

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. AM-0002	3. EFFECTIVE DATE 24-Feb-2003	4. REQUISITION/PURCHASE REQ. NO. WX3JR9-1298-5099	5. PROJECT NO.(If applicable)	
6. ISSUED BY CODE DACA83 <small>CT. CONST/A-E CONTRACTS BR USAED, HONOLULU BLDG 200 (CA83) FT SHAFTER HI 96858-5440</small>		7. ADMINISTERED BY (If other than item 6) CODE See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)			<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO. DACA83-02-R-0006
			<input checked="" type="checkbox"/>	9B. DATED (SEE ITEM 11) 17-Jan-2003
				10A. MOD. OF CONTRACT/ORDER NO.
				10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. <p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR 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.</p>				
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: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> 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.) Indefinite Delivery Indefinite Quantity (IDIQ) Contract for Construction and Services for Medical Facilities, Honolulu Engineer District (HED) Area of Responsibility (AOR) See Page 2				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
			TEL: _____ EMAIL: _____	
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED	

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

- a. CHANGES TO THE SOLICITATION. Attached hereto are new and revised pages to the solicitation.

DELETED PROVISIONS/CLAUSES/PAGES. The following items are deleted from the solicitation.

Standard Form 1442 (front)

Block 13A, Additional Solicitation Requirements, is changed to read: 27 March 2003.

Section 00010: Delete all pages.

Added column to paragraphs 4 and 5.
Revised payment address.

Section 00100: Delete all pages.

Deleted provision 52.236-27, Site Visit (Construction) (FEB 1995)
Added provision 52.236-27 I, Site Visit (Construction) (FEB 1995) – Alternate I (FEB 1995)

Section 00120: Delete all pages.

Revised Evaluation Factors

Section 00800. Delete all pages.

Revised Clause S-36.36, Minimum/Maximum Value (Multiple Award) (OCT 2002)

Section 01000. Delete all pages.

Section 01451. Delete all pages.

Section 01900. Delete all pages.

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

Standard Form 1442 (front/back)

Section 00010 (all pages)

Section 00100 (all pages)

Section 00120 (all pages)

Section 00740, Sample Task Order

Section 00800 (all pages)

Section 00900 (AM-0002), Miscellaneous Attachment

Section 01000 (all pages)

Section 01451 (all pages)

Section 01900 (all pages)

Added drawings for Sample Task Order.

- c. The proposal due date is extended to March 27, 2003, 2:00 P.M., Hawaiian Standard Time.

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>		1. SOLICITATION NO. DACA83-02-R-0006	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 17-Jan-2003	PAGE OF PAGES 1 OF
IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.					
4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO. WX3JR9-1298-5099		6. PROJECT NO.	
7. ISSUED BY CT, CONST/A-E CONTRACTS BR USAED, HONOLULU BLDG 200 (CA83) FT SHAFTER HI 96858-5440		CODE DACA83	8. ADDRESS OFFER TO (If Other Than Item 7) CODE See Item 7		
TEL:		FAX:		TEL:	
FAX:		TEL:		FAX:	
9. FOR INFORMATION CALL:		A. NAME LINDA N OSHIRO		B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 808-438-8591	
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): Indefinite Delivery Indefinite Quantity (IDIQ) Contract for Construction and Services for Medical Facilities, Honolulu Engineer District (HED) Area of Responsibility (AOR)					
11. The Contractor shall begin performance within * calendar days and complete it within * calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See *See Each Individual) Task Order					
12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				12B. CALENDAR DAYS 14	
13. ADDITIONAL SOLICITATION REQUIREMENTS:					
A. Sealed offers in original and <u>1</u> copies to perform the work required are due at the place specified in Item 8 by <u>1400</u> (hour) local time <u>27 March 2003</u> (date). If this is a sealed bid solicitation, offers must 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 <input checked="" type="checkbox"/> is, <input type="checkbox"/> 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 <u>180</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.					

SOLICITATION, OFFER, AND AWARD (Continued)

(Construction, Alteration, or Repair)

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*

15. TELEPHONE NO. *(Include area code)*

16. REMITTANCE ADDRESS *(Include only if different than Item 14)*

See Item 14

CODE

FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS

SEE SCHEDULE OF PRICES

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)*

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

10 U.S.C. 2304(c)

41 U.S.C. 253(c)

26. ADMINISTERED BY

CODE

27. PAYMENT WILL BE MADE BY:

CODE

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return _____ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.

29. AWARD *(Contractor is not required to sign this document.)*

Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*

31A. NAME OF CONTRACTING OFFICER

(Type or print)

30B. SIGNATURE

30C. DATE

TEL:

EMAIL:

31B. UNITED STATES OF AMERICA
BY

31C. AWARD DATE

DACA83-02-R-0006
PROPOSAL SUMMARY

Offerors shall summarize the following information provided in Proposal Volumes I and II. Use additional sheets as necessary.

A. Volume I

1. Organization Chart, attach a copy of the proposed onsite management Organization Chart for this contract.

2. List all prime contractor key personnel that have been included in the Offeror's proposed construction team. Attach a copy of all letters of direction.

Name	Position
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

3. List all joint venture partners that have been included in the Offeror's proposed construction team (if applicable). Attach a copy of all contractual agreements.

Joint Venture Partner Name	Date of Agreement
_____	_____
_____	_____
_____	_____
_____	_____

B. Volume II

1. Workmen's Compensation Insurance Rates:

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

2. Performance and Payment Bond Calculation Schedule:

Range	Rate
_____	_____
_____	_____
_____	_____
_____	_____

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

4. Contract Management Costs (per year): (Identify all other fixed costs related to overall contract management, including key personnel*. The fixed costs includes labor, labor burden, fringe benefits, travel and transportation.

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

5. Field Office Management Costs (per year): (Identify all other fixed costs related to field office management, including key personnel*. The fixed costs includes labor, labor burden, fringe benefits, travel and transportation.

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

NOTES:

1. Any key personnel or joint venture partners identified in the Offeror's proposal in connection with performance of the subject contract shall be the same individuals or firms that are employed in performing the contract. The Offeror shall obtain the Contracting Officer's written consent before making any substitution for these key personnel or joint venture partners. Any request for substitution shall be in writing, shall allow 30 days for a response, and shall include the following: 1) the reason for the proposed substitution; 2) documentation demonstrating that the substitute possesses past performance, experience, personnel qualifications, and operating capacity at least equal to those of the entity that the substitute will replace; and 3) revised Proposal Summary page 00010-1 reflecting the proposed substitution. Any associated cost or time loss resulting from this substitution process shall be the responsibility of the Offeror and shall not be a basis for any claim.

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

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

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

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

a. Billing Office:

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

b. Payment Office address through March 31, 2003 will be:

US Army Engineer District, Honolulu
Attn.: Accounts Payable Branch (CEPOH-RM-FA),
Bldg. 230

Fort Shafter, Hawaii 96858-5440

Effective April 1, 2003, the payment office address will be:

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

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

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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.

(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; 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 provision)

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (MAY 2001)--ALTERNATE I (OCT 1997)

(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 that 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 revisions of proposals. (i) Offerors are responsible for submitting proposals, and any modifications, revisions, or withdrawals, 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 after conducting discussions with offerors whose proposals have been determined to be within the competitive range. 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. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

(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)

52.215-16 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)

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of one or more firm fixed-price Indefinite Delivery Indefinite Quantity contract(s) resulting from this solicitation.

(End of Clause)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)

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 **State of Hawaii**.

52.225-12 -- NOTICE OF BUY AMERICAN ACT REQUIREMENT-CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS. (MAY 2002)

(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--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 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 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, 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--
March 8, 2003, 8:00 A.M.

(c) Participants will meet at--
Participants will meet at the Tripler Army Medical Center, Facilities Management Branch, Room 2F318. All Contractors that wish to attend MUST contact Ms. Linda Oshiro at telephone no. (808) 438-8572, facsimile no. (808) 438-8588, or e-mail address linda.oshiro@usace.army.mil NO LATER THAN 6 Mar 03. Contractors shall provide full name and social security number. Questions regarding the solicitation should be submitted no later than 14 March 2003.

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-36.33 NOTIFICATION TO OFFERORS – ACCESS TO ARMY INSTALLATIONS.

All vehicle operators must be prepared to provide a valid driver's license, vehicle registration, certificate of insurance and current safety inspection to the security guard prior to entry to the Installation. Offerors should anticipate a delay in entering the Installation and allow sufficient time when attending a site visit or pre-proposal conference or hand delivering an offer.

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

(a) Physical Characteristics:

Provide rapid response to maintenance, major repair and minor construction situations relating, but not limited to, the civil, architectural, mechanical, plumbing, structural, electrical, HVAC, instrumentation, security and safety of medical facilities, primarily MEDCOM, and other Government facilities.

(b) Estimated Price Range: The estimated price range of this work is:

More than \$10,000,000.00

[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-1 POTENTIAL FOR ASBESTOS ABATEMENT (NOV 1998)

The Government is uncertain as to the presence of asbestos in the building(s) or structure(s) to be worked on by the Contractor. If asbestos is discovered during the work, it will be handled in accordance with statement entitled, "PRICE ADJUSTMENT FOR CONTINGENT SCOPE OF WORK", found in Section 00800 of this solicitation.

[End of Statement]

SECTION 00120

PROPOSAL SUBMISSION REQUIREMENTS
AND EVALUATION FACTORS

1.0 PROPOSAL

All proposals shall be in strict compliance with the requirements of this section.

1.1 Proposal Evaluation

The proposals received in response to this solicitation will be evaluated and ranked. Non-price factors will be evaluated according to the Offeror's understanding of and compliance with the data requested in this section.

Offerors are advised that the Government intends to award without discussions. Upon completing the evaluation of all proposals, the Contracting Officer will, in accordance with the provisions of this solicitation and applicable acquisition regulations, proceed to award without discussions. However, if discussions are determined necessary, the Contracting Officer will establish a competitive range and conduct discussions only 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.

1.2 Contract Award

The Government intends to award contracts to more than one responsible Offeror whose proposals have been determined to represent the best value to the Government, non-price and price factors considered. However, the Government reserves its right to award only one contract if it is determined to be in its best interest. The Government will implement a "Best Value" process that will involve a cost-technical tradeoff process.

2.0 PROPOSAL FORMAT

2.1 General

Proposals shall be submitted in three (3) separate envelopes. All proposal revisions shall be submitted as page replacements with revised text readily identifiable, e.g. bold face print or underlining. Proposal replacement pages shall be clearly marked "REVISED", shall show the date of revision, shall be submitted in the appropriate number of copies (e.g., if four copies of the original page was required, then four copies of the revised page will also be required), and shall be of a different color than the original pages they are to replace.

2.1.1 Volume I, Non-Price Proposal

One envelope shall be clearly marked, "VOLUME I, NON-PRICE PROPOSAL, RFP NO. DACA83-02-R-0006." It shall contain the Non-price Proposal, as described in paragraph 4.1, Non-price Factors. Offerors shall submit an original and six (6) copies of Volume I, except as noted below.

This envelope shall also contain Volume I-A, Sample Task Order. The plans and specifications for the Task Order are provided. The proposal for the sample task order shall be clearly marked "VOLUME I-A, SAMPLE TASK ORDER, RFP NO. DACA83-02-R-0006." Offerors shall submit an original and six (6) copies of Volume I-A.

Volume I shall also include the following items:

- One copy (certified as a true copy) of the Offeror's executed joint venture agreement and identify the size status for each member of the JV (if the Offeror is a joint venture).
- One copy of the Offeror's completed Section 00600, Representations and Certifications, using a printed copy of Section 00600 included in this solicitation.
- One copy of the Offeror's completed, if applicable, SF LLL, Disclosure of Lobbying Activities, using a printed copy of the SF LLL included as Appendix A in Section 00600.

2.1.2 Volume II, Price Proposal

The second envelope shall be clearly marked, "VOLUME II, PRICE PROPOSAL, RFP NO. DACA83-02-R-0006." It shall contain an original and two (2) copies of the data described in paragraph 4.2, Price Evaluation.

Volume II shall also include the following items:

- One original and two copies of the Offeror's completed Standard Form (SF) 1442, using a printed copy of the SF1442 included in this solicitation.
- One original and two copies of the Offeror's completed Section 00010, Proposal Summary, using a printed copy of Section 00010 included in this solicitation.

