major changes. The ECI concept is to eliminate change orders by incorporating the construction contractor's input into the design.

**Question 96c.** Presumably, the design will be modified to include added scope and complete design of many aspects of the project during Phase 1 at no fault of the contractor. It may be that all cost reduction efforts of the contractor in preconstruction services will be negated by this growth in scope. What design changes will be considered a change to “project scope,” as the term is used in the Corps' example, as to warrant a change to the target and ceiling price?

**Response 96c.** Completed design does not equate to growth in scope. For example spec section 00 10 10 (Scope of Work) paragraph 1.2.1 states "The pump station superstructure will consist of either a steel framed structure with precast concrete wall panels or precast structural elements". If during the preconstruction services phase the contractor recommended the "steel framed structure" as a potential cost benefit but the final design required the "precast structural elements" an increase to the ceiling price would not be warranted since there was no change to the scope of work. If however we changed elements of spec section 00 10 10 (Scope of Work) such as paragraph 1.2.10 from Diesel Engines to Natural Gas Engines or paragraph 1.2 from a "flower-pot" type pump station to some other type such changes would be considered a change to the scope of work which may require that the ceiling price be revised. Also differing site conditions would require revisions to the ceiling price.

**Question 96d.** Will design or scope changes during Phase 1 entitle the contractor to a revision to the Ceiling Price, Initial Target Cost, Initial Target Profit, or profit adjustment formula?

**Response 96d.** It depends on what type of changes.

**Question 96e.** Are there any restrictions on the amount of Initial Target Profit percentage, if so please clarify?

**Response 96e.** There is no profit percentage; there is a Target Profit amount. There will be no restrictions on the profit amount but there will be only a certain range that may be considered above the IGE and must be considered reasonable. An unreasonable proposed target profit could adverse impact the evaluation of an offer. This can be negotiated prior to award.

**Question 96f.** Do you expect the offerors to propose profit adjustment formulas in 52.216-17(d)(2) and (d)(4) with initial proposals?

**Response 96f.** No, I don't expect contractors to propose the profit adjustment formula. The Government will establish this.

**Question 96g.** If the Corps and the contractor wish to negotiate a reasonable firm fixed price, is the Corps permitted to agree to a FFP other than that prescribed by the formula in 52.216-17(d)(3)?

**Response 96g.** It would be permissible to agree to a FFP other than that prescribed by the formula in 52.216-17(d)(3) as long as it was equal to or less than the ceiling price.

**Question 96h.** The contract contains various clauses (such as the Changes clause and Differing Site Conditions clauses) entitling the contractor to a price adjustment. During which phases of the procurement will those adjustments be applicable? Will they entitle the contractor to an adjustment to the Final Total Target Cost? To the Final Target Profit? To the Ceiling Price?

**Response 96h.** The profit adjustment only applies to the construction option portion of this contract. Certain types of changes could entitle the contractor or the government to an equitable adjustment to the target price, target profit, and total ceiling price.

**Question 97.** 00130- Proposal Evaluation Criteria ; Factor 7 Price - *It is possible that an offeror might not be selected because of an unbalanced, unreasonable, or unrealistic price proposal.* - Please clarify the pricing evaluation in 0003a thru 0003d, We believe there may be very large differences between bidding entities in all price related items because of the following

**Question 97a.** The plans are very incomplete; the contractor will make many assumptions in preparing his bid; please clarify how these assumptions will be compared when evaluating the proposals.

**Response 97a.** In accordance with Section 00130. Evaluation factors and their relative importance are provided in the solicitation. No further details on the evaluation of offers will be provided.

**Question 97b.** There will be large differences in the risk profile and the way each contractor analyzes and ultimately prices the risk.

**Response 97b.** Yes, this is true.

**Question 97c.** It is our concern that considerable resources in time and money preparing a proposal of this magnitude will be spent. It is a possibility our proposal will not be considered because our efforts to give you a complete and well thought out estimate, including contemplated owner, contractor, and shared risk, may make our price higher and in the non competitive range. Please clarify the price evaluation criteria and the Corps' expectation on bid assumptions and risk analysis.

**Response 97c.** All proposals will be considered – please refer to the revised Selection Criteria. No further details on the evaluation of offers will be provided.

**Question 97d.** If the Ceiling Price (GMP) cannot be changed for any reason after submission of proposal and pricing due to scope growth, design changes, and DSC's during phase 1, the contractor may choose to add significant risk to the GMP and target pricing submitting an unrealistic but safe GMP price.

**Response 97d.** The Corps will take this into consideration when preparing the IGE.

**Question 98.** 52.216-17 c (1) 100% construction documents for all packages ; C(1i) Proposed firm fixed price or firm target price –

**Question 98a.** In the interest of time and schedule the contractor may typically agree to a firm fixed price prior to 100% drawings. It would be in the best interest of the Corps to negotiate a firm fixed price through the phase 1 process and prior to 100% drawings being established. This will allow the contractor to begin construction on certain parts of the project prior to 100% drawings plus negotiation time.

