

## OVERVIEW OF US MILITARY CONSTRUCTION (MILCON) PROJECTS IN CONSTRUCTION

**2023 Industry Day** 

20 April 2023

### **WELCOME**

#### LT Sam Reimer

ROICC Australia - RAAF Base Tindal NAVFAC Pacific

## Naval Facilities Engineering Systems Common Particles Com

## RAAF DARWIN AND TINDAL CONSTRUCTION EXECUTION STATUS

Fiscal Year	Project Title	Program Amount (\$M)
18	Bulk Fuel Storage Tanks, RAAF Darwin	\$76
20	Earth Covered Magazines, RAAF Tindal	\$11
20	Jet Fuel Storage Tanks, RAAF Tindal	\$59

# Naval Facilities Engineering Systems Comman

#### **BULK FUEL STORAGE TANKS, RAAF DARWIN**

#### **Project Description**

Construct two bulk fuel storage tanks to support USAF divert operations (15,900 CM/4M Gal)

Project No.: P-600 / PAF160600

Program Amount: \$76M

Acquisition Strategy: Design-Bid-Build

Construction Agent: NAVFAC Funding Type: MILCON

Designer: Enterprise Brockenbrough JV Contractor: Nova Nacap A Joint Venture

#### **Site Picture**



#### **Key Dates / Milestones**

Sep 19 Construction Award
Jun 23 Current Completion Date

#### Status/Challenges/Way Ahead

#### STATUS:

• 99% complete

#### **WAY AHEAD:**

· Commissioning activities ongoing

## Naval Facilities Engineering Systems Comm

#### EARTH COVERED MAGAZINES, RAAF TINDAL

#### **Project Description**

Construct two Earth Covered Magazines (218 SM) and an Ancillary Explosive Facility with access road

Project No.: P-300 / PAF180300

Program Amount: \$11.6M

Acquisition Strategy: Design-Bid-Build

Construction Agent: NAVFAC Funding Type: MILCON Designer: Jacobs

Contractor: Icon SI PTY Ltd

#### **Site Picture**



#### **Key Dates / Milestones**

May 20 Construction Award
May 22 Current Completion Date

#### Status/Challenges/Way Ahead

#### STATUS:

• Construction Complete

# Naval Facilities Engineering Systems Comm.

#### JET FUEL STORAGE TANKS, RAAF TINDAL

#### **Project Description**

Construct two bulk fuel storage tanks to support USAF divert operations (7,950CM / 2M Gal)

Project No.: P-200 / PAF180200

Program Amount: \$59M

Acquisition Strategy: Design-Bid-Build

Construction Agent: NAVFAC Funding Type: MILCON Designer: HDR

Contractor: Nova Nacap A Joint Venture

#### **Site Picture**



#### **Key Dates / Milestones**

May 22 Construction Award Feb 25 Current Completion Date

#### Status/Challenges/Way Ahead

#### **STATUS:**

• 26% complete

#### **WAY AHEAD:**

 Coordination ongoing to address utility connection points that interface between fuel system projects (US and AUS funded projects).



## LEGAL CONSIDERATIONS CONTRACTING WITH NAVFAC PACIFIC FOR U.S. MILITARY CONSTRUCTION PROJECTS IN AUSTRALIA

Industry Day Darwin, Australia

20 April 2023



## WELCOME

Ms. Lori Chang

**Associate Counsel** 

**NAVFAC Pacific** 

NAVFAC PACIFIC

#### **TOPICS**



- 1. FAR Provisions and Clauses of Interest
- 2. Agreements between the Governments of the United States and Australia
- 3. Performance and Payment Bonds
- 4. Prime v. Subcontractors
- 5. American Security Drone Act & UAS (Unmanned Aircraft System) Policy
- 6. Debriefing Process
- 7. Transfer of Title and Risk of Loss

#### **FAR PROVISIONS**



## FEDERAL ACQUISITION REGULATION

- FAR Part 3, Improper Business Practices
- FAR Part 9, Organizational Conflicts of Interest

## FAR Part 3, Improper Business Practices



- Subpart 3.1, Safeguards
- Subpart 3.2, Contractor Gratuities to Government Personnel
- Subpart 3.4, Contingent Fees
- Subpart 3.5, Other Improper Business Practices
- Subpart 3.7, Voiding and Rescinding Contracts
- Subpart 3.8, Limitation on Payment of Funds to Influence Federal Transactions
- Subpart 3.9, Whistleblower Protections for Contractor Employees
- Subpart 3.10, Contractor Code of Business Ethics and Conduct





- > FAR 3.101-1, General
  - Government business shall be conducted in a manner above reproach and, except as authorized by statute or regulation, with complete impartiality and with preferential treatment for none. Transactions relating to the expenditure of public funds require the highest degree of public trust and an impeccable standard of conduct. The general rule is to avoid strictly any conflict of interest or even the appearance of a conflict of interest in Government-contractor relationships.

### FAR 3.101, Standards of Conduct



- ➤ 3.101-2, Solicitation and Acceptance of Gratuities by Government Personnel
  - As a rule, no Government employee may solicit or accept, directly or indirectly, any gratuity, gift, favor, entertainment, loan, or anything of monetary value from anyone who (a) has or is seeking to obtain Government business with the employee's agency, (b) conducts activities that are regulated by the employee's agency, or (c) has interests that may be substantially affected by the performance or nonperformance of the employee's official duties.

### FAR 3.101, Standards of Conduct



- 3.101-3, Agency Regulation
  - DoD 5500.07-R (the Joint Ethics Regulation (JER)), and DoD Directive 5500.07 prescribe DoD Standards of Conduct.
  - JER 3-209, Endorsement; Endorsement of a non-Federal entity, product, service or enterprise maybe neither stated nor implied by DoD or DoD employees.
    - A letter of appreciation and/or other form of recommendation will not be provided (quality of work is assessed in CPARs and reward for good work is payment for services).
    - Do not state or imply DoD endorsement of your services or organization on, e.g., a company website.

## FAR 37.114(c), Contractor Identification



- Contract personnel are required to identify themselves as such to avoid creating an impression in the minds of members of the public or Congress that they are Government officials; (i.e., distinct badging, identification on email address and when answering phones (as applicable)).
- All documents or reports produced by contractors must be suitably marked as contractor products or such that contractor participation is appropriately disclosed.

## FAR 3.103, Independent Pricing



- ➤ 3.103-1, Solicitation Provision, FAR 52.203-2, Certificate of Independent Price Determination
  - "(a) The offeror certifies that --(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --(i) Those prices; (ii) The intention to submit an offer; or (iii) The methods or factors used to calculate the prices offered. (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition ..."

## FAR 3.103, Independent Pricing (cont.)



- 3.103-2(b), Rejection of Suspected Collusive Offers
  - The contracting officer shall reject the offeror's proposal.
  - The situation shall be reported to the Attorney General in accordance with 3.303 ("Reports of Suspected Antitrust Violations").

## FAR3.104, Procurement Integrity



- FAR 3.104-2(b)(1), The offer of a bribe or gratuity is prohibited by 18 U.S.C. § 201 and 10 U.S.C. § 2207.
- FAR 3.104-3(b), Prohibition On Obtaining Procurement Information: A person must not, other than as provided by law, knowingly obtain contractor bid or proposal information or source selection information before the award of a Federal agency procurement contract to which the information relates (41 U.S.C. § 2102).
- Contract Clauses: FAR 52.203-8, Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity; FAR 52.203-10, Price Adjustment for Illegal or Improper Activity.

## Subpart 3.2, Gratuities to Gov't Personnel



- FAR Clause 52.203-3, Gratuities
- The right of the Contractor to proceed may be terminated if the Contractor, its agent, or another representative (1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and (2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.
- If this contract is terminated, the Government is entitled (1)To pursue the same remedies as in a breach of the contract; and (2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned.

### Subpart 3.3, Antitrust Violations



- > 3.301, General
  - Practices that eliminate competition or restrain trade usually lead to excessive prices and may warrant criminal, civil, or administrative action against the participants. Examples of anticompetitive practices are collusive bidding, follow-the-leader pricing, rotated low bids, collusive price estimating systems, and sharing of the business.
- 3.303, Reporting of Suspected Antitrust Violations
  - Agencies are required by 41 U.S.C. § 3707 and 10 U.S.C. § 2305(b)(9) to report to the Attorney General any bids or proposals that evidence a violation of the antitrust laws.