2.1.3 Volume III, Subcontracting Plan (Large Business Concerns)

If the Offeror is a large business concern, the Offeror shall submit a subcontracting plan in accordance with FAR 52.219-9 (See Section 00100, Appendix A for a sample).

The third envelope shall be clearly marked, "VOLUME III, SUBCONTRACTING PLAN, RFP NO. DACA83-02-R-0006". Volume III will not be evaluated or rated. Only the selected Offerors' plan will be reviewed and must be approved prior to award of the contract.

2.2 Table of Contents

Proposal volumes shall be tabbed. Each of the proposal volumes shall include a Table of Contents that includes the title of the subject matter discussed therein and the page number where the information can be found. The volumes shall be organized in the same order described in paragraph 4.0 of this Section. Each evaluation factor and subfactor shall be separately tabbed. Proposals that are not correctly tabbed may be considered non-responsive.

2.3 Proposal Presentation

2.3.1 General

Proposals shall completely address the requirements of the RFP. Elaborate format, binders, special reproduction techniques, and the like are not necessary. However, the proposal shall be neatly organized and bound. All pages, except divider tabs, shall be numbered. Except for divider tabs and revision sheets, as noted above, plain white 8-1/2" x 11" bond shall be used. However, if drawings or other graphics are included, Offerors may reduce them only to the extent that legibility is not lost.

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 in the tab for each factor or subfactor.

There is no limit to the number of pages in the non-price proposal. Pages shall be single-sided.

2.3.2 Lettering size

The proposal shall be typed. Type pitch shall be 10 pitch or larger.

3.0 PROPOSAL CONTENT

Offerors shall include sufficient details in the proposal, and shall present the details in the same order in which they are requested in this Section to permit the Government to promptly, completely, and accurately evaluate the proposal from both a technical and a management standpoint. Offerors shall identify any technical uncertainties and assumptions within the requirement set forth in this RFP, and Offerors shall provide specific proposals for the resolution of any technical uncertainties or assumptions so identified. The Government does not intend to make any assumptions concerning the Offeror's intent, capabilities, facilities, or experience. Clear identification of the pertinent details shall rest solely with the Offerors.

Offerors are cautioned that "parroting" of the RFP requirements with a statement of intent to perform does not reveal the Offeror's understanding of the requirement or his capability to satisfy it. The inclusion of "filler" material from previous proposals or commercial applications shall be avoided unless it has a direct application to the objective of this RFP.

Legibility, clarity, coherence, and contents are important. Offerors shall not submit verbatim sections of this RFP as part of their proposal. Offerors that disregard these standards unnecessarily delay the evaluation process and may be rejected by the Government after initial evaluation without receiving any further consideration.

3.1 Disclosure and Use of Data

Any information presented in a proposal that Offerors want safeguarded from disclosure to other parties must be identified and labeled in accordance with the requirements of Section 00100, FAR 52.215-1, "Instructions to Offerors--Competitive Acquisition", paragraph (e). The Government will endeavor to honor restrictions against release of information as requested by Offerors to the extent permitted under United States law and regulations.

3.2 Commitment After Award

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 personnel, subcontractors, cost factors, etc.) will be used throughout the duration of the contract and substitution of any item will require prior approval of the Contracting Officer.

4.0 EVALUATION FACTORS

All proposals will be evaluated on non-price factors and price. Offerors are required to provide data addressing all stated factors. If an Offeror does not have data relating to a specific factor, it shall be clearly stated. Offers that do not address all factors will be considered non-responsive and may not receive further consideration.

Non-price factors I, II, III, and IV are listed in descending order of importance. All subfactors within a factor are of equal importance. All sub-subfactors within a subfactor are of equal importance. Non-price factors are significantly more important than price.

- Non-price Factors

- Factor I, Technical Capability

- Subfactor A, Sample Task Order
 - Subfactor B, Cost Estimate Preparation
 - Sub-Subfactor 1, Format
 - Sub-Subfactor 2, Completeness
 - Sub-Subfactor 3, Technical Approach

- Factor II, Project Organization

- Subfactor A, Organization Chart
 - Subfactor B, Key Personnel

- Factor III, Experience and Past Performance

- Subfactor A, IDIQ Contracts
 - Subfactor B, Non-IDIQ Contracts

- Factor IV, Small Business Program

- Subfactor A - Extent of proposed small business subcontracting participation in the performance of the proposed contract.

- Subfactor B - Past performance in complying with Small Business Subcontracting Plan goals.

- Price Evaluation

4.1 Non-price Factors

Data provided in response to the non-price factors described below shall be included in Volume I, "Non-price Proposal". All references to Offeror shall include any proposed joint venture partners meeting the criteria stated in paragraph 4.1.2 below.

4.1.1 Relevant Experience

Relevant experience refers to maintenance, major repair and minor construction of medical facilities, including hospitals, clinics, ancillary

structures and related real property. Only projects demonstrating relevant experience will be considered in the evaluation.

4.1.2 Construction Team

The construction team shall include the key personnel who will serve as the daily local points of contact for the prime contractor and joint venture partners identified in the Offeror's proposal.

4.1.3 Factor I, Technical Capability

Data provided in support of this factor shall clearly demonstrate the Offeror's understanding of requirement for the Sample Task Order.

4.1.3.1 Subfactor A, Sample Task Order

Using the provided plans and specifications for the sample task order, prepare a submittal in response to the scope of work described in Section 00740. Offerors shall include in Volume I-A of the proposal, any information they need to demonstrate their understanding of the sample task order.

Offeror's proposals should be complete, addressing any and all factors relevant to performance of the proposed work on this task order and demonstrating the Offeror's understanding of the various factors affecting performance of the work, including a performance schedule.

4.1.3.1.1 Evaluation Standards

The Offeror's sample task order submittal will be evaluated for completeness and understanding of the requirements.

- Outstanding. The submittal is complete. The performance schedule is complete, reasonable, and logical, includes significant milestones and activities other than construction, and is in the form of a network analysis. The proposal includes a narrative description of the coordination required and the challenges faced. The narrative clearly demonstrates understanding of the working conditions and provides valid solutions addressing potential problems.
- Satisfactory. The submittal is complete. The performance schedule is complete, reasonable, and logical, includes some milestones and activities other than construction, and is in the form of a network analysis. The proposal includes a narrative description of the coordination required and the challenges faced. The narrative demonstrates understanding of the working conditions.
- Marginal. The submittal is complete. The performance schedule is reasonable, logical, includes milestones and activities other than construction, and is in the form of a bar chart; or a narrative was not provided, or the provided narrative only somewhat demonstrates understanding of the working conditions.
- Unsatisfactory. The submittal is incomplete; or the performance schedule is in the form of a bar chart; or the schedule (bar chart or network analysis) is not reasonable or logical. The schedule does not account for milestones and activities other than construction. A narrative was not provided or the provided narrative was inadequate.

4.1.3.2 Subfactor B, Cost Estimate Preparation

Offerors shall prepare a detailed cost estimate for the provided sample task order. The cost estimate shall support the price proposed and shall be presented in sufficient detail and cross referenced to clearly establish the relationship of the information provided to the price proposed. Offerors shall present the information in the same format they are intending to use on task orders if awarded a contract. At minimum, costs shall be separately identified as follows:

4.1.3.2.1 Direct Labor

Offerors shall list each discipline/job classification required to perform the work, include the number of hours for each, the actual labor rate per hour and the fringe benefit rate per hour for each, and all labor burden markups for each discipline/classification proposed.

4.1.3.2.2 Materials & Equipment

Offerors shall list all materials and equipment required to complete the sample task order, include quantities, hours of use, make and model number of equipment, and unit cost for each item listed.

4.1.3.2.3 Subcontractors

Offerors shall list all subcontracts by subcontractor name, type of service/construction to be subcontracted, and price of each. All proposed subcontractor costs must be provided in the same detail required for prime contractor costs.

4.1.3.2.4 Home Office Overhead

Offerors shall identify the home office overhead rate (%) used. The rate used here shall have a direct correlation to the data provided in Volume II.

4.1.3.2.5 Field Office Overhead

Offerors shall identify the field office overhead rate (\$/day) used, including contract management and field management costs. The rate used here shall have a direct correlation to the data provided in Volume II.

4.1.3.2.6 Performance and Payment Bond

The rate used here shall have a direct correlation to the data provided in Volume II.

4.1.3.2.7 Profit

Offerors are required to calculate profit using the EFARS 15.9 "Alternate Structured Approach to Weighted Guidelines Method." A sample worksheet is included at the end of this section as Attachment 2. This will be the required method for calculating profit on all negotiated task orders and modifications on this contract. Include a copy of the completed worksheet with the proposal.

4.1.3.2.8 Hawaii State General Excise Tax

The Hawaii State GE tax rate of 4.1666% (or the GE tax rate in effect at the time the task order is issued) shall be applied to all work in the state of Hawaii. This markup does not apply to work outside the state of Hawaii.

4.1.3.2.9 Evaluation Standards

The Offeror's cost estimate will be evaluated on presentation and content and will result in a single rating for this subfactor based on the evaluation of the three sub-subfactors.

- Outstanding. All sub-subfactors rated Favorable.
- Satisfactory. One sub-subfactor rated Unfavorable.
- Marginal. Two sub-subfactors rated Unfavorable.
- Unsatisfactory. All sub-subfactors rated Unfavorable.

4.1.3.2.9.1 Sub-Subfactor 1, Format

- Favorable. The estimate is well organized and easy to understand; and the cost breakdown described in this section is followed; and subtotals are used logically; and backup documentation is cross-referenced and easy to find.
- Unfavorable. The estimate is poorly organized or difficult to understand; or the cost breakdown described in this section is not followed; or backup documentation either does not exist or is not well referenced.

4.1.3.2.9.2 Sub-Subfactor 2, Completeness

- Favorable. The estimate includes costs for all of the work needed to complete the scope of work described in the provided sample task order plans and specifications and is consistent with the data submitted in Subfactor A.
- Unfavorable. The estimate fails to include significant cost items materially affecting the total price and/or is not consistent with the data submitted in Subfactor A.

4.1.3.2.9.3 Sub-Subfactor 3, Technical Approach

- Favorable. The individual components of the proposed costs, i.e. labor hours, wage rates, material quantities, unit prices, equipment use and cost, etc. are appropriate for the scope of work and level of effort needed to perform the required construction within the proposed performance duration.
- Unfavorable. The individual components of the proposed costs, i.e. labor hours, wage rates, material quantities, unit prices, equipment use and cost, etc. are inappropriate for the scope of work and level of effort needed to perform the required construction. The components are either too high or too low resulting in unbalanced pricing, overpricing or under pricing of the work.

4.1.4 Factor II, Project Organization

Offerors shall submit graphic and narrative descriptions of the proposed onsite staffing to manage and control the work on this contract. The minimum requirements for management staffing are described in Section 01000.

If an Offeror is awarded a contract, all key personnel that are included in the Offeror's proposal shall be used on the contract. Substitution or addition of any key personnel not included in a successful Offeror's proposal must be submitted for review and acceptance by the Contracting Officer prior to the start of work by that individual. The Contractor is informed that the Government will be allowed 30 days to respond. Any delays resulting from this post-award process shall be the responsibility of the contractor and shall not be a basis for any equitable contract adjustment.

4.1.3.1 Subfactor A - Organization Chart

Provide a diagram depicting the proposed onsite management organization. The chart shall clearly identify lines of authority and areas of responsibility. Include a narrative description of how the onsite management team will operate, and the specific duties and responsibilities of the key personnel, including provisions for managing a variable workload.

4.1.3.1.1 Evaluation Standards, Subfactor A

- Outstanding. The proposal includes all requested information for the subfactor. The narrative demonstrates a clear understanding of the variation in staffing levels needed to support the fluctuating workload for timely management and performance of pre-issue task order proposal estimating and negotiation, as well as post-issue task order construction. Alternative or reserve staff are available, who also meet or exceed the minimum qualification standards described in Section 01000.
- Above Average. The proposal includes all requested information for the subfactor. The narrative demonstrates a clear understanding of the variation in staffing levels needed to support the fluctuating workload for timely management and performance of pre-issue task order proposal estimating and negotiation, as well as post-issue task order construction.
- Satisfactory. The proposal includes all requested information for the subfactor. The narrative demonstrates an adequate understanding of the variation in staffing levels needed to support the fluctuating workload for timely management and performance of pre-issue task order proposal estimating and negotiation, as well as post-issue task order construction.
- Marginal. The proposal includes all of the requested information for the subfactor. The organization chart and descriptions are incomplete or authorities and responsibilities are not clear.
- Unsatisfactory. The proposal does not include all of the requested information for the subfactor. The required descriptive narrative does not accompany the organization chart, or vice versa.

