

2. AMENDMENT/MODIFICATION NO. <b>0004</b>	3. EFFECTIVE DATE <b>2/1/01</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 Attn: CEPOH-CT-C Building 230 Fort Shafter, Hawaii 96858-5440</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>DACA83-01-R-0001</b>
	(X)	9B. DATED <i>(SEE ITEM 11)</i> <b>11/1/00</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 MCA PN 46902, Whole Barracks Renewal, Phase 2A, Schofield Barracks, Oahu, Hawaii**

See attached 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. Attached hereto are revised and new pages to Sections 00010, 00100, 00600, 00700, 0800, and 00900. The revision mark "(AM-0004)" is shown on each page.

A. REVISED PAGES. The following are revised pages to the solicitation. Changes are indicated in bold.

Table of Contents: Section 00900, Miscellaneous Attachments is added

Section 00010: SF 1442 and page 5  
SF 1442 - Blocks 11 and 13 are revised  
Page 5 - Paragraph a. Item No. 1 is revised

Section 00100: Pages 1-21, Appendix B  
Title of Section 00100 revised to "Instructions to Offerors"  
S-3, Pre-Award Information is deleted  
"Cost Breakdown of Price Proposal" is revised to "Price Breakdown of Proposal Schedule"  
Evaluation Factors For Award paragraphs 2.1.1.2.2, 2.1.1.2.3.1, 4.1.1.1.11, 4.1.2.1.3, 4.2.1.1.4 and 4.2.2.1.4 are revised  
52.215-16, Facilities Capital Cost of Money (Oct 1997) is added  
Appendix B "Cost Breakdown" is revised to "Price Breakdown"

Section 00600: Pages 1-11  
52.209-5, Certification Regarding Debarment, Suspension, Proposed Debarment, and other Responsibility Matters (Jan 2001) is revised  
52.219-1, Small Business Program Representations (Oct 2000)-- Alternate I (Oct 2000) Alternate II (Oct 2000) is revised  
S-28.5, Identification of Bid Guarantee is deleted

Section 00700: Pages 2-4, 6, 21, 25, 51, 70, 97-98, 101, 109, Appendix B  
52.211-10, Commencement, Prosecution, and Completion of Work (Apr 1984) is revised  
52.215-17, Waiver of Facilities Capital Cost of Money (Oct 1997) is deleted  
252.222-7000, Restriction on Employment of Personnel (Mar 2000) is deleted  
52.229-5, Taxes-Contracts Performed in U.S. Possessions or Puerto Rico (Apr 1984) is deleted  
52.246-21 Warranty of Construction (Mar 1994) is revised  
Note is added to 252.247-7024, Notification of Transportation of Supplies by Sea (Mar 2000)  
S-28.10, Offeror Guarantee (Apr 1984) is revised  
52.219-4, Notice of Price Evaluation Preference for Hubzone Small Business Concerns (Jan 1999) is added  
List of Drawings, Building BN-1, BK-1, SCB-1, RSC, BN-2, BK-2 is revised

Section 00800: Pages 1-14

S-36.26, Year 2000 Compliance-Construction Contracts (Aug 1998) is deleted

S-28.8, Performance and Payment Bonds (Oct 1995) is revised  
Asbestos Prohibition & Certification (Sep 2000) is added

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

Section 00600: Page 12

Section 00700: Page 110

Section 00800: Pages 15-17

Section 00900:

Table of Contents is added

Attachment A.1, Questions and Answers for DACA83-01-R-0001 is added, 14 pages

Attachment A.2, Transcript of Pre-Proposal Conference held January 10, 2001 is added, 23 pages

C. DELETED PAGES. The following pages are deleted from the solicitation.

Section 00800: Appendix B - Examples of Embedded Systems

2. CHANGES TO SPECIFICATIONS. Attached hereto are new and revised pages and sections to the specifications. The revision mark "(Am-0004)" is shown on each page.

A. REVISED PARAGRAPHS. The following are revised paragraphs to the specifications. Changes are indicated in bold. The following are new, revised, and deleted paragraphs to the specification.

Section 01430 para 1.3.e, 3.1.4

Section 01455 para 3.9

Section 01900 para 1.1, 1.3

Section 02811 para 1.1

Section 02922 para 2.1.2

Section 03300 para 2.12, 2.13, 3.1.3

Section 09650 para 2.13.a, 3.3

Section 09680 para 2.8.a, 3.2

Section 12320 para 2.3

Section 15400 para 2.3.5, 2.7, 2.10, 3.9.1, 3.9.2, 3.9.3, 3.9.5, 3.9.6, 3.9.7, 3.9.8

Section 16263 para 2.3.4

B. NEW PAGES. The following section is added to the specification:

Section 01312

AM-0004  
RFP No. DACA83-01-R-0001  
Item 14 (Continued)

Standard Form 30  
Page 4 of 4 Pages

C. DELETED PAGES. The following section is deleted from the specifications:

Section 13202

3. The hour and date specified for receipt of Offers is extended. Offers are due March 8, 2001, 2:00 p.m. (Hawaii Standard Time).

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Solicitation No. DACA83-01-R-0001, FY00 MCA PN 46902, Whole Barracks Renewal, Phase 2A, Schofield Barracks, Oahu, Hawaii

Section 00010	SF 1442, Proposal Schedule
Section 00100	Instructions, Conditions, and Notices to Bidders
Section 00600	Representations and Certifications
Section 00700	Contract Clauses
Section 00800	Special Contract Requirements
<b>Section 00900</b>	<b>Miscellaneous Attachments</b>

Division 1 - General Requirements

Division 2-16 - Technical Requirements

Notes to Offerors:

1. This is an unrestricted procurement.
2. See Section 00700, DFARS Clause 52.204-7004, Required Central Contractor Registration (CCR) regarding registration in the CCR database. Lack of registration in the CCR database will make an offeror ineligible for award.
3. See Section 00100, Provision 52.236-27 I for information regarding the site visit and Provision S-36.4 for information regarding the preproposal conference.
4. See Section 00100, Evaluation Factors for Award for proposal submission requirements.

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. DACA83-01-R-0001	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 11/1/00	PAGE OF PAGES 1
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**IMPORTANT** - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
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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, Hawaii 96858-5440  (Deliver hand-carried proposals to Building 200, Fort Shafter, Hawaii)
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9. FOR INFORMATION CALL  A. NAME Lynn Arakaki	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (808)438-8564
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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 no., date):

FY00 MCA PN 46902, Whole Barracks Renewal, Phase 2A, Schofield Barracks, Oahu, Hawaii

11. The Contractor shall begin performance within 7 calendar days and complete it within 1078 calendar days after receiving  
 award,  notice to proceed. This performance period is  mandatory,  negotiable. /See clause 52.211-10 .

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <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 and 2 copies to perform the work required are due at the place specified in Item 8 by 2:00 pm HST (hour) local time 3/8/01 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes 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 reference.
  - D. Offers providing less than 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

## MEASUREMENTS AND PAYMENT(S)

Compensation for all work to be performed under this contract will be made under the payment item(s) listed herein. The principal features of the work to be included under the payment item(s) are noted. Work required by the drawings and specifications and not particularly mentioned shall be included in and be paid for under the contract price for the item to which the work pertains. Price(s) and payment(s) for the item(s) 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 CONTRACT CLAUSE entitled "PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS", the term "designated billing office" and "designated payment office" are as follows:

## a. Billing Office

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

## b. Payment Office

U.S. Army Engineer Division, Pacific Ocean  
Attn.: Accounts Payable Branch (CEPOH-RM-FA), Bldg. 230  
Fort Shafter, HI 96858-5440

Item numbers mentioned herein after correspond to the item numbers in the PROPOSAL SCHEDULE.

a. Item No. 1, Whole Barracks Renewal, will be paid for at the contract price, complete in place and ready for use, including site preparation, building, water lines, sanitary-sewer system, storm-drainage system, pavement, concrete sidewalks, curbs, and gutters, **establishment of turf**, mechanical work, electrical work, testing, final connections, cleanup, and all incidental items necessary to complete the work.

## b. Item No. 2, Concrete Moisture Vapor Treatment

(1) Measurement for payment will be to the nearest square foot of concrete moisture vapor treatment acceptably installed.

(2) Payment for concrete moisture vapor treatment acceptably installed will be made at the applicable contract price per square foot, including testing, cleanup, and all incidental items necessary to complete the work.

- End of Section -

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52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)
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**52.215-16 FACILITIES CAPITAL COST OF MONEY (OCT 1997)**

Appendix A - Sample Small Business Subcontracting Plan

Appendix B - **Price Breakdown**

## **SECTION 00100 Instructions to Offerors**

### CLAUSES INCORPORATED BY FULL TEXT

#### 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 99)

(a) Contractor identification is essential for complying with statutory contract reporting requirements. Therefore, the offeror is requested to enter, in the block with its name and address on the Standard Form 33 or similar document, the annotation "DUNS" followed by the DUNS number which identifies the offeror's name and address exactly as stated in the offer.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@dnb.com](mailto:globalinfo@dnb.com).  
(End of provision)

#### 252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 199)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

- (1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;
- (2) Complete section A and forward the form to DLIS; and
- (3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.  
(End of provision)

52.211-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (DEC 1999)

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained--

(a) From the ASSIST database via the Internet at <http://assist.daps.mil>; or

(b) By submitting a request to the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of provision)

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be \_\_\_\_\_ DX rated order;  X  DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. [Contracting Officer check appropriate box.]

(End of clause)

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (FEB 2000)

(a) Definitions. As used in this provision--

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing or written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods

(e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) The Government may disclose the following information in postaward debriefings to other offerors:
- (i) The overall evaluated cost or price and technical rating of the successful offeror;
  - (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
  - (iii) A summary of the rationale for award; and
  - (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (End of provision)

#### 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed price contract resulting from this solicitation.  
(End of clause)

52.219-24 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--TARGETS  
(OCT 2000)

(a) This solicitation contains a source selection factor or subfactor related to the participation of small disadvantaged business (SDB) concerns in the contract. Credit under that evaluation factor or subfactor is not available to an SDB concern that qualifies for a price evaluation adjustment under the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, unless the SDB concern specifically waives the price evaluation adjustment.

(b) In order to receive credit under the source selection factor or subfactor, the offeror must provide, with its offer, targets, expressed as dollars and percentages of total contract value, for SDB participation in any of the North American Industry Classification System (NAICS Industry Subsectors as determined by the Department of Commerce. The targets may provide for participation by a prime contractor, joint venture partner, teaming arrangement member, or subcontractor; however, the targets for subcontractors must be listed separately.  
(End of provision)

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL  
EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
69.1%	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Schofield Barracks, Oahu, Hawaii.

#### 52.225-12 NOTICE OF BUY AMERICAN ACT REQUIREMENT-- CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (FEB 2000)

(a) Definitions. Construction material, designated country construction material, domestic construction material, foreign construction material, and NAFTA country construction material, as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act-- Balance of Payments Program--Construction Materials under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b) Requests for determination of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act or Balance of Payments Program should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act or Balance of Payments Program before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act or Balance of Payments Program, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers. (1) When an offer includes foreign construction material, other than designated country or NAFTA country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic, designated country, or NAFTA country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with

paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic, designated country, or NAFTA country construction material, and the offeror shall be required to furnish such domestic, designated country, or NAFTA country construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.  
(End of provision)

#### 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

U.S. Army Engineer District, Honolulu  
Corps of Engineers, Bldg 230  
ATTN: Directorate of Contracting, CEPOH-CT  
Fort Shafter, HI 96858-5440

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.  
(End of provision)

#### 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) – ALTERNATE I (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been scheduled for January 10, 2001, 9:00 a.m. Identify facilities that you would like access to; arrangements will be made to accommodate your request as much as possible. Please furnish your request by December 4, 2000 to the address in S-36.4, Pre-Proposal Conference.

(c) Participants will meet at Quad K, Building 860, Schofield Barracks, Hawaii.

#### 52.236-28 PREPARATION OF PROPOSALS--CONSTRUCTION (OCT 1997)

(a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including--

- (1) Lump sum price;
- (2) Alternate prices;
- (3) Units of construction; or
- (4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words "no proposal" in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.  
(End of provision)

#### S-36.4 PRE-PROPOSAL CONFERENCE (JUL 1995)

a. A pre-proposal conference will be conducted by the Government on January 10, 2001 starting at 1:00 p.m. at Building 230, Room 322, Fort Shafter, Hawaii. All planholders (prime contractors, subcontractors, and suppliers) are urged to attend this conference. Planholders who plan to attend should notify the Government of the number of attendees by January 2, 2001. Notification can be made as follows:

- (1) Facsimile: (808) 438-8588  
Point of Contact: Lynn Arakaki
- (2) Mail: U.S. Army Engineer District, Honolulu  
Corps of Engineers, Bldg 230  
ATTN: CEPOH-CT-C (Lynn Arakaki)  
Fort Shafter, Hawaii 96858-5440

b. Any questions planholders may have concerning the project, plans, or specifications should be submitted in writing, on letterhead stationery, sufficiently in advance of the conference, to permit preparation of answers, which will be provided at the conference. The questions should be faxed as soon as possible, and followed by an original through mail. Use the facsimile number and address shown in paragraph a. above. During the conference, written, signed questions will be accepted, and will be answered during the conference if time permits.

c. Questions raised by planholders and answers provided by the Government, will be furnished to all planholders. However, any answer, clarification, or explanation given at the conference will not qualify or change the terms of the request for proposal (including the plans and specifications). Unless the request for proposal is amended in writing, it will remain unchanged. If an amendment to the request for proposal is issued as a result of the conference, normal procedures relating to issuance and acknowledgement of receipt will apply.

d. All costs incurred to attend and participate in the pre-proposal conference and any site visits (see paragraph e. below) will be at the expense of the planholder. This includes, but is not limited to, the cost of transportation, per diem, and hotel accommodations.

e. Refer to provision entitled SITE VISIT (CONSTRUCTION) in Section 00100 for information on the pre-proposal site visit.

[End of Statement]

S-36.2 MAGNITUDE OF THE PROPOSED PROJECT [FAR 36.204]

(a) Physical Characteristics:

Work will consist of the construction of two multi-story barracks for 400 soldiers (approximately 130,000 sf), a soldiers community building (approximately 17,000 sf), six company operations buildings (approximately 96,000 sf), two battalion headquarters buildings (approximately 31,000 sf), remote switching building (approximately 1,000 sf), dining facility for 1,300 soldiers, training building (approximately 13,000 sf), central chill/hot water plant, roads, parking, utilities, landscaping and associated appurtenances.

(b) Estimated Price Range: The estimated price range of this work is between \$25,000,000.00 and \$100,000,000.00.

[End of Statement]

S-3 PRE-AWARD INFORMATION

~~Each bidder or offeror shall, upon request of the contracting officer, furnish information on whether he is now or ever has been engaged in any work similar to that covered by the specifications herein, the dollar value thereof, the year in which such work was performed, and the manner of its execution, and giving such other information as will tend to show the bidder's or offeror's ability to prosecute the required work. The 'such other information' referred to above shall include but is not limited to the following:~~

~~a. The name and address of the office or firm under which such similar work was performed.~~

~~b. A list of key personnel available for the instant project and their qualifications.~~

~~c. A copy of bidder's or offeror's last three (3) financial statements, including the names of banks or other financial institutions with which the bidder or offeror conducts business. If the latest financial statement is more than 60 days old, a certificate should be attached stating that the financial condition is substantially the same, or if not the same, the changes that have taken place. Such statement will be treated as confidential.~~

~~d. A list of present commitments, including the dollar value thereof, and name of office under which the work is being performed.~~

~~\_\_\_\_\_ [End of Statement]~~

S-28.3 PENAL SUM AND FORM OF OFFER GUARANTEE

(Applicable to offers exceeding \$100,000)

Each offeror shall submit with its offer a separate offer guarantee using Standard Form 24, Bid Bond, with good and sufficient surety or sureties acceptable to the Government, or other security as provided in the clause entitled OFFER GUARANTEE in the CONTRACT CLAUSES section. This security shall be in the form of twenty percent (20%) of the offered price or three million dollars (\$3,000,000), whichever is less. The penal sum of the bond may be expressed in terms of a percentage of the offered price or may be expressed in dollars and cents.

Failure to submit a offer guarantee by the time and date set for receipt of proposals may be cause for rejection of a proposal, except as provided in provision 52.215-1, Instructions to Offerors-- Competitive Acquisition.

[End of Statement]

S-2 ASBESTOS ABATEMENT (AUG 1996)

Asbestos abatement is part of the scope of work for the proposed contract. Refer to paragraphs entitled, "ASBESTOS --- (OCCUPATIONAL HEALTH AND ENVIRONMENTAL)" in Section 00800 and applicable sections of the technical specifications and drawings. The Contractor shall inform responsible representatives of their insurer(s)/surety(ies) that asbestos abatement is required for the proposed contract.

[End of Statement]

S-19.3 SMALL DISADVANTAGED BUSINESS GOAL FOR SMALL BUSINESS SUBCONTRACTING PLAN

When a small business subcontracting plan is required by FAR clause entitled, "SMALL BUSINESS SUBCONTRACTING PLAN", the minimum goal that will be accepted for subcontracting with Small Disadvantaged Business is five percent (5%).

[End of Statement]

S-19.1 APPROVAL OF SUBCONTRACTING PLAN

If the Contract Clause in this solicitation entitled "Small Business Subcontracting Plan" or its Alternate I or II applies, no award will be made until the subcontracting plan under the stated clause is approved. See sample Small Business Subcontracting Plan at Appendix A.

[End of Statement]

**PRICE BREAKDOWN OF PROPOSAL SCHEDULE**

**An original and a copy of the offeror's price breakdown in the format as set forth in Appendix B of this section shall be submitted with the offeror's proposal schedule.**

EVALUATION FACTORS FOR AWARD

I. GENERAL:

1.1 Cost of Preparing Proposals: The Government will not reimburse any Offeror its costs incurred in submitting an offer in response to this solicitation.

1.2 Inquires: Address all inquiries regarding this Request for Proposals to:

U.S. Army Engineer District, Honolulu  
Attn: Ms. Lynn Arakaki (CEPOH-CT-C)  
Building S-200  
Fort Shafter, Hawaii 96858-5440  
Phone No. (808) 438-8564  
Fax No. (808) 438-8588  
E-Mail: lynn.arakaki@usace.army.mil

1.3 Proposal submission and sequence of evaluation:

1.3.1 The Government will evaluate offers in accordance with the NON-PRICE EVALUATION FACTORS (the technical proposal) and the offeror's price, as set forth in this Provision.

1.3.2 During proposal evaluation, the NON-PRICE EVALUATION FACTORS will be point scored by a Source Evaluation Board (SEB).

1.3.3 The Offeror's price proposal will not be point scored, but will be evaluated, separately from the offeror's technical proposal. The Government shall compare the competing prices proposed by all the offerors, together with the Government's Estimate, to establish price reasonableness. Cost analysis will not likely be performed under this solicitation, however, the offerors' cost breakdown will be evaluated. Each offer's price proposal will be considered approximately equally weighted to the offeror's technical proposal.