## Subpart 3.4, Contingent Fees



- "Contingent fee" is any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.
- Contract Clause: FAR 52.203-5 (required by 10 U.S.C. § 2306(b) and 41 U.S.C. § 3901): The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee. For breach or violation of the warranty by the contractor, the Government may annul the contract without liability or deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

## Subpart 3.5, Other Improper Practices



- > 3.501, Buying-In
  - Buy-In" means submitting an offer below anticipated costs, expecting to (1) Increase the contract amount after award (e.g., through unnecessary or excessively priced change orders); or (2) Receive follow-on contracts at artificially high prices to recover losses incurred on the buy-in contract.
  - The contracting officer will take appropriate action to ensure buying-in losses are not recovered by the contractor through the pricing of (1) Change orders or (2) Follow-on contracts subject to cost analysis.

## Subpart 3.5, Other Improper Practices



- ➤ 3.502, Subcontractor Kickbacks
  - "Kickback" means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.
  - Anti-Kickback Act of 1986 (41 U.S.C. chapter 87), Prohibits any person from (1) Providing, attempting to provide, or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a subcontractor to a prime contractor or a higher tier subcontractor or in the contract price charged by a prime contractor to the United States.

## Subpart 3.5, Other Improper Practices



- 3.502, Subcontractor Kickbacks (cont.)
  - Anti-Kickback Act of 1986, Criminal, civil and contractual penalties imposed for violations.
  - Contract Clause: 52.203-7, Anti-Kickback Procedures.
- 3.503, Unreasonable Restrictions on Subcontractor Sales
  - 10 U.S.C. § 2402 and 41 U.S.C. § 4704 require that subcontractors not be unreasonably precluded from making direct sales to the Government of any supplies or services made or furnished under a contract.
  - Contract Clause: FAR 52.203-6, Restrictions on Subcontractor Sales to the Government.

## Subpart 3.7, Voiding & Rescinding



3.7, The Contracting Officer has the authority to declare void and rescind contracts in relation to which - (1) There has been a final conviction for bribery, conflict of interest, disclosure or receipt of contractor bid or proposal information or source selection information in exchange for a thing of value or to give anyone a competitive advantage in the award of a Federal agency procurement contract, or similar misconduct; or (2) determination that contractor bid or proposal information or source selection information has been disclosed or received in exchange for a thing of value, or for the purpose of obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract (Section 1(e) of Public Law 87-849, 18 U.S.C. § 218).

## Subpart 3.8, Payment to Influence



- 3.8, Limitations on the Payment of Funds to Influence Federal Transactions
  - ➤ 31 U.S.C. § 1352 prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal actions. Civil penalties for violations.
  - Contract Clauses
    - 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
    - 52.203-12, Limitation on Payments to Influence Certain Federal Transactions

#### Subpart 3.9, Whistleblower Protection



- > 3.9, Limitations on the Payment of Funds to Influence Federal Transactions,
  - Government contractors shall not discharge, demote or otherwise discriminate against an employee as reprisal for disclosing information to a Member of Congress, or an authorized official of an agency or of the Department of Justice, relating to a substantial violation of law related to a contract (including the competition for or negotiation of a contract).
  - Contract Clause: 52.203-15

### Subpart 3.10, Contractor Code of Ethics



- 3.10, Contractor Code of Business Ethics and Conduct
  - > 52.203-13, Contractor Code of Business Ethics and Conduct
  - 52.203-14, Display of Hotline Posters
  - 52.212-4(i)(5), 52.232-25(d), 52.232-26(c), and 52.232-27(l) (payment clauses) require that, if the contractor becomes aware that the Government has overpaid on a contract financing or invoice payment, the contractor shall remit the overpayment amount to the Government. A contractor may be suspended and/or debarred for knowing failure by a principal to timely disclose credible evidence of a significant overpayment, other than overpayments resulting from contract financing payments.

## FAR Subpart 9.5, "OCI"



- General Description of Different Types of Organizational Conflicts of Interest (OCIs)
  - Biased ground rules: the contractor sets the "ground rules" for the procurement (e.g., writing the statement of work, specifications, etc.), and puts itself in the position to be able to skew the competition in favor of the contractor.
  - Impaired objectivity: the contractor's work under one contract will put the contractor in the position of evaluating itself or a competitor under another contract, calling into question the contractor's ability to render impartial advice.
  - Unequal access to information: the contractor has access to nonpublic information as part of its performance of a contract, which may provide the contractor (or an affiliate) with an unfair competitive advantage in the current procurement.

## FAR Subpart 9.5, "OCI"



- If a potential OCI is identified, it must be evaluated and adequately resolved before the Offeror is eligible for award.
- Contracting Officer makes determination.
- The potential OCI may be resolved if actions can be taken to avoid, neutralize or mitigate the OCI before contract award.
- Defore determining to withhold award based on an OCI, the Offeror will be notified and given a reasonable opportunity to respond. At this point, the Offeror usually proposes a "Mitigation Plan" to resolve the OCI.





- NFAS 5252.209-9300, ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1994)
  - The restrictions described herein shall apply to the Contractor and its affiliates, consultants and subcontracts under this contract. If the Contractor under this contract prepares or assists in preparing a statement of work, specifications and plans, the Contractor and its affiliates shall be ineligible to bid or participate, in any capacity, in any contractual effort which is based on such statement of work or specifications and plans as a prime contractor, subcontractor, consultant or in any similar capacity. The Contractor shall not incorporate its products or services in such statement of work or specification unless so directed in writing by the Contracting Officer, in which case the restriction shall not apply. This contract shall include this clause in its subcontractor's or consultants' agreements concerning the performance of this contract.

## International Agreements



Two Agreements between the Governments of The United States and Australia Relevant to USG Contractors

- Agreement Concerning the Status of United States Forces in Australia, May 9, 1963, Australian Treaty Series 1963 No 10
- The Force Posture Agreement Between the Government of The United States of America and the Government of Australia, August 12, 2014

#### **Bonds**



- Question: Can contractor invoice the Government for the cost of performance and payment bonds after contract award?
- Government estimate includes bonding cost price.
  - Winning contractor is permitted to invoice for their performance and payment (P&P) bond after award.
- Payment for bond cost will be made after the contractor has furnished evidence of full payment to the surety. FAR 52.232-5.

#### Prime v. Subcontractors



- Unless expressly stated otherwise in the contract, the Prime Contractor is responsible for all means and methods employed in the performance of the contract. FAR 552.236-71(b)
  - The Prime Contractor is responsible for completely supervising and directing the work under the contract and all subcontractors that it may utilize.
  - Subcontractors and design-build designers who perform work are responsible to the Prime Contractor, not the US Govt.
  - The US Govt may give consent to utilization of subcontractors, but does not engage in direct contractual relationships with subcontractors.

## **UAS Policy**



- The American Security Drone Act of 2023 (Introduced, not yet enacted)
  - Prohibits federal departments and agencies from procuring certain foreign commercial off-the-shelf drones or covered unmanned aircraft systems (UAS) manufactured or assembled in countries identified as national security threats, and provides a timeline to end current use of these drones.
  - Prohibits the use of federal funds awarded through certain contracts, grants, or cooperative agreements to state or local governments from being used to purchase foreign commercial off-the-shelf drones or covered UAS manufactured or assembled in a country identified as a national security threat.

## **UAS Policy (cont.)**



- US Department of Defense (DoD) Policy
  - The 2020 National Defense Authorization Act (NDAA) banned the use of Chinese drones with the DoD. Section 848/E.O. 138981
  - In 2018, DoD issued a ban on the purchase and use of all commercial off-the-shelf drones.