4.1.3.2 Subfactor B - Key Personnel

Identify the individuals proposed to fill the key positions listed in Section 01000 which includes Project Manager, Contractor Quality Control

System Manager (CQCSM), Contract Safety Officer, Project Engineer, Project Superintendent, Quality Control Representative (QCR), and Site Safety Representative. Provide resumes for each individual. Resumes must support the individual's qualifications to perform in the identified position. Resumes shall include a list of projects completed by the proposed individual. The list shall include contract number, completion date, title, detailed description, dollar value, and position held. Preference will be given to individuals with past relevant experience (see paragraph 4.1.1).

4.1.3.2.1 Letters of Direction/Commitment

Provide copies of letters of direction/commitment to each key personnel from an appropriate officer of the company.

4.1.3.2.2 Evaluation Standards, Subfactor B

Letters of Direction will not be separately rated. However, the data provided will be used to supplement the data provided for Subfactor B and will affect the final rating of this subfactor.

- Outstanding. The proposal includes all requested information for the subfactor. All proposed key personnel exceed the minimum qualification standards described in Section 01000.
- Above Average. The proposal includes all requested information for the subfactor. All proposed key personnel meet or exceed the minimum qualification standards described in Section 01000.
- Satisfactory. The proposal includes all requested information for the subfactor. All proposed key personnel meet the minimum qualification standards described in Section 01000.
- Marginal. The proposal does not include all of the requested information for the subfactor; or not all key personnel are identified; or identified personnel do not meet the minimum qualification standards described in Section 01000.
- Unsatisfactory. The proposal does not include all of the requested information for the subfactor. Not all key personnel are identified and not all identified personnel meet minimum qualification standards described in Section 01000.

4.1.5 Factor III, Experience and Past Performance

Data provided in support of this factor shall clearly demonstrate the Offeror's ability to meet the requirements of the contract based on its experience and performance history on relevant contracts, as described in paragraph 4.1.1.

For each of the contracts identified in Subfactors A and B below, a Contract Data Sheet shall be completed. This sheet is included as Attachment 1 to this specification section. All requested information must be provided. Failure to provide any of the requested data may be cause to eliminate a contract from consideration in the evaluation. Only the form provided as Attachment 1 will be accepted. Data submitted in any other format will be eliminated from consideration.

Additionally for Subfactor A, IDIQ Contracts, on a separate sheet, include a complete list of all task orders received on the IDIQ contract. Provide the

following information for each task order: task order number, title, brief scope of work, location, task order amount, task order duration, issue date, completion date, and final task order performance rating, if applicable.

If the Offeror intends to rely on its joint venture partner's past experience, the Offeror shall submit a Contract Data Sheet (Attachment 1) for the joint venture partner's relevant experience. In order to demonstrate the depth of its experience, Offerors may submit data for themselves and their joint venture partner for the same contract. However, the submission of data for multiple team members on the same contract will only be counted as a single contract.

4.1.5.1 Information Quality

Offerors should submit complete and accurate information. The Government may elect not to request additional information to perform the evaluation.

4.1.5.2 Past Performance

For each of the contracts identified in Subfactors A and B below, indicate the final overall performance rating received on the applicable Contract Data Sheet. Only performance ratings for the Offeror will be considered. Provide documentation of the indicated rating in a separate tab. Undocumented performance ratings may not be considered. The Government may use data provided by the Offeror and data obtained from other sources. While the Government may elect to consider data obtained from other sources, the burden of providing thorough and complete past performance information rests with the Offeror.

For Subfactor A, IDIQ Contracts, Offerors shall submit documented performance ratings for both the contract and all individual task orders within the contract, as issued by the Contracting Agency.

4.1.5.3 Customer Satisfaction

A customer survey sheet is provided at the end of this section as Attachment 3. Offerors shall complete Part A for each of the contracts identified for Subfactors A and B (max 8). Offerors shall send the partially completed forms to the Contracting Agency/Officer for completion of Part B. The respondent shall be instructed to return completed surveys directly to the Contracting Officer at the following address:

US Army Engineer District, Honolulu
CEPOH-CT-C
Attn: DACA83-02-R-0006, Customer Survey
Bldg. 230
Fort Shafter, HI 96858-5440

Fax: 808-438-8588

Respondents should be requested to return surveys by the closing date of the solicitation. Offerors are advised that they are responsible for ensuring timely receipt of completed surveys by the Government. Surveys that are not received may impact an Offeror's rating for this subfactor. Surveys received directly from offerors will not be considered in the evaluation. Only surveys submitted on the provided form (Attachment 3) will be considered.

A copy of page 1 of all survey sheets sent shall be included in this tab. Ensure that the reference number is completed on each survey sheet to correctly match surveys to the contracts listed.

4.1.5.4 Neutral Ratings

Offerors will not be rated favorably or unfavorably if the Offeror does not have a record of relevant past performance or information on past performance is not available. However, an Offeror with no past performance history may be considered less favorably than an Offeror with a favorable past performance history.

4.1.5.5 Subfactor A - IDIQ Contracts

Offerors shall identify IDIQ-type contracts (not task orders), demonstrating relevant experience, completed after 1998, or still underway and awarded prior to September 2002, in which they were/are the prime contractor. The selected contracts should demonstrate familiarity with the various types of work and conditions that may be encountered on this contract. Identify no more than 4 contracts.

4.1.5.6 Subfactor B - Non-IDIQ Contracts

Offerors shall identify contracts (not task orders) other than IDIQ-type, demonstrating relevant experience, completed after 1998, or still underway and awarded prior to September 2002, in which they were/are the prime contractor. The selected contracts should demonstrate familiarity with the various types of work and conditions that may be encountered on this contract. Identify no more than 4 contracts.

4.1.5.7 Evaluation Standards, Factor III

Subfactors A and B will be individually rated then combined into a single rating for this factor based on the evaluation of the two subfactors as follows:

- Satisfactory. Both subfactors rated Favorable.
- Marginal. One subfactor rated Unfavorable.
- Unsatisfactory. Both subfactors rated Unfavorable.

4.1.5.8 Evaluation Standards, Subfactors A and B

Past performance and customer surveys will not be separately rated. However, the data provided for this element will be used to supplement the data provided for Subfactors A and B and will affect the final rating of these subfactors. The Government may use data provided by the offeror and data obtained from other sources.

- Favorable. The Offeror has provided at least one (1) contract meeting the stated subfactor criteria and none of the final performance ratings are less than Satisfactory. Surveys were received for at least 50% of the contracts listed in Subfactors A and B (max 8). On all surveys received, none of the ratings for questions 2 through 9 were less than satisfactory.
- Unfavorable. None of the contracts provided by the Offeror meet the stated subfactor criteria or at least one of the submitted contracts received a less than Satisfactory final performance rating, or documented performance ratings were not submitted. Surveys were

received for less than 50% of the contracts listed in Subfactors A and B or on at least one of the surveys received, one or more of the ratings for questions 2 through 9 were less than satisfactory.

- Neutral. The Offeror has no past performance history meeting the stated subfactor criteria.

4.1.6. Factor IV, Small Business Program

Offerors shall submit data that demonstrate its use of Small Business Concerns for Subfactors A and B. Small Business Concerns include small disadvantaged businesses (SDB), women-owned small businesses, HUBZone small businesses, veteran-owned small businesses and service disabled veteran-owned small businesses.

4.1.6.1 Subfactor A - Extent of proposed Small Business participation in the performance of the proposed contract.

- If the offeror is submitting a proposal as a joint venture (JV), identify the size status of each member of the JV.
- Identify in terms of dollar value and percentage of the total proposed contract price, the extent of work the offeror will perform as the prime contractor. (For the purpose of this evaluation factor, assume that the contract price equals \$3M).
- Identify in terms of dollar value and percentage of the total proposed contract price, the work to be subcontracted to small business concerns, SDB concerns, women-owned small business concerns, HUBZone small businesses, veteran-owned small business concerns, service disabled veteran owned small business concerns, and if applicable, historically black colleges or universities/minority institutions (HBCU/MI).
- Provide a list of Small Businesses (SB), Small Disadvantaged Businesses (SDB), Women-Owned Small Businesses (WOSB), HubZone Small Businesses, Veteran-Owned Small Businesses (VOSB), and Historically Black Colleges or Universities/Minority Institutions (HBCU) which the Offeror proposes to use as a joint venture, teaming arrangement, or subcontractor if awarded a contract under this solicitation. The listing shall include the name, address, telephone number, and type of work each concern is anticipated to perform.

4.1.6.1.1 Evaluation Standards

- Acceptable. Offeror's proposal shows satisfactory level of effort and commitment to utilize small business concerns for this project. Specific small business firms to be utilized are identified.
- Not Acceptable. Offeror's proposal lacks effort and commitment to utilize small business concerns for this project. No listing of small businesses to be utilized is provided.

4.1.6.2 Subfactor B - Past performance in complying with Small Business Subcontracting Plan goals.

- Provide SF 294's, "Subcontracting Report for Individual Contracts" for projects of similar scope and magnitude.

4.1.6.2.1 Evaluation Standards

- Acceptable. All subcontracting goals were met or a satisfactory justification provided. Small business concerns will be given an acceptable rating.
- Neutral. Except in the case of small business Offerors, Offerors will not be rated favorably or unfavorably if the Offeror does not have a record of relevant past performance in complying with small business subcontracting goals.
- Not Acceptable. Subcontracting goals were not met and no satisfactory justification was provided.

4.2 Price Evaluation

Data provided in response to price shall be included in Volume II, "Price Proposal". All references to Offeror shall include any proposed joint venture partners meeting the criteria stated in paragraph 4.1.2 above.

4.2.1 General

Offerors shall submit the cost data identified below that they are proposing to use in the development of all cost estimates that this contract may require. The proposed cost data, if awarded a contract, shall be used for the life of the contract, subject to review and resubmittal at the discretion of the Contracting Officer. Offerors shall indicate the start date of their fiscal accounting period. All cost data will be reviewed at least annually, generally coinciding with this accounting period. Adjustments to the cost data, based on current documentation, may be considered subject to approval of the Contracting Officer.

Offerors are reminded that the cost factors included in this proposal will be contractually binding and are cautioned not to "low ball" any of the numbers in its proposal and estimate in order to come out with a low total cost. If awarded one of the contracts, the factors shown in this proposal will be used in all future task orders.

4.2.2 Workmen's Comp Insurance

Offerors shall submit premium statement(s) from their insurance company(ies) identifying all workmen's compensation insurance in effect at the time of this solicitation. Successful offerors will be required to maintain current premium statement(s) on file with the Contracting Officer throughout the life of the contract.

4.2.3 Performance and Payment Bond

Offerors shall submit a statement from their surety defining the bond rate(s) in effect at the time of this solicitation. Successful offerors will be required to maintain current bond rates on file with the Contracting Officer throughout the life of the contract.

4.2.4 Home Office Overhead

Offerors shall submit their proposed home office overhead rate, including all data and calculations used in arriving at that rate. Home office overhead components shall comply with FAR Part 31.

4.2.5 Contract Management Fixed Costs

Offerors shall submit their proposed fixed cost elements relating to the management of the contract, i.e. Project Manager, CQCSM, Contract Safety Officer. These costs shall be complete, including labor, labor burden, fringe benefits, travel and transportation. Provide the daily (calendar day) rate and annual rate and a breakdown of all cost elements proposed for each of the key personnel proposed in Volume I, Factor II, Subfactor B.

4.2.6 Field Office Management Fixed Costs

Offerors shall submit their proposed fixed cost elements relating to the management of task orders, i.e. Project Engineer, Project Superintendent, QCR, Site Safety representative. These costs shall be complete, including labor, labor burden, fringe benefits, travel and transportation. Provide the daily (calendar day) rate and annual rate and a breakdown of all cost elements proposed for each of the field office management key personnel proposed in Volume I, Factor II, Subfactor B.