1.3.4 Upon completion of separate evaluation of all technical and price proposals, the SEB will then evaluate each Offeror's technical and price proposal together, determining the relative strengths, deficiencies, significant weaknesses and risks that each total proposal presents to the Government. The Government will make award to the Offeror whose proposal represents the best value to the government, considering both price and non-price factors. In its evaluation of all the offers, the Government will weight price and technical offers approximately equally, but may give greater consideration to technical factors when price offers tend to be equal and may give greater consideration to price when technical offers tend to be equal.

1.3.5 Upon completion of evaluation of all proposals and their ranking, the Contracting Officer will, in accordance with the provisions of this solicitation and applicable acquisition regulations, proceed to award without discussions. Offerors are advised that the Government intends to award without discussions. However, if discussions are determined to be necessary, the Contracting Officer will establish a competitive range and conduct discussions with those Offerors within the competitive range. Upon conclusion of discussions, if necessary, the Contracting Officer will request final proposal revisions from the Offerors remaining in the competitive range and may, upon receipt of final proposal revisions, proceed to award a contract without further discussions or notice.

## 2. PROPOSAL SUBMISSION REQUIREMENTS

### 2.1 General Requirements for Proposals:

#### 2.1.1 Submission requirements for proposals.

##### 2.1.1.1 Technical Proposals:

Submit one (1) original proposal and four (4) copies, in the format for Technical Proposals as set forth in this Provision.

##### 2.1.1.2 Price Proposals:

2.1.1.2.1 Complete and submit one (1) original and two (2) copies of Section 00010, the Price Proposal Schedule, which is found in this solicitation.

**2.1.1.2.2 Submit one (1) original and one (1) copy of the Offeror's Price Breakdown in the format as set forth in Appendix B to Section 00100. Indicate on the Price Breakdown whether or not Facilities Capital Cost of Money is included in the contractor's costs of performing the work. Proposals that state that Facilities Capital Cost of Money is not included in the contractor's costs of performing the work<sup>3/4</sup> or proposals that don't state anything at all about Facilities Capital Cost of Money<sup>3/4</sup> will be deemed to have waived Facilities Capital Cost of Money.**

2.1.1.2.3 Submit with the Price Proposal:

**2.1.1.2.3.1 One (1) original and two (2) copies of the Offeror's completed Standard Form (SF) 1442, using a printed copy of the SF 1442 that has been issued under this solicitation;**

2.1.1.2.3.2 One (1) copy (certified as a true copy) of the Offeror's executed joint venture agreement (if the Offeror is a joint venture);

2.1.1.2.3.3 One (1) copy of the Offeror's completed Section 00600, Representations and Certifications, using a printed copy of Section 00600 that has been issued under this solicitation; and

2.1.1.2.3.4 One (1) copy of the Offeror's completed (if applicable) SF LLL, Disclosure of Lobbying Activities, using a printed copy of the SF LLL which is found in Appendix A to Section 00600.

2.1.1.2.3.5 One (1) copy of the Offeror's Small Business Subcontracting Plan if the Offeror is a large business concern. A sample plan can be found in Appendix A to Section 00100.

## 2.2 Format Requirements for Proposals:

2.2.1 Any information, presented with a proposal that an Offeror wants to have safeguarded from disclosure to other parties must be identified and labeled in accordance with the requirements of Provision "52.215-1, Instructions to Offerors—Competitive Acquisition (Feb 2000)," subparagraph (e), which is found in Section 00100 of this solicitation. The Government will endeavor to honor the restrictions against release requested by Offerors, to the extent permitted under United States law and regulations.

2.2.2 Prepare proposals in the English language.

2.2.3 Type or print all information presented in the proposal, to the extent possible. Use clear, simple English letters and numbers. Laser printer-quality printing is adequate for the proposals. Elaborate calligraphy is not desired. Do not use size printing or typing less than 10 pitch (United States). Use black characters on white paper as much as possible. Color should be used for clarity, not for purposes of decoration. Do not use colors that do not reproduce legibly using standard office or commercial facsimile or copying machines. Prepare technical proposals on standard (United States), letter-sized (8.5 x 11 inches) or substantially similar international/metric-sized pages. Use only one side of the page. Use non-glossy paper of good weight and quality. Expensive or elaborate paper stock is not desired.

2.2.4 Submit proposal packages to the US Army Corps of Engineers ("the Government") as shown in Block 8 of Standard Form 1442.

2.2.5 Proposals received by the Government after the date and time set for receipt of proposals will be handled in accordance with the requirements of Provision "52.215-1, Instructions to Offerors—Competitive Acquisition (Feb 2000)," subparagraph (c), found in Section 00100.

## 2.3 Specific Requirements for Technical Proposals:

2.3.1 Submit technical proposals in a narrative format, organized and titled so that each section of the proposal follows the order and format of the factors and subfactors set forth below in paragraph 4. "Technical Evaluation Factors and Submission Requirements."

2.3.2 Information presented in the technical proposal should be sufficiently detailed in order to clearly describe how the technical proposal addresses the technical proposal evaluation factors. Professional looking and well organized (as opposed to poorly prepared and haphazardly organized) proposals will likely be considered to reflect more favorably on the capabilities of the Offeror; however, it is not the Government's intent to require elaborate "magazine-style" proposals. It is not necessary, nor desired, that Offerors prepare elaborate or lengthy proposals.

2.3.3 There is no limit to the size of technical proposals, or the amount of information that may be submitted to the Government. However, information should be concisely presented, to the extent possible. Information presented should be organized so as to pertain to only the evaluation factor or subfactor in which section the information is presented. Information pertaining to more than one evaluation factor or subfactor should be repeated for each factor or subfactor.

2.3.4 The proposal must set forth full, accurate, and complete information as required by this solicitation. The Government will rely on such information in the award of a contract. By submission of an offer, the Offeror agrees that all items in its proposal (key managerial and technical home office and on-site personnel, subcontractors, targets for utilization of eligible SDB concerns, etc.) will be used throughout the duration of the contract and any substitutions of items will require prior approval by the Contracting Officer.

3. TOTAL POINTS AVAILABLE UNDER ALL EVALUATION FACTORS

3.1 Total number of eligible points under all evaluation factors: 1000.

3.2 Break-down of eligible points under individual evaluation factors:

<u>Evaluation Factor</u> <u>Subfactor</u>	<u>Total Eligible Points</u>
(1) - Past Performance/Experience	(600 Total)
(1)(a) - Offeror's past performance history in completing projects of similar scope, dollar value, and complexity during the past 5 years.	400
(1)(b) - Offeror's experience in completing projects of similar scope, dollar value, and complexity in the past 5 years.	200
(2) – Personnel experience, qualifications and organization.	(300 Total)
(2)(a) - Experience and qualifications of the Offeror's proposed key managerial and technical home office and on-site personnel to be used for the project that demonstrate the Offeror's ability to provide quality work within the project completion period, for the price offered.	200
(2)(b) – The Offeror's proposed home office and on-site organization structure to be	100

used under the contract that demonstrates the Offeror's ability to provide quality work within the contract completion period, for the price offered.

(3) - Small Business Program.	(100 Total)
(3)(a) - Extent of proposed participation of Small Businesses, Small Disadvantaged Business, Veteran-owned Small Business, HUBZone Small Business, Women-Owned Small Business concerns and Historically Black Colleges or Universities/Minority Institutions in the performance of the contract.	20
(3)(b) - Extent of participation of those proposed Small Businesses, Small Disadvantaged Business, Veteran-owned Small Business, HUBZone Small Businesses, Women-Owned Small Business concerns and Historically Black Colleges or Universities/Minority Institutions —listed under evaluation criteria 3(a) above —in terms of the value of the total acquisition.	20
3(c) - Extent of participation of eligible Small Disadvantaged Business concerns, in the performance of the contract.	60
3(c)(1) - Targets for utilization of eligible SDB concerns, expressed as dollars and percentages of total contract value in each of the applicable authorized SIC Major Groups.	20
3(c)(2) - SDB participation by the contractor, including joint venture partners and team members.	20
3(c)(3) - Proposed eligible SDB concern participation by subcontractors.	20

**4. TECHNICAL EVALUATION FACTORS AND SUBMISSION REQUIREMENTS**

4.1 Evaluation Factor (1) - Past Performance/Experience

4.1.1 Subfactor (1)(a) - Offeror's past performance history in completing projects of similar scope, dollar value, and complexity during the past 5 years.

4.1.1.1 Submission Requirements for Evaluation Subfactor (1)(a) – Provide the following for each applicable project (including projects with the Federal, State, and Municipal Governments and private industry):

4.1.1.1.1 Contract Number, Project Description and Location,

Telephone Number, 4.1.1.1.2 Contracting Officer/Owner's Point of Contact,

4.1.1.1.3 Original Contract Amount,

4.1.1.1.4 Final Contract Amount,

4.1.1.1.5 Final Completion Date (as established by contract modifications),

4.1.1.1.6 Actual Completion Date (date work accepted by Government or customer),

4.1.1.1.7 Estimated Percentage of Actual Construction Work that the Prime Contractor and its employees performed on the project,

4.1.1.1.8 Interim or Final Performance evaluation (if customer was the Federal Government, submit Standard Form 1420),

4.1.1.1.9. Letters of Appreciation/Commendation and Awards. Letters or other communications generated specifically for purposes of this solicitation may not be given as much weight as evaluations and other communications that are generated in the ordinary course of business.

4.1.1.1.10 Offerors that report an adverse or unfavorable interim or final performance evaluation should attach a narrative that explains, rebuts or describes lessons learned from the adverse or unfavorable evaluation.

**4.1.1.1.11 If the Offeror proposes to subcontract part of the work, provide the same information as required above for Offeror's proposed subcontractors. This applies to any subcontractor which the offeror expects to perform more than 20 percent of the work under the contract, in terms of the relation of the subcontractor's price of doing the work compared to the offeror's overall cost of doing the work. Regardless of the percentage of the work they may undertake, the evaluation factor also applies to any electrical, mechanical, roofing or masonry subcontractor.**

4.1.1.1.12 For each completed project which the Offeror identifies as an example of past performance, describe the completed project's past performance relevance to the current, proposed project in terms of the Offeror's proposed use of the same key management personnel and subcontractors (including the proposed use of the same key personnel for subcontractors and the use of any same lower tier subcontractors).

4.1.1.2 The information provided by the Offeror will provide the major portion of the information used in the Government's evaluation for past performance. The Government may use other sources to assess past performance information such as the Construction Contractor Appraisal Support System (CCASS) and inquiries with previous customers/owners.

4.1.2 Subfactor (1)(b) - Offeror's experience in completing projects of similar scope, dollar value, and complexity in the past 5 years.

4.1.2.1 Submission Requirements for Evaluation Subfactor (1)(b) -

4.1.2.1.1 Describe projects of similar scope, dollar value, and complexity, on-going or completed within the past 5 years.

4.1.2.1.2 State why or how the Offeror's experience with the described projects is relevant to the Offeror's expectation of successful completion of this project.

**4.1.2.1.3 If the Offeror proposes to subcontract part of the work, provide the same information as required above for the proposed subcontractors. This applies to any subcontractor which the offeror expects to perform more than 20 percent of the work under the contract, in terms of the relation of the subcontractor's price of doing the work compared to the offeror's overall cost of doing the work. Regardless of the percentage of the work they may undertake, the evaluation factor also applies to any electrical, mechanical, roofing or masonry subcontractor.**

4.2 Evaluation Factor (2) – Personnel experience, qualifications and organization.

4.2.1 Subfactor (2)(a) - Experience and qualifications of the Offeror's proposed key managerial and technical home office and on-site personnel to be used for the project that demonstrate the Offeror's ability to provide quality work within the project completion period, for the price offered.

4.2.1.1 Submission Requirements for Evaluation Subfactor (2)(a) –

4.2.1.1.1 Identify the key managerial and technical home office and on-site personnel who will be assigned to work under the contract.

4.2.1.1.2 For each person so identified, provide a resume or other information that describes his or her qualifications for the job(s) that the person will be performing, including any special skills or experiences deemed worthy of note.

4.2.1.1.3 Describe each person's familiarity with U.S. Government construction procedures, including Contractor Quality Control (CQC) procedures, if applicable to the position the person is to hold within Offeror's organization.

**4.2.1.1.4 For all named, proposed subcontractors in Offeror's proposal, provide the same information as required in the preceding paragraphs for the subcontractors' proposed key managerial and technical home office and on-site personnel. This applies to any subcontractor which the offeror expects to perform more than 20 percent of the work under the contract, in terms of the relation of the subcontractor's price of doing the work compared to the offeror's overall cost of doing the work. Regardless of the percentage of the work they may undertake, the evaluation factor also applies to any electrical, mechanical, roofing or masonry subcontractor.**

4.2.2 Subfactor (2)(b) – The Offeror's proposed home office and on-site organization structure to be used under the contract that demonstrates the Offeror's ability to provide quality work within the contract completion period, for the price offered.

4.2.2.1 Submission Requirements for Evaluation Subfactor (2)(b) –

4.2.2.1.1 Describe the Offeror's proposed home office and job site organization.

4.2.2.1.2 Describe how the Offeror intends to monitor and control timeliness, quality and safety of the work at the job site, including the work of the subcontractors.

4.2.2.1.3 Incorporate into the description an organizational chart for home office and on-site managerial and technical staff, tying in the identities of the key managerial and technical personnel that are described in Subfactor (2)(a).

**4.2.2.1.4. For all named, proposed subcontractors in Offeror's proposal, provide the same information as required in the preceding paragraphs for the subcontractors' proposed home office and on-site organization structure. This applies to any subcontractor which the offeror expects to perform more than 20 percent of the work under the contract, in terms of the relation of the subcontractor's price of doing the work compared to the offeror's overall cost of doing the work. Regardless of the percentage of the work they may undertake, the evaluation factor also applies to any electrical, mechanical, roofing or masonry subcontractor.**

4.3 Evaluation Factor (3) - Small Business Program.

4.3.1 Subfactor (3)(a) - Extent of proposed participation of Small Businesses, Small Disadvantaged Business, Veteran-owned Small Business, HUBZone Small Business, Women-Owned Small Business concerns and Historically Black Colleges or Universities/Minority Institutions in the performance of the contract.

4.3.1.1 Submission Requirements for Evaluation Subfactor (3)(a) -

4.3.1.1.1 Provide a list of names, addresses and telephone numbers of Small Businesses, Small Disadvantaged Businesses, Veteran-owned Small Businesses, HUBZone Small Businesses, Women-Owned Small Businesses and Historically Black Colleges or Universities/Minority Institutions which the Offeror proposes to use as a joint venture, teaming arrangement, or subcontractor if awarded a contract under this solicitation.

Note: Incorporate the list of proposed subcontractors under paragraph 4.3.1.1.1 into the Offeror's Small Business Subcontracting Plan, which is required under Clause 52.219-9 Small Business Subcontracting Plan (Oct 2000), Alternate II (Oct 2000).

4.3.1.1.2 Identify for each named proposed Small Business, Small Disadvantaged Business, Veteran-owned Small Business, HUBZone Small Business, Women-Owned Small Business, or Historically Black College or University/Minority Institution, whether the named party is a joint venture partner with the Offeror, has a teaming arrangement with the Offeror, or is a subcontractor of the Offeror.

4.3.2 Subfactor (3)(b) - Extent of participation of those proposed Small Businesses, Small Disadvantaged Business, Veteran-owned Small Business, HUBZone Small Businesses, Women-Owned Small Business concerns and Historically Black Colleges or Universities/Minority Institutions—listed under evaluation criteria 3(a) (paragraph 4.3.1.1.1)—in terms of the value of the total acquisition.

4.3.2.1 Submission Requirements for Evaluation Subfactor (3)(b) -

4.3.2.1.1 For each proposed Small Businesses, Small Disadvantaged Business, Veteran-owned Small Business, HUBZone Small Business, Women-Owned Small Business concern or Historically Black College or Universities/Minority Institution, provide:

4.3.2.1.2 The total estimated dollar amount of each proposed concern's joint venture or teaming arrangement share of contract proceeds or amount of the proposed concern's subcontract.

4.3.2.1.3 The estimated percentage (expressed as a percentage of the overall proposed contract price) of the value of all proposed joint ventures, teaming arrangements or subcontracts with Small Businesses, Small Disadvantaged Businesses,

Veteran-owned Small Businesses, HUBZone Small Businesses, Women-Owned Small Business concerns or Historically Black Colleges or Universities/Minority Institutions.

4.3.3 Subfactor (3)(c) - Extent of participation of Eligible Small Disadvantaged Business concerns, in the performance of the contract.

Note: "Eligible Small Disadvantaged Business concerns" shall be those Small Disadvantaged Business concerns within industries identified in the Standard Industrial Classification (SIC) Major Groups, as determined by the Department of Commerce, in 64 FR 52806, September 30, 1999.

4.3.3.1. Subfactor (3)(c)(1) - Targets for utilization of Eligible Small Disadvantaged Business concerns, expressed as dollars and percentages of total contract value in each of the applicable authorized SIC Major Groups.

4.3.3.1.1 Submission Requirements for Evaluation Subfactor (3)(c)(1) - A narrative statement, containing proposed targets, expressed as dollars and percentages of Offeror's proposed total contract price for each applicable authorized SIC Major Group, proposed for use under the contract. Identify any Eligible Small Disadvantaged Business concern proposed for subcontracting under the project.

4.3.3.2 Subfactor (3)(c)(2) - Small Disadvantaged Business participation by the contractor, including joint venture partners and team members.

4.3.3.2.1 Submission Requirements for Evaluation Subfactor (3)(c)(2) - Submit a narrative statement identifying—if applicable—the Offeror's status as an Eligible Small Disadvantaged Business concern, or as a joint venture partnership or teaming arrangement containing Eligible Small Disadvantaged Business concerns. Identify all proposed joint venture partners or team members which are Eligible Small Disadvantaged Business concerns.

4.3.3.3 Subfactor (3)(c)(3) - Proposed Eligible Small Disadvantaged Business concern participation by subcontractors.

4.3.3.3.1 Submission Requirements for Evaluation Subfactor (3)(c)(3) - Submit a narrative statement identifying (if applicable) proposed Eligible Small Disadvantaged Business concerns with whom the Offeror intends to subcontract.

## **52.215-16 FACILITIES CAPITAL COST OF MONEY (OCT 1997)**

**(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in subparagraph 31.205-10(a)(2) of the Federal Acquisition Regulation are met. One of the allowability criteria requires the prospective contractor to propose facilities capital cost of money in its offer.**

**(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.  
(End of provision)**

**APPENDIX B**

**Price Breakdown**

for

Solicitation No. DACA83-01-R-0001  
FY00 MCA PN 46902, Whole Barracks Renewal  
Phase 2A, Schofield Barracks, Oahu, Hawaii

I. Provide an amount for each of the following buildings including all work within five feet of each building:

MS-1 \_\_\_\_\_

COF-2 \_\_\_\_\_

COF-3 \_\_\_\_\_

COF-4 \_\_\_\_\_

COF-5 \_\_\_\_\_

COF-6 \_\_\_\_\_

COF-7 \_\_\_\_\_

DN-1 \_\_\_\_\_

RSC \_\_\_\_\_

SCB-1 \_\_\_\_\_

BN-1 \_\_\_\_\_

BN-2 \_\_\_\_\_

BK-1 \_\_\_\_\_

BK-2 \_\_\_\_\_

CP-1 \_\_\_\_\_

II. Demolition of existing buildings including disposal  
of all waste and debris from these buildings. \_\_\_\_\_

III. Site and Utilities \_\_\_\_\_

Total \_\_\_\_\_

(Note: This amount should be the same as the  
total on the proposal schedule)

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SECTION 00600 Representations & Certifications

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contradictory to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as an agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

\_\_\_\_\_ (insert full name of person(s)  
in the offeror's organization responsible for determining the prices offered in this bid or proposal,  
and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.  
(End of provision)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

\_\_\_ TIN:-----

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other-----

(f) Common parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ( ) is a women-owned business concern.

