



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
FORT WORTH DISTRICT, CORPS OF ENGINEERS
P. O. BOX 17300
FORT WORTH, TEXAS 76102-0300

April 22, 2002

Contracting Division

Planholders:

Reference Request for Proposal Number DACA63-02-R-0002, Four (4) SWD-Wide, Multiple Award Task Order Contracts (MATOCs), Southwest Division (Texas, Oklahoma, Arkansas, Louisiana, and New Mexico).

Enclosed are the list of attendants, and minutes of the Preproposal Conference held on April 10, 2002. These enclosures are for information purposes only and are not a part of the request for proposal.

Sincerely

Frank A. Wilson
Contract Specialist

Enclosures

PRE-PROPOSAL CONFERENCE ROSTER - 10 APRIL 2002
DACA63-02-R-0002, FOUR (4) SWD-WIDE
MULTIPLE AWARD TASK ORDER CONTRACTS (MATOCs)

<u>NAME</u>	<u>COMPANY/EMAIL</u>	<u>TELEPHONE/FAX #</u>
Frank A. Wilson	U.S. Army Engineer District, FTW Franka.Wilson@swf02.usace.army.mil	(817) 886-1057 (817) 886-6407
<u>STEVE HUDSON</u>	<u>GUYCO</u> <u>guyco@IUIT.com.net</u>	() - () -
<u>Bill Crawford</u>	<u>GUYCO</u>	(214) 996 9451 (917) 996 6116
<u>WILL (SONNY) McCANN</u>	<u>SAST CONTRACTORS LLC</u> 5212 1/2 - A - SERVICE - Bldg	940 637 - 2426 () -
<u>David Thomas</u>	<u>The Hoss Group</u> <u>David.Thomas@thg.com</u>	(918) 234 - 7525 (918) 234 - 3871
<u>Rex Johnson</u>	<u>RJK Const. Inc.</u> <u>RJ-RJK@RN-L.com</u>	FAX 512 - 586 - 5774 (512) 556 - 3624 (913) 676 - 0132
<u>JED CROWE</u>	<u>John Crowe & Assoc.</u> <u>jed@cfmcgroup.biz</u>	(715) 676 4655 () -
<u>ROY MILLER</u>	<u>C.F. JORDAN, LP</u>	(214) 349 7900 / 7910 ^{PH} () -
<u>Ric Rodriguez</u>	<u>MCC CONSTRUCTION CO. LP</u> <u>ric@mcc.tx.com</u>	210 930 0263 (210) 829 0811 () -
<u>TOM LYONS</u>	<u>APCO Enterprises</u> <u>APCOenterprises@hotmail.com</u>	817 371 2003 (817) 625 - 7218 () -
<u>KENDALL WALDIE</u>	<u>U.S. Army Engineer Dist. FtW</u> <u>Kendall.R.Waldie@usace.army.mil</u>	(817) 886 - 1391 (917) 886 - 8664
<u>Bob Hafey</u>	<u>Rust Constructors</u>	(354) 552 1693 () -
<u>BRAD WESTERGREEN</u>	<u>USACE-SWD-C T</u> <u>Brad.Westergreen@usace.army.mil</u>	(254) 886 - 4125 () -

R E P O R T E R ' S R E C O R D

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ARMY CORP OF ENGINEERS
FORT WORTH DIVISION



PRE-PROPOSAL CONFERENCE
SWD-WIDE MULTIPLE AWARD TASK ORDER CONTRACTS (MATOCs)
SOUTHWESTERN DIVISION (SWD)
(TEXAS, OKLAHOMA, ARKANSAS, LOUISIANA, AND NEW MEXICO)
April 10, 2002



PROCEEDINGS

1
2
3 MR. WALDIE: Good afternoon. I hope everybody
4 is here for the Pre-proposal Conference for the MATOCs
5 contract. If not, this is not where you want to be. I am
6 Kendall Waldie and I am a project manager with the Fort Worth
7 District of the Corp of Engineers, and I will hand it over to
8 our contracting specialist, Frank Wilson, who knows
9 everything there is to know about this.

10 MR. WILSON: Nothing like a loaded gun to your
11 head. Good afternoon. My name is Frank Wilson. As he said,
12 I'm the contract specialist that will basically -- everything
13 will filter through me -- to me, through me, to try to get
14 this Solicitation RFP hopefully negotiated and four
15 successful contracts awarded. I'd briefly like to introduce
16 Major Brad Westergren. He will be the contracting officer
17 under the contract. Brad.

18 MAJ. WESTERGREN: Hi.

19 MR. WILSON: Needless to say, he might not be
20 signing all task orders, but he would be signing the
21 contract. You know, virtually he would be under K.O.s and
22 the office could sign task orders if he's away.

23 I'd like to inform you that everything that's being
24 said in the conference will be put into the minutes, so you
25 don't necessarily have to write notes. We will provide the

1 minutes on our web page as soon as they're available. As
2 soon as we're through going over the RFP, we will leave here
3 to go to the project site, do a walk-through, and look at
4 that. If you have questions, please hold them. We'll come
5 back here, go through any questions, and try to give you
6 answers at that time so that they can also be put as part of
7 the minutes and put on the web page also. Needless to say,
8 I'm not going to stand this whole time. I will now sit down.

9 What I'm going to do first: I'm going to go
10 through the Solicitation in two different ways. First, I'm
11 going to tell you about how the Technical Review Procedure
12 will be accomplished, then we'll go through the Solicitation.
13 I will not go through every page of the Solicitation. I will
14 go through each section and just bring out any high points
15 that I feel are pertinent and really key issues for you to
16 make sure you're aware of.

17 The Technical Review Procedure will be -- basically
18 all the members will be Fort Worth District personnel.
19 There will be a few base civil engineers or DPW people from
20 some of the installations, but a lot of the Technical Review
21 members will be district employees. And when I say Fort
22 Worth District, that also includes personnel from Central
23 Texas Area Office down at Fort Hood. They are Fort Worth
24 District Corp people; they're just located in Central Texas.
25 So it will be field personnel and base people that will be

1 the predominate members of the board.