4.2.7 Determination of Relative Price

As a measure of relative price, the Government will apply the following formula to the cost factors submitted in Section 00010. (Offerors shall ensure the data in Section 00010 is complete and accurate. Failure to provide the requested data in Section 00010 in the requested format may be cause for a determination of non-responsiveness.) Offerors shall not compute Total Price. The Government will perform this calculation during its evaluation. The resultant number/total price will be used to compare the cost of doing business among all Offerors.

$$\begin{aligned} & \{ \text{Contract management cost}^* \\ & \quad + \text{(Field office management cost}^* \} \\ & \times (1 + \text{Home Office Overhead rate}^*) \\ & \times \frac{(1 + \text{Performance and payment bond rates}^{\text{e}})}{\quad} \\ & = \text{Total Price} \end{aligned}$$

* from Section 00010, Proposal Summary

^e bond based on \$3 million using the calculation schedule in Section 00010, Proposal Summary

*** End of Section 00120 ***

CONTRACT DATA SHEET
RFP No. DACA83-02-R-0006

The data provided on this sheet will provide supporting information for the Offeror's Experience and Past Performance (Factor III). Use this form to document projects for Federal, State, and Local governments, and/or private sector that have been completed or substantially completed after 1998, or still underway and awarded prior to September 2002 that are directly related to the various types of work that may be encountered on this contract, as required in this section of the solicitation.

Offeror's Name:

Phone Number:

Point of Contact:

Fax Number:

E-Mail Address:

Contract No:

Reference #: Vol I, Tab ____, Contract # ____

Contract Title:

Location:

Type of Contract (i.e. firm-fixed, price, cost reimbursable, IDIQ, etc.):

Contract Description:

Award Date:

Original Completion Date:

Actual Completion Date:

Award Amount:

Final Contract Price:

Was Offeror the PRIME or a SUB?

Percentage of Contract Performed by Offeror:

Type/scope of work performed by the Offeror:

Project Data Sheet

Overall Performance Rating:

Date of Evaluation:

Quality Awards, Letters of Appreciation/Commendation, Written Overall Performance Evaluations Received. List documents here, include document(s) in Volume I, Factor II, Past Experience and Past Performance tab.

Type and Extent of Subcontracting. List names of major subcontractors used.

Describe any other factors relevant to past experience or past performance that demonstrate the Offeror's capabilities and qualifications in relation to the proposed contract.

End user (i.e. DPW, BCE, etc.)

Point of Contact (Name & Title):

Phone Number:

Fax Number:

E-mail Address:

EFARS 15.9 "Alternate Structured Approach to Weighted Guidelines Method"

PROJECT:

CONTRACT: DACA83-02-R-0006

PROFIT FOR:

ESTIMATED BY:

FACTOR (a)	RATE (b)	WEIGHT (c)	VALUE (b x c)
1. Degree of Risk	20		
Very low		0.030	
Mod low		0.050	
Average		0.075	
Mod high		0.110	
High		0.120	
2. Relative Difficulty of Work	15		
Very simple		0.030	
Simple		0.040	
Average		0.075	
Complex		0.110	
Very complex		0.120	
3. Size of Job	15		
< \$100,000		0.120	
0.1 - 1.0 million		0.110	
1.0 - 2.0 million		0.100	
2.0 - 2.5 million		0.090	
2.5 - 3.5 million		0.080	
3.5 - 4.0 million		0.070	
4.0 - 4.5 million		0.060	
4.5 - 5.0 million		0.050	
5.0 - 10.0		0.040	
> 10 million		0.030	
4. Periods of Performance	15		
Short (< 30 days)		0.030	
Mod short		0.050	
Average		0.080	
Mod long		0.100	
Long (> 2 years)		0.120	
5. Contractor's Investment	5		
None		0.030	
Little		0.050	
Average		0.070	
Mod high		0.090	
High		0.120	
6. Assistance by Government	5		
None		0.120	
Small		0.090	
Moderate		0.070	
Mod large		0.050	
Large		0.030	
7. Subcontracting	25		
0%		0.120	
0% - 20%		0.100	
20% - 40%		0.080	
40% - 60%		0.050	
60% - 80%		0.030	
		TOTAL PROFIT	

CUSTOMER SATISFACTION QUESTIONNAIRE

PART A (to be completed by Offeror)

Reference #: Vol ____, Tab ____, Project # ____

Name of Offeror: _____

Contract Number/Contract Title /Location _____

Contract Description: _____

Award Date: _____

Original Completion Date: _____

Actual Completion Date: _____

Award Amount: _____

Final Contract Price: _____

% of work and type of work performed by the Offeror: _____

=====

PART B (to be completed by Respondent)

Organization Name: _____

Your Name: _____

Your Title: _____ Phone Number: _____

Your role on this contract: _____

Name and phone number of any additional person(s) who may or may not have a different opinion on this contractor's job performance.

1. Describe any special conditions affecting the work.

Circle the appropriate rating and provide supporting narrative below for questions 2 - 8

2. How would you rate the quality of construction in terms of compliance with the contract plans and specifications?

Unsatisfactory Marginal Satisfactory Very Good Outstanding

3. How would you rate the timeliness of performance, taking into account all excusable delays?

Unsatisfactory Marginal Satisfactory Very Good Outstanding

4. How would you rate the cost of the project, in terms of initial price reasonableness and control of changes and claims?

Unsatisfactory Marginal Satisfactory Very Good Outstanding

5. How would you rate the offeror's ability and cooperativeness in complying with other contract terms and conditions?

Unsatisfactory Marginal Satisfactory Very Good Outstanding

6. How effective was the Offeror's management of the administrative aspects of performance, such as communicating and performing routine coordination?

Unsatisfactory Marginal Satisfactory Very Good Outstanding

7. How would you rate the Offeror's willingness to cooperate with, and assist the customer in routine matters? Non-routine matters?

Unsatisfactory Marginal Satisfactory Very Good Outstanding

8. What is your assessment of the Offeror's business integrity?

Unsatisfactory Marginal Satisfactory Very Good Outstanding

9. How would you rate the overall performance of the Offeror? (Please provide comments, especially if Outstanding or Unsatisfactory)

Unsatisfactory Marginal Satisfactory Very Good Outstanding

10. Would you recommend using this firm for any future similar types of work for your organization, and why or why not?

Thank you very much for responding to this questionnaire. Please mail or fax your completed questionnaire to the following address:

US Army Engineer District, Honolulu, CEPOH-CT-C
Attn: DACA83-02-R-0006, Customer Survey
Bldg. 230
Fort Shafter, HI 96858-5440

Phone: 808-438-8572 (Ms. Linda Oshiro)
DACA83-02-R-0006 00120 - 20

Fax: 808-438-8588

SECTION 00740

SCOPE OF WORK

SAMPLE TASK ORDER NO. IDIQ-06-0001

1. TITLE: FY03 DHP Pkg T-14, Privacy Compliance, Radiology, Tripler Army Medical Center, Oahu, Hawaii

2. DESCRIPTION OF WORK:

This project will consist of the renovation of an existing radiology module currently being used for ultrasound examinations. The current spaces include two examination rooms, two changing areas, restroom, and staff work area. The project will entail demolition/renovation of the existing spaces into four examination rooms, a staff work area and relocated restroom. Work includes reconstruction of corridor walls, new sinks and plumbing that will require work on floor below in the ceiling area above an all-hours laboratory, and demolition of existing wall and floor ducts. The laboratory on the floor below is operational at all times (24 hrs a day/7 days a week). Work will also include preparing an area within the Radiology clinic for temporary ultrasound rooms, modifying the existing air conditioning, electrical and communications systems.

The project will be phased to keep the Radiology area operational during the renovation work. Some phases must be done on weekends or off-hours. Other phases may be done during normal hours. Details are shown in the plans. Employees, patients and visitors shall be isolated and separated from by-products of dust, fire and smoke during all renovation phases.

3. CONTRACTOR REQUIREMENTS:

The Offeror's Proposal shall address, at minimum, the following:

- a) The Offeror's proposed sample task order price and cost estimate;
- b) The Offeror's proposed performance schedule for the sample task order;
- c) The Offeror's demonstrated understanding of the sample task order work, identifying possible issues or clarifications that may be needed, and the follow on assumptions made or solutions proposed.

4. PERFORMANCE PERIOD:

The Offeror shall develop and justify the performance period in the proposed performance schedule, noted in 3.b) above.

5. GOVERNMENT FURNISHED ITEMS: None

6. PHASING REQUIREMENTS: See phasing identified in plans.

7. ATTACHMENTS: Plans and specifications dated 18 October 2002.

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EFARS

52-249-5000 BASIS FOR SETTLEMENT OF PROPOSALS

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 (to be designated within each task order) 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 **01 DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
3	2	3	2	2	1	1	2	2	2	2	5

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-36.34 VEHICLE REGISTRATION

1. All vehicles operating on Army Installations must have a valid registration, valid certificate of insurance, current safety inspection and be operated by a licensed driver. Vehicle operators shall be prepared to present these documents when requested by the security guard.

2. Contractor vehicles utilized in performance of the contract shall be registered with the Installation Provost Marshal for entry into any Army Installation. This includes contractor employees' privately-owned vehicles (POVs) used to travel to and from the job site. Employees will be allowed to register only one vehicle. It shall be the sole responsibility of the contractor to register vehicles with the Provost Marshal.
3. Prior to contract performance, the contractor shall provide the Contracting Officer with a list of company-owned vehicles, employee POVs, and any subcontractor vehicles to be registered. The Contracting Officer will prepare a request for vehicle registration to the Provost Marshal. Upon receipt of the signed request the contractor shall report directly to the Provost Marshal for vehicle registration. Contractor employees must report in person for registration of their POVs. The following documents will be required to be presented to the Provost Marshal for vehicle registration:
 - a. Contracting Officer's request for vehicle registration.
 - b. Valid Vehicle registration
 - c. Valid Certificate of Insurance
 - d. Current Safety Inspection
 - e. Valid driver's license
4. At any time contractor employees (or subcontractor employees) are operating contractor-owned vehicles on an Army Installation, they shall have in their possession a letter signed by a corporate officer authorizing the individual to drive the vehicle.
5. The Contracting Officer and the Provost Marshal office shall be notified of any changes in vehicles within three business days of the change.
6. In the event the Provost Marshal issues extended passes for vehicles, lost passes shall be reported immediately, in writing, to the appropriate Provost Marshal Office, in order to obtain new passes. Notification shall include all circumstances surrounding the loss of the original passes. All vehicle passes issued shall be returned to the Provost Marshal upon completion of the contract, termination of an employee or discontinued use of the registered vehicles.
7. Failure to follow the procedures outlined above may result in delays in entering Army Installations. The Government is not responsible for any adverse impact on the contractor or its operation as a result of delays due to the failure to register vehicles.

S-36.35 ORDERING PERIODS (OCT 2002)

Any contract awarded as a result of this solicitation will consist of a Base Ordering Period and Three (3) Optional Ordering Periods. The Base Ordering Period shall begin on the effective date of the contract and shall extend for a period of one year. The exercising of any Optional Ordering Period shall revise and extend the current contract duration by an additional year. The Contracting Officer reserves the right to exercise an optional ordering period at any time during the currently established contract duration.

S-36.36 MINIMUM/MAXIMUM VALUE (MULTIPLE AWARD) (OCT 2002)

- a. The maximum dollar value that the Government will order under all of the contracts awarded will be \$24,000,000.00. There is no maximum amount per base or option period. If the Government's requirements for services do not result in orders (under all of the contracts awarded) totaling the "maximum" amount, that event shall not constitute basis for an equitable adjustment under any contract.

b. The guaranteed minimum quantity in value of work which will be required under this contract, and which will be initiated by one or more task orders, shall be calculated based on the average amount per period [i.e. maximum dollar value of the contract divided by the number of periods (base period plus all option periods)] divided by the number of contracts.

The guaranteed minimum quantity for the base period of this contract is 2% of the average amount per period divided by the number of contracts. For each period thereafter, the minimum guaranteed amount would be 1% of the average amount per period divided by the number of contracts.