## **Debriefing Process**



- Pre-Award Debriefing FAR 15.505/48 CFR § 15.505
  - Offeror makes a written request within 3 days after exclusion notification.
  - Debriefing may take place prior to or after award.
  - Debriefing may be refused if the Govt has compelling reasons against it.
  - Can be done either orally, in writing or by any other methods as the Contracting Officer sees fit.
  - Offerors are entitled to no more than one debriefing for each proposal.
    - Either a pre- or post-award debriefing, but not both.

## Debriefing Process (Cont.)



- Debriefing information includes the following:
  - The agency's evaluation of significant elements in the offeror's proposal.
  - A summary of the rationale for eliminating the offeror from the competition.
  - Reasonable responses to relevant questions by the debriefed offeror.

## Debriefing Process (Cont.)



- Debriefing information does not include the following:
  - The number and identity of offerors.
  - The content of other offeror's proposals.
  - The ranking and evaluation of other offerors.
  - Other information such as point-by-point comparison with other offerors; FOIA-exempt information (e.g., Trade secrets; confidential techniques; privileged commercial/financial information; names of individuals providing reference information about an offeror's past performance).

## **Debriefing Process**



- Post-Award Debriefing FAR 15.506/48 CFR § 15.506
  - Offeror makes a written request within 3 days after contract award notification.
  - Debriefing generally occurs within 5 days after receipt of a request.
  - Can be done either orally, in writing or by any other methods as the Contracting Officer sees fit.

## Debriefing Process (Cont.)



- Debriefing information includes the following:
  - Debriefed Offeror's
    - Significant weaknesses and deficiencies
    - Past performance evaluation
  - Debriefed Offeror's and Awardee's
    - Total price including unit prices
    - Overall technical rating
  - Overall ranking of all offerors
  - Rationale for award
  - Reasonable responses to relevant questions regarding whether source selection procedures in the solicitation and regulations were followed

## Debriefing Process (Cont.)



- Debriefing information does not include confidential and proprietary information:
  - > Trade secrets.
  - Privileged or confidential manufacturing processes and techniques.
  - Privileged or confidential commercial and financial information.
  - The names of individuals providing reference information about an offeror's past performance.

#### Transfer of Title and Risk of Loss

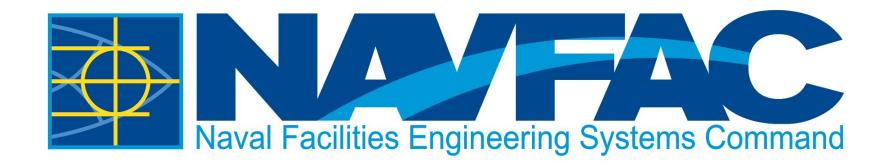


- Title to supplies passes to the Government upon formal acceptance (NOT physical possession) unless otherwise stated in the contract. FAR 46.505(a).
- Acceptance Risk of loss or damage to supplies remains with the contractor until
  - Delivery of the supplies to a carrier if transportation is FOB origin; or
  - Acceptance by the Govt or delivery of the supplies to the Govt at the destination if FOB destination.

# Transfer of Title and Risk of Loss (Cont.)



- This rule is not applicable to supplies that fail to conform to contract requirements. The risk of loss of or damage to non-conforming supplies remains with the contractor until cure or acceptance.
- The Contactor is not liable for loss of or damage to supplies caused by the negligence of U.S. Govt employees acting within the scope of their employment.



# FOR U.S. MILITARY CONSTRUCTION PROJECTS IN AUSTRALIA

2023 Industry Day

20 April 2023

### WELCOME

#### Ms. Suzanne Miyoshi

Division Director, A-E/Construction/Environmental Division

Contracting Department

NAVFAC Pacific

#### **ACQUISITION TOPICS**

- Request for Proposal
- Contracting Methods for Procuring MILCON Projects
- Single Phase (Design-Bid-Build) Flowchart
- Design-Bid-Build Request for Proposal Example
- Two Phase (Design-Build) Flowchart
- Design-Build Request for Proposal Example
- NAVFAC 6 Part Design-Build Format
- Important Websites

#### REQUEST FOR PROPOSAL

- Submission of a price proposal & non-price proposal
- Public bid opening will not be held
- Intent is to award without discussions
- However if discussions are deemed necessary, discussions will be held with those Offerors within the competitive range
- Award based upon best value to the Government based upon price and non-price evaluation
- Projects may be either Design-Build or Design-Bid-Build

# Naval Facilities Engineering Systems Con

### REQUEST FOR PROPOSAL CONTINUED

#### **BEST VALUE ACHIEVED BY**

TRADEOFF PROCESS

LOWEST PRICE TECHNICALLY ACCEPTABLE

#### REQUEST FOR PROPOSAL CONTINUED

#### • TRADEOFF SOURCE SELECTION PROCESS

- The non-price evaluation factors, when combined, may be considered
  - Significantly more important than price;
  - Approximately equal to price; OR
  - Significantly less important than price
- Tradeoffs permitted
- Award may be made to other than the lowest priced proposal or other than the highest ranked non-price proposal

#### REQUEST FOR PROPOSAL CONTINUED

#### LOWEST PRICE TECHNICALLY ACCEPTABLE (LPTA)

- Award to lowest evaluated price of proposals meeting or exceeding the acceptability standards for technical factors
  - Comparative assessment of proposals does not apply
  - Tradeoffs not permitted
  - All technical factors and sub factors are of equal weight

# CONTRACT METHODS FOR PROCURING MILCON PROJECTS

#### DESIGN-BID-BUILD vs. DESIGN-BUILD

#### Design-Bid-Build (DBB):

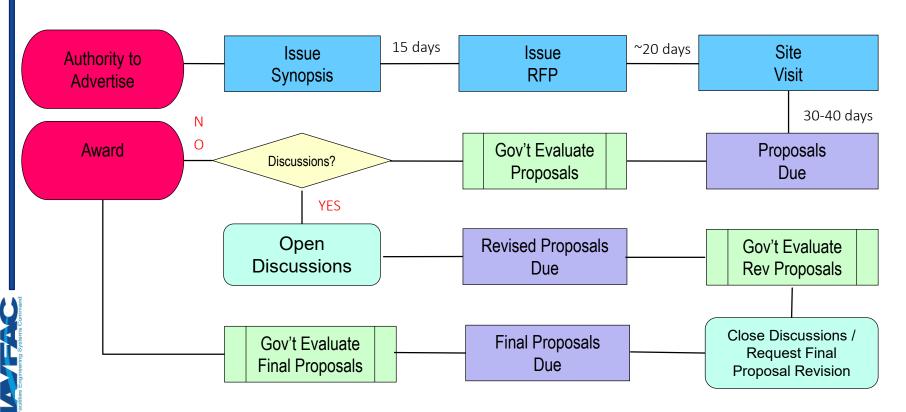
- Involves Two Separate Contract Actions:
  - A-E contract awarded for preparation of full plans and specification (Design)
  - Construction contract awarded based upon full plans and specifications

#### Design-Build (DB):

- Design-Build means combining design and construction in a single contract with one contractor
- Government provides concept and/or 30% design as part of Phase 2 amendment
- The RFP Requirements tell the Contractor WHAT we want, not HOW to accomplish the project
- FAR 36.3 requires use of two phase source selection

## SINGLE PHASE (DESIGN-BID-BUILD)

This Process is to Award the Construction Contract Only



Process takes approximately 150 days from Proposal Receipt to Contract Award

# DESIGN-BID-BUILD REQUEST FOR PROPOSAL (RFP) EXAMPLE

#### SINGLE PHASE (DESIGN-BID-BUILD) RFP INCLUDES:

- Solicitation, Offer And Award (SF1442)
- Price Schedule
- Document 00 21 16, Instructions to Proposers
- Document 00 22 00, Evaluation Factors for Award
- Document 00 45 00, Representations & Certifications
- Document 00 70 00, Contract Clauses
- Document 00 73 00, Special Contract Requirements
- Specifications includes Australian Requirements Schedule
- Drawings

#### **SOLICITATION, OFFER, AND AWARD (SF1442)**

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#### PRICE SCHEDULE MAY INCLUDE

- Lump Sum Price For All Work
- Combination Lump Sum Plus Unit Pricing For Estimated Quantities
- Price Shall be in US Dollars (includes GST)

