

2. AMENDMENT/MODIFICATION NO. <b>0009</b>	3. EFFECTIVE DATE <b>02/20/01</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. <i>(If applicable)</i>
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6. ISSUED BY  <b>U.S. ARMY ENGINEER DISTRICT, HONOLULU CORPS OF ENGINEERS, BUILDING S-200 FORT SHAFTER, HAWAII 96858-5440 CONTRACT SPECIALIST: JODY MURAOKA</b>	7. ADMINISTERED BY <i>(If other than Item 6)</i>
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8. NAME AND ADDRESS OF CONTRACTOR <i>(No., street, county, State and ZIP Code)</i>	(✓)	9A. AMENDMENT OF SOLICITATION NO. <b>DACA83-00-B-0008</b>
	(X)	9B. DATED <i>(SEE ITEM 11)</i> <b>10/19/00</b>
		10A. MODIFICATION OF CONTRACTS/ORDER NO.
		10B. DATED <i>(SEE ITEM 13)</i>

CODE	FACILITY CODE	<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>
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The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
 (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: <i>(Specify authority)</i> THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES <i>(such as changes in paying office, appropriation date, etc.)</i> SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER <i>(Specify type of modification and authority)</i>

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*  
**FY00 BUP, Renovate Building 502, Fort Shafter, Oahu, Hawaii**

See Page 2 of 2 Pages

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER <i>(Type or print)</i>	16A. NAME AND TITLE OF CONTRACTING OFFICER <i>(Type or print)</i>
15B. CONTRACTOR/OFFEROR  _____ <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  BY _____ <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED

1. CHANGES TO THE SOLICITATION. Attached hereto are new and revised pages to the solicitation. The revision mark "(Am-0009)" is shown on each new and revised page.

a. REVISED PROVISIONS/CLAUSES/PAGES. Following are revised pages to the solicitation. Changes are indicated in **bold** print.

Section 00010

Page 00010-1

Section 00800

Page 00800-2

Page 00800-17 and 18, Paragraph S-1a, Reporting of Contractor Manpower Data Elements (Feb 2001)

2. CHANGES TO DRAWINGS.

REVISED DRAWINGS (NOT ISSUED). Following are revisions made to drawings listed. These revised drawings will not be issued with this amendment but will be furnished to the successful bidder at the time of award of the contract.

a. Drawing No. 721-11-18, Sheet No. T-2, Ring No. 2. At Zones C3, D3 and D5, indicated revision status "d" for Ring Nos. 50 and 53.

b. Drawing No. 721-11-18, Sheet No. S-3, Ring 50. At Zone D6, revised existing note:

"REMOVE EXISTING NON STRUCTURAL CONC. TOPPING (VARIES ¼" TO 3/8" WEARING SURFACE) ON WALKWAYS. PROVIDE NEW SUPER BUILD EPOXY FLOORING SYSTEM ON WALKWAYS, THICKNESS VARIES ¼" TO 3/8" TO MATCH EXISTING NON-STRUCTURAL CONC. TOPPING. SEE SHEET S-6, GENERAL NOTE J.5"

to read as follows:

"REMOVE EXISTING NON STRUCTURAL CONC. TOPPING (VARIES ¼" TO 3/8" WEARING SURFACE) ON WALKWAYS. PROVIDE NEW EXTERIOR EPOXY FLOORING SYSTEM ON WALKWAYS, THICKNESS VARIES ¼" TO 3/8" TO MATCH EXISTING NON-STRUCTURAL CONC. TOPPING. SEE SHEET S-6, GENERAL NOTE J.5"

c. Drawing No. 721-11-18, Sheet No. S-6, Ring No. 53. At Zones C3 and C4:

(1) At the end of GENERAL NOTES J2a, added the following:

"CONCRETE MATERIAL FOR PATCHING VERTICAL EXTERIOR CONCRETE SURFACES SHALL BE A FAST SET POLYMER-MODIFIED CEMENT PATCHING MATERIAL SUITABLE FOR 1/16" THICKNESS. CONCRETE PATCHING MATERIAL SHALL BE APPLIED WITHOUT FORMING. THE MATERIAL SHALL DEVELOP A PERMANENT BOND TO EXISTING CONCRETE WITHOUT CRACKING OR DELAMINATIONS. THE MATERIAL SHALL NOT CONTAIN CALCIUM CHLORIDE OR GYPSUM. STRENGTH SHALL BE 4000 PSI MINIMUM AT 7 DAYS. VERTICAL BOND STRENGTH SHALL BE 1400 PSI MINIMUM AT 28 DAYS PER ASTM C-1042. CONCRETE PATCHING MATERIAL SHALL HAVE PERFORMED SUCCESSFULLY FOR A MINIMUM OF 5 YEARS IN SIMILAR APPLICATIONS IN A MINIMUM OF 5 HAWAII PROJECTS."

(2) At the end of GENERAL NOTES J2b, added the following:

“CONCRETE MATERIAL FOR PATCHING HORIZONTAL CONCRETE EXTERIOR DECK SURFACES SHALL BE FIBER REINFORCED LATEX MODIFIED OR LATEX /MICROSILICA MODIFIED CEMENTITIOUS PATCHING MATERIAL SUITABLE FOR 1/16” THICKNESS. MATERIAL SHALL HAVE A MINIMUM STRENGTH OF 4000 PSI. THE MATERIAL SHALL NOT CONTAIN CALCIUM CHLORIDE OR GYPSUM. THE MATERIAL SHALL DEVELOP A PERMANENT BOND TO EXISTING CONCRETE WITHOUT CRACKING OR DELAMINATING. MATERIAL SHALL MEET HORIZONTAL BOND STRENGTH PER ASTM C-1059-86, TYPE II. CONCRETE PATCHING MATERIAL SHALL HAVE PERFORMED SUCCESSFULLY FOR A MINIMUM OF 5 YEARS IN SIMILAR APPLICATIONS IN A MINIMUM OF 5 HAWAII PROJECTS.”

(3) Deleted GENERAL NOTES J5 and replaced with the following:

“5. WALKWAY SURFACES SHALL BE COATED WITH FLOROCK, SUPER-BUILD EPOXY FLOORING SYSTEM (BY CRAWFORD LABORATORIES), DUR-A-CRETE HEAVY DUTY EPOXY RESURFACER (BY DUR-A-FLEX, INC.), GARLAND FLOOR COMPANY’S EPOXY MORTAR, OR APPROVED EQUAL. EPOXY FLOORING SYSTEM SHALL BE A THREE-COMPONENT MORTAR SYSTEM, CONSISTING OF A 100% SOLIDS, TWO-COMPONENT PIGMENTED EPOXY AND SPECIAL GRADED SILICA SAND BLEND, AND CAN BE APPLIED AT VARYING THICKNESSES TO FORM SLOPE FROM DOOR THRESHOLD TO FLOOR GUTTER AT EXTERIOR BALCONIES.”

3. The bid opening date of February 26, 2001, is hereby extended to March 2, 2001, 2:00 P.M., Hawaiian Standard Time.

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	DACA83-00-B-0008	<input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	10/19/00	

**IMPORTANT - The "offer" section on the reverse must be fully completed by the offeror.**

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER
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7. ISSUED BY U.S. Army Engineer District, Honolulu ATTN: CEPOH-CT-C Building 230 Fort Shafter, Hawaii 96858-5440	CODE	8. ADDRESS OFFER TO U.S. Army Engineer District, Honolulu ATTN: CEPOH-CT-C Building 230 Fort Shafter, Oahu, Hawaii 96858-5440  (Deliver hand-carried bids to Room 115, Building 200, Fort Shafter, Hawaii 96858-5440)
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9. FOR INFORMATION CALL	A. NAME Jody Muraoka	B. TELEPHONE NUMBER (Include area code) (NO COLLECT CALLS) (808)438-8575
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**SOLICITATION**