(End of provision)

**52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (JAN 2001)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are [ ] are not [ ] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [ ] have not [ ], within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

(C) Are [ ] are not [ ] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

(ii)(A) The offeror, aside from the offenses enumerated in paragraphs (a)(1)(i)(A), (B), and (C) of this provision, has [ ] has not [ ] within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws--

(1) Been convicted of a Federal or state felony (or has any Federal or state felony indictments currently pending against them); or

(2) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

(3) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and

(iii) The Offeror has [ ] has not [ ], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

**THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.**

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not

necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm

if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

#### 252.209-7003 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (MAR 1998)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 37 U.S.C. 4212(d) (i.e., the VETS-100 report required by Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has submitted the most recent report required by 38 U.S.C. 4212(d).

#### 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS. (OCT 2000)--ALTERNATE I (OCT 2000) ALTERNATE II (OCT 2000)

**(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 233320, Commercial and Institutional Building Construction.**

(2) The small business size standard is \$27.5 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.* (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(5) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.]* The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(6) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that -

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

\_\_\_\_\_ Black American.

\_\_\_\_\_ Hispanic American.

\_\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_\_ Individual/concern, other than one of the pre-ceding.

(c) *Definitions.* As used in this provision—

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 per-cent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans. "Women-owned small business concern" means a small business concern—

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.* (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.  
(End of provision)

#### 52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (OCT 2000)

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

(b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] The Offeror [ ] is, [ ] is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees    Avg. Annual Gross Revenues

\_\_\_ 50 or fewer    \_\_\_ \$1 million or less

\_\_\_ 51 - 100        \_\_\_ \$1,000,001 - \$2 million

\_\_\_ 101 - 250      \_\_\_ \$2,000,001 - \$3.5 million

\_\_\_ 251 - 500      \_\_\_ \$3,500,001 - \$5 million

\_\_\_ 501 - 750      \_\_\_ \$5,000,001 - \$10 million

\_\_\_ 751 - 1,000    \_\_\_ \$10,000,001 - \$17 million

\_\_\_ Over 1,000    \_\_\_ Over \$17 million

(End of provision)

#### 52.222-22    PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a)  It has,  has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b)  It has,  has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

#### 52.223-4    RECOVERED MATERIAL CERTIFICATION (OCT 1997)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

#### 52.223-13    CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

(i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

(v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

\_\_\_\_ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

S-7 IDENTIFICATION OF PARTNERS

(Applicable where the offeror has identified itself as a partnership or joint venture.)

The full names of all partners are listed below:

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[End of Statement]

~~S-28.5 IDENTIFICATION OF BID GUARANTEE~~

~~(Applicable if bid/offer exceeds \$100,000)~~

~~A bid guarantee, consisting of \_\_\_\_\_, in the amount of \_\_\_\_\_ is enclosed with this offer.~~

~~(SPECIFY THE TYPE AND THE AMOUNT OF THE BID GUARANTEE SUBMITTED.)~~

~~[End of Statement]~~

52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)

52.211-18 VARIATION IN ESTIMATED QUANTITY (APR 1984)

52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUN 1999)

52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--  
MODIFICATIONS (OCT 1997)

52.215-13 SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

52.215-15 PENSION ADJUSTMENTS & ASSET REVERSIONS (DEC 1998)

~~52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)~~

52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS  
(PRB) OTHER THAN PENSIONS (OCT 1997)

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER  
THAN COST OR PRICING DATA - MODIFICATIONS (OCT 1997)

252.215-7000 PRICING ADJUSTMENT (DEC 1991)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)

52.219-9 II SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2000) - ALTERNATE II (OCT  
2000)

52.219-16 LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)

52.219-25 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM -  
DISADVANTAGED STATUS & - REPORTING (OCT 1999)

252.219-7003 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS  
SUBCONTRACTING PLAN (DOD CONTRACTS) (APR 1996)

52.222-3 CONVICT LABOR (AUG 1996)

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT --OVERTIME  
COMPENSATION (SEP 2000)

52.222-6 DAVIS-BACON ACT (FEB 1995)

52.222-7 WITHHOLDING OF FUNDS (FEB 1988)

52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988)

52.222-9 APPRENTICES AND TRAINEES (FEB 1988)

52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)

52.222-11 SUBCONTRACTS (LABOR STANDARDS) (FEB 1988)

52.222-12 CONTRACT TERMINATION--DEBARMENT (FEB 1988)

- 52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)
- 52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)
- 52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)
- 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
- 52.222-26 EQUAL OPPORTUNITY (FEB 1999)
- 52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)
- 52.222-35 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)
- 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
- 52.222-37 EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999)
- ~~252.222-7000 RESTRICTIONS ON EMPLOYMENT OF PERSONNEL (MAR 2000)~~
- 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)
- 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (APR 1998)
- 52.223-6 DRUG-FREE WORKPLACE (JAN 1997)
- 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA DESIGNATED PRODUCTS (AUG 2000) ALTERNATE I (AUG 2000)
- 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)
- 252.223-7001 HAZARD WARNING LABELS (DEC 1991)
- 252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)
- 252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)
- 52.225-11 BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM -- CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (FEB 2000)
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUL 2000)
- 52.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)
- 52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUN 2000)
- 52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

- 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
- 52.227-4 PATENT INDEMNITY--CONSTRUCTION CONTRACTS (APR 1984)
- 252.227-7033 RIGHTS IN SHOP DRAWINGS (APR 1966)
- 52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)
- 52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
- 52.228-11 PLEDGES OF ASSETS (FEB 1992)
- 52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)
- 52.228-15 PERFORMANCE AND PAYMENT BONDS - CONSTRUCTION (JUL 2000)
- 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)
- ~~52.229-5 TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (APR 1984)~~
- 252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)
- 52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 1997)
- 52.232-17 INTEREST (JUN 1996)
- 52.232-23 I ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984)
- 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JUN 1997)
- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER -- CENTRAL CONTRACTOR REGISTRATION (MAY 1999)
- 52.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (AUG 1993)
- 52.233-1 DISPUTES (DEC 1998)
- 52.233-3 PROTEST AFTER AWARD (AUG 1996)
- 52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)
- 52.236-2 DIFFERING SITE CONDITIONS (APR 1984)
- 52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)
- 52.236-4 PHYSICAL DATA (APR 1984)
- 52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)
- 52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
- 52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)
- 52.236-8 OTHER CONTRACTS (APR 1984)

S-28.10 OFFER GUARANTEE (APR 1984)

**52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL  
BUSINESS CONCERNS (JAN 1999)**

Appendix A - State of Hawaii General Decision Number HI000001  
Appendix B - List of Drawings

contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs.

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

**The Contractor shall be required to (a) commence work under this contract within seven (7) calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 1078 calendar days after the date the Contractor receives the notice to proceed.** The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$1,310.00 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

52.211-13 TIME EXTENSIONS (SEP 2000)

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

(End of clause)

52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)

This is a rated order certified for national defense use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700).

(End of clause)

52.211-18 VARIATION IN ESTIMATED QUANTITY (APR 1984)

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgement of the Contracting Officer, is justified.

subcontract or subcontract modification.

The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4 on the date of agreement on price or the date of award, whichever is later.

#### 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (DEC 1998)

(a) The Contractor shall promptly notify the Contracting Officer in writing when it determines that it will terminate a defined-benefit pension plan or otherwise recapture such pension fund assets.

(b) For segment closings, pension plan terminations, or curtailment of benefits, the adjustment amount shall be the amount measured, assigned, and allocated in accordance with 48 CFR 9904.413-50(c)(12) for contracts and subcontracts that are subject to Cost Accounting Standards (CAS) Board rules and regulations (48 CFR Chapter 99). For contracts and subcontracts that are not subject to CAS, the adjustment amount shall be the amount measured, assigned, and allocated in accordance with 48 CFR 9904.413-50(c)(12), except the numerator of the fraction at 48 CFR 9904.413-50(c)(12)(vi) shall be the sum of the pension plan costs allocated to all non-CAS-covered contracts and subcontracts that are subject to Federal Acquisition Regulation (FAR) Subpart 31.2 or for which cost or pricing data were submitted.

(c) For all other situations where assets revert to the Contractor, or such assets are constructively received by it for any reason, the Contractor shall, at the Government's option, make a refund or give a credit to the Government for its equitable share of the gross amount withdrawn. The Government's equitable share shall reflect the Government's participation in pension costs through those contracts for which cost or pricing data were submitted or that are subject to FAR Subpart 31.2.

(d) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(g).  
(End of clause)

#### ~~52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)~~

~~The Contractor did not include facilities capital cost of money as a proposed cost of this contract. Therefore, it is an unallowable cost under this contract.~~

#### 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (OCT 1997)

The Contractor shall promptly notify the Contracting Officer in writing when it determines that it will terminate or reduce a PRB plan. If PRB fund assets revert, or inure, to the Contractor or are constructively received by it under a plan termination or otherwise, the Contractor shall make a refund or give a credit to the Government for its equitable share as required by FAR 31.205-6(o)(6). The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirements of FAR 15.408(j).  
(End of clause)

#### 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to

~~252.222-7000 RESTRICTIONS ON EMPLOYMENT OF PERSONNEL (MAR 2000)~~

~~(a) The Contractor shall employ, for the purpose of performing that portion of the contract work in the State of Hawaii, individuals who are residents thereof and who, in the case of any craft or trade, possess or would be able to acquire promptly the necessary skills to perform the contract.~~

~~(b) The Contractor shall insert the substance of this clause, including this paragraph (b), in each subcontract awarded under this contract.  
(End of clause)~~

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert "None")	Identification No.
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(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are

"All applicable Federal, State, and local taxes and duties," as used in this clause, means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"After-imposed Federal tax," as used in this clause, means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-relieved Federal tax," as used in this clause, means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

(b) The contract price includes all applicable Federal, State, and local taxes and duties.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(End of clause)

~~52.229-5 TAXES CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (APR 1984)~~

~~The term "local taxes," as used in the Federal, State, and local taxes clause of this contract, includes taxes imposed by a possession of the United States or by Puerto Rico.~~

~~(End of clause)~~

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

When the allowability of costs under this contract is determined in accordance with part 31 of the Federal Acquisition Regulation (FAR), allowability shall also be determined in accordance with part 231 of the Defense FAR Supplement, in effect on the date of this contract.

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

#### 52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)

**(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.**

**(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.**

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of--

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished.

**(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.**

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

(3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.  
(End of clause)

#### 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

(a) Definitions. As used in this clause --

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL	_____	_____

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) The Contractor shall include this clause, including this paragraph (h), in all subcontractors under this contract that--

(1) Exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation; and

(2) Are for a type of supplies described in paragraph (b)(3) of this clause.

(End of clause)

252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

**(Note: This clause is applicable only if the offeror made a negative response to the inquiry in the provision at 252.247-7022, Representation of Extent of Transportation by Sea)**

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor --

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause; including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties--

(1) In all subcontracts under this contract, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that--

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(c) If the successful offeror, upon acceptance of its offer by the Government within the period specified for acceptance, fails to execute all contractual documents or give a bond(s) as required by the solicitation within the time specified, the Contracting Officer may terminate the contract for default.

~~(d) Unless otherwise specified in the offer, the offeror will~~

~~\_\_\_\_\_ (1) allow 60 days for acceptance of its offer and~~

~~\_\_\_\_\_ (2) provide bond(s) within 14 days after receipt of the forms by the offeror.~~

(e) In the event that the contract is terminated for default, the offeror is liable for any cost of acquiring the work that exceeds the amount of its offer, and the offer guarantee is available to offset the difference.

(End of clause)

#### **52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)**

**(a) Definition.** HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

**(b) Evaluation preference.** (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

**(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;**

**(ii) Otherwise successful offers from small business concerns;**

**(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and**

**(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.**

**(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.**

**(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer.**

**These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.**

**(c) Waiver of evaluation preference.** A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

**\_\_\_ Offeror elects to waive the evaluation preference.**

**(d) Agreement.** A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

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**(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;**

**(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;**

**(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or**

**(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.**

**(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.**

**(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts. (End of clause)**

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SECTION 00800 Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

S-8 UTILITY OUTAGES

Utility outages shall be as hereinafter specified, unless otherwise indicated or specified. Interruptions to existing utilities shall be held to a minimum. Outages to facilitate connections to existing systems shall be scheduled to take place during periods of minimum demand. The Contractor shall submit a planned schedule of outages to the Contracting Officer for proper coordination with existing facilities, and shall notify the Contracting Officer in writing not less than 45 days in advance of the intended interruptions. Planned schedule of outages shall include specific dates, times, and anticipated duration of proposed outages. In the event the proposed outages interfere with station operations, the Contracting Officer will consider or offer alternate dates and/or times. Outages may be permitted during off-peak hours, hours of darkness, weekends, and holidays, at no additional cost to the Government. Work shall be planned to minimize outages. No utility outage will be permitted until the Contractor receives written approval from the Contracting Officer.

[End of Statement]

S-36.8 GROUND-FAULT CIRCUIT INTERRUPTERS

Ground-fault circuit interrupters for all 125-volt single phase 15- and 20-ampere receptacle outlets which are not part of the permanent wiring of the building or structure shall be provided by the Contractor in accordance with Section 305-6 of the 1999 National Electrical Code.

[End of Statement]

S-36.7 IDENTIFICATION OF EMPLOYEES

The Contractor shall be responsible for furnishing to each employee and for requiring each employee engaged on the work to display such identification as may be approved and directed by the Contracting Officer. All prescribed identification shall immediately be delivered to the Contracting Officer for cancellation upon the release of any employee. When required by the Contracting Officer, the Contractor shall obtain and submit fingerprints of all persons employed or to be employed on the project.

[End of Statement]

S-36.6 CERTIFICATES OF COMPLIANCE

Any certificates required for demonstrating proof of compliance of materials with specification requirements shall be executed in five (5) copies. Each certificate shall be signed by an official authorized to certify in behalf of the manufacturing company and shall contain the name and address of the Contractor, the project name and location, and the quantity and date or dates of shipment or delivery to which the certificates apply. Copies of laboratory test reports submitted with certificates shall contain the name and address of the testing laboratory and the date or dates of the tests to which the report applies. Certification shall not be construed as relieving the Contractor from furnishing satisfactory material, if after tests are performed on selected samples, the material is found not to meet the specific requirements.

[End of Statement]

S-36.5 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

1. This provision specifies the procedure for determination of time extensions for unusually severe weather in accordance with the contract clause entitled DEFAULT (FIXED-PRICE CONSTRUCTION). In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

a. The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

b. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

2. The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY  
WORK DAYS BASED ON 5 DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
4	5	6	4	3	3	3	4	3	5	4	7

3. Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the contract, the Contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled work day. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph 2, above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the contract clause entitled DEFAULT (FIXED-PRICE CONSTRUCTION). [ER 415-1-15, 31 Oct 89]

~~S-36.26 YEAR 2000 COMPLIANCE - CONSTRUCTION CONTRACTS (AUG 1998)~~

~~1. Definitions:~~

~~(a) "Information technology" means any equipment, or interconnected system(s) or subsystem(s) of equipment, that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the agency. The term "information technology" includes hardware (e.g., computers, microprocessors, ancillary equipment), software, firmware, and related resources.~~

~~(b) "Embedded system" means any device, equipment or system that includes information technology (i.e., microprocessor chip) as an integral part of the operation of the equipment. "Embedded system" is also referred to as "microprocessor-based equipment". Examples of "embedded system" include, but are not limited to, HVAC system, energy control system, fire detection and control system, utility monitoring and control systems, intrusion detection system, emergency generators, uninterruptable power supplies, telecommunications switches, leak detection systems, automated sprinkler system, etc. Refer to Appendix, entitled "Examples of~~

~~Embedded Systems" at the back of Section 00800, Special Contract Requirements, for additional examples.~~

~~(c) "Year 2000 compliant" means information technology accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, Year 2000 compliant information technology when used in combination with other information technology shall accurately process date/time data if the other information technology properly exchanges date/time data with it.~~

~~2. In accordance with FAR 39.106, the contractor shall ensure that with respect to any design, construction, supplies, or services, as well as any subsequent task/delivery orders issued under this contract (if applicable), all information technology contained therein, including information technology in embedded systems, shall be Year 2000 compliant. Specifically, the contractor shall:~~

~~a. Perform, maintain, and provide an inventory of all major components to include structures, equipment, items, parts, and furnishing under this contract and each task/delivery order which may be affected by the Year 2000 compliance requirement.~~

~~b. Indicate whether each component is currently Year 2000 compliant or requires an upgrade for compliance prior to government acceptance.~~

~~c. Additional content of the inventory and submittal information is provided in Section 01600, YEAR 2000 COMPLIANCE.~~

~~\_\_\_\_\_ [End of Statement]~~

#### S-36.22 NOTICE OF PARTNERING

The Government intends to encourage the foundation of a cohesive partnering arrangement with the contractor and its subcontractors. This partnering arrangement will be structured to draw on the strengths of each organization to identify and achieve reciprocal goals. The objectives are effective and efficient contract performance intended to achieve completion within budget, on schedule, and in accordance with contract plans and specifications. This partnering arrangement will be bilateral in membership. To implement this partnering initiative, it is anticipated that within 60-days of Notice to Proceed, the contractor and Government management teams to include on-site and off-site management will attend a one (1) day partnering development seminar/team building workshop. Any costs associated with the partnering workshop, excluding salaries, travel, lodging, and food for Government personnel, shall be borne by the contractor. The facilitator for the workshop shall be an objective and neutral third party participant, skilled in team building and group dynamics, who has no vested interest in the decisions reached by the group. Up to ten (10) Government personnel will attend this workshop. The partnering workshop will be held in Hawaii.

[End of Statement]

#### S-36.21 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)

(a) The Government shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the Government or, where the utility is produced by the Government, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

(b) The Contractor, at its expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the Government, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

(c) Schedule of utilities available from the Government without charge: Water and Electricity  
[End of Statement]

#### S-36.20 PERFORMANCE OF WORK BY THE CONTRACTOR - DEFINED (NOV 1998)

(a) "Work," means physical work activities, involving any of the trades required to directly place the construction required by the contract. It also includes physical activities that directly support the work, such as: (1) warehousing; (2) maintenance of equipment; (3) procurement and transportation of supplies or construction materials to the site for use by the contractor; (4) procuring, transporting and providing equipment for use by the contractor; (5) logistical activities that directly support the contractor's employees; and (6) similar activities. The meaning of the term does not include: (1) physical work performed by subcontractors; (2) procurement and transportation of supplies or construction materials to the site for use by subcontractors; (3) procuring, transporting and providing equipment for use by subcontractors; logistical activities undertaken by subcontractors for the benefit of contractor or subcontractor employees; (4) superintendence, quality control, clerical or similar activities; or (5) other activities of a similar nature.