#### DOCUMENT 00 21 16 INSTRUCTIONS TO PROPOSERS

- Instructions for Submission of Proposals
- Proposal Due Date/Time
- Applicable Regulatory Provisions
- Site Visit Information
- USFPI Requirement for Deed Poll
  - Indemnify the Commonwealth & provide certain assurances of Work to be carried out.
  - Separate agreement with USFPI outside NAVFAC's contract

- DOCUMENT 00 22 00 EVALUATION FACTORS FOR AWARD
  - Non-Price Evaluation Factors and Submission Requirements
  - Price Evaluation
- DOCUMENT 00 45 00 REPRESENTATIONS AND CERTIFICATIONS
  - Representations and Certifications that is NOT included in SAM

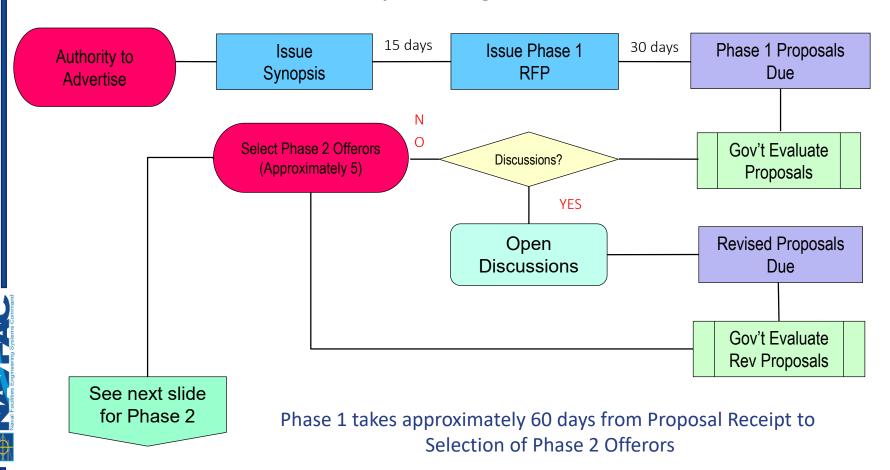
#### • DOCUMENT 00 70 00 CONTRACT CLAUSES

- FAR 52.211-10, COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK
- FAR 52.211-12, LIQUIDATED DAMAGES—CONSTRUCTION
- FAR 52.222-50, COMBATING TRAFFICKING IN PERSONS
- FAR 52.228-1, BID GUARANTEE
- FAR 52.228-5, INSURANCE--WORK ON A GOVERNMENT INSTALLATION
- FAR 52.228-15, PERFORMANCE AND PAYMENT BONDS-CONSTRUCTION
- FAR 52.233-4, APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM

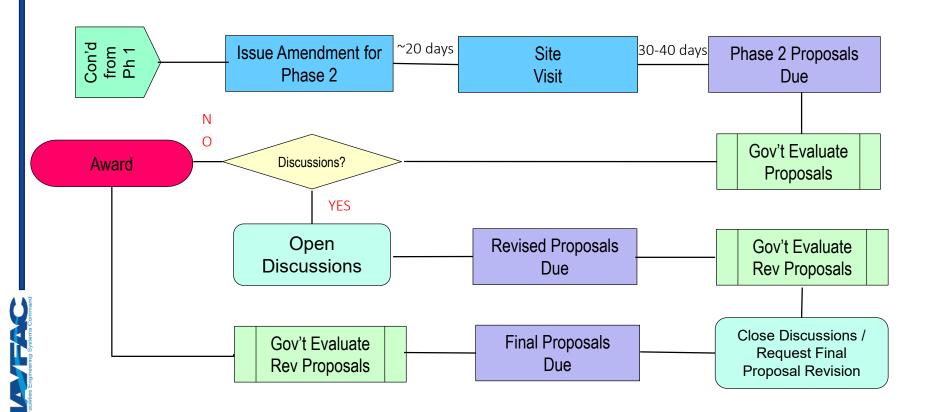
- DOCUMENT 00700 CONTRACT CLAUSES (con'd)
  - FAR 52.236-1, PERFORMANCE OF WORK BY THE CONTRACTOR
  - FAR 52.236-6, SUPERINTENDENCE BY THE CONTRACTOR
  - DFARS 252.232-7006, WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS
  - DFARS 252.225-7044, BALANCE OF PAYMENTS PROGRAM—CONSTRUCTION MATERIAL
  - DFARS 252.225-7045, BALANCE OF PAYMENTS PROGRAM-CONSTRUCTION MATERIAL UNDER TRADE AGREEMENTS
  - DFARS 252.247-7023, TRANSPORTATION OF SUPPLIES BY SEA

## TWO- PHASE (DESIGN-BUILD) – PHASE 1

#### **Federal Acquisition Regulation PART 36.3**



## TWO- PHASE (DESIGN-BUILD) – PHASE 2



Phase 2 takes approximately 150 days from Phase 2 Proposal Receipt to Contract Award

# DESIGN-BUILD REQUEST FOR PROPOSAL (RFP) EXAMPLE

#### TWO-PHASE DESIGN-BUILD EVALUATION FACTORS

#### - Phase One:

- Non-price Evaluation Factors: (1) Technical Approach; (2) Experience; and
   (3) Past Performance
- Price is NOT evaluated in Phase 1
- Select most highly qualified offerors to participate in Phase 2 (not-to-exceed
   5)

#### - Phase Two:

- Non-price Evaluation Factors: (4) Safety; (5) Energy Design Reduction
- Price

#### PHASE-ONE REQUEST FOR PROPOSAL

- Solicitation, Offer And Award (SF1442)
- Document 00 21 16, Instructions to Proposers
- Document 00 22 00, Evaluation Factors for Award
- Document 00 45 00, Representations & Certifications
- Document 00 70 00, Contract Clauses
  - Similar to DBB RFP but also includes
    - FAR 52.236-23, RESPONSIBILITY OF THE ARCHITECT-ENGINEER CONTRACTOR
    - FAR 52.236-24, WORK OVERSIGHT IN ARCHITECT-ENGINEER CONTRACTS
    - FAR 52.236-25, REQUIREMENTS FOR REGISTRATION OF DESIGNERS
- Document 00 73 00, Special Contract Requirements

- SELECTION OF NO MORE THAN 5 OFFERORS TO PARTICIPATE IN PHASE 2
- PHASE 2 ISSUED VIA AMENDMENT
  - Phase 2 Amendment in 6 Part Design-Build Format

# Naval Facilities Engineering Systems Comms

#### NAVFAC 6 PART DESIGN-BUILD FORMAT

- VISIT THE NAVFAC DESIGN-BUILD REQUEST FOR PROPOSAL WEBSITE
  - https://www.wbdg.org/ffc/navy-navfac/design-build-requestproposal/rfp-format
- NAVFAC 6 PART DESIGN-BUILD FORMAT



# NAVFAC 6 PART DESIGN-BUILD FORMAT CONTINUED

#### PART 1 – PROPOSAL FORMS AND DOCUMENTS

- Solicitation, Offer And Award (SF1442)
- Document 00 21 16, Instructions to Proposers
- Document 00 22 00, Evaluation Factors for Award
- Document 00 45 00, Representations & Certifications
- Document 00 70 00, Contract Clauses
- Document 00 73 00, Special Contract Requirements

# NAVFAC 6 PART DESIGN-BUILD FORMAT CONTINUED

#### PART 2 – GENERAL REQUIREMENTS

- Contains the General Requirements specifications
- Examples:
  - Australian Requirements Schedule
  - Work Restrictions
  - Price and Payment Procedures
  - Administrative Requirements
  - Design Submittal Proocedures
  - Safety and Occupational Health Requirements
  - Design and Construction Quality Control

# Naval Facilities Engineering Systems Comman

# NAVFAC 6 PART DESIGN-BUILD FORMAT CONTINUED

#### PART 3 – PROJECT PROGRAM

- Contents of Project Program:
  - Project Description
  - Project Objectives
  - Site Analysis
  - Building Requirements
  - Room Requirements
  - Engineering Systems Requirements

# NAVFAC 6 PART DESIGN-BUILD FORMAT CONTINUED

#### • PART 4 – PERFORMANCE TECHNICAL SPECIFICATIONS

- Defines the performance and quality of the building elements required by the Project Program
- Performance Technical Section arranged by:
  - Uniformat II
  - Work Breakdown Structure (WBS) Building Element Classification System

# NAVFAC 6 PART DESIGN-BUILD FORMAT CONTINUED

#### PART 5 – PRESCRIPTIVE SPECIFICATIONS

- Contains Unified Facility Guide Specifications (UFGS).
- Use when performance specifications not practical.