2 Upon receipt of the initial proposals, there will
3 be a compliance review that will be done by myself. I will
4 ensure that all the forms and certifications have been
5 completed. If any data is missing in this area, such as
6 bonds or you haven't signed the 1442, you haven't
7 acknowledged amendments, all these areas are potential, we'll
8 say, killers. If you don't do these, they're potential that
9 you would not get an award.

10 Now, you will still be given a technical review on
11 your technical proposal. However, if we don't go into
12 discussions, your firm would be eliminated at that time. If
13 we do go into discussions, those issues would be brought to
14 your attention for correction. So if you have any other
15 technical information that you could correct, you would be
16 able to correct it at this time. But if we don't give you an
17 opportunity to correct, it could cause you to be eliminated
18 from an award.

19 I've mentioned we will evaluate you no matter what
20 the condition of your technical proposal. Each technical
21 proposal will be reviewed by every individual board member.
22 Right now I think we have anywhere from five to seven members
23 that are going to be on this board, so all members will
24 review your technical proposal to meet -- to see if it meets
25 criteria that we requested. They will score it

1 individually -- or they will evaluate it and, I believe, it's
2 color coded individually. Then as a group they will
3 re-evaluate and have a discussion between themselves, so if
4 one person finds something and another one doesn't, they can
5 help each other out as to where they find it. And then as a
6 group they will discuss and rescore the technical proposal.
7 It will not be an average. It will be a complete rescoring
8 of what the group feels the whole proposal is -- or each
9 section is worth. The price proposal will not be rated, but
10 it will be evaluated as to reasonableness, realism, and
11 affordability as required by Part 41.

12 Now, in Section 250, Paragraph 1.1, it talks about
13 the bases of the award and I'm going to quote from what the
14 clause says: The government intends to award up to four
15 contracts, one 8(A) and three unrestricted, based upon
16 initial offers. Therefore, we plan on hopefully receiving
17 those proposals, do a technical evaluation, and, therefore,
18 being able to make an award without any discussions. That is
19 our intent.

20 Each offer should contain best terms for price,
21 cost, and technical standpoint. Also, the right is reserved
22 to accept all other than the lowest price offered and to
23 reject any and all other offers. We also can award -- award
24 may be made to superior offer which is not the lowest price
25 but which is sufficiently more advantageous than the lowest

1 offer so as to justify the payment of the higher price.
 2 The contracting officer -- after the first round of
 3 evaluation, the contracting officer will establish the
 4 competitive range as outlined by Form 15.306(c). This range
 5 will be comprised of the most highly-rated proposals,
 6 technical and price. You could be a high-tech, but the
 7 contracting officer can determine your price is so
 8 unreasonably acceptable that that offer could be put out
 9 as -- be rejected out of the competitive range because it
 10 would be not to the best interest, and we don't believe the
 11 contract could be made awardable.
 12 Each firm in the competitive range will be
 13 contacted either verbally or in writing and this will
 14 establish discussions. Contractors will be requested to
 15 submit technical changes by an established due date. The
 16 technical evaluation board will then reconvene and rescore
 17 just the revisions. They won't go back to your original
 18 technical and relook at it; they'll only look at the
 19 technical changes you've provided by the Request for
 20 Remissions. So, after that, then they will rescore
 21 collectively and give a new total scoring, which will either
 22 raise or lower the original technical proposal.
 23 After all discussions about the technical proposal,
 24 the contractor will be requested to submit their final
 25 proposal revision which will include technical and price. At

1 that point then the final recommendation for award will be
 2 submitted to the contracting officer for contract award.
 3 Are there any questions pertaining to the technical
 4 evaluation procedures?
 5 (There were no questions asked.)
 6 MR. WILSON: Okay. Since I asked for
 7 questions at that point, let me state, if anybody does have a
 8 question, when you raise your hand and I ask for your
 9 question, please state your name and the name of your firm so
 10 it can be put on the minutes.
 11 Now, I'm going to go through the contract -- excuse
 12 me, the Solicitation, But let me give you one bit of
 13 information: Any oral explanations given at this conference
 14 are not binding. If the Solicitation requirement needs to be
 15 revised, a formal written amendment will be issued. So if
 16 I -- if the Solicitation says gray and I tell you, "No, no,
 17 it's actually blue;" well, it's gray until you see an
 18 official amendment saying it's blue. Even though the minutes
 19 might reflect one answer, if we don't give you an amendment,
 20 it doesn't exist. And I can tell you right now Amendment 6
 21 is going to be forthcoming, and I will explain the areas that
 22 are going to be changed by Amendment 6 as I come to it.
 23 On the 1442, the areas I want you to be aware of is
 24 the Solicitation -- I have said it already once, but I'll say
 25 it again -- is for three unrestricted awards and one

1 competitive 8(A) procurement. Now, the 8(A) contractor is
 2 limited to eligibility to 8(A) firms located in Region 6
 3 which is Texas, Oklahoma, Arkansas, Louisiana, and Mexico --
 4 MR. WESTERGREN: And New Mexico.
 5 MR. WILSON: And New Mexico. What did I say?
 6 MR. WESTERGREN: Mexico.
 7 MR. WILSON: -- and/or 8(A) participants in
 8 good standing served by an SBA office outside of Region 6 but
 9 having a bona fide branch office in Region 6.
 10 Also, on the 1442 we explained the guaranteed
 11 minimums. We also explained the maximums. The guaranteed
 12 minimum base period is \$100,000 on all four contracts. The
 13 anticipated amount per period would be 5 million per contract
 14 on the unrestricted and 3 million for the 8(A) contract.
 15 The total not-to-exceed amount for the whole contract is
 16 90 million combined or 25 million per contract unrestricted,
 17 15 million for the 8(A) contractor.
 18 Now, these individual prices are based upon three
 19 unrestricted and one 8(A). If we do not award three and one,
 20 the not-to-exceed amount will still be 90 million. So if
 21 there's only two unrestricted and one 8(A), collectively it
 22 will still be 90 million. The balance for the 25 million for
 23 the unrestricted would be spread amongst the three
 24 contractors. The 8(A)'s portion will be based upon what
 25 they're bonding capacity will allow them to be awarded. If