Work will be quantified in terms of its monetary cost to the contractor, and will be compared to the total direct costs that the contractor incurs in performing the contract.

(b) "On the site" means the area within the construction limits depicted or described in the contract drawings or specifications. Activities such as transportation, maintenance and logistics that take place outside of the construction limits depicted or described are still "on the site," if in direct support of activities within the construction limits.

(c) "The contractor's own organization" means those individuals who are employed and paid by the contractor, whether full or part time. If a joint venture or partnership, members (and their paid employees) of the joint venture or partners are considered part of "the contractor's own organization." If a corporation, wholly-owned subsidiary elements of the corporation and their paid employees, are considered part of "the contractor's own organization." Any individual who is employed or paid, even on an occasional basis by an entity other than the contractor (such as a subcontractor), or any subcontractor or supplier to the contractor, is not considered part of "the contractor's own organization."

[End of Statement]

#### S-36.19 PROGRESS CHARTS

If the Government revises the work to be accomplished by issuing a Notice to Proceed with a change to the contract which would affect the order of work or duration of time for completing the work, the progress chart prepared by the Contractor pursuant to the Contract Clause entitled 'SCHEDULE FOR CONSTRUCTION CONTRACTS' shall be revised promptly by the Contractor by adding to, deleting, or rescheduling the affected features to indicate the Contractor's current plans for completing the work as revised. The cost for this revision of the schedule is a part of the cost of the change. Revisions to the progress charts shall be made no later than the next regular progress updating following notice to proceed with the change, whether or not the formal modification to the contract has been issued. If the Contractor fails or refuses to incorporate the changed work in the progress chart, the Contracting Officer may furnish revisions which the

Contractor shall include and use in the progress chart until the modification is settled or until actual dates supersede the estimated data. If the Contractor objects to the changes furnished by the Contracting Officer, it shall submit such objections in writing along with a counterplan within 20 days after the date suggested revisions were furnished by the Contracting Officer. Failure to submit objections and counterplan within the 20 days will be deemed to indicate the Contractor's concurrence in the Contracting Officer's suggested revisions. The schedule into which these revisions have been incorporated shall become the current schedule for continued evaluation of progress and the document which will be used to evaluate impact on the Contractor's work for time extensions.

[End of Statement]

#### S-36.18 ACCIDENT PREVENTION PLAN (DEC 1998)

Within 15 days after receipt of Notice of Award of the contract, and at least 7 days prior to the preconstruction conference, four copies of the Accident Prevention Program shall be submitted to the Contracting Officer for review and acceptance. The program shall consist of the following forms and documents:

(a) An executed POD Form 248-R Rev (1 Jun 98), Accident Prevention Program, Administrative Plan.

(b) An executed POD Form 184-R Rev (16 Oct 98), Activity Hazard Analysis. (At the Contracting Officer's discretion, the Contractor may submit its Activity Hazard Analysis only for the first phase of construction provided that it is accompanied by an outline of the remaining phases of construction. All remaining phases shall be submitted and accepted prior to the beginning of work in each phase.)

(c) A copy of company policy statement of accident prevention and any other guidance statements normally provided new employees.

Contractor shall not commence physical work at the site until the program has been accepted by the Contracting Officer, or his authorized representative. In developing and implementing its Accident Prevention Program, the Contractor is also responsible for reviewing Section 1 of the most current edition (Sep 1996) of US Army Corps of Engineers Safety and Health Requirements Manual, Engineer Manual 385-1-1. [See paragraph entitled, SAFETY STANDARDS, in Section 00800]

[End of Statement]

#### S-36.17 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (AUG 1999)

Whenever a contract or modification of contract price is negotiated, the Contractor's cost proposals for equipment ownership and operating expenses shall be determined in accordance with the requirements of Special Contract Requirements statement, entitled "EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE," of this solicitation. EP 1110-1-8 "Construction Equipment Ownership and Operating Expense Schedule" is available at [http://www.usace.army.mil/inet/usace-docs/eng-pamphlets/ep1110-1-8\(vol10\)/toc.htm](http://www.usace.army.mil/inet/usace-docs/eng-pamphlets/ep1110-1-8(vol10)/toc.htm) for State of Hawaii (Region 10) and at [http://www.usace.army.mil/inet/usace-docs/eng-pamphlets/ep1110-1-8\(vol12\)/toc.htm](http://www.usace.army.mil/inet/usace-docs/eng-pamphlets/ep1110-1-8(vol12)/toc.htm) for Kwajalein Island, Roi-Namur Island, and Meck Island (Area 12), including Guam, American Samoa, and Johnston Island). [FAR 31.105(d)(2)(i) and EFARS 31.105(d)(2)(i)(b)].

[End of Statement]

#### S-36.15 AGGREGATE SOURCES

(a) deleted.

(b) Concrete aggregates meeting the requirements of Section 03300 of the Technical Requirements can be produced from the approved sources listed below:

Ameron HC&D, Ltd., Kapaa Quarry, Kailua, Oahu, Hawaii  
Grace Pacific Corp., Puu Makakilo Quarry, Oahu, Hawaii  
Hawaiian Cement, Halawa Quarry, Oahu, Hawaii

(c) Concrete aggregates may be furnished from any of the above listed sources or at the option of the contractor may be furnished from any other source designated by the contractor and approved by the Contracting Officer, subject to the conditions hereinafter stated.

(d) After the award of the contract, the contractor shall designate in writing only one source or combination of sources from which he proposes to furnish aggregates. If the contractor proposes to furnish aggregates from a source or from sources not listed above he may designate only a single source or single combination of sources for aggregates. Samples for acceptance testing shall be provided as required by Section 03300 of the Technical Requirements. If a source for coarse or fine aggregate so designated by the contractor is not approved for use by the Contracting Officer, the contractor may not submit for approval other sources but shall furnish the coarse or fine aggregate, as the case may be, from an approved source listed above at no additional cost to the Government.

(e) Listing of a concrete aggregate source is not to be construed as approval of all material from the source. The right is reserved to reject materials from certain localized areas, zones, strata, or channels, when such materials are unsuitable for concrete aggregate as determined by the Contracting Officer. Materials produced from an approved source shall meet all the requirements of Section 03300 of the Technical Requirements of these specifications.

[End of Statement]

#### S-36.12 PROJECT SIGN

A project sign shall be fabricated and erected at a location designated by the Contracting Officer. The sign shall be constructed as shown on Drawing Nos. 40-21-01 and 40-21-06 copies of which are provided at the end of this section. The sign shall be erected as soon as possible and within 15 days after the date of notice to proceed. Upon completion of the project, the sign shall be removed and disposed of.

[End of Statement]

#### S-36.11 POSTERS AND NOTICES

Wage Rate, Equal Employment Opportunity, and Nondiscrimination in Employment Posters and Notices will be provided to the Contractor by the Contracting Officer. The Contractor shall mount these posters and notices, together with the wage determination decision, under weatherproof, transparent, protective covering, in one or more conspicuous places, as approved, and readily available to employees.

[End of Statement]

#### S-36.10 WARRANTY IMPLEMENTATION (MARCH 2000)

(a) The Contractor shall designate a representative within the State of Hawaii to implement the Warranty of Construction clause. The Contractor may designate himself provided he has a

permanent office in the State of Hawaii. The Contractor may designate different representatives for separate specialties of work.

(b) The name, address, telephone number of each representative, and nomenclature of warranty item shall be submitted to the Contracting Officer's representative at least 30 days prior to the contract completion date or beneficial occupancy of the work or part thereof. For the purposes of paragraph f of the warranty clause, a reasonable time shall be considered to be as follows:

(1) 21 calendar days from the receipt of a written notification of any failure, defect, or damage of such nature that the work remains functional or habitable or both, as applicable.

(2) 24 hours for failures, defects or damages which render the work nonfunctional or uninhabitable or both, as applicable. Response in this instance starts from receipt of verbal notification from an authorized Government representative. Written confirmation will follow the initial verbal request.

[End of Statement]

#### S-28.8 PERFORMANCE AND PAYMENT BONDS (OCT 1995)

(Applicable to contracts exceeding \$100,000)

**Within fourteen (14) calendar days after the date of contract award, the offeror to whom award is made shall furnish the Government with two bonds, each with good and sufficient surety or sureties acceptable to the Government; namely, a Performance Bond (Standard Form 25) and a Payment Bond (Standard Form 25-A).**

Any bonds furnished will be furnished by the Contractor to the Government prior to issuance of a Notice to Proceed by the Government. [FAR 28.102-3]

[End of Statement]

#### S-28.7 REQUIRED INSURANCE (Dec 1993)

(The following is applicable when work is performed on a government installation.)

The minimum insurance requirements, pursuant to Section 00700, Contract Clause, "INSURANCE - - WORK ON A GOVERNMENT INSTALLATION" of this contract, are:

Workers' Compensation and Employer's Liability Insurance - Minimum coverage of \$100,000.

Comprehensive General Liability Insurance - Minimum coverage of \$500,000 per occurrence.

Automobile Liability Insurance

(1) Bodily Injury: Minimum coverage of \$200,000 per person and \$500,000 per occurrence.

(2) Property Damage: Minimum coverage of \$20,000 per occurrence.

The Contractor shall insert the substance of this clause in subcontracts under this contract that require work on a Government installation. The Certificate Holder for Subcontractors' Certificates of Insurance shall be the U.S. Army Engineer District, Honolulu, Fort Shafter, Hawaii 96858-5440. [FAR 28.306 and 28.307-2]

[End of Statement]

S-23.1 Emergency Planning Community Right to Know Act (EPCRA) Extremely Hazardous Substances (EHS), CERCLA Hazardous Substances, and other OSHA Hazardous Chemicals (May 2000)

This applies to any contractor utilizing EPCRA EHS, CERCLA hazardous substances, and other OSHA hazardous chemicals in performance of any work while on any US Army Garrison, Hawaii (USAG-HI) installations. The EPCRA EHS are defined in EPA document EPA 550-B-98-017, Title III List of List, Consolidated List of Chemicals Subject to the Emergency Planning and Community Right to Know Act and Section 112(r) of the Clean Air Act Amended. Contractors are responsible for knowing which chemicals they may use or transport are contained on the list. For convenience, contractors may review a copy of the EPA document at the Directorate of Public Works (DPW) Environmental Department. To obtain a copy of the list, the document is also available at the U.S. Environmental Protection Agency (EPA) Web address <http://www.epa.gov/ceppo/p-gen.htm>. For contractors' information, the locations of these chemicals stored on USAG-HI installations are available upon request. To obtain the list of locations, forward request to the following E-mail address: [takenakc@schofield-emh1.army.mil](mailto:takenakc@schofield-emh1.army.mil). Indicate name, company, contract awarded and description of contract. A data base of locations of chemicals will then be forwarded upon review and approval of request. Contractors working on USAG-HI installations are encouraged to review this database which will provide information where potentially hazardous chemicals are stored.

(1) Reporting. All spills of substances containing EPCRA EHS and CERCLA hazardous substances, and OSHA hazardous chemicals will be immediately reported to the Directorate of Public Works (DPW) Spill Response line at 656-1111 during normal working hours. After normal working hours or weekends/holidays, all spills will be reported to the DPW Work Order Desk at 656-1275. The Contracting Officer must be notified during the first business hour immediately after. All waste developed resulting from EPCRA EHS, CERCLA hazardous substances, and other OSHA hazardous chemicals being utilized will be immediately reported to the DPW Environmental Office, phone: 656-2878 x 1022 (Mr. Akasaki).

(2) All Contractors Utilizing Substances Containing EPCRA EHS, CERCLA hazardous substances, and other OSHA hazardous chemicals will perform the following prior to contract start.

(a) Review the Installation Spill Contingency Plan, the Installation Hazardous Waste Management Plan and the 40-hour Environmental Compliance Officer Course manual available at the DPW Environmental Department or at the Directorate of Contracting. Upon review, the contractor or designated responsible employee shall sign a certification statement that they have reviewed and understand the contents of these documents.

(b) Provide a list of all EPCRA EHS, CERCLA hazardous substances, and other OSHA hazardous chemicals projected to be utilized, the estimated quantities of each and the Material Safety Data Sheets to the DPW Environmental Department and also to building 6040 East Range for material bar-codes.

(c) Provide the name, phone number, and pager number of a company spill response point of contact. The point of contact must be trained in spill response.

(d) Provide a copy of an agreement with a hazardous materials spill response company in the event of a spill.

(e) Provide copies of training certificates on environmental training and spill response training.

(f) Appoint a primary and alternate Environmental Compliance Officer in writing.

(g) Develop a notification procedure in the event of a spill to include phone numbers of response personnel, support agencies, National Response Center, State Hazard Evaluation Emergency Response Office and Civil Defense.

(3) Annual Update. On an annual basis, but not later than 1 February of each year, provide DPW Environmental Department an updated list as referenced in (2)(b) above.

(4) Contractor Caused Spills or Waste Generated of Substances Containing EPCRA EHS, CERCLA Hazardous Substances, and OSHA Hazardous Chemicals.

(a) All spills caused by the contractor will be cleaned up under supervision of the contractor and a qualified hazardous materials spill response company, at no cost to the government, in accordance with all applicable laws and regulations and to the satisfaction of the DPW Environmental Department.

(b) Accomplish all spill notifications as required by the U.S. Environmental Protection Agency and State of Hawaii to the Hazard Evaluation Emergency Response Office, Local Emergency Response Commission and National Response Center.

(c) Pay for disposal cost of all contaminated materials to include but not limited to soil, sorbent materials, disposable equipment and other materials contaminated by the spill. Ensure all disposal is in accordance with all applicable laws and regulations at authorized disposal sites.

#### S-19 SAFETY STANDARDS

The successful offeror will be required to comply with Chapter 396 of the Hawaii Occupational Safety and Health Act (OSHA) standards and Title 12 Department of Labor and Industrial Relations, Subtitle 8 Division of Occupational Safety and Health, Part 2 General Industry Standards as well as with the Corps of Engineers Manual 385-1-1, Safety and Health Requirements Manual. [Title 29, CFR, Chap 18, Part 1910 (OSHA)]  
[End of Statement]

#### S-18 ASBESTOS --- (OCCUPATIONAL HEALTH AND ENVIRONMENTAL)

(a) THE CONTRACTOR IS WARNED THAT EXPOSURE TO AIRBORNE ASBESTOS HAS BEEN ASSOCIATED WITH FOUR DISEASES: LUNG CANCER, CERTAIN GASTROINTESTINAL CANCERS, PLEURAL OR PERITONEAL MESOTHELIOMA AND ASBESTOSIS. Studies indicate there are significantly increased health dangers to persons exposed to asbestos who smoke and further, to family members and other persons who become indirectly exposed as a result of the exposed worker bringing asbestos-laden work clothing home to be laundered.

(b) The Contractor is advised that friable and/or nonfriable asbestos containing material has been identified in area(s) where contract work is to be performed. Friable asbestos containing material means any material that contains more than 1 percent asbestos by weight that hand pressure can crumble, pulverize or reduce to powder when dry. Nonfriable asbestos containing materials do not release asbestos fiber during routine handling and end-use. However, excessive fiber concentrations may be produced during uncontrolled abrading, sanding, drilling, cutting, machining, removal, demolition or other similar activities.

(c) Care must be taken to avoid releasing, or causing to be released, asbestos fibers into the atmosphere where they may be inhaled or ingested. The Occupational Safety and Health

Administration (OSHA) has set standards at 29 CFR 1910.1001, for exposure to airborne concentrations of asbestos, fibers, methods of compliance, medical surveillance, housekeeping procedures and other measures that must be taken when working with or around asbestos containing materials which release airborne asbestos fibers at concentrations in excess of those established 29 CFR 1910.1001. 29 CFR 1910.1001 has been identified as applicable to construction (29 CFR 1926.55 gases, vapors, fumes, dusts and mists). The Environmental Protection Agency (EPA) has established standards at 40 CFR 61.140-156 for the control of asbestos emissions to the environment and the handling and disposal of asbestos wastes.

(d) When contract work activities are carried out in locations where the potential exists for exposure to airborne asbestos fibers as described in paragraph (b), or where asbestos waste will be generated, the Contractor shall assure that all measures necessary to provide effective protection to persons from exposure to asbestos fibers (and prevention of contamination to property, materials, supplies, equipment and the internal and external environment) are effectively instituted.

(e) As a minimum, the Contractor shall comply with the provisions of 29 CFR 1910.1001 and 1926.55; 49 CFR 72.101, 172.200-204, 172.316, 173.1090; 40 CFR 61.140-156; and any state implementing hazardous waste under the Resources Conservation and Recovery Act (RCRA) requirements and any other applicable federal, state or local requirements.

(f) In addition to the information required in Contract Clause, ACCIDENT PREVENTION, of this contract, the Contractor's Accident Prevention Plan must also fully address the following topics, and at the Contractor's option may include additional information as applicable.

(1) Medical Surveillance: (29 CFR 1910.1001(J)).

(2) Employee training: Prior to beginning work in asbestos containing material area(s) (29 CFR 1910.1001 and 29 CFR 1910.134).

(3) Respiratory protection: (29 CFR 1910.1001 and 29 CFR 1910.134)

(4) Personal protective clothing and equipment: (29 CFR 1910.1001(d)). The use of compressed air to remove asbestos from workers' clothing is prohibited. The Contractor shall specify the type of change room, wash facilities and laundering facilities as applicable.

(5) Airborne asbestos monitoring: 29 CFR 1910.1001(f)). Specify the monitoring and analytical procedures to be used before, during, and after completion of contract work in areas where asbestos containing materials are located. All asbestos monitoring shall be conducted under the guidance of an industrial hygienist certified by the American Board of Industrial Hygiene. Samples shall be analyzed by an American Industrial Hygiene Association (AIHA) accredited laboratory proficient in the analysis of asbestos and asbestos containing materials. Turn around time from end of sampling period to review of results of analyses by Contractor shall be no longer than 72 hours.

(6) Housekeeping: (29 CFR 1910.1001(h)). Dry sweeping of contract work areas contaminated with asbestos containing material is prohibited. The Contractor shall specify methods and materials used to package asbestos containing waste and plan to control any incidental airborne release or spill of asbestos containing material.

(7) Methods of compliance: (29 CFR 1910.1001(c)). Contractor shall include procedures relating to engineering controls, local exhaust ventilation, particular tools to be used and work practices (1910.1001(c)). Specify methods, materials and equipment to be used to prevent asbestos contamination to property, materials, supplies, equipment and the internal and external environment during maintenance, renovation or other contract activities. Local Exhaust ventilation equipment including power operated tools equipped with local exhaust ventilation shall

conform with the Standard Fundamentals Governing the Design and Operation of Local Exhaust Systems ANSI Z9.2 latest revised edition. Describe the type of high-efficiency filtered (HEPA) vacuum cleaners that shall be used to vacuum asbestos containing materials. Describe methods and materials to be used to assure all asbestos containing material will be thoroughly wetted by use of a wetting agent and water before removal and that airborne asbestos dust will be kept to a minimum.