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-36.11 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-28.11 PERFORMANCE AND PAYMENT BONDS FOR INDEFINITE QUANTITY CONTRACTS (NOV 2002)

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

Within ten (10) calendar days following award of a task order, the contractor shall furnish the Government a Consent of Surety and Increase of Penalty to increase the amount of their existing bond. The amount shall be 100% of the individual task order award price. Any bonds furnished will be furnished by the Contractor to the Government prior to issuance of a Notice to Proceed by the Government.

[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-25 AWARD OF TASK ORDERS UNDER MULTIPLE AWARD CONTRACTS

a. More than one contract is being awarded for the same construction/services required under this contract. Each Contractor shall be afforded a fair opportunity to be considered for each task order in excess of \$2,500 unless one of the conditions in paragraph c. below applies.

b. The Government reserves the right to issue additional solicitations and award additional contracts within the region covered by this contract. In this event, new indefinite delivery indefinite quantity contractors, in accordance with the terms of their contracts, may compete for Task Orders with the Contractors selected under this solicitation.

c. The Government will provide all awardees a fair opportunity for consideration. In accordance with FAR 16.505(b), the Government will consider one or more of the following factors when determining which Contractor will be awarded the task order - the importance of these factors will vary depending upon the services to be performed

- (1) Past performance on earlier tasks under the multiple award contract;
- (2) Quality of deliverables;
- (3) Cost control;
- (4) Price;
- (5) Cost, or
- (6) Other factors that the contracting officer believes are relevant.

d. In accordance with FAR 16.505(b)(2), awardees need not be given an opportunity to be considered for a particular order in excess of \$2,500.00 under multiple delivery order contracts or multiple task order contracts if the Contracting Officer determines that -

- (1) The agency need for such supplies or services is such urgency that providing such opportunity would result in unacceptable delays;
 - (2) Only one such awardee is capable of providing such services required at the level of quality required because the services ordered are unique or highly specialized;
 - (3) The order should be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to a task order already issued under this contract, provided that all multi-awardees were given fair opportunity to be considered for the original order; or
 - (4) It is necessary to place an order to satisfy a minimum guarantee.
- e. If the contractor believes it was not fairly considered for a particular task order, the contractor may present the matter to the contracting officer. The contractor may appeal the explanation or decision of the contracting officer to the U.S. Army Corps of Engineers (USACE) Ombudsman at the following address:

Headquarters
 U.S. Army Corps of Engineers
 ATTN: CEPR-P (USACE Ombudsman)
 441 G Street, N.W.
 Room 3A14
 Washington, D.C. 20314-1000

The Ombudsman will review the contractor's complaint, and in coordination with the contracting officer, ensure that the contractor was afforded a fair opportunity to be considered for task order.

[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. 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

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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-19A U.S. ARMY CORPS OF ENGINEERS SAFETY AND HEALTH REQUIREMENTS MANUAL, EM 385-1-1 (AUG 2002)

This paragraph applies to contracts and purchase orders that require the contractor to comply with EM 385-1-1 (e.g., contracts that include the Accident Prevention clause at FAR 52.236-13 and/or other safety provisions). EM 385-1-1 and its changes are available at the following web site:

http://www.hq.usace.army.mil/soh/hqusace_soh.htm

The Contractor shall be responsible for complying with the current edition and all changes posted on the web as of the effective date of this solicitation.

Per EM 385-1-1 (latest version) Contractors shall ensure timely accident reporting is strictly adhered to. PODR 265 will be completed within 24 hours of all accidents (excluding first aid injuries). ENG 3394 forms will be completed within 5 days of lost time accident and forwarded to the Contracting Officer or Contracting Officer Representative. All accidents will be reported through the Honolulu Engineer District Safety Office, (808) 438-1316 within 24 hours of the incident.

[End of Statement]

S-18 ASBESTOS --- (OCCUPATIONAL HEALTH AND ENVIRONMENTAL)
(NOTE: Applicable when asbestos is presence and asbestos is identified in the specifications and/or drawings.)

(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 found at the end of this section.

(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]

S-17 ASBESTOS --- (OCCUPATIONAL HEALTH AND ENVIRONMENTAL)
(NOTE: Applicable when the presence of asbestos is uncertain.)

The Government is uncertain on the presence of asbestos at the time of award. The following paragraphs only apply if asbestos is discovered during the performance of the work. Refer to paragraph entitled PRICE ADJUSTMENT FOR CONTINGENT SCOPE OF WORK in Section 00800 for procedural information upon discovery of asbestos.

(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.

[End of Statement]

S-14 PRICE ADJUSTMENT FOR CONTINGENT SCOPE OF WORK

As of the time this contract is awarded, the Government is uncertain as to presence of asbestos in the buildings or any other structures to be worked on by the Contractor. Upon discovering presence of asbestos in any part of the structures, the Contractor shall notify the Government

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thereof as soon as practicable. Upon becoming aware of presence of asbestos in any part of the structures through the contractor's notice or otherwise, the Government shall modify the contract for asbestos abatement and make an equitable adjustment to the contract price as called under the contract clause entitled Changes.

[End of Statement]

52.231-5000 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE.
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 *[insert Roman numeral for the appropriate region of the schedule]*. 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. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

(End of clause)

52.249-5000 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.

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(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)

Section 00900
Miscellaneous Attachment
Questions and Answers

Q1. What is the specific experience that the Corps wants a person to gain in the 2, 5 or 10 years of DoD work of similar scope and size?

A1. See revised Sections 01000 and 01451.

Q2. Will the government award a contract to an offeror that has a "marginal" rating for one of the factors? And, will a "marginal" rating on any subfactor cause the entire factor to be rated "marginal"? For example, if received an "Outstanding" for subfactor A and a "Marginal" for subfactor B, will overall rating be "Marginal"?

A2. See revised Section 00120.

Q3. If non-military is considered is relevant experience, but personnel requires (10 years) DoD experience and/or IDIQ experience?

A3. See revised Sections 01000 and 01451.

Q4. Per paragraph 4.1 of Section 00120 of the RFP, it is noted, "all references to Offeror shall include any proposed joint venture partners meeting the criteria stated in paragraph 4.1.2." (Paragraph 4.1.2 define that "the construction team shall include the key personnel who will serve as the daily local points of contact for the prime contractor and joint venture partners identified in the Offeror's proposal.")

Are subcontractors considered as part of the construction team? The only mention of subcontractors is in Paragraph 3.2, which states, "By submission of an offer, the Offeror agrees that all items in its proposal (key personnel, subcontractors, cost factors, etc.) will be used throughout the duration of the contract and substitution of any item will require prior approval of the Contracting Officer."

If an Offeror intends to provide subcontractors' information to supplement its own, will their information be given the same level of consideration as either a prime contractor or a joint venture partner? Or does evidence of a binding teaming agreement or other contractual agreement, which creates legal responsibility on the part of the subcontractor, need to be provided before the Government will consider the past performance and experience of a subcontractor? If so, what information do they need to provide (i.e. same information requested of the Offeror for Factors 1 and 2)?

A4. No, reference deleted.

Q5. Section 3.2.3 states "The staff shall include a CQC System Manager will report directly to the project superintendent."

The offeror believes that a conflict of interest with concern to quality will occur if the CQCSM is required to report to the project superintendent. This is especially true when the Superintendent is authorized to act as the Site Quality Control Representative. This would mean that the QCR (Superintendent) would report to the CQCSM who is then responsible for reporting back to the Superintendent (QCR). The offeror believes that the CQCSM should report to the Project Manager to avoid such a reporting loop and to avoid a certain conflict of interest.

Section 00900
Miscellaneous Attachment
Questions and Answers

A5. See revised Section 01451.

Q6. There has been 4 individual task orders, individual worth \$1.0 million each, under one (1) IDIQ contract. Should offeror identify each task order as an independent contract, or offeror shall identify accumulative \$4.0 million (4 task order) as a one (1) IDIQ contract?

A6. The 4 task orders fall under ONE contract.

Q7. Please explain the difference between 4.2.5, and 4.2.6 on page 12 of Section 00120 of the solicitation. Except for the titles, the requirements are the same. How could that be?

A7. 4.2.5 is for Contract Management fixed costs, i.e. Project Manager, CQCSM, Contract Safety Officer.

4.2.6 is for Field Office Management fixed costs, i.e. Project Engineer, Superintendent, QCR, Site Safety Representative.

Q8. Volume I, Factor III, Subfactor B requests that a Small Business Subcontracting Plan be provided. However, Volume III also requests that Offerors submit a subcontracting plan. Please clarify whether a subcontracting plan should be provide in Volume I, or provided separately as Volume III and noted as such in Volume I.

A8. Volume III is the Subcontracting Plan -- only Large Business need to provide this. Volume I, Factor III, Subfactor B IS NOT a subcontracting plan, it requests data on past performance in regards to meeting subcontracting goals (Note this is now Factor IV, Subfactor B).

Q9. In regards to Attachments A and B, provided in Section 00120, it is stated that only the provided forms will be accepted and considered, and that data and surveys submitted in any other format may be eliminated from consideration. As the forms are provided in PDF format, it is not as convenient to enter information in them using a computer. Therefore, in the past, when provided such attachments, we have provided the requested information in a similar format and order, but using our company formats in MS Word. Is it possible to do the same in this RFP, or at the least create a similar form in MS Word for each of input? Please respond.

A9. No. Data must be submitted on the form provided in the RFP.

Q10. Per Paragraph 4.1.1 in Section 00120 of the RFP, the term “relevant experience” refers to “maintenance, major repair and minor construction of medical facilities, including hospitals, clinics, ancillary structures and related real property.” The same paragraph mentions “Only projects demonstrating relevant experience will be considered in the evaluation.” However, in regards to Factor II, Past Experience and Past

Section 00900
Miscellaneous Attachment
Questions and Answers

Performance, the factor will be evaluated on “past experience and past performance history on projects similar in size and scope to this contract, as described in Section 01000.” No reference is made to the projects also meeting “relevant experience” as defined in the aforementioned paragraph. Will the evaluation of Factor II be based only on the scope defined in Section 01000, with preference given to projects that meet the requirements of Paragraph 4.1.1, as similarly stated for Factor I, Subfactor B?

A10. This has been reworded in Amendment 2, it now says “relevant contract as described in paragraph 4.1.1.”

Q11. On a related issue, work in or around a hospital involves special attention and care, however, so does working in and around spaces occupied by high-ranking officials or on projects involving specialized equipment and/or methods (i.e. jet fuel facilities, hazardous material abatement, etc.). Such projects should also be considered relevant. In addition, being that this contract may involve work outside of the hospital, i.e., within ancillary structures and related real property, will the Government also consider experience on non-hospital projects, as defined in the scope of work noted in Section 01000?

A11. No. Only contracts meeting the definition of relevant experience will be considered.

Q12. Duration of the contract period, in regards to base period and option years. The dollar value of each contract awarded, in regards to minimum and maximum value of base and option years. The minimum and maximum dollar value of task orders to be issued under the contract.

A12. See Section 00800, Clause S-36.35, Ordering Periods and S-36.36, Minimum/Maximum Value.

Q13. In regards to the Subcontracting Plan to be submitted by large businesses as part of the proposal, on what Base Year contract amount do we base our subcontracting goals? Will there also be a requirement to define goals for Option Years?

A13. \$3M for base year and \$3M for each option period.