1 we only have one contractor, he could -- he or she could earn
 2 up to the full 90 million. So the intent is we have the
 3 capacity of
 4 90 million no matter what we award, but we do want three and
 5 one actually awarded.
 6 Hopefully, there should be no questions or issues
 7 on the bid schedule. We're basically asking for unit prices
 8 for your professional levels: one, two, three, and four. We
 9 also want a rate per hour for other-than-normal working
 10 hours. But other than that, all the other areas you don't
 11 bid on because those will be on a task-order basis. We also
 12 want your bonding pricing and down-time pricing, and this
 13 will be for all base and all option periods.
 14 Under the Notes highlighted, Note No. 4 for labor
 15 is important because that is telling you that the labor rate
 16 you put for those professional hours need to be fully burdened,
 17 you know, wages, overhead, profit, contract requirements such
 18 as subcontracting plan management, quality control plan,
 19 safety and health plan, environment plan, preconstruction
 20 conference, risk of lower-than-expected contract dollar
 21 values, any of these issues. But it is not limited to these
 22 issues, so make sure your price is fully burdened because
 23 that's the only price we're going to pay on a professional
 24 level on any project. Travel is totally separate. That will
 25 be issued on a -- by task-order basis. Any travel per diem

1 will be a requirement for any task orders.
 2 Paragraph No. 13 under the Bid Schedule deals with
 3 options. The bottom line is the government has the right to
 4 exceed the estimated amount per period. For the
 5 unrestricted, 25 million, but we have the right to issue 40,
 6 50, 60 million in the base year if that -- if that happens.
 7 We basically will not be awarding any option periods early.
 8 The base and options will last their full 12 months or
 9 60 months or 90 million, whichever comes first.
 10 Let me explain that a little bit better, 60 months
 11 or 90 million. Competitive Task Orders, when we put out a
 12 task order for all firms to bid on, our intent is to spread
 13 the work around 25, 25, 25, and 15. That is to make every
 14 contractor hopefully walk away with an even amount of work,
 15 but Competitive Task Orders do not comply in that case.
 16 Competitive Task Orders -- the only thing that will
 17 apply to the equalization of work is the projects that are
 18 issued sole source. Let's say you competitively bid on a
 19 project and got it at Fort Polk. You're working there, they
 20 have a follow-on work right there in that particular project,
 21 that would be in the government's best issue to
 22 handle -- issue a Sole Source Task Order to the same
 23 contractor because he's there, his work force is there, and
 24 for him just to continue on is in our best interest.
 25 Sole Source is part of the leveling off;

1 Competitives are not. We're not going to hold off on a
 2 contractor because he got a Competitive Task Order. That
 3 will not go into the equation of Sole Sourcing. So, in
 4 theory, a contractor could get more than the 25 million
 5 through Competitive. But the second all four contracts have
 6 hit the \$90 million mark, all contracts are therefore
 7 expired. So if that happens in the first two years, then the
 8 Fort Worth District would have to start all over on a new
 9 Solicitation and reissue and compete all over again.
 10 Any questions on that?
 11 (There were no questions asked.)
 12 MR. WILSON: Sometimes I get confused, and I'm
 13 the one who helped dream up some of this.
 14 Another issue -- not issue, but another paragraph
 15 of importance, needless to say, is the bonding on
 16 Paragraph 20. One thing you need to consider when you get
 17 bonding is there is the potential that we don't have four
 18 successful technical proposals, so, therefore, you might not
 19 be as unrestricted. You might not need just bonding for 25.
 20 It might be for 30, it might be for 40, it might be for 50.
 21 So keep your bonding company informed that the 25 for
 22 unrestricted and 15 for 8(A) is not 100 percent etched in
 23 stone because if we don't get enough successful contracts,
 24 the price could go up, and you would have the potential to
 25 receive a lot more work and, therefore, you might need more

1 bonding.
 2 In Section 100, Instructions: Subcontracting plans
 3 for large business only, please be aware of the goals that
 4 the district has. These are goals we would like to have met.
 5 We realize on an IDIQ of this nature, you can't sit there and
 6 say, Well, here are my subcontractors and I'm going to sub
 7 out this percentage to this one and this percentage to that
 8 one. We realize you can't do that because at this point you
 9 don't even know where the work will be. It can be anywhere
 10 in the five-state area, so we're aware you can't name a
 11 contractor as required by the regulations and the best you're
 12 going to be able to do is maybe say for landscaping I will do
 13 it to SDB. You might be able to go by a discipline on what
 14 you feel you can do. Be realistic. Don't sit there and say
 15 I'm going to do 100 percent to small business if it's not
 16 realistic because, remember, \$1 issued to large business
 17 moves your goals. So look at those; be as realistic as
 18 possible. We realize you can't do anything but give us
 19 generic disciplines, so take that into consideration.
 20 Also, another paragraph in Section 100 -- on page 4
 21 of Section 100 is your requirement for CCR registration.
 22 Please, that is critical. That can possibly cause your firm
 23 not to get a contract if you don't register with CCR. It's
 24 not a difficult procedure and I imagine most of the firms
 25 here, based on the list of firms here that I see, have

1 already registered. But if you haven't, make sure you check
 2 on that clause and make sure you've got it completed.
 3 Section 110 is nothing but a checklist. It's a
 4 one-page checklist kind of giving you heads up on things you
 5 need to submit in your proposal.
 6 Section 210 is where we get to the real nuts and
 7 bolts of your proposal. Paragraph 2 is your proposal format.
 8 It requires you to submit three separate envelopes. Your
 9 first envelope, needless to say, is going to be your
 10 technical proposal excluding the sample project. Your
 11 technical proposal will be one original, six copies.
 12 Your sample project is an important part of the
 13 technical evaluation so, basically, you'll be marking that as
 14 Volume 1(A). It is a separate envelope, unless you can put
 15 it in one envelope, and that's fine, but we allow you to put
 16 that in. Sometimes contractors feel like when we say one
 17 envelope, they can't go any farther. You can put the
 18 technical for the sample project in a separate envelope, and
 19 just make sure you mark it 1(A) so I can determine which
 20 envelopes will go to who. That will also be an original and
 21 six copies.
 22 The second official envelope will be Volume 2 which
 23 is your Price-and-Cost Proposal. You will actually have two
 24 Price-and-Cost Proposals within that envelope: The first one
 25 will be a bid schedule to the Solicitation. The second price