(8) Methods and materials to be used to decontaminate any property, materials, supplies, equipment and the environment if asbestos contamination results. (29 CFR 1910.1001(c)).

(9) Recordkeeping procedures. (29 CFR 1910.1001(i) and 1910.20).

(10) Specific description of packaging, marking and shipping conveyances to be used to transport asbestos containing waste from the generation point to a storage or disposal facility in compliance with Department of Transportation requirements. (49 CFR 172.101, 172.200-204, 176.316, 173.1090).

(11) Emergency procedures that would be taken if an accident of spill of asbestos containing material occurs during the transport of asbestos containing waste. (40 CFR 61.20-25).

(12) Methods and equipment used to off load and bury asbestos containing waste control airborne emissions at the burial site. (40 CFR 61.20-25).

(g) The Contractor shall complete and return to the Contracting Officer within 15 working days after the completion of all airborne asbestos monitoring conducted under this contract, a 'Summarization of Airborne Asbestos Sampling Results' form (ENG Form 4921-R, Jan 86) provided by the Government. NOTE: This completed summarization form is to be used by the US Army Corps of Engineers for statistical information purposes and does not relieve the Contractor from his recordkeeping requirements as described in 29 CFR 1910.1001(i) and 1910.20.

(h) An industrial hygiene asbestos survey was conducted in the contract work area(s) to identify the presence of asbestos containing materials as described in paragraph (b) above. The data collected is contained in the ASBESTOS SURVEY REPORT.

(i) The industrial hygiene asbestos survey described in paragraph (h) may not have identified all asbestos containing materials in the contract work area(s). When contract work area(s) appear to have asbestos containing material not identified in the ASBESTOS SURVEY REPORT, the Contractor shall conduct an asbestos survey to identify such material(s) in a manner similar to that described in the ASBESTOS SURVEY REPORT.

[End of Statement]

52.231-5000 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (MAR 1995) — EFARS

(a) This clause does not apply to terminations. See 52.249-5000, Basis for settlement of proposals and FAR Part 49.

(b) Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8,

Construction Equipment Ownership and Operating Expense Schedule, Region X. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.

(c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

(d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate.

(End of clause)

#### 52.249-5000 BASIS FOR SETTLEMENT OF PROPOSALS.

##### BASIS FOR SETTLEMENT OF PROPOSALS

"Actual costs will be used to determine equipment costs for a settlement proposal submitted on the total cost basis under FAR 49.206-2(b). In evaluating a terminations settlement proposal using the total cost basis, the following principles will be applied to determine allowable equipment costs:

(1) Actual costs for each piece of equipment, or groups of similar serial or series equipment, need not be available in the contractor's accounting records to determine total actual equipment costs.

(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)

##### ASBESTOS PROHIBITION & CERTIFICATION (SEP 2000)

a. Materials or products containing more than one percent asbestos shall not be used in this project. The Contracting Officer, at any time prior to acceptance of the work, or during the period designated for warranty of the work, if any, may reject materials and products that contain asbestos in excess of one percent, and direct the removal of such materials and products from the jobsite, at the sole expense of the contractor, and without additional time granted for

performance of the work. After completion of this contract, if asbestos (exceeding 1%) is discovered in the products or materials (excluding items permitted by the exception) installed by the contractor, the Government reserves the right to direct the Contractor to perform asbestos abatement and restoration work, as required, at the Contractors' sole cost. Asbestos abatement work (removal and disposal of asbestos-containing materials and products) shall be accomplished in accordance with currently applicable United States Government and State of Hawaii standards for such work.

"Exception: Where suitable asbestos-free (equal to or less than 1% asbestos) substitutes do not exist for a material or product, the contractor may use a material or product containing asbestos in excess of 1%, with the prior written approval of the Contracting Officer. The Contractor shall submit a written request for such substitution, accompanied by a certification from the manufacturer of the material or product that shall set forth, in specific detail, the amount of asbestos present in the material or product. When available, laboratory analysis of the material or product for asbestos content shall be included with the submittal."

b. The Government may conduct asbestos testing on suspected asbestos-containing materials and products excluding items permitted by the "Exception", and such testing will be conducted at the expense of the Government. However, wherever destructive testing is required, or a material or product must be utilized by the Government for testing, the Contractor, shall, at its own expense, repair or replace the material or product, or the item of work that has been disturbed by testing, if the test results confirm presence of asbestos exceeding 1%. In the event test results indicate 1% or less asbestos content or complete absence of asbestos, the Contractor shall restore the test site to its original condition and the cost of restoration work, as approved by the Contracting Officer, shall be borne by the Government.

c. As a minimum, the Contractor shall furnish manufacturer's certification for the items listed below, excluding items permitted by the "Exception", certifying that they are asbestos free or do not contain asbestos in excess of 1%, as applicable. However, when presence of asbestos is suspected in other products and materials used in this project, the Contractor shall be required to provide such certification for those additional items when so directed by the Contracting Officer. Asbestos certification shall be required for the items applicable to this project only.

1. Vinyl sheet/vinyl tile flooring, including accessories and adhesives
2. Insulation materials including facing
3. Gaskets for piping and duct work
4. Acoustical Tiles
5. Firestopping materials
6. Fireproofing materials

7. Special Coating, including factory applied coatings, on sheetmetal roofing and siding
8. Wallboard for all interior and exterior applications including joint compounds
9. Adhesives (other than Item 1) used in the project
10. Tape materials used in the project
11. Roofing and Siding, nonmetallic
12. Felt materials and cushion materials
13. Pre-mixed mortars, grouts, leveling compounds, fillers, and other cementitious materials
14. Caulking and sealing materials

d. All submittals shall be accompanied by a certification from the manufacturer of the material or product that the material or product is asbestos-free; or shall set forth, in specific detail, the amount of asbestos present in the material or product. Documentary evidence of laboratory analysis of the material or product for asbestos content, conducted by an independent testing laboratory accredited for asbestos analysis by either the American Industrial Hygiene Association (AIHA) or the National Voluntary Laboratory Accreditation Program (NVLAP) administered by the National Institute of Standards and Technology (NIST).

e. The Contractor shall implement asbestos awareness and require all subcontractors, vendors, and suppliers to furnish materials and products free of asbestos except where and exception is warranted. The Contractor shall require all subcontractors, vendors, and suppliers to provide manufacturers certifications and data to support the exception. The request for exception shall be provided in writing to the Contracting Officer 30 days prior to commencement of any field work related to that product for which the exception is sought for the project.

f. The Contractor shall monitor all subcontractors, vendors, and suppliers to ensure asbestos containing building materials are not used in the project except those permitted by the Exception.

g. Recording

(1) The Contractor shall annotate on the as-built drawings the location where asbestos containing building materials and products have been used. The annotation shall contain the material and quantity.

(2) Where projects are completed using no asbestos, the Contractor shall prepare and sign a Certification of Asbestos Free Facility. The certification shall contain the project name, contract number, date of certification, and Contractor's name. The certificate shall state that, to the best of Contractor's knowledge, the facility has

been completed without the use of asbestos containing building materials and products. The certification shall be signed by the company president or principal or by an individual authorized to sign for the president or principal.

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MISCELLANEOUS ATTACHMENTS

- A.1 Questions and Answers for DACA83-01-R-0001
- A.2 Transcript of Pre-Proposal Conference Held January 10, 2001

## Questions and Answers for DACA83-01-R-0001

### **Leeward Landscape, Inc., Nov16:**

Q1. Request for substitution due to lack of availability and cost savings from 12,723 S.F. Z-3 Zoysia Sod to 12,723 S.F. El Toro Zoysia Sod.

A1. The specifications will be amended to allow both types of sod.

### **Dick Pacific, Nov 22:**

Questions Q2 through Q15 are in reference to Plumbing Fixture Section 15400:

Q2. Company Operations Facilities (COF-2). P-3 Lavatory does not have dimensions. Is this to be integral bowl?

A2. Lavatory P-3 shall be oval shaped, constructed of vitreous china, and have a nominal size of 483 mm (19 inches) wide x 432 mm (17 inches) front to back.

Q3. Company Operations Facilities (COF-2). P-4 Lavatory is specified to be enameled cast iron ledge back. We cannot find any manufacturers that supply such thing. All ledge back lavatories are vitreous china.

A3. Lavatory P-4 revised to vitreous china, straight back type, with concealed arm carriers.

Q4. Company Operations Facilities (COF-3 to COF-7). P-3 Lavatory does not have dimensions. Is this to be integral bowl?

A4. Lavatory P-3 shall be oval shaped, constructed of vitreous china, and have a nominal size of 483 mm (19 inches) wide x 432 mm (17 inches) front to back.

Q5. Company Operations Facilities (COF-3 to COF-7). P-4 Lavatory is specified to be enameled cast iron ledge back. We cannot find any manufacturers that supply such thing. All ledge back lavatories are vitreous china.

A5. Lavatory P-4 revised to vitreous china, straight back type, with concealed arm carriers.

Q6. Soldier Community Building (SCB-1). P-3 Kitchen Sink handle specified as single lever type conflicts with plan schedule sheet MC-26 as two handle.

A6. Provide two handle faucet with lever type handles.

Q7. Soldier Community Building (SCB-1). P-4 Service sink specified to be corner, floor mounted, square conflicts with piping diagram sheet MC-22 and detail MC-25.

A7. Provide corner floor mounted service sink as specified. The drawings will be revised to match the specifications.

Q8. Soldier Community Building (SCB-1). P-5 Laundry Tray is specified as enameled cast iron which conflict with detail sheet 1/AC-9/AC-40 (stainless steel bowl). Is this 600mm wide by 533.4 mm front to back?

A8. Provide type 302, 18 gauge, stainless steel laundry tray. Nominal size 600 mm (24") wide x 533.4 mm (21") front to back.

Q9. Training Facility (MS-1) P-1 Water closet is specified as floor mount conflicts with schedule and diagram in sheets MT-1 and MT-8, respectively, which shows a wall hung type. Is this to be automatic flush valve?

A9. P-1 water closet shall be wall mounted, with manual flush valve.

Q10. Training Facility (MS-1). P-2 same question as above.

A.10 P-2 water closet shall be wall mounted, with manual flush valve.

Q11. Training Facility (MS-1). P-4 Lavatory, confirm that it is a wall hung with carrier.

A11. P-4 lavatory shall be wall mounted with through bolts and backup plate.

Q12. Training Facility (MS-1). P-5 Service sink to be 7.5 cm p-trap, conflicts with piping diagram sheet MT-8.

A12. Piping diagram will be revised in the next amendment to accommodate 7.5 cm p-trap size.

Q13. Barracks building (BK-1 & BK-2). P-4 kitchen sink specified 609.6 x 533.4. Is this 609.6 wide by 533.4 front to back? Detail Sheet MB-18 seem to show small width by long front to back.

A13. The nominal dimensions of the P-4 kitchen sink shall be 609.6 mm (24") wide x 533.4 mm (21") front to back.

Q14. Battalion Headquarters (BN-1 & BN-2). P-2 Lavatory is specified to be enameled cast iron ledge back. We cannot find any manufacturers that supply such thing. All ledge back lavatories are vitreous china.

A14. P-2 lavatory shall be vitreous china, straight back type, with concealed arm carriers.

Q15. Battalion Headquarters (BN-1 & BN-2). P-4 Kitchen sink specified 609.6 x 533.4. Is this 609.6 wide by 533.4 front to back?

A15. The nominal dimensions of the P-4 kitchen sink shall be 609.6 mm (24") wide x 533.4 mm (21") front to back.

**REP/cor Hawaii, Inc., Dec 18:**

Q16.

Section 15400 Page 36 P-7 Surface wall-mount water cooler

Section 15400 Page 39 P-9 Surface wall-mount water cooler

Section 15400 Page 40 P-6 Handicapped surface-mount - dual height

Section 15400 Page 46 P-7 Handicapped surface-mount - dual height

Section 15400 Page 48 P-10 Handicapped surface-mount - dual height

All the water cooler drinking fountains specified above have specific dimensions called out. None of our Elkay units match up to any of these dimensions. Is it alright to submit units complying to everything else in the specs and as close as possible to dimensions given? I have attached spec sheets on the units I had planned to submit/quote.

A16. The physical dimensions specified for all water coolers are nominal dimensions.

Q17. Section 15400 Page 48 P-8 Service sink

Specs call out for a cast iron p-trap, so is this unit to be sitting directly on the floor or wall-mount type sitting on a p-trap standard?

A17. P-8 service sink (Dining Facility) shall be floor type.

Q18. Section 15400 Page 48 P-9 Hand sink

Is it okay to submit Elkay's standard size of 16-3/4 x 15-1/2 instead or the 17 x 15" specified?

A18. The physical dimensions specified for hand sink P-9 (Dining Facility) are nominal dimensions.

**Hydra-Air Pacific, Jan 3:**

Q19. Reg. Fuel Tank - no drawing, no size, tank exterior protective coating in accordance with Section 09900 (not in this section) "provide tank penetration" no drawings "standard ladder & platform except as modified herein" no drawings. Need info & extension on opening date.

A19. Spec section 13202 Fuel Storage Systems will be deleted.

**Hawaiian Bitumuls, Jan 4:**

Q20. Per plan sheet CD-1 details 1 and 2, there is no specification as to which type of surface course is to be used. Please clarify which mix is to be used for each detail.

A20. Both details 1 & 2 require State Mix IV.

Q21. Per specification section 02741, page 8, table 1, it lists the use of State Mix IV, and State Mix V as a surface course mix. Please clarify which mix is to be used.

A21. State Mix IV shall be used for all paving requirements except AC curbs.

**Hawaii Trenchless, Jan 5:**

Q22. Can the microtunneling be replaced by auger boring? Auger boring is very accurate. Ground conditions are ideal for auger boring. Price will be about half of the price as microtunneling.

A22. Hydraulically guided auger boring will be allowed (provided the pipe size is increased from 1350mm (54") to 1500mm (60") [to account for slight decrease in alignment accuracy] and the drainage structure invert elevations and drain lines are within 25mm (1") of the elevations shown on the grading plans and there are no sags or low points or decrease in required pipe slopes in the lines between drainage structures in that area). Specifications for this method will be added by amendment.

**Familian, Jan 5:**

Questions Q23 through Q37 are in reference to Section 15400:

Q23. Page 36 P-3 Lavatory.

What is the O.D. size of the lavatory? (No size specified)

What type of drain is required (strainer or pop-up? Both specified)

A23. Lavatory P-3 (COF-2) shall be oval shaped, constructed of vitreous china, and have a nominal size of 483 mm (19 inches) wide x 432 mm (17 inches) front to back. Drain shall be furnished with a copper alloy or stainless steel strainer.

Q24. Page 36 P-4 Lavatory.

Specifications call for a wall hung enameled cast iron ledge back lavatory. To the best of our knowledge we are unaware of any manufacturer who makes this type of lavatory. The plumbing details on the drawings show a wall hung straight back lavatory with a floor mounted concealed arm carrier. However, wall hung enameled cast iron lavatories are not made to use floor mounted concealed arm carriers. Please advise if a wall hung vitreous china straight back lavatory which can use a floor mounted concealed arm is acceptable.

What type of drain is required (strainer or pop-up?) (no drain specified)

A24. Specifications will be revised for P-4 lavatory (COF-2). Lavatory shall be vitreous chine, straight back type, with concealed arm carriers. Drain shall be furnished with a copper alloy or stainless steel strainer.

Q25. Page 38 P-3 Lavatory

What is the O.D. size of the lavatory? (No size specified)

What type of drain is required (strainer or pop-up? Both specified)

A25. Lavatory P-3 (COF-3 to COF-7) shall be oval shaped, constructed of vitreous china, and have a nominal size of 483 mm (19 inches) wide x 432 mm (17 inches) front to back. Drain shall be furnished with a copper alloy or stainless steel strainer.

Q26. Page 38 P-4 Lavatory

Specifications call for a wall hung enameled cast iron ledge back lavatory. To the best of our knowledge we are unaware of any manufacturer who makes this type of lavatory. The plumbing details on the drawings show a wall hung straight back lavatory with a floor mounted concealed arm carrier. However, wall hung enameled cast iron lavatories are not made to use floor

mounted concealed arm carriers. Please advise if a wall hung vitreous china straight back lavatory which can use a floor mounted concealed arm is acceptable.

What type of drain is required (strainer or pop-up?) (no drain specified)

A26. Specifications will be revised for P-4 lavatory (COF-3 to COF-7). Lavatory shall be vitreous china, straight back type, with concealed arm carriers. Drain shall be furnished with a copper alloy or stainless steel strainer.

Q27. Page 40 P-2 Wheelchair Lavatory

Is a 4" center-to-center or an 8" center-to-center faucet required? (not specified)

A27. Either 100 mm (4") center to center or 200 mm (8") center to center faucet is acceptable for P-2 (Soldier Community Building)

Q28. P-7 Food Waste Disposal

What is the horse-power of the disposal? (not specified)

A28. Horsepower for P-7 (Soldier Community Building) shall be 373 watts (1/2 hp) as shown on the drawings.

Q29. Page 42 P-3 Urinal

Specifications call for a flush valve urinal and a waterless urinal. Are both types required?

A29. Waterless urinal requirement for P-3 urinal (Training Facility) will be deleted from the specifications.

Q30. Page 42 P-4 Lavatory

What is the size of the lavatory? (not specified)

What type of drain is required (strainer or pop-up? Both specified)

A30. The nominal size for lavatory P-4 (Training Facility) shall be 508 mm (20") wide x 457 mm (18") front to back. Drain shall be furnished with copper alloy or stainless steel strainer.

Q31. Page 43 P-2 Lavatory. What is the O.D. size of the lavatory? (no size specified)

A31. Lavatory P-2 (BK-1 and BK-2) shall be oval. Nominal size shall be 483 mm (19") wide x 381 mm (15") front to back.

Q32. Page 44 P-3 Bathtub

What type of drain is required (trip lever type or pop-up? Both specified)

A32. Drain for P-3 Bathtub (BK-1 and BK-2) can be either trip lever or pop-up type.

Q33. Page 44 P-3 Shower

Verify if the tub spout is not a diverter type. Specifications call for the diverter to be integral with valve.

A33. Diverter for P-3 Shower (BK-1 and BK-2) shall be integral with valve as specified. Spout does not require a diverter.

Q34. Page 45 P-2 Lavatory

Specifications call for a wall hung enameled cast iron ledge back lavatory. To the best of our knowledge we are unaware of any manufacturer who makes this type of lavatory. The plumbing details on the drawings show a wall hung straight back lavatory with a floor mounted concealed arm carrier. However, wall hung enameled cast iron lavatories are not made to use floor mounted concealed arm carriers. Please advise if a wall hung vitreous china straight back lavatory which can use a floor mounted concealed arm is acceptable.

What type of drain is required (strainer or pop-up?) (no drain specified)

A34. Specifications will be revised for P-2 lavatory (BN-1 and BN-2). Lavatory shall be vitreous china, straight back type, with concealed arm carriers.

