

2. AMENDMENT/MODIFICATION NO. 0003	3. EFFECTIVE DATE 07/15/03	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6) CODE	
US ARMY ENGINEER DISTRICT, HONOLULU CORPS OF ENGINEERS, BUILDING S-200 FORT SHAFTER, HAWAII 96858-5440 CONTRACT SPECIALIST: JODY MURAOKA			

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(X)	9A. AMENDMENT OF SOLICITATION NO. DACA83-03-R-0010
	X	9B. DATED (SEE ITEM 11) 06/19/03
		10A. MODIFICATION OF CONTRACT/ORDER NO
		10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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.

Offer 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 ACKNOWLEDGEMENT 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.

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) 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 (such as changes in paying office, appropriation date, etc). 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 (Specify type of modification and authority)

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.)
 Multiple Award Task Order Contract (MATOC) for Design-Build Construction Services and Design-Bid-Build Construction Services, Various Locations, 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 (Type or print)	16A. NAME AND TITLE OF SIGNER (Type or print)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
BY _____ <i>(Signature of person authorized to sign)</i>	BY _____ <i>(Signature of Contracting Officer)</i>

1. **CHANGES TO THE SOLICITATION.** Attached hereto are new and revised pages to the solicitation. The revision mark "(Am-0003)" is shown on each page.

a. REVISED PROVISIONS/CLAUSES/PAGES. Following are revised pages to the solicitation. Changes are indicated in **bold** print. Although the entire sections are being re-issued under Am-0003, only the following pages/paragraphs/provisions/clauses changed in these sections.

Section 00010

Page 00010-4 (Note number 4)

b. NEW PAGES. The following pages are added to the solicitation.

Section 00900

Pages A.8 through A.10

2. The proposal due date of July 25, 2003, 2:00 P.M., Hawaiian Standard Time, remains unchanged.

Request for Proposals No. DACA83-03-R-0010

Section 00010
PROPOSAL SCHEDULE

Multiple Award Task Order Contract (MATOC) for Design-Build Construction Services and Design-Bid-Build Construction Services, Various Locations, Hawaii

1. Workmen's Compensation Insurance Rates:

Classification Code	Rate	Expiration Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

2. Performance and Payment Bond Calculation Schedule:

Range	Rate
_____	_____
_____	_____
_____	_____
_____	_____

3. Home Office Overhead Rate: _____%
Fiscal accounting period: _____

4. Contract Management Costs (per year): Identify all fixed costs related to overall contract management, including Program Manager, Contractor Quality Control System Manager (CQCSM) and Contract Safety Officer. The fixed costs includes labor, labor burden, fringe benefits, travel and transportation. Calendar day (CD) rate x 365 = yearly rate.

- a. Program Manager \$_____/CD \$_____/year
- b. Contractor Quality Control System
Manager (CQCSM) \$_____/CD \$_____/year
- c. Contract Safety Officer \$_____/CD \$_____/year

5. Field Office Management Costs (per year): Identify all fixed costs related to field office management, including Project Engineer, Project

Superintendent, Quality Control Representative (QCR) and Site Safety Representative. The fixed costs includes labor, labor burden, fringe benefits, travel and transportation. CD rate x 365 = yearly rate.

- a. Project Engineer \$_____/CD \$_____/year
- b. Project Superintendent \$_____/CD \$_____/year
- c. Quality Control Representative (QCR) \$_____/CD \$_____/year
- d. Site Safety Representative \$_____/CD \$_____/year

NOTES:

1. The Offeror is committed to the qualifications of the key positions accepted by the Government and identified in the contract or the contractor's proposal for the contract. The Offeror shall obtain the Contracting Officer's written consent before making any substitution for these key positions. Any request for substitution shall be in writing, shall allow 30 days for a response, and shall include the following: 1) the reason for the proposed substitution; and 2) documentation demonstrating that the substitute possesses the qualifications of the key position that the substitute will replace. Any associated cost or time loss resulting from this substitution process shall be the responsibility of the Offeror and shall not be a basis for any claim.

2. The Offeror agrees that the rates and costs included in Section 00010 shall be used in the pricing of all task orders and modifications issued for the life of the contract, subject to the following: Documentation of current rates shall be submitted for rates subject to expiration dates. Home office overhead shall be recomputed at the end of each fiscal accounting period.

3. ITMRA PROCUREMENT AUTHORITY. This action is not being conducted under the Information Technology Management Reform Act (ITMRA) of 1996. However, any task orders and modifications requiring Information Technology (IT) resources will be conducted in accordance with the ITMRA.