#### PART 6 – ATTACHMENTS

- Presents additional information for proposal preparation:
- Examples of Attachments:
  - Drawings & Sketches
  - Reports
  - Pictures

#### **GENERAL INFORMATION**

- Follow the instructions contained in the RFP
- Submit only information that is required.
- Sign up for pre-proposal site visit
- Submit questions in writing to the appropriate contract specialist
- Notices will be posted at the PIEE website to respond to written questions. Notices do not revise the solicitation requirements
- Amendments will be posted to PIEE

#### **GENERAL INFORMATION**

- Locate a Circular 570 Approved Surety or Federally-Insured Financial Institution NOW
- Pay attention to the Time/Date for Proposal Receipt
  - "Late" is "Late"
- Award is made unilaterally by accepting the offeror's signed proposal

#### **IMPORTANT WEBSITES**

Federal Acquisition Regulation (FAR)

FEDERAL ACQUISITION https://www.acquisition.gov/?q=browsefar

**Defense Federal Acquisition Regulation Supplement** (DFARS) <a href="http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html">http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html</a>

Navy Marine Corps Acquisition Regulation Supplement (NMCARS)

http://www.secnav.navy.mil/rda/Policy/2014%20Policy%20Memoranda/C hange%2013-

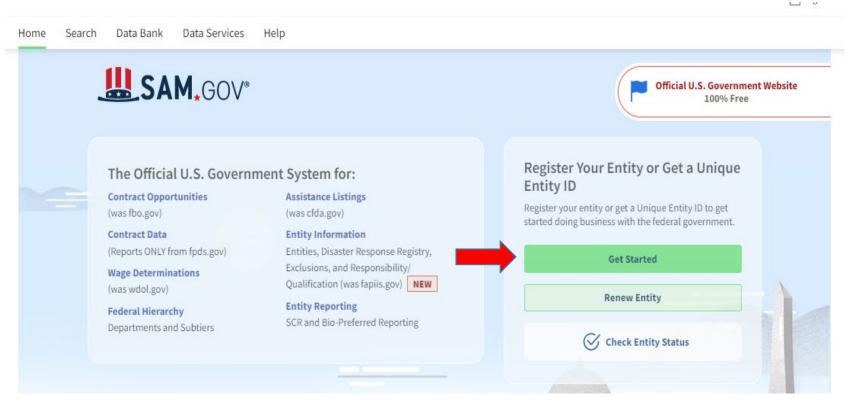
04%20to%20the%20Navy%20Marine%20Corps%20Acquisition%20Reg ulation%20Supplement.aspx







 SYSTEM FOR AWARD MANAGEMENT (SAM) https://sam.gov



- SYSTEM FOR AWARD MANAGEMENT (SAM)
  - https://sam.gov
  - Download the Entity Registration Checklist

#### **Get Started with Registration and the Unique Entity ID**

Submitting a registration and getting a Unique Entity ID are FREE. Before You Get Started Review these steps to choose which option is right for you. You can register to bid and apply for federal awards or you can request a Unique Entity ID only without having to complete a registration. **About Registration** Prepare Your Data Get Started Set up a SAM.gov Account Prepare Your Data For a Registration For registration, you are required to enter a lot of information about your entity. Below are questionnaires and checklists to help you gather what you need to complete your registration. Download our Entity Registration Checklist ☑ For a Unique Entity ID only If you are only requesting a Unique Entity ID and not completing a registration, you only need to provide to provide your legal business name and physical address. Video: Get a Unique Entity ID 🗵 ( .... >

#### SYSTEM FOR AWARD MANAGEMENT (SAM)

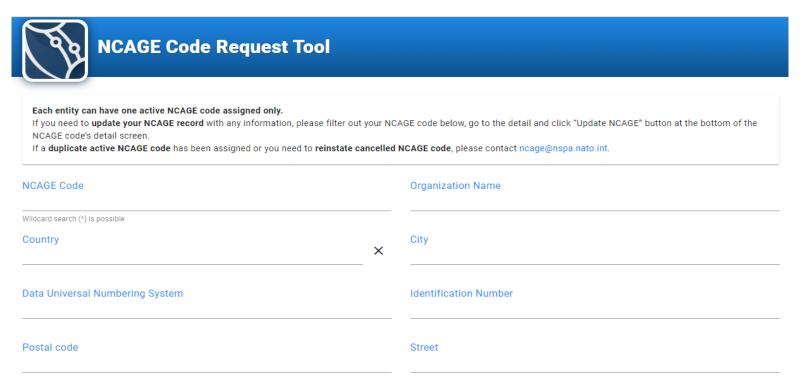
- https://sam.gov
- Download the Entity Registration Checklist
- Obtain a Unique Entity ID
  - Legal Business Name, Physical Address, Date of Incorporation, State of Incorporation, and National Provider Identifier (NPI)(non-U.S. Entities Only)
- Obtain CAGE or NCAGE Code
  - CAGE Code (U.S. entities only) (If you do not have a CAGE code, select "No" and one will be assigned to your entity after you submit your registration.)
  - NCAGE Code (Non-U.S. entities) (If your entity is based outside of the U.S., you must go to the NCAGE Request Tool and request an NCAGE code before starting a SAM.gov registration.)

# Naval Facilities Engineering Systems Comms

#### IMPORTANT WEBSITES CONTINUED

 For Non-U.S. Registrants: Obtain a NATO Commercial and Government Entity (NCAGE) Code

https://eportal.nspa.nato.int/Codification/CageTool/home



# Naval Facilities Engineering Systems Comm.

#### IMPORTANT WEBSITES CONTINUED

- Identify your North American Industry Classification System (NAICS) Code(s)
  - https://www.census.gov/naics/
  - Sector 23 Construction
    - Subsector 236 Construction of Building
    - Subsector 237 Heavy and Civil Engineering Construction
  - Sector 54 Professional, Scientific and Technical Services
    - Subsector 541Professional, Scientific and Technical Services



## Facilities Engineering Systems Command

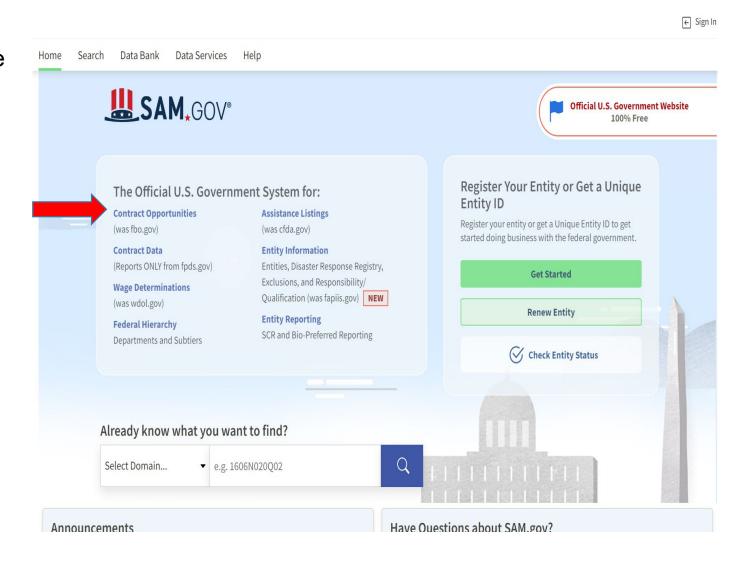
#### **IMPORTANT WEBSITES CONTINUED**

- Identify your Product and Service Code(s)
- https://psctool.us/category/4.2
- Construction services begin with "Y"
- A-E services begin with "C"