1 proposal will be a bid schedule for the sample project.
 2 Now, this comes to my Amendment No. 6, one of the
 3 issues in Amendment 6. There is a bid schedule already
 4 attached to the sample project. I'm going to make that a
 5 supplemental bid schedule. What I really need for the
 6 Technical Evaluation Board to be able to see is a bid
 7 schedule just like the one for the contract. However, you're
 8 going to fill it out by putting the number of professional
 9 hours for 1, 2, 3, and 4 that you feel you will need to
 10 administer the sample project. But under -- when you see the
 11 bid schedule, the price will be blocked out. You cannot show
 12 your pricing for Professionals 1, 2, 3, and 4 or bonding on
 13 the sample project. But the bid schedule also, if you'll
 14 look at it, has blocks for you to submit pricing for your
 15 subcontractors, your consultants, for materials and
 16 equipment. In those areas you're going to place the actual
 17 subcontractor you got a quote from -- the low-bid
 18 subcontractor you got a quote from. You're going to put that
 19 on the schedule for the sample project, and you will get a
 20 price for that person or that sub.

21 And as a part of your attachments, you will prove
 22 you got competition for all those quotes because by the
 23 Solicitation, you must get no less than two quotes for every
 24 consultant you use. So if you use -- expend \$1 on a
 25 consultant, it has to be done competitively. Anything under

1 in-house forces, let's say the first sub-consultant you put
 2 down is your own firm, let's say you're going to do a portion
 3 of the actual work on the project, you don't have to list
 4 that -- you list it, but you don't have to get competition
 5 for yourself; you've done it through this procedure right
 6 here. But if you get any other firms as consultants, you
 7 must list them on the bid schedule. So you'll have a
 8 complete bid schedule for the sample project excluding dollar
 9 values Professionals 1, 2, 3, and 4. We need to see your
 10 hours because that's part of the review we'll look at is how
 11 you plan on administering.

12 Any questions on the bid schedule or the sample
 13 project?

14 (There were no questions asked.)

15 MR. WILSON: Here again, that will be put in
 16 by Amendment No. 6, and it is real critical you fill that
 17 out.

18 Also part of your pricing proposal for the
 19 contract -- here again, you're giving us two price proposals.
 20 But for the contract you'll be giving us your price proposal,
 21 but you'll also be giving your architectural and engineering
 22 rates for any AE firms you're going to be using. Those will
 23 not be negotiated. Those are just basically rates for -- any
 24 project we use will require architectural engineering
 25 services. This will give us a price to look at as far as

1 pricing for any designs required. The second envelope will
 2 be an original and two copies.

3 The third envelope will be Volume 3 and that will
 4 be subcontracting plans for the large business. Now, I want
 5 to state confusions we've had in the past. Subcontracting
 6 plan for large business is required by regulation that you
 7 show to the government how you propose to break out
 8 percentage of work under the contract to small, small
 9 disadvantage, woman-owned, veteran-owned, minority colleges.
 10 But any 8(A) contractors in here, do not confuse that, that
 11 that means you don't need to submit in your technical
 12 proposal how you plan to get subcontracting to do work.

13 We need to see in your technical proposal how you
 14 plan on getting enough subcontractors to give competitive
 15 quotes and to bid. We don't care if all your subcontractors
 16 are large businesses. We're not asking their size or
 17 anything else. We just want them to verify that you are
 18 getting competition for all areas of work to be subcontracted
 19 under the contract and how you will not only get the
 20 subcontracting but how you will administer and oversee it
 21 during the course of the work on any task orders.

22 The next will be Paragraph 3, Proposal Content.
 23 The government will not make any assumptions concerning your
 24 intent, your capabilities, your facilities, or your
 25 experience. This is what you've got to prove to us. Now, we

1 do have the right to verify anything you place in your
 2 proposal. We will contact any offices that you say you've
 3 worked for. We will do our computer runs for determining
 4 where you've worked in the past with other Corp
 5 agencies -- offices and we will verify the quality of work,
 6 but we will not make any assumptions. If you leave something
 7 out thinking, Well, they'll know we did this, we don't know
 8 it. You have no assurances that somebody on the board will
 9 know it. There might be -- somebody on the board might
 10 actually know something about your firm and their knowledge
 11 can be a factor in it, but don't assume they know your firm
 12 and know your experience. Clear identification of pertinent
 13 details shall rest as sole responsibility of you to offer.

14 Proposal length, Paragraph 4. You shall not exceed
 15 75 single space, double-sided sheets excluding subcontractor
 16 endorsements or OSHA Form 200 on the sample project. The
 17 sample project could be 10,000 pages long; it has nothing to
 18 do with your technical proposal. But if I get a hernia
 19 carrying your sample technical proposal sample project, I'll
 20 be very upset.

21 Here again, we're not talking 150 pages,
 22 single-sided. We're talking 75 pages, single-spaced,
 23 double-sided. Our office of council has made an official
 24 ruling: If I submitted this to y'all as a technical
 25 proposal, they're going to go to page 75 and say, None of

1 this counts. We have to go by that ruling. Every contractor
2 gets an equal technical review. We only review 75 pages.

3 Paragraph 6, Volume 1, Technical Proposal.
4 Hopefully there's no questions or issues. This is in order
5 of technical importance to the technical evaluation team.
6 If there's going to be anything you're going to leave out on
7 page 76 to 78, leave the last item.

8 MR. WESTERGREN: Don't leave it out.

9 MR. WILSON: Well, hopefully don't leave it
10 out. But it's in order of important and the higher scores
11 are going to go to the top of the -- or the first of the
12 technical proposal; the lower scoring goes down to the lower
13 part. It's all important though, but more weight is on the
14 first of the technical proposal.