SECTION 01000

DESCRIPTION OF WORK

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

American National Standards Institute (ANSI):

ANSI C2 National Electric Safety Code

American Society of Heating, Refrigerating, and Air Conditioning Engineers (ASHRAE):

Handbooks Handbooks Refrigeration Fundamentals
HVAC System and Equipment
HVAC Applications

Standards Ventilation for Acceptable Indoor Air
Quality

Code of Federal Regulations (CFR)

29 CFR 1910 Occupational Safety and Health Standards
- General Construction

29 CFR 1926 Occupational Safety and Health Standards
- Construction Industry

Department of the Army, Corps of Engineers Manual (EM)

EM 385-1-1 Safety and Health Requirements Manual

Department of the Army, Corps of Engineers Regulation (ER):

ER 25-345-1 Military Publications System Operation
and Maintenance Documentation

Department of the Army Regulation (AR)

AR 385-40 Accident Reporting Standards

Department of the Army Technical Manuals (TM)

TM 5-810-1 Mechanical Design, Heating, Ventilating,
and Air Conditioning

TM 5-810-4 Compressed Air

TM 5-810-5 Plumbing

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TM 5-811-1 Electric Power Supply and Distribution
TM 5-811-2 Electric Design, Interior Electrical System
TM 5-811-14 Coordinated Power systems Protection
TM 5-815-3 Heating, Ventilation, and Air Conditioning (HVAC)

Military Handbooks (MIL-HDBK):

MIL-HDBK-1008C Fire Protection for Facilities Engineering, Design, and Construction
MIL-HDBK-1190 Facility Planning and Design Guide

National Institute of Technology and Standards

Handbook 135 Life Cycle Cost Analysis

National Fire Protection Association, Inc. (NFPA):

NFPA 70 National Electric Code
NFPA 80 Doors and Windows
NFPA 101 Safety to Life from Fire in Building and Structures

Building Codes (52.9101 - 4000 TM)

American Institute of Steel Construction (AISC)
American Concrete Institute (ACI)
Uniform Building Code (UBC)
Uniform Plumbing Code (UPC)
Uniform Mechanical Code (UMC)

Occupational Safety and Health Administration (OSHA)

29 CFR 1910, Publication V2206 OSHA General Industry Safety and Health Standards

29 CFR 1926 OSHA Construction Industry Standards.

One source of these regulations is OSHA Publication 2207, which includes a combination of both Parts 1910 and 1926 as they relate to construction safety and health. Contact the Superintendent of Documents, U.S. Government Printing

Office, Washington, D.C. 20402.

Tripler Army Medical Center (TAMC) Regulations

TAMC Reg 40-34	Management and Disposal of Regulated Medical Waste
TAMC Reg 40-35	Management and Disposal of Hazardous Waste
TAMC Reg 40-87	Hazardous Material/Waste Management Plan

Code of Federal Regulations (CFR)

National Emission Standards for Hazardous Air Pollutants (40 CFR, Part 61)

Federal Standard (Fed. Std. 313A, Material Safety Data sheets, Preparation and the Submission)

Federal Standard 795, Uniform Federal Accessibility Standards.

American Disability Act (ADA).

Installation Interior/Exterior Architectural Plans, USAG-HI.

1.2 GENERAL REQUIREMENTS

As described in other sections of this contract, the Government intends to award more than one contract. However, the Government reserves the right to award to only one contractor, if it is determined to be in its best interest. All references to "contract" in this section shall mean one of the multiple award contracts awarded to a successful Offeror.

These contract(s) will provide rapid response capability for maintenance, major repair and minor construction in a cost effective manner. The types of construction may include, but are not limited to, civil, architectural, mechanical, electrical, security, correction of safety concerns, asbestos and lead abatement, and structural.

- Civil construction such as, grading, water lines, sewer lines, paving/repaving roadways, sidewalks, parking lots, shore protection, stream bank stabilization, and dredging.
- Architectural construction such as, painting, roofing, renovation of interiors of existing buildings, new building construction.
- Mechanical construction such as, heating, ventilation, and air conditioning (HVAC) systems and components, refrigeration systems, material transport systems, automatic box conveyor systems, incinerators, fuel lines, elevators, escalators, dumb waiters, as well as plumbing systems including water, solid and hazardous waste control.
- Electrical construction such as, power and service supplies, distribution, and utilization systems (including lighting), power

generators and uninterrupted power supplies (UPS). Instrumentation work may include but is not limited to, plant management systems, using direct digital technology and fire alarm systems.

- Security construction such as, intrusion detection and surveillance systems.
- Correction of safety concerns such as, compliance with life safety codes, safety and hygiene, and fire suppression systems.
- Asbestos, lead-based paint, and petroleum-contaminated material abatement and disposal may be required.
- Structural effort may be required.
- Ancillary work necessary to support the repair project, such as demolition, or restoration of the work area to the condition prior to the repair action.

This objective will be achieved through the issuance of task orders under the terms of the contract.

1.3 DEFINITIONS

- Site Survey: An inspection of a facility to evaluate areas that need work.
- Site Survey Report: Documentation of the findings and recommendations resulting from the site survey and investigation of the proposed project.
- Feasibility Study: A study undertaken to determine the cost effectiveness of the proposed work.
- Proposal: Response to a Request for Proposal. A proposal may consist of conceptual plans for performance of the requested scope and/or costs to perform the requested scope.
- Work Plan: A detailed package consisting of the drawings, sketches, details, and/or specifications necessary to allow a third-party to perform the construction work.
- Construction: Execution of a set of plans, details, and specifications resulting in the repair or minor construction of a facility.
- Construction Task Order: A task order issued to perform work that includes construction and may include other types of work such as site survey, feasibility study, or work plan.
- Non-Construction Task Order: A task order issued to perform stand-alone work other than construction, i.e. site survey, feasibility study, work plan.

1.4 SUBMITTAL REQUIREMENTS

1.4.1 Non-Construction Actions

All submittals related to non-construction actions are described in Section 00720. The requirement for these submittals will be stated in the task order.

1.4.2 Construction-Related Actions

All submittals required for construction are described in Section 01330 and the various technical specifications that will be provided with the task order. The submittals listed on the Submittal Register found in Section 01330, Register: Main Register, shall be prepared to cover the requirements of the overall contract. The submittals listed on the Submittal Register, Register: Task Order, are required for each construction-related task order.

1.4.3 Submittal Requirement

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. The following shall be submitted in accordance with section 01330 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Organization Plan; G.

Provide a diagram depicting the proposed onsite management organization. The chart shall clearly identify lines of authority and areas of responsibility. Include a narrative description of how the onsite management team will operate, and the specific duties and responsibilities of the key individuals.

Identify the individuals proposed to fill the key onsite management positions listed in Section 01000. Provide resumes for each individual. Resumes must support the individual's qualifications to perform in the selected position.

Provide copies of letters of direction to each key personnel from an appropriate officer of the company.

If the information submitted in proposal Volume I, Factor I is current and complete, submit one copy of this information. However, if any of the proposal information is not current or requires revision, in addition to the copy of the proposal information, submit four copies of all additions and changes for Contracting Officer acceptance.

1.4.4 Electronic Media Submittals

All electronic data submittals shall conform to the following requirements.

Required data shall be submitted on 3 1/2" double-sided high-density diskettes formatted to hold 1.44 MB of data, under the MS Windows 95 operating system, or higher. Alternatively, CD-ROMs may be used. They shall conform to industry standards used in the United States. All data shall be provided in English. A permanent exterior label shall be affixed to each diskette or CD-ROM submitted. The label shall indicate the type of

data, full contract and task order numbers, task order name, task order location, and data date.

All submitted electronic media (floppy disks, CD-ROMs, etc.) containing computer data shall be free of all known computer viruses at the time of delivery. A compatibility certification and the name(s) and release date(s) of the virus scanning software used to analyze the delivery media shall be furnished to the Government. The release or revision date of the virus scanning software shall be the most current version that has detected the latest known viruses at the time of delivery of the media. If analysis of the delivery media by the Government finds evidence of incompatibility with Government systems or virus infection, the media will be returned to the Contractor. The Contractor shall resubmit the media at no additional cost to the Government.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL

- a. The work ordered through this contract will be for medical facilities including hospitals, clinics, ancillary structures and related real property within the jurisdictional execution authority of the Corps of Engineers, U.S. Army Engineer District, Honolulu.
- b. Each contract will be issued for a base period of 12 consecutive months from date of award, with provision for an additional 3 option periods, 12 consecutive months each. The combined total value of all task orders in all contracts issued will not exceed \$24 million. The award of an option period to any contractor is at the sole discretion of the Government.
- c. Issuance of a task order for services and work plans will constitute the Notice to Proceed (NTP). The issuance of a construction task order will constitute NTP if sufficient bonding is available. If sufficient bonding is not available, NTP will be issued upon receipt of acceptable bonds. The task order performance period starts on the date the order is signed by the Contracting Officer/Ordering Officer or issuance of the NTP. Work on a task order shall commence immediately upon receipt of the signed task order or NTP.
- d. Upon receipt of a task order NTP, the Contractor shall provide, all labor, materials, supplies, parts (to include system components), supervision, equipment, and related services, (except when specified as Government furnished), to perform all work in strict accordance with the terms, conditions, special contract requirements, specifications, drawings, attachments, and exhibits contained in the contract and task order or incorporated by reference. The scope of this contract covers a broad range of maintenance, major repair and minor construction work. The Contractor may be asked to meet milestones as required by the installation. Work will vary from site to site and may require extensive knowledge of the functional operation relating to the efficient use of the facility's equipment and support systems, and building structures. Some facilities may need to remain in full operation during the task order work. In these instances, the Contractor will be required to minimize interference with the daily

operations of the facilities.

e. In those task orders that the contractor is required to develop a "work plan" for proposed construction, the Contractor shall be familiar with, and all proposed work shall conform to, all applicable building and life safety codes (see paragraph REFERENCES). The Contractor shall be cognizant of any changes in the codes that impact the proposed work on the facility.

f. The Contractor's work and responsibility shall include all Contractor planning, programming, administration, and management necessary to provide all construction-related work (i.e. maintenance, repair, and/or construction) and other services as specified. The Contractor shall conduct all work in strict accordance with the contract and all applicable Federal, State, and local laws, regulations, codes, or directives. The Contractor shall provide related services such as preparing and submitting required reports, performing administrative work, and submitting necessary information as specified in this contract and within each task order. The Contractor shall ensure that all work performed meets the specified scope of work and any specifications or documents included with the individual task order.

g. The Contractor will be provided with a scope of work detailing the task(s) to be accomplished. The detail provided will vary from a general statement of what is required (with no drawings), to complete design documents (drawings and specifications), depending on the complexity and scope of the project. The Contractor will be required to use the information provided by the Government to prepare and submit a complete proposal reflecting the required task(s) to accomplish the provided scope of work, regardless of how much information is provided by the Government. Proposals may be requested requiring cost, time, and/or concept for the work. The submitted proposal shall be complete, to include all requested submittals and all cost factors, such as the labor, materials, equipment, and other costs, direct and indirect, necessary for performing the work required.

h. The Government will review all proposals and determine which contractor will be issued the work based on the proposal(s) received. The Government's objective is to issue task orders without negotiations. However, negotiations may be conducted if the Government determines it is necessary.

i. Upon issuance of a task order, the Contractor shall complete all work and services in accordance with the milestones established for each task order. Submittal dates, when applicable, will be included in the task order. Types and numbers of submittals, and dates and places for review meetings will also be stated in the task order.

3.2 PROJECT MANAGEMENT ORGANIZATION

3.2.1 General

The Contractor is responsible for ensuring that the contract is adequately staffed to manage all of the work issued to it in full accordance and compliance with the contract requirements. The Contractor shall maintain a management staff with abilities and experience comparable to the staff listed in the pre-award management proposal.

3.2.2 Organization Plan

The contractor shall submit an organization plan describing the onsite organization it intends to structure for managing this indefinite delivery, indefinite quantity contract. The plan shall include lines of authority, position responsibilities, and qualifications of the proposed staff. The project staff shall minimally consist of the key personnel listed below. Each of the individuals selected to fill these positions is subject to acceptance by the Contracting Officer.

3.2.3 Project Manager

The Project Manager shall be responsible for the contractor's overall management and coordination of this contract and shall be the central point of contact with the Government for performance of all work under this contract including warranty. The Project Manager shall oversee task order accomplishment, administer all instructions, and answer all questions from the Contracting Officer pertaining to the task orders during the life of the contract, including the warranty period. The Project Manager shall be responsible for the complete coordination of all work in this contract. The Project Manager will be responsible for ensuring that adequate internal controls and review procedures are followed in order to eliminate conflicts, errors and omissions, and for ensuring that all technical requirements are met. The Project Manager shall be assigned no other duties on this contract. Another individual may be designated to temporarily act for the Project Manager, however, forty-eight (48) hours advance notice in writing of such change shall be requested to the Contracting Officer, and no change shall be made without prior acceptance by the Contracting Officer.

The Project Manager shall have an accredited four-year college degree in engineering, related technical field, or business/management, and ten (10) years experience in managing and supervising construction contracts, of which at least five (5) years must be on Department of Defense construction contracts, and at least three (3) of those years must be on relevant contracts.