Q35. P-2A Wheelchair Lavatory

Is a 4" center-to-center or an 8" center-to-center faucet required? (not specified)

A35. Either 100 mm (4") center-to-center or 200 mm (8") center-to-center faucet is acceptable for P-2A Wheelchair Lavatory (BN-1 and BN-2)

Q36. Page 48 P-9 Hand Sink

Is a 4" center-to-center or and [sic] 8" center-to-center faucet specified? (not specified)

A36. Either 100 mm (4") center-to-center or 200 mm (8") center-to-center faucet is acceptable For P-9 Hand Sink (Dining Facility)

Q37. Page 18 para. 2.7 traps

Is a tubular brass p-trap acceptable in lieu of a threaded outlet p-trap for the lavatories?

A37. Tubular brass p-trap with socket for soldered joint connection is acceptable in lieu of threaded outlet p-trap.

#### **Inter-Island Solar Supply, Jan 5:**

Q38. Storage Tanks - Section 15400, 2.10

The specifications require that the tanks be "ASME stamped for the working pressure" however, that pressure is not identified in the specifications, plans or any equipment schedules. Please advise what the working pressure is to be - 862 or 1034 kPa (125 or 150 psi).

Please verify the tank capacities for COF-2 as they are slightly different from all of the others.

The smaller vertical tank is very close to the other buildings, less than 100 L (26 gal.). It would be more economical to standardize the tank sizes.

Is there a +/- percent for the various tank capacities? Standard tank sizes by various manufacturers vary in size, but are within a few gallons of each other.

Is polyurethane foam insulation on the tanks acceptable? Section 15080 allows for Cellular Glass, but may not be considered a foam. Would they need to be jacketed with metal?

A38. The specifications will be revised to show a working pressure of 1034 kPa (150 psi) for the hot water storage tanks. Tank capacities may be more than is shown on the drawings, however, the tanks must be capable of being installed without modification to the mechanical room size. Polyurethane foam insulation will not be allowed. Tanks do not require metal jacketing.

Q39. Gas Water Heaters - Section 15400, 2.9

Would it be possible to provide water tube type circulating heaters in lieu of storage tank type heaters? All of the water heating systems draw from a separate storage tank, which is heated by circulating from a tank type heater. While this will certainly work, tube type circulating heaters are designed specifically for such applications and can provide higher efficiencies, smaller space requirements and reduced flue sizes. The 4 heaters in SCB-1 could easily be replaced by 2 circulating heaters that would take up much less floor space, require smaller flue and less piping, all of which should greatly reduce the installed cost. There are also now available very high efficiency units, 88% or 97% in this size, 586 KW (2 milBTUH), that can modulate down to as low as 25% of capacity and provide substantial energy savings over the specified 80% units.

A39. Circulation type water heaters will not be allowed because the storage capacity in the hot water heaters is required as part of the total hot water storage requirement for each building.

Q40. Plate Heat Exchangers - Section 15400, 2.13

Please verify the capacity of the heat exchanger, PHX-1, in DN-1. The Thermal Capacity in the Equipment Schedule is an order of magnitude (or 2) off from the flows and temperatures listed, which are also very different for each side.

A40. The flows for the plate heat exchangers will be revised.

#### **QN Electric, Inc., Jan 9:**

Q41. Dwg. Sheet ES-1, Note #1 - Size of innerducts, 254 mm?

A41. Correct size is 25mm or 1" nominal.

Q42. Dwg. Sheet ES-13 refers to existing manhole at Menoher. Dwg Sheet ES-14 also refers to existing manhole. Is manhole at the Substation?

A42. Yes, manhole is at substation site; drawings revised.

Q43. Dwg. Sheet ES-13. Please designate location for three (3) new 15kV sectionalizing switches at Menohor Substation.

A43. Drawings revised to show switches at Menoher site.

Q44. Dwg. Sheet ES-15 indicates two (2) manholes with MH "E14" designation. Please clarify.

A44. Manhole designations corrected on drawings (E14A shown).

Q45. Dwg. Sheet ES-16 and ES-13 both refer to Central Plant Equipment transformer to be provided by others. Is this equipment to be GFGI?

A45. Central plant transformer will be provided under this contract. Drawings corrected.

Q46. Dwg Sheet ECE-1, Note 13 refers to primary section and 1000kVA Transformer at Central Plant to be provided under separate contract along with Panels 4CP, 2CP, and 30kVA transformer. Which, if any will be provided under this RFP?

A46. All will be provided under this contract. Drawings revised.

Q47. Dwg Sheets ES-37 and ES-38 show details for two (2) different type "C" walkway fixtures to be used. Are there to be any of the bollard type fixtures on this project?

A47. There will be no bollards under this contract; drawings revised.

Q48. Dwg. Sheet ES-22 Ductlines indicated with keynote "3" to be "6 way." Innerduct notes for same ductlines call for "2 way." Which is required?

A48. Drawings revised to clarify.

Q49. Dwg. Sheets ES-22 thru ES-30. There are handholes that do not appear connected to any raceway systems. They appear to be from the lighting plan. Are they?

A49. These handholes are for the area lighting ducts. Drawings will be revised to remove them from the telecomm plans.

Q50. Dwg. Sheet ES-22. Are there two (2) separate ductline runs between MH "T5" and MH "16-A" as shown? Is so, what type is to be provided?

A50. Drawings will be revised to remove duplicate run on drawings.

Q51. Dwg. Sheets ES-22 thru ES-30. What is the dash (-) in front of the quantity of various innerducts?

Also on same reference to innerduct notes, a typical building with a two (2) way duct from MH - is the proper interpretation to install three (3) innerducts in one raceway and one (1) innerduct in the other raceway? Or are all four (4) innerducts to be installed in one raceway, per the General Note #1 on Dwg Sheet ES-1?

A51. Drawings revised to clarify.

Q52. Dwg. Sheet ES-23 Ductlines to Bldgs COF-3 and COF-4 "branch" off a ductbank without a manhole. What will be required here?

A52. Drawings revised to more accurately show swept runs.

Q53. Dwg Sheet ES-23 Ductline fed from MH between Bldgs COF-4 and COF-5 that runs towards Bldgs. COF-3 and COF-2 is a Type 5 (12-way). Same ductline is labeled Type 2 (2-way) when it gets to Bldg COF-2. Is there a transition?

A53. Drawings revised to more accurately show swept runs.

Q54. Dwg. Sheet ES-23 Ductline that interconnects MH between RSC and COF-4 and MH and COF-4 and COF-5 is a Type 2 (2-way). Should this be larger?

A54. Drawing corrected to show Type 4 (9-way).

Q55. Dwg. Sheet ES-23. New ductline indicated between existing MH "N1G" and "16-F" is not clearly specified. Please advise both ductline type and innerduct requirements.

A55. Ductline removed from drawings.

Q56. Dwg Sheet ES-23 Hex Note A. Would the proper interpretation of innerduct requirements be six (6) ducts each with four (4) innerducts, two (2) ducts each with one (1) innerduct, leaving eight (8) empty ducts?

A56. Drawings revised to clarify.

Q57. Dwg. Sheet ES-23 Center page Note addresses innerduct requirements of new six (6-way) duct. 1) Which line is it referring to? 2) It appears to fill eight (8) reaceways, yet it is identified as only having six (6).

A57. Drawings revised to clarify.

Q58. Dwg. Sheet ES-23. Existing MH "N14" indicates some sort of ductline going up Reilly Avenue to another unidentified MH, then extends beyond. What is this?

A58. Ductline run revised and correction shown on drawings.

Q59. Dwg. Sheet ES-24. Unidentified MH with connecting ductline to MH "T10." What is required here?

A59. Requirements shown on drawings.

**Dick Pacific, Jan 10:**

Q60. What is the estimated NTP date?

A60. Based on the current schedule, award of the contract is scheduled by May 22, 2001. Within fourteen (14) calendar days after the date of contract award, the contractor shall furnish a Performance Bond and a Payment Bond. Notice to Proceed (NTP) will be issued after receipt of acceptable bonds.

Q61. To what extent will the 21 foot high dust barrier be required? Please show on the site plan the location or the required lineal footage.

A61. On sheet CS-1 NOTES TO CONTRACTOR: #4. The Contractor shall provide ... a 6.5m high dust barrier along Construction Limits indicated on the Site Plans and around all other work areas. The Project Limits are shown on all Site Plans for on-site work and limits of AC pavement removal are shown on Demolition plans for off-site work. (Contractor's discretion on exact location of dust barrier may be used for off-site work as long as work area is fully contained.)

**Hawaii Trenchless, Jan 10:**

Q62. Can microtunneling be substituted for hydraulically controlled guided auger boring using a larger sleeve?

A62. Yes, see response to Q22.

**Kiewit Pacific Co., Jan 11:**

Q63. Section 02200 Microtunneling, (p.3) 1.2 references microtunneling for a 219 mm sanitary sewer pipe. Does this section apply to the offsite 1350 mm drain line? Is there a 219 mm sewer line requiring microtunneling?

A63. Yes. Sect 02200 Microtunneling will be amended to reflect the 1350mm drain line (reference to the sewer line will be removed).

Q64. Section 02531 Sanitary sewers, (p.12) 3.1.1.2 Roads states that sewer pipe shall be encased for lengths shown. The utility plans do not show where sleeves are required. If sleeves are required at road crossings, how far past edge of pavement do they extend?

A64. Both Sect 02531 Sanitary Sewer spec and Sect 02510 Waterline specs will be amended to clarify that sewer and water pipes need encasement only when they fall within 1m of existing or new structures. Pipe encasement for road crossings is not required unless the specified minimum cover for the utility is not met.

**Hawaiian Dredging Construction Co., Jan 15:**

Q65. Page 00100-14, II. Proposal Submission Requirements, Item (3)(i) states to submit 1 original of SF1442. SF1442 states to submit original and 2 copies.

A65. AM-0004, Section 00100, Evaluation Factors For Award, paragraph 2.1.1.2.3.1 is revised to include submission of one original and two copies of SF1442.

Q66. With reference to Section 00700, paragraph 52.232-5, Item (b)(2), will the government promptly pay the general contractor for permanent materials stored on site?

A66. It is our normal contractual practice to compensate the contractor for materials stored on the project site provided: 1) they are adequately protected from the elements, b) clearly identified as being for the project, and c) a proper invoice reflects the materials and quantities.

**Pioneer Woodworking, Jan 15:**

Q67. Are frameless cabinets acceptable for this project? They would have the same appearance as the framed front cabinets (full flush overlay). It would cost the government less and the quality would be as good as the framed front cabinets.

A67. Frameless cabinets is **NOT** acceptable for this project. Framed type cabinets shall be provided as specified in Section 12320, Cabinets and Countertops, paragraph 2.1.1.

**Dick Pacific, Jan 16:**

Q68. In specification section 00100, part III. Technical Evaluation Factors and Submission Requirements, each evaluation factor requires that "if the offeror proposes to subcontract part of the work, provide the same information for the proposed subcontractors."

Please clarify whether this applies for all subcontractors or just major subcontractors (i.e. Those subcontractor whose performance will have a significant impact on the outcome of the project). Requiring this information for all subcontractors, including minor subcontractors, will place a tremendous burden on the contractor at bid time and may provide only marginal benefit to the evaluation process.

If the intent is to use this information to supplement the general contractor's experience and past performance in evaluating the likelihood of his success in completing this project, it would seem only major subcontractors apply. If this is the case, will it be up to the general contractor to decide which trades are considered major or will the Army issue a list of trades for which this information is required?

A68. AM-0004 revises Section 00100, Evaluation Factors For Award, paragraphs 4.1.1.1.11, 4.1.2.1.3, 4.2.1.1.4, and 4.2.2.1.4.

**Caddell Construction Co., Inc., January 18:**

Q69. In review of the specifications for the above referenced project, we have found in paragraph 4.1.1.1.11 on page 18 of Section 00100 the requirement to list information for proposed subcontractors on this project. The requirements call for "the same information as required above for the Offeror's proposed subcontractors." The information required from the Offeror in many cases is irrelevant with respect to subcontractors. Much of the information does not exist and/or is irrelevant for subcontractors, particularly the smaller subs. Furthermore, the requirement to provide this much information at the proposal due time and date may be unreasonable and shifts the focus from the Offeror's own management plans and competitive pricing to attempting to obtain information which is beyond the Offeror's control. None of the Offeror's are likely to perform most of the work with their own forces and as such all will be distracted with the same problem of trying to obtain information from multiple subcontractors.

A typical project includes an average of about 30 subcontractors, varying in size, sophistication, and importance to the outcome of a quality project. The average bid includes analysis of about 3 or 4 subcontractor prices per trade. That extends to about 90 to 120 different subcontractors to obtain somewhat irrelevant information from and to analyze technically before including in our proposal. That could also extend to hundreds you may have to analyze and evaluate. To require this information from all Offerors for all subcontractors is unreasonable and may be overwhelming for you to analyze. To minimize the amount of information we must focus on obtaining from outside sources and the amount you may have to review, please consider defining exactly which subcontractors you require. We submit to you that only a few trades are significant enough to impact the project outcome.

Please consider the following list as a limit of the subcontractor trades for which, if not self performed, the Offeror must provide information.

- A. Mechanical (HVAC & Plumbing)
- B. Electrical
- C. Earthwork
- D. Cast-In-Place Concrete
- E. Masonry
- F. Drywall
- G. Paint
- H. Roofing

This list would provide you with the information that is most important to a quality barracks project without overwhelming the Offerors and the Evaluators with too much information. We respectfully request that you define a list of trades similar to this to avoid too much distraction with information, which historically has been difficult to obtain, and we believe may be overwhelming. Your immediate attention to this request will be appreciated.

A.69 AM-0004 revises Section 00100, Evaluation Factors For Award, paragraphs 4.1.1.1.11, 4.1.2.1.3, 4.2.1.1.4, and 4.2.2.1.4.

**Kiewit Pacific Co., Jan 18:**

Q70. Section 02316 Excavation, Trenching, and Backfilling for Utility Systems 2.1.8 S4C Material and 3.2 Backfilling and Compaction, require S4C as the backfill material under paved areas. Is it possible to use on-site material or an alternate borrow material such as state select borrow or aggregate base course. The depth and width of the trenches for the sewer and drain lines will require costly amounts of S4C and the disposal of the excavated materials.

Also are the parking lots requiring S4C as the only backfill material?

A70. Contractor may substitute State select borrow or aggregate base course for S4C material as trench backfill in paved areas.

**Safety Systems Hawaii, Inc., Jan 19:**

Q71. Plan Sheet #AW-6 and AW-43. Interior Signage Schedule on Plan Page AW-43 shows a sign no. 78 "225 storage" w/c is a sign type DD1. However, second floor plan on plan page AW-

6 shows that sign no. 78 is a sign type BB2. Please clarify what sign type is sign no. 78 "225 storage."

A71. Interior Signage Schedule on AW-43 is correct. Second Floor Plan, sign type for sign no. 78 will be revised to read "DD1" in lieu of "BB2".

Q72. Plan Sheet #AC-1 and FC-4. First Floor Plan page AC-1 shows a fire extinguisher cabinet (FEC-1) w/c is a semi-recessed cabinet as shown on Detail 1/AC-37. However, plan page FC-4 shows a surface mount cabinet (symbol) as per Fire Protection symbols and abbreviations on plan page FC-2. Please clarify if the cabinet is semi-recessed or surface mount.

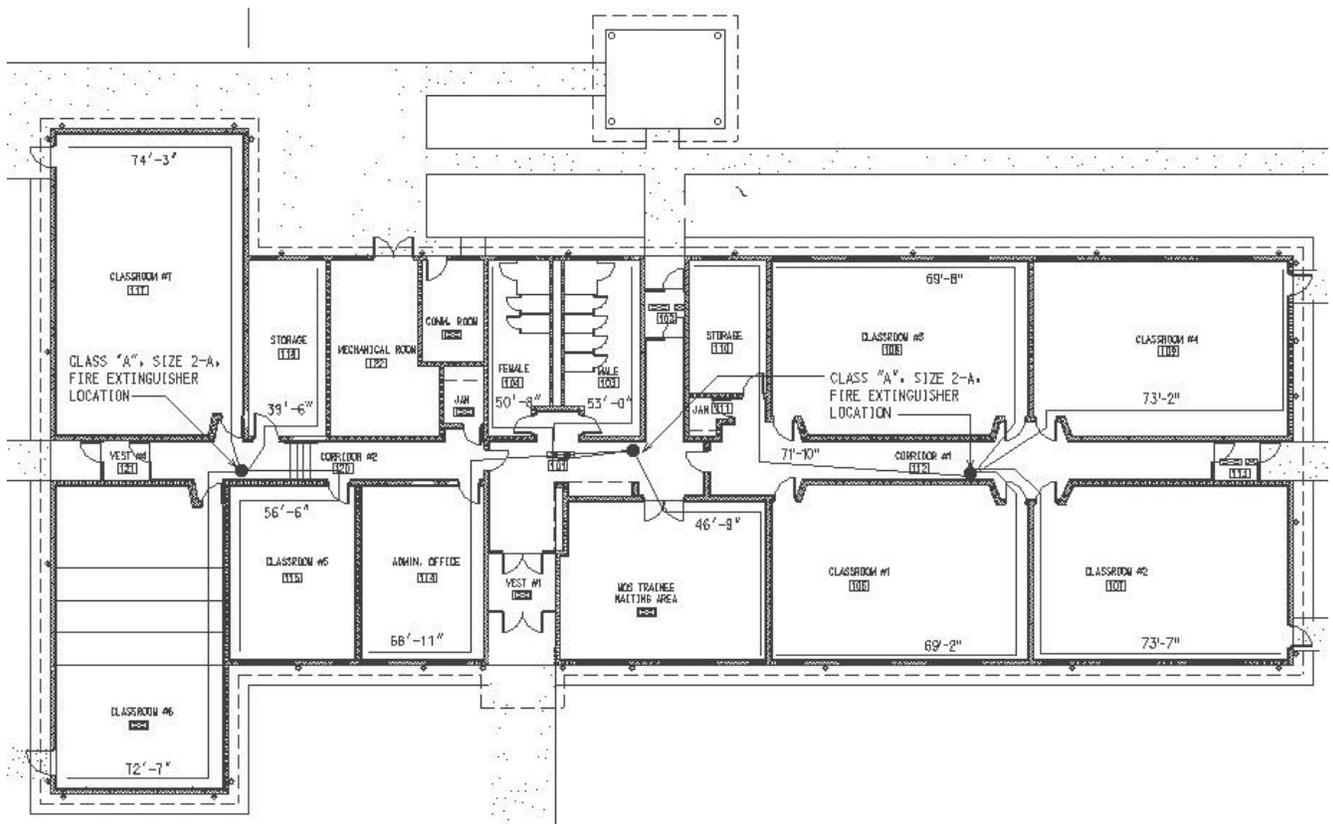
A72. FEC-1 is a semi-recessed fire extinguisher cabinet. On Sheet FC-4, symbol for FEC-1 will be revised to indicate a semi-recessed fire extinguisher cabinet per Legend on Sheet FC-2.

Q73. Plan Sheet AB-2, ABR-2, AB-3, ABR-3. First Floor Plans AB-2 and ABR-2 show a portable fire extinguisher in the AHU Room 124. There are no fire extinguishers shown in the AHU Room for the second thru fifth floor. Do you need fire extinguishers from 2<sup>nd</sup> thru 5<sup>th</sup> floor AHU Room?

A73. No, fire extinguishers are not required in AHU Rooms on the 2<sup>nd</sup> thru 5<sup>th</sup> floors. This is due to location of doors along Breezeways.