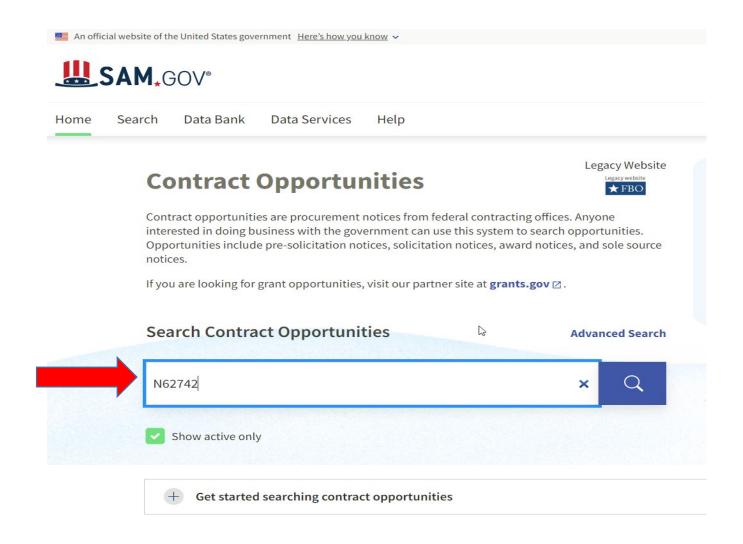


SAM will have all NAVFAC Pacific MILCON procurements for Australia



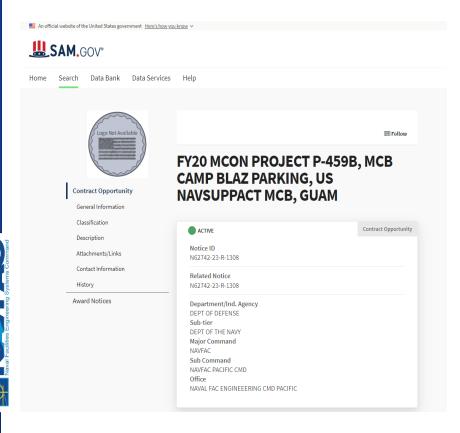


Search on "N62742" or "Australia"





#### Sample RFP on SAM



#### **General Information View Changes** Contract Opportunity Type: Solicitation (Updated) All Dates/Times are: (UTC-10:00) HONOLULU, HAWAII, USA Updated Published Date: Mar 31, 2023 02:17 pm HST Original Published Date: Feb 14, 2023 08:15 am HST Updated Date Offers Due: Apr 12, 2023 02:00 pm HST Original Date Offers Due: Apr 12, 2023 02:00 pm HST Inactive Policy: Manual Updated Inactive Date: Dec 31, 2023 Original Inactive Date: Dec 31, 2023 Initiative: None Classification Original Set Aside: Total Small Business Set-Aside (FAR 19.5) Product Service Code: Y1L7 - CONSTRUCTION OF PARKING FACILITIES NAICS Code: o 238990 - All Other Specialty Trade Contractors Place of Performance: **GUM Description** 02/14/2023 - The RFP is issued this date.

The work for this project includes the design and construction (Design-Build) of a parking lot consisting of approximately 240 stalls within 10,350 SY in accordance with the BFR. The work

#### RFP documents are available for downloading

EQUIPMENT (I.E., HARD HAT, REFLECTIVE VEST, PROTECTIVE GLASSES, AND HARD SOLE, STEEL TOED BOOTS).

The completed forms shall be submitted by electronic mail to Norine Horikawa at norine.e.horikawa.civ@us.navy.mil on or before <u>February 09, 2023, 2:00 p.m. Hawaii Standard Time</u>. Late requests may not be accommodated.

**⚠**Download All Attachments/Links

#### **Attachments/Links**

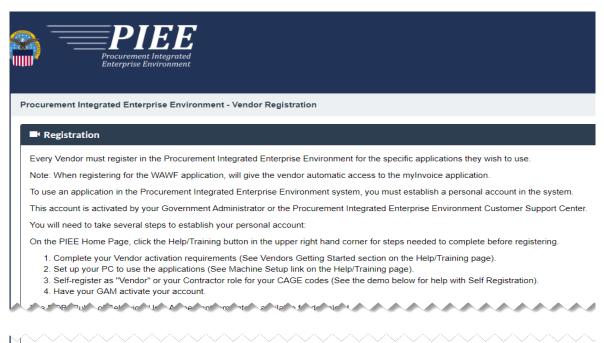
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achments			
Document	File Size	Access	Updated Date
<b>B</b>	288 KB	<b>■</b> Public	Mar 31, 2023
23R1308-P459B Note 3-Issued.pdf			
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# Naval Facilities Engineering Systems Command

#### IMPORTANT WEBSITES CONTINUED

#### Register in PIEE

Take the registration training at https://pieetraining .eb.mil/wbt/xhtml/wbt/portal/overvie w/vendorRegister.xhtml



Document	Demo	Doc	Last Updated	Notes
Vendor User Registration	DEMO	PDF	May 2021	This is an overview of a Vendor creating a personal account. application.

- NAVFAC Portal has MILCON Forecasts
- https://pacific.navfac.navy.mil/Portals/72/NAVFAC\_PACI\_ FIC/Documents/PAC%20Workload%20Projections%20P\_ P%2022\_12-30.pdf?ver=F2B6JjeOvbU34nUeutigWQ%3d%3d



#### **NAVFAC PACIFIC WORKLOAD PROJECTIONS AS OF 30 DEC 2022**

The list of projects, design, and construction tools are to increase your awareness of opportunities at NAVFAC PACIFIC. If you are interested in any of the items listed, please visit www.SAM.gov. Location may not reflect actual physical location of project. Confirm project location in project synopsis once issued. For Design Agent, IH = NAVFAC PACIFIC and AE = Architect/Engineer Consultant

DISCLAIMER: Information contained herein is not a guarantee of the Government's course of action concerning current or future requirements. The information presented reflects current Government intentions; but is subject to change. Published solicitations, if issued, are the only documents that should be relied upon in determining the Government's actual requirements.

Proj#	Project Title	Location Area of Responsibility	Design Agent	Acquistion Tool 1	Design Level 1	Potential Award Value	Proposed RFP	Proposed Award
	AIRCRAFT MAINTENANCE SUPPORT			Stand Alone	Design Bid			
80400	FACILITY (TINDAL)	NAVBASE GUAM	AE	Construction Contract	Build	< \$25M	FY23 Q1	FY23 Q4
	SQUADRON OPERATIONS FACILITY			Stand Alone	Design Bid			
80700	(TINDAL)	NAVBASE GUAM	ΑE	Construction Contract	Build	< \$25M	FY23 Q1	FY23 Q4
				Ctand Alone			Complete	



#### **NON-PRICE EVALUATION**

**2023 Industry Day** 

20 April 2023

#### WELCOME

#### Ms. Florence Ching, P.E.

Project Management Director (Acting) / Project Management Supervisor
Project Management Division
Design & Construction Department
NAVFAC Pacific

### Naval Facilities Engineering Systems Com

#### TWO-PHASE DESIGN BUILD

- Best value achieved by Tradeoff selection process
- Typical Non-Price Evaluation Factors are:
- Phase 1
- (1) Technical Approach
- (2) Experience
- (3) Past Performance

#### Phase 2

- (4) Safety
- (5) Energy Design Reduction

#### Relative Importance for Factors

- Factors 2 through 5 considered in best value award decision
- "Technical Factors" are any non-price factors other than past performance
- Technical factors are equal to each other and when combined are equal to past performance
- The combined non-price factors are approximately equal to price

#### TECHNICAL + PAST PERFORMANCE = PRICE

- Factor 1, Technical Approach
- Assess the offeror's understanding of the General Requirements of the contract
- Assess the roles and responsibilities of the offeror and lead design firm to accomplish requirements of the contract
- This factor will be rated on an Acceptable or Unacceptable basis
- This factor must be rated Acceptable
- This factor is not considered in the best value award decision