**Question 98b.** Is it the Corps' intention to negotiate a firm fixed price for construction of the alternate?

**Response 98b.** A FFP will be negotiated as quickly as possible.

**Question 98c** If a firm fixed price cannot be negotiated, is it the Corp' intention to proceed at a cost plus fee in accordance with the profit adjustment formula?

**Response 98c.** No. The contract will remain a Fixed Price Incentive until such time as it can be converted to a Firm Fixed Price type contract. It has never been identified as a cost reimbursable contract and will never be a cost reimbursable contract.

**Question 99.** 52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984) - (4) *The confirmation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably*

*ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from*

*Responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.*

- This requirement is unduly burdensome on offerors given Project complexity and the timeframe to prepare pricing and proposals. This clause may cause contractors to either not bid or price in large contingencies to pay for the risks.

**Response 99.** Although the plan is not 100% complete, substantial information is available regarding access and working conditions at the site. Contractors shall develop their proposals based a reasonable interpretation of the information provided in the solicitation documents. We do believe it is unduly burdensome to have a contractor responsible for patent conditions or a reasonable interpretation of those conditions based on the provided information. Critical assumptions should be noted in the proposal.

**Question 100.** 01 53 00.01 12; Temporary Flood Protection - *The contractor designed Temporary Flood Protection* - The contractor does not have superior knowledge of the loadings and forces to design this structure. Because of the inherent risk in design and the opportunity to design the temporary flood control system as part of the overall final structure to reduce costs, we believe this design should be part of the designer of records responsibility. The contractor will work with the Corps and the designer to design the most cost effective timely solution to the temporary flood protection system but cannot become the designer of record, and will not take the huge liability that in some cases may not be insurable in the marketplace.

**Response 100.** The Government will design the temporary flood protection (interim protection).

**Question 101.** 52.248-3 Value Engineering - How and when will the value engineering clause be used in this contracting model?

**Response 101.** VE does not apply to any phase of this project as the Government is specifically paying the Contractor in the preconstruction services phase of this contract to provide "Value Engineering".

**Question 102.** 52.230-2 Cost accounting Standards 52.230-6 Administration of cost accounting standards:

**Question 102a.** Has the Corps determined if one or both phases of the procurement will be exempt from Cost Accounting Standards?

**Response 102a.** Required for Construction Option only.

**Question 102b.** If it has, what is the determination, and what is the applicable exemption?

**Response 102b.** The incentive portion.

**Question 102c.** If not, what information does the Corps still need to make the determination, and at what stage of the procurement does it expect it will be able to make the determination?

**Response 102c.** N/A

**Question 102d.** Is the bidding entity for this procurement required to be CAS Compliant?

**Response 102d.** The prime contractor and major subcontractors who are awarded subcontracts without price competition are required to be Cost Accounting Standards compliant in accordance with the Federal Acquisition Regulations Part 30.

**Question 103.** Section 52.217-7 Option for increased quantity - *The Contracting officer may exercise the option by written notice to the contractor within 300 Days*

**Question 103a.** Are these Calendar days?

**Question 103b.** Is the contractor anticipated to carry any escalations for these 300 days plus the 60 days for award in the Target and Ceiling price?

**Response 103.** This clause will be deleted from the solicitation.

**Question 104.** *Soil Reports and electronic survey information* - Please make available the complete soils report which includes all the borings and tests completed on the project. Please also make available to the contractors any electronic survey information to assist the contractor in quantity take offs and pricing

**Response 104.** We will make every effort to.

**Question 105.** 52.236-1 Performance of work by contractor - *The contractor shall perform onsite and with its own organization, work equivalent to 20% of the contract amount.* - Please clarify this statement we believe this means, the contractor must complete 20% of the actual work itself with their own work forces not including the management of the contract, overhead, Quality control, and profit.

**Response 105.** Yes

**Question 106.** 0130-9 factor 6 And 52.219-8 - *Small Business Subcontracting Plan, small business goals of 70%.* - Because of the unique nature of this project and many of the large specialty subcontracts and material contracts such as the Pumps, gates, and Dredging it may be difficult to obtain 70% of these services from a small business. Our suggestion would be to identify those specialty items not count these items against the stated goals.

**Response 106.** If the contractor cannot complete the stated goals, he/she will have to justify in writing to the Contracting Officer. Please read this clause carefully to understand its true intent and requirements.

**Question 107.** If the final target cost and profit exceeds the established ceiling price is the contractor financially responsible for the additional cost of the work?

**Response 107.** Yes.

**Question 108.** Performing a word search for “cathodic” in the project specification has “Cathodic Protection” mentioned 49 times. However, the various referenced Cathodic Protection Specifications do not appear to be in the document:

Section 26 42 14.00 10 Cathodic Protection System (Sacrificial Anode)  
Section 26 42 17.00 10 Cathodic Protection System (Impressed Current)  
Section 26 42 13.00 20 Cathodic Protection System By Galvanic Anode  
Section 26 42 19.00 20 Cathodic Protection System By Impressed Current  
Section 26 42 13.00 40 Cathodic Protection System  
Section 26 42 19.00 40 Cathodic Protection System (Impressed Current)

Please advise if cathodic protection is a requirement for this project? It would seem that one or more of the above documents should be in the project specification.

**Response 108.** Cathodic protection will probably be specified during P&S development.