4. A-E DESIGN SERVICES. The Government does not intend to procure A-E design services with this contract. **Any architectural, engineering, or surveying work necessary to the completion of a task order will be part of the construction services performed.**

5. MEASUREMENT AND PAYMENT. Compensation for all work to be performed under this contract will be made under the payment item(s) listed in the task order. Price(s) and payment(s) for the item(s) listed in the task order shall cover all work, complete and finished in accordance with the specifications, schedules, and drawings, and shall be full compensation for all work in connection therewith, including quality control and cost of performance and payment bond premiums as specified in the CONTRACT CLAUSES. Price(s) and payment(s) shall constitute full and final compensation for furnishing all materials, equipment, management, supervision, labor, transportation, fuel, power, water, and all incidental items necessary to complete the work, except as otherwise specified to be furnished by the Government. For the purpose of

the CONTRACT CLAUSE entitled "PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS", the term "designated billing office" and "designated payment office" are as follows:

a. Billing Office:

US Army Engineer District, Honolulu
Fort Shafter Resident Office or Schofield Barracks Resident Office
Bldg. 230
Fort Shafter, HI 96858-5440

b. Payment Office:

USACE Finance Center
ATTN: CEFC-FP
5722 Integrity Drive
Millington, TN 38054-5005

6. PROGRESS PAYMENTS. A separate monthly progress payment request may be required for each individual task order. All payment requests shall be submitted in accordance with Section 00700, clause 52.232-5.

Q36. As an 8(a) Guam Based Contractor, could we get a favorable rating in terms of evaluation standard for past experience with sufficient number of relevant projects contracted by Department of Defense but with no projects constructed in Hawaii?

A36. Please refer to Section 00120, paragraph 2.4.2.1.

Q37. Could we provide you with contract performance evaluation/awards issued by Federal Contracting Officers/Owners which we have available in lieu of being completed in your format?

A37. No, please adhere to Section 00120, paragraph 2.4.3.

Q38. Could we include Design-Build projects currently under construction (not completed yet) in 10 relevant Design-Bid-Build Projects on Section 00120 PARA 2.4.2 FACTOR I, PAST EXPERIENCE? If not, could we include that in Section 00120 PARA 2.4.1 Relevant Projects provided over \$500K?

A38. No, on-going projects will not be considered as Past Experience by the Government, per Section 00120, paragraph 2.4.2. The relevant projects must be projects completed between June 1996 and June 2003.

Q39. Standard Form 1442, showed Bid Guarantee requirement, however, there is no specific projects to be bid. Is the offer guarantee showed in Section 0010-10 PARA S-28-3, 20% of \$3,000,000.00 required for this bid?

A39. Please refer to Am-0002 which amends Section 00100, S-28.3, Penal Sum and Form of Offer Guarantee to reflect an amount for the offer guarantee.

Q40. Can a large business submit a sole proposal under the full and open competition and also submit a proposal as a minority partner in a joint venture with an 8a firm under the 8a competition?

A40. Please refer to Am-0002, Sections 00120 and 00130, paragraph 1.4.

Q41. If a large business can submit a sole proposal (no JV) under the full and open competition and also submit a proposal as a minority partner in a joint venture with an 8a firm under the 8a competition and both proposals are selected, could an award be made to both business entities?

A41. Please refer to Am-0001, Sections 00120 and 00130, paragraph 1.4.

A42. Bid bond limit - 20% or \$3 mil whichever is less (page 00100-10)
Since the contract will be based on task order awards, please advise what the 20% is based upon (minimum/maximum guarantee, etc). Or, do we assume that the bid penalty is \$3mil?

A42. Am-0002 amended Section 00100, S-28,3, Penal Sum and Form of Offer Guarantee to reflect an amount for the offer guarantee.

Q43. Performance and payment bonds (page 00700-60)
Will the performance/payment bonds be required at the time the contract is awarded or only when a task order is awarded? If required at CONTRACT award, what is the required bond amount?

A43. After the contract is awarded, payment and performance bonds in the amount of the specified minimum quantity for the base period is required. The exact amount is dependent on the number of contracts awarded.

Q44. Maximum contract \$250 mil; no maximum for base/option years (page 00100-11)

Please confirm this amount is the maximum for FIVE years (and not base year, etc).
Please confirm this is the COMBINED total to be awarded to all contractors.

A44. The maximum dollar value that the Government will order under all of the contracts awarded will be \$250,000,000.00. See Section 00800, S-36.36, Minimum/Maximum Value (Multiple Award) (Oct 2002) and Section 01000, Paragraph 3.1 b.

Q45. Guaranteed contract minimum (page 00100-11)

How do you determine the value of 2% of average amount per period divided by number of contracts, or, for option period 1% of average amount per period divided by number of contracts?