15 Volume 2 and 3, I hope I've covered on your -- or,
16 actually, in Section 210 I really do call it Volume 2 and
17 Volume 2(a). There is the price proposal and then the sample
18 price proposal. These pretty well explain how we want you to
19 break it out. But, here again, I will give you a new bid
20 schedule for the sample project. The bid schedule that's in
21 there -- I'm pretty sure Dyess wants that bid schedule pretty
22 well filled out, at least for the lower portion of it that
23 has to do with the wash rack parts. So that they'll probably
24 want broken out, but, yet, you'll show on the bid schedule
25 for -- that I'll supplement -- actually the name of the

1 know, their weight preferences for all that. So it's just a
2 regurgitation of Section 210.

3 Section 250 are the forms. We'll provide you the
4 bid forms, forms for payment, bond forms for y'all to use in
5 case you're the winning contractor.

6 Section 600 is your reps and certs. That will be
7 part of your submission with your price proposal. Please
8 have it filled out and mark where required.

9 Section 700, I will not go into that because that's
10 just -- we'll be here another three days. That is your
11 contract clauses that will be in effect once the contract is
12 awarded. They are standard FAR, DFAR, AFAR, EFAR clauses.
13 We basically don't edit them. They just come straight out of
14 the regulations.

15 Section 700 is wage rates. Needless to say, there
16 are a few. Those will, more than likely, be changed some
17 time prior to award. I'm really surprised they haven't been
18 changed already. I had one Solicitation where we physically
19 changed the wage rates every single week. We cannot make an
20 award if there is a wage rate or a wage determination
21 outstanding that has not been incorporated. So if there is
22 a -- let's say tomorrow we were on the verge of awarding, if
23 they gave me new wage rates today, we would have to go to the
24 contractor and ask for a best-and-final proposal a second,
25 third, fourth, fifth time until we got the award made without

1 contractor or the firm you're getting the equipment from and
2 they're total price as far as the low bidder.

3 In Volume 3 we'll talk, here again, about the
4 subcontracting plan and that's, here again, for large
5 business only. I have on here that we'll add another
6 paragraph. Paragraph 9 will be added by Amendment No. 6, and
7 what that paragraph will state is Volume 1 of the
8 contractor's final proposal, original, and any revisions
9 shall be submitted in electronic format, PDF files, to the
10 contracting officer within five calendar days. If any
11 differences are discovered between the final hard copy and
12 the electronic PDF file, the electronic hard copy shall
13 govern. You can do that on floppies, you can do it on a CD,
14 you can send it by e-mail. I think the last project I did,
15 at the same time the contractor e-mailed me all his PDF
16 files. As long as I get a PDF file one way or the other,
17 that's your discretion.

18 I believe we now move to the 220 Sample Project.
19 I don't really have anything to say about that. But after we
20 finish this meeting, we will go to the site and you'll look
21 at that and then come back here and we can discuss any issues
22 or questions you have on the sample project.

23 Section 250, the Evaluation Factors for Award.
24 This is basically in the same order as 210 was; it's just
25 restating in order and explaining they're significant -- you

1 another revision to the rates.

2 Remember, the Davis Bacon wage rates will be for
3 the life of the contract. Those will not be changed. The
4 service wage rates will be changed yearly.

5 Section 720 is the Affirmative Action Plan. That
6 probably won't change. If you have any questions concerning
7 that, we'll forward it to our labor people and let them
8 address those.

9 Section 800, Special Contract Requirements,
10 page 10, I've got a new one added to my list to look at.
11 One of them is Government Furnished Site, which a gentleman
12 here was kind enough to point out to me, says that a site
13 office for the life of the contract will be partial land at
14 Fort Hood. That will not happen. There will be no permanent
15 site anywhere. You will only have sites associated to task
16 orders as task orders are awarded. Those will be the only
17 sites you will be required to have, and any cost associated
18 to that -- or required by that site, whether the government
19 gives you a location or whether you have to bring in a
20 trailer or stay in a motel, whatever, all those costs will be
21 negotiated on that task order and paid under that task order.

22 Ordering procedures for task orders, page 10 of
23 800. What we're looking at is each contractor will be
24 afforded a fair opportunity to be considered for each task
25 order in excess of \$2500. The contracting officer will make

Page 22

1 any decisions in the award of any individual task orders.
2 They shall consider factors such as past performance on
3 earlier task orders under the multiple award task order
4 contract, the quality of deliverables, cost control, price
5 costs, or other factors that the contracting officer believes
6 are relevant to the award of the task order. So they're
7 going to use any past performance that you've done under this
8 contract to determine how projects will be distributed
9 amongst the contractors.

10 The awarding need not be given an opportunity to be
11 considered for a particular task order in excess of \$2500
12 under multiple task order contracts if the contracting
13 officer determines:

14 Number 1: That the service is of such urgency that
15 provided the opportunity will result in unacceptable
16 delays.

17 Number 2: Only one such contractor is capable of
18 providing such services.

19 Number 3: The task order should be issued on a
20 sole source basis in the interest of the economy,
21 efficiency, and as a logical follow-on to an order
22 already issued under the contract.

23 Number 4: It is necessary to place an order to
24 satisfy the minimum guarantee.

25 Now, tasks orders will be issued two different

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1 ways: They'll be issued competitively or by sole source. If
2 they're issued competitively, it will be when the scope of
3 work is clearly defined, then an RFB -- which will be Request
4 for Bid -- will be issued to each of the selected contractors
5 with the scope of work and all attachments such as drawings
6 and list of specs, a date and time and location for the bid
7 to be submitted. That will normally be at the Fort Worth
8 District Contracting Division. We will then treat it as we
9 would any sealed bid project. We will have a formal bid
10 opening.