#### Factor 2, Experience

- -Assess the depth of the offeror's construction experience in relevant projects
- -Assess the lead designer's design experience in relevant projects
- -Provides a means for evaluating capability to successfully meet contract requirements
- -RFP will define "Relevant Projects". Definition typically includes the size, scope and complexity (e.g., airfield pavement with an approximate value of \$20 million or more, completed within the past 5 years)

#### Factor 3, Past Performance

- Assess past performance as a means of evaluating the offeror's probability to successfully meet the requirements of the RFP
- Focuses on how well the offeror and lead designer performed on the projects submitted under Factor 2 Experience
- May also consider past performance on other projects currently documented in known sources such as the PPIRS, FAPIIS and any other known sources
- Offerors lacking relevant past performance history will not be evaluated favorably or unfavorably in past performance and will receive a "Neutral" confidence rating. However, offeror's with favorable relevant past performance may be considered more favorably than an Offeror with no past performance information.
- There is a clear distinction between "Experience" and "Past Performance".
  - Experience is related to the types and amounts of projects previously accomplished
  - Past performance relates to how well a contractor has performed

- Factor 4, Safety
- Assess offeror's consistent commitment to safety
- Evolution will collectively consider the following:
  - OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART)
  - Total Recordable Case (TRC) Rates
  - Technical Approach to Safety
  - Other Sources of Information Available to the government such as OSHA data, NAVFAC's Contractor Incident Reporting System (CIRS) in Enterprise Safety Applications Management System (ESAMS), Contractor Performance Assessment Reporting System (CPARS) and other databases

### Naval Facilities Engineering Systems Com

#### TWO-PHASE DESIGN BUILD

#### Factor 4, Safety

- Offeror's DART and TRC Rates will be evaluated against the following Navy standards:

Risk	DART Rate
Very Low Risk	Less Than 1.0
Low Risk	From 1.0 to 1.99
Moderate Risk	From 2.0 to 2.99
High Risk	From 3.0 to 4.0
Extremely High Risk	Greater than 4.0

Risk	TRC Rate
Very Low Risk	Less Than 2.49
Low Risk	From 2.5 to 3.49
Moderate Risk	From 3.5 to 4.49
High Risk	From 4.5 to 5.99
Extremely High Risk	Greater than 6.0

- Factor 5, Energy Design Reduction
- Assess proposed energy savings
- Assess proposed energy budget reduction relative to Energy Policy Act of 2005 energy efficiency goals including evaluation of energy reduction features

## Naval Facilities Engineering Systems Comit

#### SINGLE-PHASE DESIGN-BID-BUILD

- Best value achieved by Lowest Price Technically Acceptable (LPTA) selection process
- Typical Technical Evaluation Factors are:
  - (1) Experience
  - (2) Past Performance
  - (3) Safety
- Factors are of equal weight
- Each factor rated either Acceptable or Unacceptable
- An Unacceptable rating in any factor will result in the overall technical proposal being rated Unacceptable
- Unacceptable rating will make proposal ineligible for award

#### SINGLE-PHASE DESIGN-BID-BUILD

- Factor 1, Experience
- Assess Offeror's demonstrated experience in performing minimum number of relevant construction projects
- RFP will define the minimum number of projects to be rated acceptable
- RFP will define "Relevant Projects"

#### SINGLE-PHASE DESIGN-BID-BUILD

- Factor 2, Past Performance
- Similar to tradeoff process where evaluation focuses on how well the offeror performed on the projects submitted under Factor 1 – Experience and may also consider past performance on other projects currently documented in known sources such as the PPIRS, FAPIIS and any other known sources
- In the context of acceptability/unacceptability a "neutral" rating shall be considered acceptable

### SINGLE-PHASE DESIGN-BID-BUILD

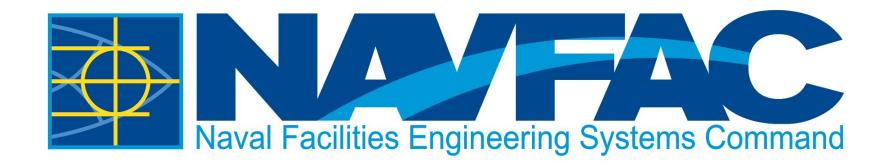
- Factor 3, Safety
- TRC and DART rates must be lower than the rate defined in the RFP

#### **HELPFUL HINTS**

- Read RFP thoroughly
- Ensure proposal addresses all Solicitation Submittal Requirements for each factor
- Ensure project description for experience clearly documents the relevancy of the project
- Explain any negative past performance on relevant projects
- Explain any negative trends or high/very high risk rates for DART/TRC rates

#### **HELPFUL HINTS**

- Pay attention to page limitations
- Omit marketing "fluff"
- Be clear and concise
- The Government can only evaluate what is written and not what was intended to be written
- Intent is to award without discussions so initial proposal should be the best



### POST AWARD CONSTRUCTION REQUIREMENTS

2023 Industry Day

20 April 2023

#### **WELCOME**

#### LT Sam Reimer

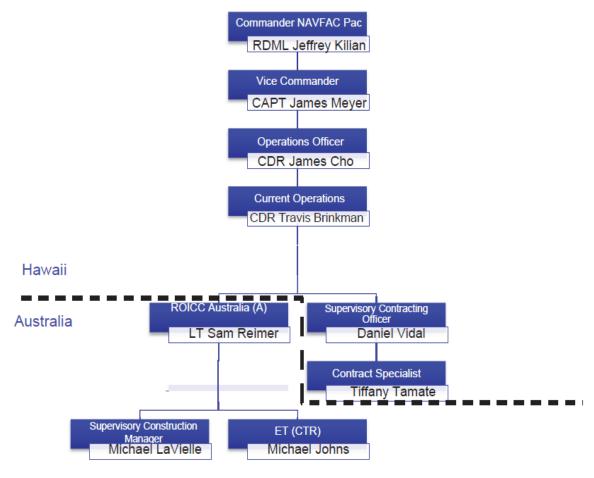
ROICC Australia - RAAF Base Tindal NAVFAC Pacific

#### **OVERVIEW**

- Roles and Responsibilities
- General Requirements
- Safety Requirements
- Partnering
- Modifications
- Contract Enforcement
- Red Zone Process
- Contract Closeout

#### ORGANIZATION – ROICC AUSTRALIA





#### **ROICC ROLES**

#### Resident Officer in Charge of Construction (ROICC):

• Provides construction management including safety compliance, quality assurance, and cost and schedule control.

#### **Key roles in the ROICC Office are:**

#### **Construction Management Engineer**

• Project manager for the US Government during construction. Can be an active duty military officer, a Government civilian employee, or a contractor.

#### **Engineering Tech**

 Quality Assurance representative for the Government providing oversight of the contractor's Quality Control program. Can be a Government civilian employee or a contractor.

#### **Contracting Officer**

 Government civilian having overall authority for administrative contracting actions. Certain actions may be delegated to the Contracting Officer's Representative (COR).

#### **CONTRACTOR ROLES**

#### Superintendent

 Primarily responsible for managing and coordinating day-to-day production and schedule adherence. Have at least one qualified superintendent on the job-site at all times during contract work.

#### Site Safety and Health Officer (SSHO)

 Conducts daily safety and health inspections. Reports mishaps, conducts mishap investigations and accident reports. Enforces the site-specific Accident Prevention Plan (APP).

#### **Quality Control (QC) Manager**

 Only duties and responsibilities are to manage and implement the QC program for the contract. Manages and coordinates the three phases of control and documentation. Should not also be the SSHO unless specifically authorized in the contract.

#### **Environmental Manager (EVM)**

• Directly responsible for coordinating contractor compliance with federal, state, local, and installation EV requirements.

#### **Bonds**

After contract award the critical path item is obtaining bonds and having them approved.

#### **Notice to Proceed (NTP)**

Issued automatically upon approval of bonds

(CCD based on 30d after award + period of performance regardless of NTP)

- Government post award team will <u>NOT</u> accept or review any submittals prior to approval
  of bonds.
- HOWEVER contractors are expected to <u>READ</u> the contract in its entirety.
- Focus initially on the Division 01 General Requirements and begin work on preconstruction submittals.

(QC Plan, Scheduler Qualifications, Network Analysis Schedule, Earned Value Report, Project Outline Plans, etc.)