Q74. Plan Sheet #AT-1. Plan page AT-1 shows Training Facility (MS-1) floor plan. There are no fire extinguishers and cabinets shown on the floor plan. Do you need any?

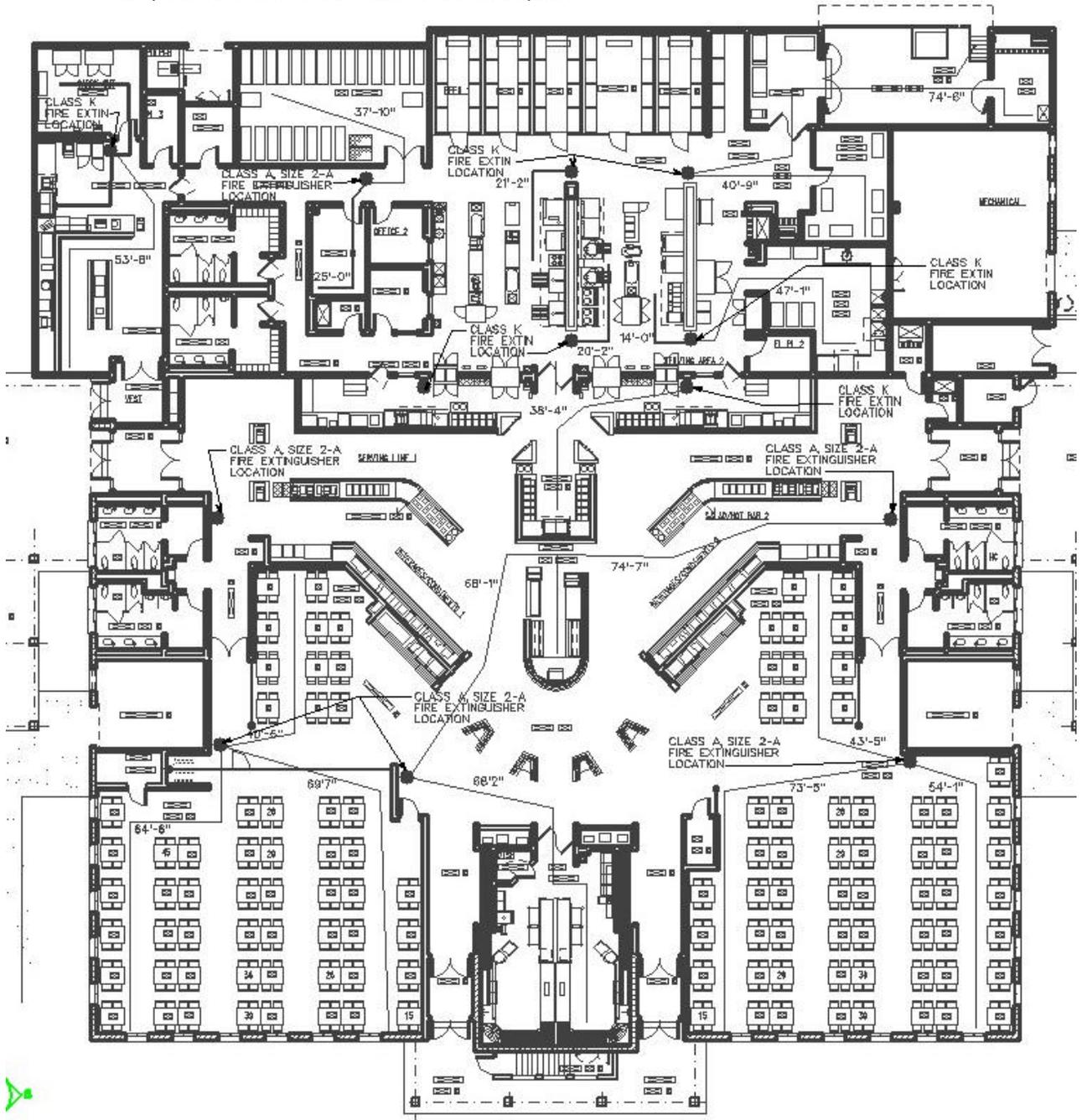
A74. 3 ea. fire extinguishers (Class A, size 2-A) are required at Lobby and corridors #1 & 2, see attached sketch. The plans will be revised to show this requirement.



Q75. Plan Sheet AD-8. Plan page AD-8 shows Dining Facility (DN-1) floor plan. There are no fire extinguishers and cabinets shown on the floor plan. Do you need any?

A75. Total 13 ea. fire extinguishers are required at following locations, see attached sketch. The plans will be revised to show these requirements.

1. Dining: 5 ea. Class A, Size 2-A fire extinguishers.
2. Serving Line: 2ea. Class K fire extinguishers.
3. Kitchen:
  - a) 4 ea. Class K fire extinguishers within 30' of combustible cooking media (vegetable or animal oil or fat).
  - b) 1 ea. Class A, Size 2-A fire extinguisher.
4. Carry-out Kitchen: 1 ea. Class K fire extinguisher.



Q76. We are submitting for substitution one (1) set of technical brochures 2 and statement of variances for your review and approval for the item(s) shown below.  
 Section/Item: Plan Page CD-12 & CD-13 Sign Posts

Specified Brand: EZE-Erect Flange Channel Post

Substitute or Alternate Brand: NEX Sign Support System

Variant Features: Octagonal shape post, the holes are punched 84" from the top and 12" at the bottom on two sides

A76. The NEX Sign Support System may be substituted for the specified EZE-ERECT Sign posts as an approved equal subject to Contractor submitting documentation indicating that the proposed NEX sign posts being used for this project meets or exceeds the Eze-Erect strength and breakaway capabilities and provided that each sign post can withstand an 80 mph wind loading on the sign being installed.

**Kiewit Pacific Co., Jan 19:**

Q77. Please be informed that grading and drainage Plan-6 Sht CS-27 matchline for Sheet CS-9 does not match. Please provide a corrected matchline between sheets CS-9, CS-27 and CS-41.

A77. An amendment will be issued moving the top and left match lines on sht CS-9 so they line up with Sht CS-27 & CS-41.

**QN Electric, Inc., Jan 19:**

Q78. Building COF-2, 1<sup>st</sup> floor plan, Dwg. Sheet AK-1 Architectural and EK-2 Electrical - The locations of the "Comm" Room and the "Elec" Room are reversed in comparison to the other "COF" Buildings in which the Electrical room is accessible from the Mechanical Service Yard where the electrical transformer is located. This layout is also in conflict with the site electrical plan. Is this the intended design?

A78. Drawings will be corrected to show proper layout.

Q79. Dwg. Sheet EK-6, Electrical One-line Diagram for Bldg. COF-2 indicates connections to the site electrical transformer with three (3) runs of four (4) #500. The building service is only rated 800 Amp like the other COF Bldgs. where only two (2) runs of four (4) #500 are needed. Is this the intended design?

A79. Drawings will be corrected to show proper service lateral.

Q80. Bldg. COF-2, Dwg. Sheet EK-9, Lighting Fixture Schedule. Fixture type "FE" indicates 219 on Sheet 30 which is not used on this building. The 4 ft. version of this fixture is type 218 on Sheet 30, is used and is referenced as Fixture type "F" on the electrical drawings. Should fixture type "F" be added?

A80. Designation will be corrected on drawings.

Q81. Fixture type "C" is indicated as type 234A1 on Sheet 39. Should this be type 234A?

A81. Designation will be corrected on drawings.

Q82. Fixture type "CE" is indicated as type 234A1A on Sheet 39. Should this be type 234A1?

A82. Designation will be corrected on drawings.

Q83. Fixture types "M" and "ME" reference Sheet 40 which was not included in Specification. Please advise.

A83. Specs will be revised to include Sheet 40.

Q84. Spec. Section 16710, Premises Distribution System. Part 1, Para 1.2 System description includes "Routing/Switching Devices" to transport telephone and data (including LAN) signals. Part 2 Products specify face plants devices, cables, connecting hardware, patch panels, terminal blocks, equipment racks and mounting backboards. No electronic Routing/Switching Devices are specified.

Building drawings do not indicate Routing or Switching hubs either.  
If equipment is required, please specify.

A84. Equipment is not required. Electronic Routing/Switching Devices will be provided and installed by the government and is outside the scope of the contract.

**Commercial Shelving, Inc., Jan 19:**

Q85. Specification Section 10550, Part 2 Products, 2.1 Mailboxes. "Mailboxes shall be USPS approved.....and shall be nine units high."

For USPS delivery, maximum height is seven units high, for private mail distribution maximum height is nine units high without USPS approval. Please furnish clarification on the mailbox use. USPS delivery or private mail distribution. There will be a loss of eighty-eight units for the seven units high, USPS approved and this will definitely impact the existing design and cost of this section.

A85. Provide mailbox compartments in nine units high configuration and quantities as shown on the drawings. Mail will be distributed by non USPS personnel. Specification states that mailboxes shall be USPS approved "except that the mailboxes shall be provided with combination locks, in lieu of key locks and shall be nine units high."

**Pioneer Woodworking Co., Inc., Jan 20:**

Q86. Division 12320, Part 2.1.1 references frame cabinets. Would frameless front cabinet using the specifications in Division 12320 Parts 2.4.1 thru 2.4.4 be an acceptable alternate? It would be a cost savings to the government with NO sacrifice to the quality of the cabinets.

A86. No, see response to question 67.

**Hawaiian Dredging Construction Co., Jan 22:**

Q87. "Phasing Plan" (plan sheet CG-4) note #2 and "Road Closure Plan" (plan sheet CG-4) note #1. Will the contractor be permitted to work on at least two blocks of roadway at one time instead of the one block of roadway as specified? This will result in savings in construction costs and reduce the duration of the project.

A87. No. The one block at a time closure was coordinated with DPW Traffic Engineer.

**Compass-Concepts, Jan 23:**

Q88. Specification section 09650 Resilient Flooring. Approved Equal. Armstrong Medintech sheet vinyl is listed as the selection for the homogeneous compositions sheet vinyl flooring. This is a request for approval on Tarkett Granit Elite and Optima Commercial Sheet vinyl. Both products are equal to Medintech 100% with no valence (sic), with a 36 color selection pallet.

A88. Response to be provided in future amendment.

**Kreative Kamaaina, Jan 23:**

Q89. We have not been able to locate the Supplier, ADM INT'L INC. so we can get the information on the Horizontal Blind and Blackout Drapery. Is it possible to get a sample of the Blackout drapery fabric and horizontal blind color so we can submit an equal fabric & blind pattern and color or if you can give us the contact person and telephone # at ADM INT'L INC. so we can speak to them about the products that is specified?

A89. Response to be provided in future amendment.

**Safety Systems Hawaii, Inc., Jan 25:**

Q90. Window cleaning fan protection anchor detail for Building BK-1 and BK-2 as found on plan page AB-29. See attached sketch for the following questions:

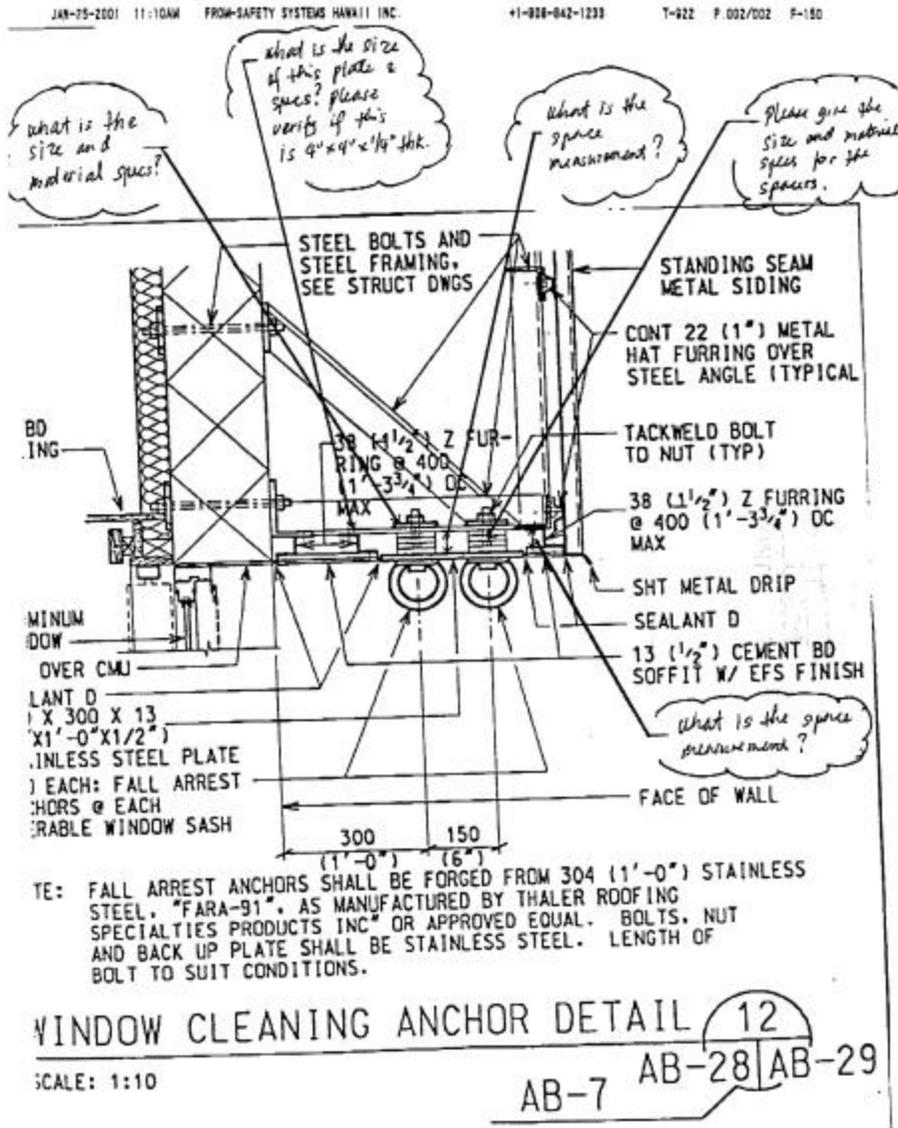
What is the size and material specs?

What is the size of this plate and specs? Please verify if this is 4"x4"x1/4" thk.

What is the space measurement?

Please give the size and material specs for the spouts?

What is the space measurement?



A90. Response to be provided in future amendment.

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PROCEEDINGS -- JANUARY 10, 2001

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MR. CABALCE: Okay, good morning.

We're here today, this is the Pre-Proposal Conference for Solicitation DACA 83-01-R-001 FY00 MCA PN46902 Whole Barracks, Phase 2A, Schofield Barracks, Hawaii. This is the Pre-Proposal Conference.

On the government side, before we get started, I would like to introduce some of the representatives from the government side.

To my right -- first of all, my name is Ken Cabalce, and I am the project manager for this project. And to my right is Lynn Arakaki, who is the contract specialist for the solicitation.

And further down to my right is Bob Sundberg, who is from the Office of Counsel. And also, I have Austin Rester, who is a part of my office, helping me with the Pre-Proposal Conference.

Another individual that is here today that you may want to know is our Resident Officer from Schofield Barracks Resident Office who is sitting back there, Earl Hiraki. His office will administer the contract.

For those of you who were at the site visit this morning, you saw him there this morning.

1           Some of you were already down there at the site  
2 visit this morning. Just for your information, some  
3 of you asked if you could have the roster from the  
4 site visit this morning. We have -- Austin has  
5 copies of the roster from this morning, so if you  
6 want a copy of the roster from the site visit, you  
7 can pick one up from Austin.

8           Okay. Next thing I'd like to go over is some  
9 of the designers for this package. Okay?

10           There were several designers. We had several  
11 facilities that were designed by our in-house design  
12 group from the Honolulu Engineering District, and  
13 they worked on the design for the Dining Facility,  
14 the Training Facility, Company Ops 2 on 3, and the  
15 Site and Utilities. Okay? And the representative  
16 from that group who is coming up is Bruce Chun. He's  
17 back there. Bruce Chun is back there, okay?

18           Site and Utilities, we had the designer, our  
19 civil designer Lynette Kwock heading up that. She's  
20 sitting back there, also.

21           And on the Dining and Training Facility, we had  
22 James Park who was our architect on that. So those  
23 were the designs that were done in-house, okay, by  
24 Honolulu Engineering District or HED.

25           From the next set of designers is Group 70.

1 They did Company Ops 4 to 7. And that was headed up  
2 by Jim Nishimoto, but sitting in for Jim Nishimoto  
3 today is Phil Cuccia for Group 70.

4 Then we had Luersen Architects who designed the  
5 Barracks, SCB Battalion Headquarters, RSC, and  
6 Central Plant Building. And heading that up is  
7 Michael Miki, right up here, from Luersen  
8 Architects.

9 Okay, on the Central Plant Mechanical  
10 Equipment, that was designed by Cedric Chong &  
11 Associates, and they were headed up by Joel Yuen.  
12 There is Joel right up here.

13 And helping out on the landscaping on the site,  
14 we had Belt Collins. And that was headed up by Alan  
15 Kutsanai, who is sitting in the back there.

16 Okay, one thing that was kind of unusual for  
17 this kind of unique for this project is that all the  
18 specs were put together by our in-house group, okay?  
19 So we had the combined specs put together by our  
20 in-house group.

21 Now, a little bit about the schedule.

22 As noted in Amendment 3, if I am not mistaken,  
23 the proposals are due on 9 February.

24 Okay?

25 And what we'd like to do, our target right now

1 is to try to make an award of the solicitation,  
2 select a contract and make an award, before the 22nd  
3 of May.

4 I'd like to go over some of the rules for the  
5 conference. Okay?

6 Questions -- all questions should be submitted  
7 in writing. This was stated in Amendment 3, and  
8 instructions in there how to submit your questions,  
9 regarding letterhead and point of contact.

10 But we have here today and at the site visit  
11 forms that you may use to submit any questions. Just  
12 fill-in the blanks, and you can submit your  
13 questions. If you need any forms, you can see Austin  
14 down here at the end of the table.

15 At the conference itself, if the designers have  
16 answers that are readily available, we can present it  
17 here. But it should be noted that no response  
18 presented at this conference will change any of the  
19 requirements from -- in the plans and specifications  
20 -- in the solicitation -- unless an amendment is  
21 issued to change the plans and specs.

22 Okay?

23 All questions, okay, that are submitted in  
24 writing will be responded to.

25 The conference today is being recorded by our

1 court reporter here, either a summary or a transcript  
2 of today's meeting will be included in the -- as an  
3 amendment to the solicitation for information  
4 purposes. The transcript or summary will not change  
5 any of the requirements of the contract, okay?

6 It's just for your information.

7 Right now, to go over the selection process,  
8 I'll have Lynn Arakaki speak a little bit about the  
9 selection process.

10 MS. ARAKAKI: Good afternoon. I am  
11 Lynn Arakaki from the Contracting Office.

12 I guess first of all, I wanted to go over the  
13 provision, Instruction to Offerors, Competitive  
14 Acquisition. Just a reminder that you need to  
15 acknowledge receipt to all of the amendments to the  
16 solicitation.

17 Second of all, regarding the contract award,  
18 the government intends to award a contract resulting  
19 from this solicitation to the responsible offeror  
20 whose proposal represents the best value. The  
21 government intends to evaluate proposals and award a  
22 contract without discussions.