3.2.4 Project Engineer

A Project Engineer shall be assigned to assist the project manager with coordination and scheduling, and other management duties. The project engineer shall have no other duties but may be assigned to multiple task orders. This individual shall have an accredited four-year degree in engineering, or two (2) years experience in engineering or construction on relevant Department of Defense contracts.

3.2.5 Project Superintendent

A Project Superintendent shall be assigned to each task order. This individual shall have a minimum of five (5) years experience as a superintendent on Department of Defense construction contracts, of which at least three (3) years must be on relevant contracts. The project superintendent shall have overall responsibility for all operations on the task order, including coordination of multiple subcontractors, outages, and using agencies. The superintendent may have duties as task order QCR in addition to project supervision only if specifically allowed in the task order. Otherwise, the superintendent shall have no other duties, but may work on more than one task order at a time.

3.2.6 Quality Control

3.2.6.1 Contractor Quality Control System Manager (CQCSM)

The CQCSM shall have direct responsibility for the overall management of the contractor's entire Quality Control Program for this contract, as described in Section 01451. A staff of Quality Control Representatives shall support the CQCSM. All members of the CQC staff are subject to review and acceptance by the Contracting Officer.

3.2.6.2 Quality Control Representative (QCR)

A QCR shall be assigned to each task order and shall be physically present at the construction site at all times during construction. These individuals shall have responsibility for task order quality control and shall report directly to the CQCSM on all quality control matters. The QCR may have duties as task order superintendent in addition to quality control only if specifically allowed in the task order. Otherwise, the QCR shall have no other duties.

3.2.7 Safety

3.2.7.1 Contract Safety Officer

The Contract Safety Officer shall have direct responsibility for the overall management of the contractor's Safety Program for the entire contract, as required by the US Army Corps of Engineers Safety and Health Requirements Manual, EM385-1-1, and other applicable safety standards. This individual shall have a minimum of five (5) years experience in safety on Department of Defense construction contracts, of which at least three (3) years must be on relevant contracts. A staff of Site Safety Officers shall support the Contract Safety Officer. All members of the safety staff are subject to review and acceptance by the Contracting Officer.

3.2.7.2 Site Safety Representative

A site safety representative shall be assigned to each task order and shall be onsite at all times during construction. These individuals shall have responsibility for site safety on the task order and shall report directly to the Contract Safety Officer on all safety matters. The Site Safety Representative shall have a minimum of three (3) years experience in safety on Department of Defense construction contracts, of which at least one (1) year must be on relevant contracts. The site safety representative may be assigned other duties in the task order.

3.2.8 Additional Requirement

All of the above members of the Contractor's onsite management staff shall be familiar with the various codes and standards applicable to the facilities repair and construction tasks covered under this contract.

3.2.9 Organizational Changes

The Contractor shall maintain the onsite project management staff at full strength at all times. When it is necessary to make changes to the staff, the Contractor shall revise the Organization Plan to reflect the changes and submit the changes to the Contracting Officer for acceptance prior to

implementation.

3.3 CONTRACTOR RESPONSIBILITY

3.3.1 General

Upon issuance of a task order, the Contractor shall provide all labor, tools, equipment, transportation, materials, and supervision (except as otherwise noted or provided) to safely and efficiently perform the work described in the task order.

3.3.2 Task Order Execution

The Contractor shall be responsible for all work necessary to complete the task ordered, including site surveys, feasibility studies, calculations, work plans, construction work, equipment startups, and testing, repair, and/or training required for satisfactory completion of each individual task order.

3.3.3 Codes and Standards

All task orders completed in this contract shall be performed in accordance with the latest edition of all applicable federal, state, and local laws and regulations, whichever is most stringent.

3.3.4 Internal Controls

The Contractor shall maintain an internal control system for identification, preparation, reproduction, distribution, and maintenance of all documentation, schedules and information necessary for its internal management of the individual task orders and the total contract.

3.3.5 Presentations and Meetings

The Contractor shall be responsible for attending all meetings required by contract and those required by each task order.

3.3.6 Permits

The Contractor shall be responsible for identifying and obtaining all required permits from all Federal, State, local, or installation agencies prior to the start of work.

3.3.7 Cooperation/Coordination with Installation Staff

The Contractor may be required to work in conjunction with various installation staff personnel. The Contractor's Project Manager shall provide a briefing to the installation staff prior to starting work. The briefing will provide the scope of work of the task order and a schedule for completing the work. While the Contractor is onsite and construction is underway, weekly coordination meetings will be conducted with the installation's points of contact. The purpose of these meetings will be to anticipate and schedule all operations where mutual effort by both groups is required.

3.4 CONTRACTOR SELECTION

3.4.1 General

Work will be issued in the form of Task Orders using DD Form 1155, Order for Supplies or Services. The specific tasks to be performed will be identified in the task order documents. The Contracting Officer or Ordering Officer shall have the right to modify the requirements and performance periods of tasks in the task order. All task order submittals and end products are the property of the US Government. The Contracting Officer will be the final determining authority on the issuance of task orders.

3.4.2 Fixed Price Task Orders

3.4.2.1 General

In accordance with the solicitation provisions, all Contractors will be afforded a fair opportunity to be considered for each task order issued under these IDIQ contracts. Unless one of the conditions identified in Special Contract Requirements, S-25, Award of Task Orders Under Multiple Award Contracts, subparagraph d applies, all task orders will be issued under these IDIQ contracts through the use of limited competition.

3.4.2.2 Limited Competition Procedure

To facilitate the consistent and timely award of task orders, the following procedures will be used to the maximum extent practicable:

a) The Government will prepare and issue a request for proposal (RFP) for the proposed task order. RFP's may be written or oral. The RFP will describe the proposed Task Order work (may contain specifications and drawings relating to the Task Order work) and will identify a cut-off date/time before which the proposals must be submitted to the Contracting Officer. Upon receipt of an RFP, Contractors must submit a proposal. Each Contractor shall submit two complete copies of its proposal within a single sealed envelope. The Contractor shall identify on the outside of the envelope that the envelope contains the Contractor's proposal for the particular task order identified in the RFP.

b) All proposals will remain in the sealed envelopes until the date and time specified in the RFP. The Government's Evaluation Committee will open all envelopes on the specified date and time. The Evaluation Committee will evaluate the proposals submitted by all Contractors using the evaluation factors identified in paragraph 3.4.2.3 below.

c) The Government's objective is to issue task orders without negotiations. This determination will be made based on the recommendation of the Evaluation Committee. The Task Order will be issued to the selected Contractor and a letter sent to the non-selected Contractors informing them of the selection.

d) If issuance of a Task Order cannot be made without conducting discussions or negotiations, the Evaluation Committee will schedule discussions/negotiations with the Contractor(s) determined by the Evaluation Committee to be in the competitive range. At the conclusion of these sessions, the Contractor(s) will be instructed to provide revised proposals by a specified date and time. The revised proposals will be submitted and processed/evaluated as described in paragraphs a through c above. Based upon the recommendation of the Evaluation Committee, if the task order can

then be issued without further discussions or negotiations, the task order will be issued to the selected Contractor and a letter sent to the non-selected Contractors informing them of the selection.

e) Regardless of whether the task order is issued initially without any negotiations or issued after negotiations are conducted, if requested, the non-selected Contractors will be given an opportunity for a debriefing, at which time the reasons for non-selection will be reviewed.

3.4.2.3 Evaluation Factors

In determining which contractor will be issued any given task order, the Government Evaluation Committee will consider one or more of the following factors. The importance of each factor will vary depending upon the status of the contracts and the specific services to be performed under the specific task order.

- a) The Contractor's proposed task order price;
- b) The Contractor's proposed performance schedule for the task order;
- c) Impact to ongoing contract work when the new task order is incorporated into the Contractor's schedule;
- d) The Contractor's demonstrated understanding of the proposed task order work;
- e) The Contractor's past performance under the contract for all completed task orders; the Contractor's past performance on similar or related task orders completed under the contract; and the Contractor's current performance on similar or related task orders issued under the contract; and
- f) The existence of ongoing or scheduled work by a Contractor in the location where the task order will be performed.

Evaluation factors a through d must be addressed in the Contractor's proposal. The contractor need not address factors e and f in its proposal. Evaluation factor e addresses the Contractor's performance under the contract (this information will be maintained within the Government's contract records). Evaluation factor f involves the location where the task order work will be performed (these conditions will be assessed by the Evaluation Committee).

3.4.2.4 Proposal Submittal Requirements

The following information is provided to assist the Contractors in ensuring that proposals adequately address evaluation factors a through d.

- a) Proposals must reflect the total task order price and any separate prices for any optional or additive line items identified in the RFP. The proposed prices will be compared to each other as well as to the Government's Estimate for the task order.
- b) Proposals must contain a resource-loaded CPM (critical path method) schedule prepared in accordance with Specification Section 01320, "Project Schedule." The contractor's CPM schedule will be used to validate the

contractor's proposed performance duration for the task order. The submitted CPM schedule will be reviewed by the Evaluation Committee to evaluate the reasonableness of the Contractor's proposed task order duration and will serve as an additional indicator of the Contractor's understanding of the proposed task order work. The schedule shall include an assumed date of issue for the Task Order (normally seven (7) calendar days after the proposal submission cut-off date), include all significant features of the work, and result in a complete task order performance duration that can be used regardless of the exact date the task order is issued.

c) In addition to the CPM schedule for the specific task order, the Contractor shall also provide a separate resource-loaded CPM schedule that reflects all ongoing contract task order work that reflects how the Contractor proposes to incorporate the new task order with the ongoing task orders. The Government prefers that new task order work be accomplished with the ongoing contract work without delaying the completion of any of the ongoing, previously established task orders. However, if any ongoing task orders must be delayed as a result of incorporating the new task order into the schedule, the Contractor shall specifically identify the task orders that will be affected, the resulting delays, and the costs associated with those delays so that the affected task order schedules and the contract schedule can be modified appropriately should the Contractor be issued the work.

d) The schedules submitted by the Contractor will be used by the Evaluation Committee to evaluate the reasonableness of the Contractor's proposed task order schedule and duration, the impact of incorporating the new task order work into the ongoing contract schedule, and to indicate the Contractor's understanding of the proposed task order. The Contractor shall also provide sufficient cost detail within its price proposal to allow the Evaluation Committee to render a judgment concerning the Contractor's understanding of the proposed task order work.

3.4.2.4.1 Profit Determination

The required method for calculating profit on all task orders and modifications on this contract will be the EFARS 15.9 "Alternate Structured Approach to Weighted Guidelines Method." A sample worksheet is included at the end of this section as Attachment 1. Include a copy of the completed worksheet with all task order and modification proposals.

3.4.2.5 Notification of Non-Selection

Based upon the recommendation of the Evaluation Committee and subject to the availability of funding, a Task Order will be issued to one Contractor as the result of any given RFP. Within seventy-two (72) hours of issuing the task order, the Contracting Officer will send written notification to the non-selected Contractors of the selection. The non-selected Contractors will be afforded an opportunity for a debriefing if a written request is submitted to the Contracting Officer within seventy-two (72) hours after receiving the notice of non-selection. If the non-selected Contractors do not submit a written debriefing request within this timeframe, no debriefing will be conducted.

3.4.2.6 Non-Selection Debriefing

If the non-selected Contractors request a debriefing within seventy-two (72) hours after receiving the notice of non-selection, a debriefing will be scheduled. During the subsequent debriefing, the Evaluation Committee's reasons for non-selection for that specific task order will be reviewed with the non-selected Contractor(s). The purpose of the debriefing is not to change the Government's selection for that task order, but instead is intended to allow the contractor to identify and improve any identifiable weak areas in its proposal for subsequent task orders. Non-selection for award of any given task order shall not be subject to the Contract Disputes Act of 1978

3.4.2.7 Task Order Issue

The selected contractor will be issued a fixed-price, lump sum task order. The task order documents will identify the performance requirements, including any milestones and the required final completion date.

3.4.2.8 Notice to Proceed

The task order performance period starts on the date the order is signed by the Contracting Officer/Ordering Officer or receipt of NTP (if sufficient bonding is not available). Work on a task order shall commence immediately upon receipt of the signed task order or NTP.