Ask CME for RFI/Submittal Forms required for use soonest.

#### Insurance

 Provide the minimum insurance required by FAR 28.307-2 and other insurance as required by Australian law.

#### **Contractor Quality Control**

- Preparatory Phase: Discuss quality required prior to starting construction on a Definable Feature of Work (DFOW).
- Initial Phase: Verifies workmanship is in accordance with the contract when a DFOW starts.
- Follow-Up Phase: Inspects work on a DFOW until complete.

#### **Schedule**

- Cost-loaded Network Analysis Schedule, prepared and maintained using Primavera P6 software.
- Initial Project Baseline Schedule must be accepted by the Gov't prior to starting demo/construction & before processing invoices for construction work.

#### **Daily Reports**

- Contractor Production Reports
- Quality Control Reports

#### **Submittals**

- Includes Shop Drawings, Product Data, Samples, Test Reports, Manufacturer's Instruction, Operation and Maintenance Data, etc.
- Government (ROICC) approval is required for those submittals indicated in the specifications.
- Specification provides data on format of submittals, number required, and instructions on the use of the Submittal Register format provided.

#### **Requests For Information (RFIs)**

After contract award, RFIs go to the Contracting Officer & CME

Familiarize yourself with various U.S. pre-construction submittals and the Australian Environmental Clearance Certificate process

#### **Invoices**

- Requests shall include the basis for arriving at the cost of the invoice, EVM report from the cost-loaded NAS, updated project schedule and other requirements noted in the contract.
- Progress payments may be made for materials delivered to the site, but not yet installed, or for materials stored off construction sites, in accordance with contract requirements.

#### eCMS (Electronic Construction Management System)

• Web-based commercial system to organize and store all contract documents (submittals, RFIs, Reports, etc.)

#### **Environmental (EV protection plan)**

- Protect the environment and mitigate impacts from construction
- Temporary controls, stormwater management, dirt & dust control, etc.

# SAFETY REQUIREMENTS

# **US Army Corps of Engineers Safety and Health Requirements Manual (USACE EM-385-1-1)**

- Construction contract work under the provisions of FAR Clause 52.236-13 shall comply with the latest version of the EM-385-1-1 in effect on the date of solicitation. (Latest version 30 Nov 2014.)
- Compliance with this manual shall be a contract requirement.

#### **Accident Prevention Plan**

- Site specific, tailored to each project.
- Also referred to as a Work Health and Safety Plan.

# SAFETY REQUIREMENTS

#### **Near Miss**

• A mishap resulting in no personal injury and zero property damage, but given a shift in time or position, damage or injury may have occurred (e.g., a worker falls off a scaffold and is not injured).

#### **Good Catch**

• Contractor proactively corrects a deficiency before it has the chance to result in a mishap.

#### **Mishap**

• That occurrence in a sequence of events which usually produces unintended injury, death or property damage.

### **PARTNERING**

#### **Partnering**

 A long-term commitment to achieve specific business objectives by maximizing the effectiveness of each participant's resources in delivering the client's requirements. Contractor typically pays associated costs.

#### **Background**

 Initial meeting prior to physical construction, along with periodic follow-up meetings. A written charter is developed which identifies common goals and focuses on problem-solving.

#### **Benefits**

- Reduced costs and exposure to claims
- Timely delivery & enhanced client focus
- Expedited decision making Improved safety
- Improved responsiveness & communication
- Increased opportunity for innovation

## **CONTRACT MODIFICATIONS**

#### **Authority**

Only the Contracting Officer can authorize a change to the contract.

#### Time Extensions

 Submit a Time Impact Analysis (TIA) with each cost and time proposal. No time extensions will be granted unless a delay occurs which consumes all available Project Float and extends the Projected Finish beyond the Contract Completion Date.

#### Comprehensive

• All direct costs, indirect costs, and time extensions must be negotiated and made full, equitable, and final at the time of modification issuance.

# Naval Escilities Engineering Systems Comm

## CONTRACT ENFORCEMENT

#### Remove contractor personnel

- Non-compliance with the contract
- Failure to manage project to insure timely completion
- Stop work order may be issued for some/all work to force corrective action

#### **Disputes**

**Cure Notice, Show Cause** 

**Retention on Invoices** 

**Liquidated Damages** 

# NAVFAC RED ZONE (NRZ)

#### **Purpose**

- NRZ meetings are held to identify strategies to ensure the project is carried to expeditious closure and turnover to the Client.
- Helps ensure nothing is missed near the end of the contract.

#### Checklist

- NRZ Checklist is a Plan of Action and Milestones (POAM) that documents the items that need to be completed to satisfy the contract.
- Use NRZ Checklist template, starting when project is around 75% complete or 3-6 months prior to project completion. Template is updated to fit the project.

## CONTRACT CLOSEOUT

# Furniture, Fixtures, & Equipment (FF&E) & Command, Control, Communications, Computers, Information Technology (C4IT)

• Interior furnishings/equipment and computers/communications gear may or may not be included as a modification to the contract.

#### **Commissioning and Testing**

• Extensive testing required for HVAC Systems, Fire/Sprinkler Systems, etc., with various certifications required

#### **Turnover**

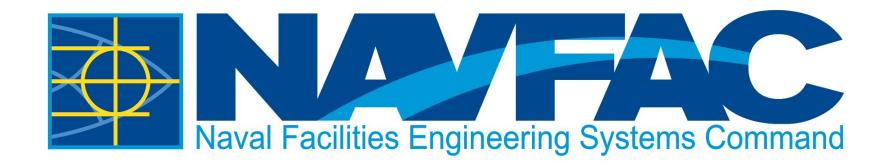
- As-Built Drawings
- Electronic Operation & Maintenance Support Information (eOMSI)
- DD 1354 Transfer and Acceptance of Military Real Property

#### Warranty

· Length of warranty and warranty process may vary by project

# **Contractor Performance Assessment Reporting System (CPARS) Evaluations**

Stores contractor performance assessments to be used in future solicitations



# FUTURE US MILITARY CONSTRUCTION (MILCON) PROJECTS

2023 Industry Day

20 April 2023

# WELCOME

### Ms. Florence Ching, P.E.

Project Management Director (Acting) / Project Management Supervisor
Project Management Division
Design & Construction Department
NAVFAC Pacific

# Naval Facilities Engineering Systems Comm

# **RAAF DARWIN**

Proj #	Project Title	Design Agent	Acquisition Tool	Design Level	Potential Award Value Between	Proposed RFP	Proposed Award
700	Squadron Operations Facility	AE	Stand Alone Construction Contract	Design Bid Build	\$10M-\$25M	FY23 Q3	FY24 Q2
923	Aircraft Parking Apron	AE	Stand Alone Construction Contract	Design Bid Build	\$25M-\$100M	FY24 Q2	FY24 Q4
941	Maintenance Support Facility	AE	Stand Alone Construction Contract	Design Bid Build	\$25M-\$100M	FY24 Q2	FY25 Q2
949	Aircraft Maintenance Hangar	AE	Stand Alone Construction Contract	Design Bid Build	\$25M-100M	FY24 Q2	FY25 Q2

The list of projects, design, and construction tools are to increase your awareness of opportunities at NAVFAC PACIFIC. If you are interested in any of the items listed, please visit www.SAM.gov. For Design Agent, AE = Architect/Engineer Consultant.

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# Naval Facilities Engineering Systems Command

## RAAF TINDAL

Proj #	Project Title	Design Agent	Acquisition Tool	Design Level	Potential Award Value Between	Proposed RFP	Proposed Award
80400	Aircraft Maintenance Support Facility	AE	Stand Alone Construction Contract	Design Bid Build	\$10M-\$25M	FY23 Q3	FY24 Q2
80700	Squadron Operations Facility	AE	Stand Alone Construction Contract	Design Bid Build	\$10M-\$25M	FY23 Q3	FY24 Q2
500	Aircraft Parking Apron	AE	Stand Alone Construction Contract	Design Bid Build	\$25M-\$100M	FY23 Q3	FY24 Q2
	Multi-Purpose Hangar	AE	TBD	TBD	\$25M-\$100M	TBD	TBD

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