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

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying number, date):

Invitation for Bids No. DACA83-00-B-0008, FY00 BUP , Renovate Building 502, Fort Shafter, Oahu, Hawaii

**SEE MAIN TABLE OF CONTENTS**

11. The Contractor shall begin performance within 7 calendar days and complete it 336 calendar days after  award,  notice to proceed. This performance period is  mandatory,  negotiable. (See FAR Clause 52.211-10.)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS  14
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original 0 copies to perform the work required are due at the place specified in Item 8 2:00 P.M. (hour) local time 03/02/01 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee  is,  is not required.

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

D. Offers providing less than 120 calendar days for Government acceptance after the date offers are due will not be considered and be rejected.

**OFFER (Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)  DUNS No. _____ CAGE Code _____  CODE _____ FACILITY CODE _____	15. TELEPHONE NUMBER (Include area code)  16. REMITTANCE ADDRESS (Include only if different than Item 14)
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17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this accepted by the Government in writing within \_\_\_\_\_ calendar days after the date offers are due. (Insert any number equal or greater than minimum requirement stated in 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)

AMOUNTS	(SEE "BIDDING SCHEDULE", Section 00010)
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18. The offeror agrees to furnish any required performance and payment bonds.

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

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20B. SIGNATURE	20C. OFFER DATE
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**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
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24. SUBMIT INVOICES TO ADDRESS SHOWN IN  (4 copies unless otherwise specified)	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )
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26. ADMINISTERED BY _____ CODE _____	27. PAYMENT WILL BE MADE BY _____
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**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign document and return _____ copies to the issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or	<input type="checkbox"/> 29. AWARD. (Contractor is not required to sign this document.) offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
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30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)	31A. NAME OF CONTRACTING OFFICER (Type or print)
30B. SIGNATURE	31B. UNITED STATES OF AMERICA
30C. DATE	BY _____
	31C. AWARD DATE

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**S-1a      REPORTING OF CONTRACTOR MANPOWER DATA ELEMENTS (FEB 2001)**

52-249-5000      BASIS FOR SETTLEMENT OF PROPOSALS

APPENDIX A - LIST OF DRAWINGS

APPENDIX B - PROJECT SIGNS

APPENDIX C - EXAMPLES OF EMBEDDED SYSTEMS

- (2) If equipment costs have been allocated to a contract using predetermined rates , those charges will be adjusted to actual costs.
- (3) Recorded job costs adjusted for unallowable expenses will be used to determine equipment operating expenses.
- (4) Ownership costs (depreciation) will be determined using the contractor's depreciation schedule (subject to the provisions of FAR 31.205-11).
- (5) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the contractor charges these costs directly to contracts, they will be recovered through the indirect expense rate."

(End of Statement)

#### **S-1a REPORTING OF CONTRACTOR MANPOWER DATA ELEMENTS (FEB 2001)**

**(a) Scope.** The following sets forth contractual requirements for reporting of contractor labor work year equivalents (also called Contractor Man-year Equivalents (CMEs)) in support of the Army, pursuant to 10 U.S.C. 129a, 10 U.S.C. 2461(g), Section 343 of P.L. 106-65, and 32 CFR 668. Reporting shall be accomplished electronically by direct contractor submission to the secure Army Web Site: <https://contractormanpower.us.army.mil>. (Note: In order to access this secure site, the Windows browser software must be upgraded to support 128-bit encryption)

Information on the background, purposes, and significance of this reporting requirement, and the 32 CFR 668 Final Rule as published in the Federal Register, can be found at this Web Site. In addition, a Help Desk function, detailed instructions on what and how to report, FAQs, and a site demonstration are available. The Army's objective is to collect as much significant CME data as possible to allow accurate reporting to Congress and for effective Army planning. The reporting data elements should not be viewed as an "all or nothing" requirement. Even partial reporting, e.g., direct labor hours, appropriation data, place of performance, Army customer, etc., will be helpful.