11 Each contractor will be allowed to either hand
12 carry it in, fax it in, Federal Express it in, as long as
13 it's there by the deadline established by the RFB. Each
14 proposal will be opened, then we'll announce -- the apparent
15 low bidder will be the recipient of the task order. We will
16 prepare an abstract -- or what we call a red line denoting
17 each contractor that bid, their price, and I will furnish --
18 or the contract specialist, hopefully it will be me, will
19 therefore e-mail each contractor that bid the results of that
20 so they immediately know what the pricing was.

21 Sole Source Task Orders. The contracting officer
22 with their authorized representatives may issue a task order
23 as sole source based upon the contractor's, here again, past
24 performance of earlier task orders under these contracts,
25 quality of work, cost control, price, or other factors

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1 related to any work they feel relevant to the performance and
2 task order. At that point then a Request for Proposal will
3 be issued to the contractor. They will be given the scope of
4 work and any attachments. They will be requested to submit a
5 price proposal within so many days. At that point it will be
6 negotiated and, once a fair and reasonable price has been
7 negotiated, a task order will be issued.

8 Another paragraph that I have highlight is on page
9 812, Commencement of Mobilization of Work. Each contractor
10 that is awarded a contract will, within ten calendar days of
11 notification of award, will be required to submit performance
12 and payment bonds. Within five working days after the
13 acceptance of the performance and payment bond, the
14 contractor shall attend a meeting with the contracting
15 authorized rep to establish the agenda for the
16 pre-construction conference. Then within 45 days of award
17 contractors shall have all critical staff members available,
18 be fully operational and capable of immediately starting
19 physical work on any task orders previously negotiated with
20 the government and/or any required tasks orders.

21 I would not be surprised if that particular
22 paragraph gets amended to a shorter deadline. It could be
23 anywhere from 15 to 25 days to be fully staffed and ready to
24 go to work because y'all all are aware of the changing face
25 of our military. There is moneys allegedly on it's way to

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1 the Fort Worth District, or all districts per se, but at
2 least the Fort Worth District. We're aware of for Force
3 Protection. We already have teams out in the field right now
4 doing design work and putting packages together. Whether
5 those packages will go under these IDIQs or go out as a
6 sealed bid, stand-alone solicitation, I do not know. None of
7 us know. We get conflicting information almost daily, but
8 bottom line is these contracts are meant first and primarily
9 for Force Protection and we need to get these awarded ASAP or
10 yesterday, whichever comes first. We need to get contractors
11 available ASAP or yesterday, if available, so I would expect
12 this particular part of the clause to be reduced because we
13 will -- don't be surprised if the day of award we're going to
14 go, When can we sit down and talk? We have a project. It
15 could possibly happen, and that's all I know.

16 Another paragraph of interest is on page 822
17 dealing with Task Order Limitations. Minimum orders are
18 2500. Maximum orders are single task to be equal to the
19 estimated total not-to-exceed amount of current contract
20 period or a series of task orders that exceed the estimated
21 total not-to-exceed amount for the current contract period
22 outstanding at any given time.

23 A series of task orders issued within five days in
24 the amount not the exceed 10 million. Now, understand these
25 minimums and maximums doesn't mean we can not. It means you

1 have the right to say, hold on, wait a minute, I don't want
 2 any more. We've already had some projects ask if they can be
 3 put under this -- under one of the task orders as much as
 4 7 or 8 million dollars, which that one task order alone
 5 exceeds the 25 million estimated unrestricted. So I can't
 6 tell you what's going to happen. We might have some big
 7 projects; we might not. But to be honest, with the rumors
 8 we're hearing in the grapevine for potential money coming
 9 down the pike and the potential installations that have work,
 10 right now there's a potential that all four contracts will be
 11 maxed out by September 30th of this year. There is that
 12 potential, all 90 million by September 30th, but I can't even
 13 tell you you'll get the guaranteed minimum by September 30th.
 14 This is all rumor; we don't know. We're pretty sure we'll
 15 get the guaranteed minimum for all four by September 30th,
 16 but, here again, the potential right now is really big. We
 17 just don't know.

18 That was the last one I had for -- oops, one more
 19 page. On page 826, Firm Fixed Price Task Orders. Firm Fixed
 20 Price Task Orders are a task order that we're going to sit
 21 down and negotiate and we know a clear-cut price. We've
 22 agreed to it, both sides, and it's signed, delivered, go to
 23 work. As long as no modifications happy -- happy? -- happen,
 24 you'll be paid that amount. It can either be by negotiated
 25 Sole Source RFP or it can be by Competitive Task Order issued

1 under an RFP. Either one of those cases will be firm fixed
 2 price, virtually both sides of the parties sticks with a
 3 price no matter what happens unless there's a change.

4 The second type task order that can be issued --
 5 it's also on page 826 -- and that's the Undefinitived Task
 6 Order or a UTO. That is a task order that's issued one of
 7 two times: Hospital has a ruptured water line or the power
 8 transformer to the hospital blows up through a storm and we
 9 need immediate work and immediately get there. Basically the
 10 installation will forward to Fort Worth District enough money
 11 to get a task order issued. The task order will be issued to
 12 the contractor right then and there, go to work. No
 13 discussions, no negotiations, here it is, here's the scope,
 14 go out there and get it done, and we'll negotiate a price
 15 later.

16 Second scenario is, which they claim we hardly ever
 17 do, end-of-the-year funds are available; they need to get it
 18 obligated. It is September the 15th, and, needless to say, I
 19 can't get you the scope of work and you can't go out and get
 20 three quotes for every dime spent and we don't have time to
 21 negotiate the issue and we'll issue a UTO.

22 In that UTO we will tell you that the price is a
 23 not-to-exceed amount. You have 30 days to get a proposal to
 24 the government to negotiate. The government has 90 days to
 25 get it definitived and agreed to the final price. During

1 that period there will probably be scoping changes. During
 2 that -- some of those might be a case where as soon as the
 3 government gets the proposal, they'll tell you to go to work
 4 and we'll negotiate while you're working. Or it might be a
 5 case where you're getting the final design wrapped up and
 6 there will be changes to that, so it might take the full 90
 7 days for the government to get it negotiated, finalized, and
 8 for you to actually physically start on the construction. So
 9 those are two types of UTOs that could and will happen more
 10 than the government really likes, but sometimes we just can't
 11 avoid.