A45. See Section 00800, S-36.36, Minimum/Maximum Value (Multiple Award) (Oct 2002).

Q46. In Section 120, paragraph 2.4.4 (Page 00120-8 [Am-0001]), the paragraph states, "All personnel hired by the offeror for this contract will be required to meet the minimum qualifications identified in the contract and in the contractor's proposal for the contract." We have been trying to locate the minimum qualifications identified in the solicitation (contract), but we have not been able to find it. Could you clarify?

A46. Am-0002 amended Section 00120, paragraph 2.4.4.

Q47. If a contractor submits a proposal as a Joint Venture, where one of the JV Partners is an 8a firm, can the proposal be submitted under section 00120 or would it be required to be submitted under section 00130?

A47. Please refer to Am-0002, Sections 00120 and 00130, paragraph 1.4.

Q48. The relevant project criteria under section 00120, paragraph 2.4.1 is defined as projects valued "above \$500K". The relevant criteria under section 00130 paragraph 2.4.1 is defined as projects "above \$7M". Per solicitation clause 52.219-1, the small business size for the solicitation is \$28.5M, hence the emerging small business size for this solicitation would be \$14.25M or less. Your outstanding evaluation requirement of 10 projects greater than \$7M in a five year period equates to a requirement of \$14M per year for 5 years in design build projects alone. This requirement effectively eliminates emerging small business from the competition. This appears to be in conflict with FAR 19.201.6. Is it anticipated that all work awarded under this solicitation will be under \$500K or over \$7M?

A48. In Am-0002, the number of relevant projects for an outstanding rating in Sections 00120 and 00130 have been reduced from 10 to 7 and the duration in which offeror's can provide relative projects has been expanded from 5 years to 7 years. Please note that Section 00130 is for full and open offerors. We cannot find FAR 19.201.6. However, FAR 19.201(a) indicates:

"a) It is the policy of the Government to provide maximum practicable opportunities in its acquisitions to small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. Such concerns must also have the maximum practicable opportunity to participate as subcontractors in the contracts awarded by any executive agency, consistent with efficient contract performance. The Small Business Administration (SBA) counsels and assists small business concerns and assists contracting personnel to ensure that a fair proportion of contracts for supplies and services is placed with small business."

As such, FAR 52.219-8 is included in Section 00700.

Task orders for projects set aside for 8(a) firms could typically range from \$250,000 to \$7,000,000. Task orders for other than 8(a) set asides could range from \$250,000 to

\$80,000,000. Task orders for other than 8(a) set asides will include projects in the \$250,000 to \$7,000,000 range only when the conditions in paragraph d. of S-25 in Section 00800 applies.

Q49. Under Sections 00120 and 00130, paragraph 2.4.2.1, Evaluation Criteria, all criteria refers to design build projects, even though the definition of relevant projects in paragraph 2.4.1 is simply general construction projects. How will general construction projects that are not design build be considered? How will they impact the rating?

A49. Sections 00120 and 00130, paragraph 2.4.2.1 refers to both design-bid-build and design-build projects. Please refer to Am-0002 for further clarification.

Q50. Based on the solicitation it appears that all work issued under this contract will be design build. Section 00010 paragraph 4 states that design will be incidental to the construction services. Please provide information on the level of design effort that will be required to be provided by the contractor under this contract. If design services will be provided by the contractor, how will design costs be evaluated/negotiated?

A50. See Am-0003 for the changes to Note 4 of Section 00010. All engineering requirements will be identified for each design-build and design-bid-build task order.

Q51. Under Factor III Management Plan you request information regarding how projects are managed and the qualifications of the personnel that will be assigned. The section does not request staffing levels or require the offeror to demonstrate size of staff as related to projects size and complexity. Price is evaluated on a set level of personnel, how will the contractors' staff size (number and type of personnel) be determined for specific projects issued under this contract?

A51. The Government does not know the size or number of task orders that will be issued to each contractor. Task orders of varying size and complexity will be issued under this contract and will be competed amongst the awardees pursuant to Section 00800, S-25, Award of Task Orders under Multiple Award Contracts. Other than the minimum qualifications identified in areas such as Section 01454 of the solicitation, the Government is allowing offerors the ability to create their optimal management structure. Also, rather than dictating the staffing levels required as related to project size and complexity, the Government is allowing offerors the ability to identify their most effective staffing levels to successfully manage the contract. Price must be considered accordingly.

Q52. We are requesting that the bid date be reconsidered and extended to allow a fair and reasonable response to the bid. We are asking that 30 days be added to the date of the modification that extends the bid date.

A52. The Government has reviewed and considered your request, but will maintain the proposal due date on July 25, 2003.