**(b) Applicability.** This reporting requirement applies to services covered by Federal Supply Class or Service codes for "Research and Development," and "Other Services and Construction." Report submissions shall not contain classified information. (Also see "Exemptions" at (d) below.)

For indefinite-delivery indefinite-quantity contracts, this reporting requirement will only apply to task orders exceeding \$25,000.

**(c) Requirements.** The contractor is required to report the following contractor manpower information, associated with performance of this contract action in support of Army requirements, for all covered contracts, to the Office, Assistant Secretary of the Army (Manpower and Reserve Affairs) (ASA(M&RA)), using the secure Army data collection web-site at <https://contractormanpower.us.army.mil>. (Other information requirements associated with the manpower data collection (contract and task or delivery order numbers; appropriation data and amounts; total estimated value of contract; federal supply class or service code; major Army organizational element receiving or reviewing work; beginning and ending date for reporting period; place of performance; name, address, and point of contract for contractor; etc.) are specified and explained at the web site.)

**(1) Labor Hours.** Composite direct labor hours and the value of those hours. Composite indirect labor hours associated with the reported direct hours, and the value of those indirect labor hours plus compensation related costs for direct labor hours ordinarily included in the indirect pools.

**(2) Rates.** Alternatively, contractors may report two distinct, relevant (annualized) composite or average indirect labor rates in lieu of raw indirect labor hours and the value of those indirect hours. Such rates shall be annualized average estimates for the reporting contractor and need not be developed for each reporting period. Either method chosen should be consistently reported.

**(d) Exemption(s).** If the contractor is unable to comply with these reporting requirements without creating a whole new cost allocation system or system of records (such as a payroll accounting system), or due to similar insurmountable practical or economic reasons, the contractor may claim an exemption to at least a portion of the reporting requirement by certifying in writing to the contracting officer the clear underlying reason(s) for exemption from the specified report data element(s), and further certifying that they do not otherwise have to provide the exempted information, in any form, to the United States Government. The "self-exemption" will apply to all contract actions involving the contractor and will be reviewed and approved by the Deputy Assistant Secretary of the Army (Procurement), in coordination with the Deputy Assistant Secretary of the Army (Force Management and Resources), whose decision is final in this matter.

**(e) Uses and Safeguarding of Information.** The information submitted will be treated as contractor proprietary information when associated with a contractor name or contract number.

**(f) Subcontract Data.** The contractor shall ensure that all reportable subcontract data is timely reported to the data collection web site (citing this contract/order number). At the discretion of the prime contractor, this reporting may be done directly by subcontractors to the data collection site; or by the prime contractor after consolidating and rationalizing all significant data from their subcontractors.

**(g) Report schedule.** The contractor is required to report the required information to the ASA(M&RA) data collection web site generally contemporaneous with submission of a request for payment (for example, voucher, invoice, or request for progress payment), but not less frequently than quarterly, retroactive to October 1, 1999, or the start of the contract/order, whichever is later. Deviation from this schedule requires approval of the contracting officer.

The contractor shall include a statement in their payment request that Contractor Manpower Reporting has been completed by their firm and applicable subcontractors. Government officials will verify prime contractor and subcontractor compliance with the reporting requirement. Compliance with this requirement is an integral part of the performance of this contract and will be reflected in the performance evaluation of this contract.

**(h) Reporting Flexibility.** Contractors are encouraged to communicate with the Help Desk identified at the data collection web site to resolve reporting difficulties. The web site reporting pages include a "Remarks" field to accommodate non-standard data entries if needed to facilitate simplified reporting and to minimize reporting burdens arising out of unique circumstances. Changes to facilitate reporting may be authorized by the contracting officer or the Help Desk (under HQDA policy direction and oversight). Help Desk may be contacted as follows:

**Technical Help Desk: (703) 790-5289 or e-mail to:  
contractormanpowertech@hqda.army.mil  
Functional Help Desk: e-mail to: contractormanpowertech@hqda.army.mil**

[End of Statement]