12 The last two sections that basically I deal with
 13 will be Section 900. Description and Specs, that is not
 14 mine. I don't really have a full grasp other than it should
 15 be telling you what's to be expected under this contract.

16 And then the Contract Data Requirement, Section
 17 910, those are our little forms that tell you -- that will be
 18 associated to each task order which will tell you whether you
 19 need to submit a safety plan or not, and this tells you where
 20 in the Solicitation to look for information for the safety
 21 plan and tells you basically when it's due.

22 In this case it says, Submit a generic plan within
 23 seven days after contract award. Submit adapted safety plan
 24 as required within the task order. So if it's required, the
 25 task order should give you a deadline on when that safety

1 plan -- or adapted safety plan will be due before work will
 2 commence. So each one of these will either be within the
 3 scope asking you to submit it at the time of proposal or
 4 during the course of construction. So all these data
 5 requirements are just information for you during the course
 6 of a task order.

7 And that's all the information I have as far as the
 8 Solicitation is concerned. I have three things currently for
 9 Amendment 6 and that's the information about the PDF file for
 10 your final proposal, a revised bid schedule for the sample
 11 project, and deleting a clause in Section 800 that had to do
 12 with a permanent site at Fort Hood. Do y'all have anything
 13 to add or subtract?

14 MAJ. WESTERGREN: None at this time.

15 MR. WALDIE: No.

16 MR. WILSON: We're open up now to any
 17 questions pertaining to the Solicitation RFP that hopefully
 18 we'll be able to answer. And once we get that done -- I
 19 guess the bus is probably here -- we'll be able to go to the
 20 site to look at the sample project. Open to questions. Yes,
 21 sir, name and company.

22 MR. MILLER: Roy Miller, CF Jordan, LP.
 23 Frank, do you have any idea of the percentage of the work
 24 that might be done that might involve Force Protection as
 25 opposed to ordinary construction?

1 MR. WILSON: If, if, if, if the work that is
2 being claimed to be filtering down right now -- we're being
3 told about 60 million for Force Protection between now and
4 the end of September for two of our major installations. I'm
5 not -- I'm not going to hold my breath for that; it could
6 happen. So I really cannot give you a -- and I don't think
7 there's anybody in our district that can give you an honest
8 answer and will stand behind it. It looks like maybe
9 two-third. I don't know.

10 MAJ. WESTERGREN: The way that we have written
11 this Solicitation permits us to funnel some work, some
12 projects for civil works, this direction as well. Civil
13 works generally mostly -- well, usually are all horizontal
14 just about, you know, shoring up moneys or something along
15 those lines.

16 This is one of the -- we don't do that very often,
17 but we will start doing this more often. So depending on
18 excess or idle capacity, and the civil works funding stream
19 can be a tricky thing as well. So if money comes available,
20 we want to have the flexibility to use this tool to get that
21 work done as well. Don't know if it will work, but we want
22 to have that option. So in addition to Force Protection and
23 regular O&M or regular military construction-type work, we
24 might look at civil works projects.

25 MR. WILSON: I've even heard of some Force

1 and -- you're an 8(A) firm. Correct?

2 MR. HAFF: Yes.

3 MR. WILSON: Okay. So this is more geared
4 toward you more than anybody. Let's say an 8(A) firm is
5 number six technically, all the rest are large business or
6 non-8(A). If the number six firm, 8(A) firm, is technically
7 qualified and pricing is determined reasonable, realistic,
8 and affordable, that 8(A) contractor gets his 8(A) contract
9 even though he's not in the top four. Bottom line is our
10 intent is to solicit and negotiate an 8(A) contract.

11 Now, the 8(A) contractor is on the same playing
12 field technically as everybody else. They've got the exact
13 same technical requirements that everybody else has to
14 submit, so if they are just -- if they are technically
15 qualified and the government does not feel they're at risk
16 and the price is fair and reasonable, the 8(A) contractor
17 gets a contract.

18 However, if the 8(A) contractor happens to be
19 number one technical but his price is way over here
20 (indicating), that 8(A) contractor doesn't get a contract.
21 Doesn't mean all four -- you know, it's got to be technically
22 and price best value, the best to the government. So it's
23 got to be technically qualified; there cannot be
24 deficiencies. If we say your project manager must have X
25 number of years and you have X minus three, you're deficient.

1 Protection on some of the civil works projects, and this is
2 also open to other agencies. If another agency such as INS
3 wants to use this contract within our district, we can do
4 that.

5 Any other questions? This is too easy. Come on.
6 There's got to be questions. Yes.

7 MR. HAFF: Dan Haff, AZTECA Enterprises.
8 Sir, is there a thought as to the majority -- as to where the
9 work is going to be located?

10 MR. WILSON: Not any of it at all. Right now
11 the majority of the Force Protection is estimated to be Fort
12 Hood and Fort Polk. I can't state enough that I don't know
13 if that Force Protection money will ever show up. If not a
14 penny of it shows up -- we just don't know. Any others?
15 Yes, sir.

16 MR. HAFF: You mentioned that maybe two or
17 three instead of four contractors. How would that be
18 decided?

19 MR. WILSON: By technical evaluation.

20 MR. HAFF: At what point? What's the cutoff?

21 MR. WILSON: Okay. Let me explain. As I
22 stated earlier, the high-technical price might be so out in
23 left field that no award could possibly be made to them, so
24 I'll try to explain this as best as I can. Let's say we have
25 six contractors that have submitted; we're looking for four

1 That project manager is not qualified. You might have a good
2 technical proposal, but you have a deficiency. And if it's a
3 deficiency the contracting officer feels is an important
4 criteria of the contract and the contract cannot be
5 successful without that function, that could be a
6 disqualifier. So it's got to be technically qualified and
7 fair and reasonable price. So just because they're the
8 number one technical, if their price is not fair and
9 reasonable, the government has a right to not choose them for
10 a contract. Does that answer your question?