23 Therefore, your initial proposal should contain  
24 your best terms from a cost or price and technical  
25 standpoint.

1           And the government reserves the right to  
2           conduct discussions if the contracting officer later  
3           determines them to be necessary.

4           Okay, another provision I'd like to go over is  
5           in Section 100, which is titled, Evaluation Factors  
6           For Award.

7           The first paragraph in that provision provides  
8           general information, including where to address all  
9           inquiries, and also provides the sequence of how the  
10          proposals will be evaluated.

11          The price proposal will be considered  
12          approximately equally weighted to the technical  
13          proposal.

14          Paragraph 2 provides the submission  
15          requirements for the technical proposals, as well as  
16          for the price proposals. The format requirements for  
17          the proposals are also contained in that paragraph.

18          Paragraph 3 provides the total points available  
19          for each evaluation factor and subfactor.

20          Then the last Paragraph 4 provides the  
21          evaluation factors and subfactors, and the submission  
22          requirements for each of the factor and subfactor.

23          Any questions?

24                   MR. CABALCE:    Okay, that's pretty  
25          quick.

1 Right now, I'd like to acknowledge some of the  
2 questions that we had so far on the solicitation.

3 And I had -- no fault of the designers, but I  
4 had issued those questions kind of late to the  
5 designers, and I don't know if we have responses to  
6 those questions right now, but I'll go over and let  
7 you know what questions I have from -- so far --  
8 written questions that were submitted so far.

9 And the first question we received was from  
10 Leeward Landscape. It had to do with the type of  
11 grassing.

12 I don't know, Alan, did you see the question?

13 MR. KUTSANAI: Yes.

14 MR. CABALCE: You want to provide a  
15 response to that or --

16 MR. KUTSANAI: Yes, I could right  
17 now. Mm-hmm.

18 MR. SUNDBERG: Excuse me. Before  
19 you go on, for the court reporter's sake, when you  
20 begin speaking, whether it's a question or an answer,  
21 could you identify yourself by name, so that the  
22 court reporter can keep it straight? Thank you.

23 MR. CABALCE: That's Alan Kutsanai  
24 from Belt Collins.

25 MR. KUTSANAI: Just so you can hear

1 me.

2 There was a request for a substitution on the  
3 Z-3 Zoysia Sod that we had specified.

4 They are asking to substitute with the El Toro  
5 Zoysia Sod. We have no objection to that  
6 substitution.

7 And I can't imagine there would be much of a  
8 price difference, if any, between the two materials.

9 MR. CABALCE: Okay. The second set  
10 of questions that we received was from Dick Pacific  
11 on November 22nd.

12 Those questions were sent to our in-house  
13 designers. Bruce, do you have any questions you want  
14 to address at this time? Or do you have any  
15 questions about the -- you want to clarify any  
16 questions?

17 MR. CHUN: Bruce Chun, Corps of  
18 Engineers.

19 Question 1 -- I passed it on to the civil and  
20 mechanical to address. So they should be coming back  
21 with a recommendation.

22 MR. CABALCE: Yeah, so only if you  
23 have the answers, you know, readily available we need  
24 to discuss it. Otherwise, we will answer the  
25 question in the amendment. If you guys want to

1 address anything, it's up to you.

2 MR. MURAOKA: I'm Wayne Muraoka  
3 with the Corps of Engineers.

4 Question Number 2, the question was -- wanted  
5 to know the size of the Lav for P-3 Company House  
6 Residence Number 2. We are going to use 483  
7 millimeter wide by 432 millimeter front to back  
8 dimension, Vitreous China Oval Lav. That's a nominal  
9 19-inch by 17-inch, in English units.

10 Question Number 3, on the material type for the  
11 wall mounted ledge back enamel cast iron Lavs, we are  
12 still researching that, so we can have to get back to  
13 you.

14 Question Number 4, the answer is the same as  
15 Question Number 2. It's the same Lav, only thing  
16 it's for Company House Building 3 through 7.

17 And Question Number 5 is the same as Question  
18 Number 3, so we don't have an answer for that one.

19 For the other -- the next three questions -- I  
20 have some answers from the AE on down. So I will  
21 just read those off. We provide -- for question  
22 Number 6 --

23 MR. CABALCE: Could you read the  
24 question so everybody here can --

25 MR. MURAOKA: P-3, kitchen sink

1 handles specified as single lever type conflicts with  
2 plan schedule sheet MC-26 as two-handle.

3 And the answer is to provide a two-handle  
4 faucet with single-lever-type handles.

5 Question Number 7, the Soldier Community  
6 Building P-4, Service sink specified to be corner,  
7 floor-mounted square conflicts with Piping Diagram  
8 Sheet MC-22 and detailed MC-25.

9 And the answer is to provide a corner  
10 floor-mounted service sink as specified. So it would  
11 be revised to match the specs.

12 Question 8. Soldier Community Building P-5  
13 Laundry Tray is specified as enameled cast iron which  
14 conflicts with Detail 1/AC-9/AC-40 (stainless steel  
15 bowl). Is this 400 millimeter wide by 533.4  
16 millimeter front to back? No. Is this 600  
17 millimeter wide by 533.4 millimeter, front to back?

18 And the answer is to provide stainless steel 18  
19 gauge, Type 302, 600 millimeter left to right  
20 dimension by 533.4, front to back.

21 Questions 9 through 12, we have to get back to  
22 you on that.

23 On Question 13, the question is for Barracks  
24 Building BK-1 and BK-2. P-4 kitchen sink specified  
25 609.6 by 533.4. Is this 609.6 wide by 533.4 front to

1 back? Detail Sheet MB-18 seems to show small width by  
2 long front to back.

3 And the answer is, provide 609.6 millimeter  
4 left-to-right dimension wide by 533.4 millimeters  
5 front to back.

6 Question 14. Battalion Headquarters BN-1 and  
7 BN-2, P-2 Lavatory is specified -- for that question,  
8 we have to get back to you, also. That's the  
9 specified to be enameled cast iron ledge back. And  
10 we are still researching the answer to that  
11 question.

12 Question 15 for the Battalion Headquarters BN-1  
13 and BN-2, P-4 kitchen sink specified 609.6 by 533.4.  
14 Is this 609.6 wide by 533.4 front to back?

15 The answer is, yes. That is the -- it is 609.6  
16 millimeters wide by 533.4 millimeters front to back.

17 For Question 16, that concerned the water  
18 cooler section on the Specification Section 15400,  
19 page 36, page 39, page 40, page 46, and page 48.  
20 That was for various water coolers. And the  
21 dimensions given in the specs are nominal dimensions  
22 as far as the physical size.

23 Question 17. Section 15400, Page 48. P-8  
24 Service Sink. Specs call for a cast iron P-trap. So  
25 is this unit to be sitting directly on the floor or

1 wall-mounted type, sitting on a P-trap standard?

2 And the answer is for the servicing to be of  
3 the floor-mounted type.

4 Question 18, Section 15400, page 48, P-9, Hand  
5 Sink. Is it okay to submit Elkay's standard size of  
6 16 and three-fourths by 5 and-a-half, instead of the  
7 17-inch by 15-inch specified?

8 And the answer is, the dimensions shown on the  
9 specifications are actually nominal sizes.

10 Question 19 --

11 MR. CABALCE: -- Question 19 was  
12 submitted by Hydra-Air Pacific on 3 January.

13 MR. MURAOKA: I think that is going  
14 to be deleted from the specs. Because I am not sure  
15 what that field tank is for.

16 MR. CABALCE: Is somebody here from  
17 Hydra-Air Pacific? No, okay.

18 MR. MURAOKA: Question 19 is Civil,  
19 I guess. 19, 20 -- or--

20 MS. ARAKAKI: I don't know what  
21 this --

22 MR. CABALCE: 19 was the regular  
23 fuel tank?

24 MR. MURAOKA: Yeah, that's the one  
25 we are going to probably delete that from the specs.

1 MR. CABALCE: Question 20 was from  
2 Hawaiian Bitumuls on 4 January.

3 MS. KWOCK: Lynette Kwock Corps of  
4 Engineers.

5 Our geotechnical engineers states that it's  
6 going to be State Mix IV, Roman Numeral IV.

7 MR. CABALCE: Could you read the  
8 question?

9 MS. KWOCK: Question 20.

10 Per plan sheet CD-1, details 1 and 2, there is  
11 no specification as to which type of surface course  
12 is to be used. Please clarify which mix is to be  
13 used for each detail.

14 State Mix Roman Numeral IV will be used for  
15 both.

16 Question 21. Per Specification Section 02714,  
17 page 8, Table 1, it lists the use of State Mix IV and  
18 State Mix V as a surface course mix.

19 Please clarify which mix is to be used.

20 State Mix IV is to be used for all paving  
21 except for asphalt concrete curbs.

22 Question Number 22.

23 MR. CABALCE: That's from Hawaii  
24 Trenchless on January 5. Hawaii Trenchless submitted  
25 that question on 5 January.

1 MS. KWOCK: Can the microtunneling  
2 be replaced by auger boring? Auger boring is very  
3 accurate. Ground conditions are ideal for auger  
4 boring. The price will be about half price as  
5 microtunneling.

6 Because we don't have any guarantees as to the  
7 final product for the auger boring, such as meeting  
8 the -- is that invert elevations for the storm drain  
9 -- the storm drain structures, and also to insure  
10 there is no low points, we specified microtunneling  
11 for the accuracy. That's why we have microtunneling  
12 in certain areas.

13 MR. CABALCE: The next set of  
14 questions was from Familian, submitted on January 5.  
15 Some mechanical questions.

16 MR. MURAOKA: Okay, Question Number  
17 23, concerning page 36, P-3 Lavatory. This is the  
18 same question, actually, that was previously asked.  
19 And the question is what is the OD size of the  
20 lavatory? No size specified. And what type of  
21 drainage is required, strainer or pop-up? Both  
22 specified.

23 And the answer is it's supposed to a vitreous  
24 china oval, nominal size, 533 millimeter, 19 inches  
25 wide by 532 millimeters, which translates to 17

1 inches front to back dimension with a strainer-type  
 2 drain.

3 Question Number 24, as to the material type for  
 4 the cast iron wall-hung Lav, we are still researching  
 5 that.

6 Question 25, again, page 38, P-3 Lavatory.

7 What is the OD size of the Lavatory? No size  
 8 specified. And what type of drain is required?  
 9 Strainer or pop-up? Both specified.

10 And the answer is the same as Question 23.  
 11 Vitreous china oval, nominal size 483 millimeters or  
 12 19 inches wide, by 432 millimeters or 17 inches front  
 13 to back, with a strainer-type drain.

14 Question Number 26 is again the same question  
 15 as Question Number 24, as to the material type for  
 16 the cast iron wall hung Lav, and we are still  
 17 researching that.

18 Question Number 27 is page 40, P-2. Wheelchair  
 19 Lavatory. Is a 4-inch center to center or 8-inch  
 20 center to center faucet required?

21 And the answer is either type is satisfactory.

22 Question 28, P-7, Food Waste Disposal.

23 What is the horsepower of the disposal? Not  
 24 specified.

25 And the answer is, it's 373 watts, as shown on

1 the drawing which translates to one-half horse  
2 power.

3 Question Number 29, page 42, P-3, Urinal.

4 Specifications call for a flush valve urinal  
5 and a waterless urinal. Are both types required?

6 And the answer is to provide a flush type  
7 urinal.

8 Question 30, page 32 P-4. Lavatory.

9 What is the size of the lavatory? Not  
10 specified. What type of drain is required? Strainer  
11 or pop-up, both specified.

12 That one, we have to get back to you on that  
13 one.

14 Question Number 31, page 43, P-2.

15 What is the nominal size of the lavatory? No  
16 size specified.

17 And the answer is, it's going to be an oval  
18 nominal size, 483 millimeters wide, by 381  
19 millimeters front to back, which translates to 19  
20 inches by 15 inches.

21 Question 32, Page 44, P-3 bathtub.

22 What type of drain is required -- trip lever  
23 type or pop-up? Both specified.

24 And the answer is it can be either type.

25 Page 44, P-3 shower.

1           Verify if the tub spout is not a diverter  
2 type. Specifications call for the diverter to be  
3 integral with the valve.

4           And the answer is that the spout is not a  
5 diverter type.

6           Question 34, page 45, P-2 Lavatory.

7           Again, there is a question on the material type  
8 for the wall hung enamel cast iron lavatory. And we  
9 have to get back to you on that one.

10          Question 35, P-2A, Wheelchair Lavatory.

11          Is a 4-inch center to center or an 8-inch  
12 center to center faucet required?

13          And the answer is, either type is acceptable.

14          Question 36, page 48. P-9, Hand Sink.

15          Is a 4-inch center to center or 8-inch center  
16 to center faucet specified? That was not specified.

17          The answer is, either type is satisfactory.

18          Question 37, page 18, Paragraph 2.7, Traps.

19          Is a tubular brass P-trap acceptable in lieu of  
20 a threaded outlet P-trap for the lavatories?

21          And the answer is, yes.

22          Question 38, Storage Tanks, Section 15400,  
23 Paragraph 2.10.

24          The specifications require that the tanks be  
25 ASME-stamped for the working pressure. However, that

1 pressure is not identified in the specifications,  
2 plans, or any equipment schedules. Please advise  
3 what the working pressure is to be.

4 862 or 1034 kilopascals, which is 125 or 150  
5 PSI.

6 Please verify the tank capacities for COF-2, as  
7 they are slightly different from all the others. The  
8 smaller vertical tank is very close to the other  
9 buildings, less than 100 liters, 26 gallons.

10 It would be more economical to standardize the  
11 tank sizes.

12 Is there a plus or minus percent for the  
13 various tank capacities? Standard tank sizes by  
14 various manufacturers vary in size, but are within a  
15 few gallons of each other.

16 Is polyurethane foam on the tanks acceptable?

17 Section 15080 allows for Cellular Glass, but  
18 may not be considered a foam.

19 Would they need to be jacketed with metal?

20 And the answer to that question is, we are  
21 going to specify working pressure of 1034 kilopascals  
22 in the specifications for all of the water storage  
23 tanks, and for the tank capacity for COF-2, it will  
24 be revised to match the tank capacities for the other  
25 buildings, the other COF facilities.

1           And as to the capacity, the capacity can be  
2 greater than what is shown on the drawings, but it  
3 cannot be less than what is shown on the drawings,  
4 but the main thing is that the tank fits in the  
5 building, because the mechanic room space is very  
6 limited in those Company Operations Facilities.

7           And we're not going to allow the polyurethane  
8 foam insulation on the tanks. And they do not need  
9 to be jacketed with metal.

10           Question 39, Gas Water Heaters, Section 15400,  
11 Paragraph 2.9.

12           Would it be possible to provide water-tube type  
13 circulating heaters in lieu of storage-tank type  
14 heaters?

15           All of the water heating systems draw from a  
16 separate storage tank which is heated by circulating  
17 from a tank-type heater.

18           While this will certainly work, tube-type  
19 circulating heaters are designed specifically for  
20 such applications and can provide higher  
21 efficiencies, smaller space requirements, and reduce  
22 flue sizes. The four heaters in SCB-1 could easily  
23 be replaced by two circulating heaters that would  
24 take up much less floor space, require smaller flue,  
25 and less piping, all of which would greatly reduce

1 the installed cost.

2           There are also now available very high  
3 efficiency units, 88 percent or 97 percent in this  
4 size, 586 kilowatts, translates to 2 million BTUs  
5 that can modulate down as low as 25 percent of  
6 capacity and provide substantial energy savings over  
7 the specified 80 percent units.

8           And the answer to that is, no, we are not going  
9 to allow the circulating-type water heaters, because  
10 the storage in the water heater is required as part  
11 of the total water heater storage requirements in  
12 each building.

13           And on Question 40, on the plate heat  
14 exchangers, we'll have to get back to you on that.

15           MR. CABALCE:   Okay.  Recently, we  
16 received more questions.  For your information, since  
17 we are going to open the bids -- well, our plan is to  
18 open the bids on 9 February, we'll try to address all  
19 questions in the next amendment about two weeks from  
20 now, okay?  And give you guys a couple of weeks to  
21 look at the amendment and prepare your proposals.

22           Yesterday we received some questions from QN  
23 Electric Inc.  Unfortunately, we didn't have time to  
24 address those questions.

25           And also, I think we received somebody else?

1 MS. ARAKAKI: No, that's it.

2 MR. CABALCE: That's the last set  
3 of questions?

4 MS. ARAKAKI: Yes.

5 MR. CABALCE: That was the last set  
6 of questions that we received.

7 Is there anyone in the audience that wants to  
8 submit a question or ask a question right now?

9 (No response.)

10 If not, then --

11 Okay, this is another question from Dick  
12 Pacific. Point of contact is Bob Moon.

13 Okay, what is the estimated NTP date?

14 We would like to award the contract by May  
15 22nd. That's our goal. Okay? And the NTP will be  
16 issued as soon as we can get the bond. I mean,  
17 whoever is the successful bidder, right? That's  
18 pretty much it.

19 MS. ARAKAKI: Well, the bond is  
20 required -- I would have to check the solicitation --  
21 but it's usually 14 days after award.

22 And then we review the bonds, and if they are  
23 satisfactory, NTP is issued.

24 MR. CABALCE: His second question  
25 is, to what extent will the 20-foot-high dust barrier

1 be required? Please show on the site plan the  
2 location of required lineal footage.

3 Lynette, do you have any response to that?

4 To what extent will a 20-foot-high dust barrier  
5 be required? And please show on the site plan the  
6 location of required lineal footage for the dust  
7 barrier.

8 MS. KWOCK: I'll have to look at the  
9 plans.

10 MR. CABALCE: Okay, we'll have to  
11 get back to you with an answer to that.

12 Okay, is there any more questions?

13 MR. FRONNER: This is going back to  
14 the microtunneling.

15 MR. CABALCE: Austin, you want to  
16 give him a copy of that? He can write it down, but  
17 he can ask the question. But you can fill it in.

18 MR. FRONNER: Jack Fronner with  
19 Hawaii Trenchless.

20 Is there any way that you could use a hydraulic  
21 steering auger rig, and use a larger sleeve like  
22 maybe a 72-inch sleeve?

23 MS. KWOCK: The concern is low spots  
24 and inaccurate invert elevations. If you can  
25 guarantee us no low spots and the invert elevations

1 as shown on the plans, and without any dips in  
2 between the manholes, in my opinion, it would be  
3 acceptable. It's just that we don't -- we are not  
4 quite certain that it can be done.

5 How accurate is --

6 MR. FRONNER: We've done jobs here  
7 in Hawaii, and hit targets 400 feet away within half  
8 net. And that's left and right. It's very accurate.  
9 Technology has come along that you can put it right  
10 on the money.

11 MS. KWOCK: I will consider it.  
12 And I'll talk to you afterwards.

13 MR. CABALCE: So can you submit that  
14 question in writing so we can record it?

15 Any more questions?

16 If not, then, unless Bob, do you have anything  
17 else to say? Or Lynn? Nothing else?

18 Okay, then that's it. Okay.

19 (The proceedings were adjourned at 1:40 p.m.)  
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22  
23  
24  
25