11 MR. HAFF: I believe so.

12 MR. WILSON: Okay.

13 MR. HAFF: I haven't had a problem with excess
14 professionals. So throwing out the 8(A) question, how would
15 you decide whether or not you would issue to, say, three or
16 four contractors? What's the cutoff?

17 MR. WILSON: The cutoff --

18 MR. HAFF: If you're dealing with a pool of,
19 say, 90 million dollars, what's the cutoff?

20 MR. WILSON: The cutoff would be if there is
21 a -- all right. On a scale of one to ten you have six
22 contractors, and three are up here in this scale of one to
23 ten and the other three are down here and there is a major
24 gap between technically qualified, the contractor has a --
25 the contracting officer has the discrepancy to say, This is

1 my break-off point. These contractors are not qualified.

2 MR. HAFF: Or pricing?

3 MR. WILSON: Correct. Technically and/or
4 pricing, there is such a gap that the contracting officer can
5 say there is a clear break, cutoff, between these.

6 MAJ. WESTERGREN: It is in our best interest,
7 though, to have four contractors selected. So we're not
8 going into this looking to only choose one. We'd like to
9 have four for flexibility, for multiple projects, multiple
10 areas within the five state region, and there's -- there's --
11 it is ability to keep people busy. So we don't want to throw
12 people out unless we have to.

13 MR. HAFF: Right. It just came up. So what
14 are we looking -- what's the evaluation factors?

15 MR. WILSON: We could possibly have, let's
16 say, three that are outstanding, don't need to have
17 discussions. But the other firms that have submitted, maybe
18 with minor discussions we could get them into that same
19 range. But I would imagine Brad, as the contracting officer,
20 will say, Hey, why don't we go talk to these people. Let's
21 open negotiations and let's see if we can bring these firms
22 higher up there. Let them correct any deficiencies we feel
23 are correctable because sometimes there's not a deficiency
24 that you can physically correct, you know, that is just plain
25 impossible to correct. OSHA 200, we say you must have no

1 OSHA complaints within this period and you do. Well, you
2 can't correct that deficiency; it's physically impossible.
3 But if you're offering a project manager with three years and
4 we ask for five, that is something you could correct if you
5 so desire.

6 So if we feel -- or the contracting officer feels
7 this is an area that should be an easy possible fix, it's his
8 discretion to say, Let's open up the board, let's talk, and
9 try to bring more firms into the competitive range because,
10 really, our intent is four firms because, I guarantee you,
11 the installations are just biting the bit to be able to give
12 all four firms that task order and make them compete so they
13 know they're getting the lowest price they can get. Let's
14 face it, we want to save every dollar we can. And if we can
15 avoid negotiating with one firm, we want competition where
16 all four firms are competing for every single task order
17 possible. We'd love to see that. That's the whole intent of
18 the multiple award. So it is in our best interest to make
19 four firms qualify, price and technical. But, no, we will
20 not award four unrestricted. It will be three unrestricted
21 plus an 8(A) or just three unrestricted or two unrestricted
22 and an 8(A), but we won't award four unrestricted.

23 You look like you still have a question.

24 MR. HAFF: You had indicated a while ago, if I
25 heard right, like 90 million. And when that hits, that's it?

1 MR. WILSON: When \$90 million has been hit
2 between the four combined, all four contracts stop with new
3 work. Your existing work will continue, but no new task
4 orders will be hit once we hit \$90 million because that's all
5 the Solicitation will allow us. We did a CBD; we obtained
6 the Solicitation. It is not to exceed \$90 million period.

7 MR. HAFF: There's no guarantee how that will
8 be spread out?

9 MR. WILSON: The intent would be 25, 25, 25,
10 15. Any other questions?

11 (There were no other questions asked.)

12 MR. WILSON: Shall we go to the sample
13 project?

14 (Recess for site visit.)

15 MR. WILSON: Okay. We're back from our little
16 site visit.

17 One question was brought up in the bus that I want
18 to make sure it gets on the minutes so we'll bring it back
19 up. The question was asked is what happens if more than one
20 8(A) contractor is determined to be qualified for contract
21 award? If we have more than one, needless to say, one will
22 be an official 8(A) contract. The other 8(A) contractor will
23 be deemed as a small disadvantage business and they would get
24 an award also, but it would not be 8(A). It would just be a
25 small disadvantaged business and they would get a 25 million

1 contract. Does that answer that question?

2 Based upon what I heard out at the site
3 investigation, nobody had any questions for the designers.
4 Is that also true?

5 Okay. So we'll ask one more time: Does anybody
6 have any questions on the Solicitations or anything that we
7 have said or done today? And if you don't, we will call this
8 meeting adieu.

9 MR. RODRIQUEZ: One more. Ric Rodriguez with
10 MCC Construction. Where would the -- will we haul demolition
11 materials or debris or --

12 MR. RIEH: To an improved site off base.

13 MR. WILSON: Did anybody hear that? An
14 approved site off base. Any other questions?

15 We really appreciate y'all coming today. We're
16 glad to see you. We hope all of you will put in a proposal
17 and give this your absolute greatest shot, and we would like
18 to see everybody successfully get a contract even though that
19 can't happen. But we would like to see 100 percent
20 participation and we'll go for four awards. Y'all have a
21 good day. Anybody who's leaving town today, have a safe
22 trip, safe driving. Thank you much.

23 (Meeting adjourned.)

1 STATE OF TEXAS)
2 COUNTY OF TAYLOR)

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REPORTER'S CERTIFICATE

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6

I, Kimberly P. Reeves, court reporter in and for the
State of Texas, do hereby certify that the above and
foregoing contains a true and correct transcription of all
portions of evidence and other proceedings requested in
writing by the parties to be included in this volume of the
Reporter's Record, in the above-styled and numbered cause,
all of which were reported by me.

13
14

WITNESS MY OFFICIAL HAND this the 18th day of April,
2002.

16
17

Kimberly P. Reeves, CSR, RPR
Professional Reporting of Abilene
P.O. Box 426
Abilene, Texas 79604-0426
(915) 677-7762
Certification No. 5158
Certification Expires: 12/31/02

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