3.4.3 Quality of Work Plans

When tasked to produce a work plan, contractors shall be responsible for ensuring the level of detail and quality provided in their work plans are sufficient to allow construction of the project by another contractor. Receipt of a task order to prepare a work plan will not automatically guarantee a contractor the task order to execute the construction. Furthermore, upon completion of construction from a contractor-prepared work plan, the government will evaluate the quality of the work plan. This evaluation will be factored into the task order performance evaluation of the work plan preparer and may affect the preparer's ability to obtain future task orders.

3.5 SUBMITTED SURVEYS, STUDIES, PROPOSALS, AND WORK PLANS

All submittals made in conjunction with this contract shall become the property of the Government.

3.6 ENVIRONMENTAL PROTECTION

All work shall be performed in accordance with Section 01430, Environmental Protection.

3.6.1 Smoking Policy

There will be no smoking within any Government facilities. However, if approved by the facility manager, a smoking area may be designated a minimum of 50 feet away from the facility and all material storage areas.

3.7 ASBESTOS AND/OR LEAD-BASED PAINT ABATEMENT (REMOVAL OR ENCAPSULATION)

When work is in areas suspected of containing asbestos, OSHA Standard 29 CFR 1910.1001 shall apply. OSHA Standard 29 CFR 1926.1101 requires that

asbestos be presumed to be present in all facilities constructed before 1980. Under this standard, where insulating or surfacing materials cannot be identified not to be or not to contain asbestos, they will be assumed to be or contain asbestos and appropriate safety procedures shall be taken. The contractor shall, when tasked to do so in the task order, undertake the sampling and testing required to make this determination as well as carry out the resultant abatement . The provisions of OSHA Standard 29 CFR 1926.22 shall apply to the handling of lead-based paint. The Contractor shall identify and abate lead-based paint when required to do so by the task order.

3.8 SITE SECURITY

The contractor is responsible for ensuring security at the worksite. The contractor shall maintain the site and all other contractor-controlled areas in such a manner as to minimize the risk of theft, vandalism, injury, or accident. The contractor shall comply with all Base security regulations.

3.9 PUBLIC AFFAIRS

The contractor shall not disclose any data generated or reviewed under this contract to any parties outside the contract. All requests for information concerning site conditions shall be referred to the Contracting Officer or Ordering Officer for comment.

END OF SECTION 01000

EFARS 15.9 "Alternate Structured Approach to Weighted Guidelines Method"

PROJECT TITLE:

CONTRACT No.:

TASK ORDER No.:

PROFIT FOR:

ESTIMATED BY:

FACTOR (a)	RATE (b)	WEIGHT (c)	VALUE (b x c)
1. Degree of Risk	20		
Very low		0.030	
Mod low		0.050	
Average		0.075	
Mod high		0.110	
High		0.120	
2. Relative Difficulty of Work	15		
Very simple		0.030	
Simple		0.040	
Average		0.075	
Complex		0.110	
Very complex		0.120	
3. Size of Job	15		
< \$100,000		0.120	
0.1 - 1.0 million		0.110	
1.0 - 2.0 million		0.100	
2.0 - 2.5 million		0.090	
2.5 - 3.5 million		0.080	
3.5 - 4.0 million		0.070	
4.0 - 4.5 million		0.060	
4.5 - 5.0 million		0.050	
5.0 - 10.0		0.040	
> 10 million		0.030	
4. Periods of Performance	15		
Short (< 30 days)		0.030	
Mod short		0.050	
Average		0.080	
Mod long		0.100	
Long (> 2 years)		0.120	
5. Contractor's Investment	5		
None		0.030	
Little		0.050	
Average		0.070	
Mod high		0.090	
High		0.120	
6. Assistance by Government	5		
None		0.120	
Small		0.090	
Moderate		0.070	
Mod large		0.050	
Large		0.030	
7. Subcontracting	25		
0%		0.120	
0% - 20%		0.100	
20% - 40%		0.080	
40% - 60%		0.050	
60% - 80%		0.030	
		TOTAL PROFIT	

SECTION 01451

CONTRACTOR QUALITY CONTROL

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

- | | |
|-------------|---|
| ASTM D 3740 | (1996) Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction |
| ASTM E 329 | (1995b) Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction |

INTERNATIONAL ORGANIZATION FOR STANDARDIZATION

- | | |
|---------------|--|
| ISO/IEC 17025 | (1999) General Requirements for the Competence of Testing and Calibration Laboratories |
|---------------|--|

U.S. ARMY CORPS OF ENGINEERS

- | | |
|----------------|--|
| EM 200-1-1 | (1994) Environmental Quality - Validation of Analytical Chemical Laboratories |
| EM 200-1-6 | (1997) Environmental Quality - Chemical Quality Assurance for Hazardous, Toxic and Radioactive Waste (HTRW) Projects |
| EM 1110-2-1906 | (1986) Laboratory Soils Testing |
| ER 1110-1-261 | (1999) Engineering and Design - Quality Assurance of Laboratory Testing Procedures |
| ER 1110-1-263 | (1998) Engineering and Design - Chemical Data Quality Management for Hazardous, Toxic, Radioactive Waste Remedial Activities |

1.2 DEFINITIONS

The Contractor's **Quality Control Program** shall apply to the entire contract, including individual task orders. The Contractor is responsible for quality control and shall establish and maintain an effective quality control program in compliance with the Contract Clause titled "Inspection of Construction." The quality control program shall consist of plans, procedures, and organization necessary to produce an end product that

complies with the contract requirements. The program shall cover all construction operations, both onsite and offsite, and shall be keyed to the proposed construction sequence.

The Contractor shall develop and implement a **Quality Control Plan** that documents the methods and procedures to be used to ensure quality construction throughout the contract.

Quality control on each task order shall be governed by a **Task Order-Specific Quality Control Plan**.

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. The following shall be submitted in accordance with section 01330 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Quality Control Plan; G.

Task Order-Specific Quality Control Plan; G.

1.2 PAYMENT

Separate payment will not be made for providing and maintaining an effective Quality Control program, and all costs associated therewith shall be included in the applicable unit prices or lump-sum prices contained in the Bidding Schedule.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 GENERAL

The project superintendent will be held responsible for the quality of work on the job and is subject to removal by the Contracting Officer for non-compliance with quality requirements specified in the contract and task order. The project superintendent in this context shall mean the individual with the responsibility for the overall management of the task order including quality and production.

3.2 QUALITY CONTROL PLAN

3.2.1 Contract Quality Control

The Contractor shall furnish for review by the Government, not later than 30 days after contract award, the Contractor Quality Control (CQC) Plan proposed to implement the requirements of the Contract Clause titled "Inspection of Construction." The plan shall identify personnel, procedures, control, instructions, test, records, and forms to be used. The Government will consider an interim plan for the first 90 days of operation. Construction will be permitted to begin only after acceptance of the CQC Plan or acceptance of an interim task order-specific plan applicable to the particular feature of work to be started. Work outside of the features of work included in an accepted interim plan will not be permitted to begin

until acceptance of a CQC Plan or another interim plan containing the additional features of work to be started.

3.2.2 Task Order-Specific Quality Control

The task order-specific quality control (QC) plan shall be submitted to the Contracting Officer for acceptance not later than 14 days, or an agreed to shorter period, after receipt of the task order notice to proceed. The task order-specific quality control plan shall be developed such that it applies to the specific conditions of the individual task order. Work on task orders shall not commence prior to receiving the Contracting Officer's written acceptance of both the contract Quality Control Plan and the task order-specific quality control plan.

3.2.3 Content of the CQC Plan

The CQC Plan shall include, as a minimum, the following to cover all construction operations, both onsite and offsite, including work by subcontractors, fabricators, suppliers, and purchasing agents:

- a. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three phase control system for all aspects of the work specified. The staff shall include a CQC System Manager who shall report to the project superintendent.
- b. A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities, and responsibilities. Copies of these letters shall also be furnished to the Government.
- c. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents. These procedures shall be in accordance with Section 01330 SUBMITTAL PROCEDURES.
- d. For all proposed QC materials testing laboratories the contractor must submit the current Certificate of Accreditation and Scope of Accreditation (Test Procedures/Methods Approved) from one of the nationally recognized accreditation authority listed in paragraph 3.7.2.1.a(1). The submitted accreditations shall include the test methods required by the Contract, and must be less than 2 years old. The contractor shall also submit proof that an audit of the laboratory was performed by an HED (or Materials Testing Center, Vicksburg, MS, MTC) Audit Team within the past 3 years, or have the laboratory audited by HED or MTC if not yet done, or if expired.
- e. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.

f. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures shall establish verification that identified deficiencies have been corrected.

g. Reporting procedures, including proposed reporting formats.

3.2.4 Content of the Task Order-Specific Quality Control Plan

The Task Order-Specific Quality Control Plan shall include, as a minimum, the following to cover all task order construction operations, both onsite and offsite, including work by subcontractors, fabricators, suppliers, and purchasing agents:

a. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function. Technicians responsible for sampling and testing of concrete shall be certified by the American Concrete Institute (ACI) or the Concrete Technicians Association of Hawaii (CTAH). Proof of certification shall be included in the task specific-quality control Plan. Personnel qualifications may be furnished incrementally as the work progresses, but in no case, less than fourteen (14) calendar days before personnel are required on the job.

b. A copy of the letter to the Quality Control Representative (QCR) signed by the CQCSM which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the QCR, including authority to stop work which is not in compliance with the contract. A copy of this letter shall also be furnished to the Government.

c. Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person responsible for each test.

d. A list of the definable features of work. A definable feature of work is a task that is separate and distinct from other tasks, has separate control requirements, and may be identified by different trades or disciplines, or it may be work by the same trade in a different environment. Although each section of the specifications may generally be considered as a definable feature of work, there are frequently more than one definable features under a particular section. This list will be agreed upon during the coordination meeting.

3.2.3 Acceptance of Plan

Acceptance of the Contractor's plans is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the Contractor to make changes in his CQC Plan, task order-specific QC plan, and operations including removal of personnel, as necessary, to obtain the quality specified.

3.2.4 Notification of Changes

After acceptance of the CQC and task order-specific QC Plans, the Contractor shall notify the Contracting Officer in writing of any proposed change. Proposed changes are subject to acceptance by the Contracting Officer.

3.3 COORDINATION MEETINGS

After the Preconstruction Conference, before start of construction, and prior to acceptance by the Government of the CQC Plan, the Contractor shall meet with the Contracting Officer or Authorized Representative and discuss the Contractor's quality control program. The CQC Plan shall be submitted for review a minimum of 7 calendar days prior to the Coordination Meeting. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both onsite and offsite work, and the interrelationship of Contractor's Management and control with the Government's Quality Assurance. Minutes of the meeting will be prepared by the Government and signed by both the Contractor and the Contracting Officer's Representative. The minutes shall become a part of the contract file. There may be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures that may require corrective action by the Contractor.

During the pre-work conference for each task order, the contractor and the Government will discuss the details and implementation of the task order-specific QC plan. The contractor's task order-specific QC plan shall be submitted at this meeting.

3.4 QUALITY CONTROL ORGANIZATION

3.4.1 General

The requirements for the CQC organization are a CQC System Manager (CQCSM), Quality Control Representatives (QCR), and sufficient number of additional qualified personnel to ensure contract compliance. The Contractor shall provide a QCR on each task order who shall be at the site at all times during progress of the work and with complete authority to take any action necessary to ensure compliance with the contract. All CQC staff members shall be subject to acceptance by the Contracting Officer.

3.4.2 CQC System Manager

The Contractor shall identify as CQC System Manager an individual within the onsite work organization who shall be responsible for overall management of CQC on the contract and have the authority to act in all CQC matters for the Contractor. The CQC System Manager shall be a construction person with a minimum of five (5) years experience in quality control on Department of Defense construction contracts, of which at least three (3) years must be on relevant contracts. The CQC System Manager shall be employed by the prime Contractor. The CQC System Manager shall be assigned no other duties. An alternate for the CQC System Manager shall be identified in the plan to serve in the event of the System Manager's absence. The requirements for the alternate shall be the same as the designated CQC System Manager.

3.4.3 Quality Control Representative

The Contractor shall identify as Quality Control Representative (QCR) an individual within the onsite work organization who shall be responsible for management of CQC on the task order and have the authority to act in all CQC matters on the task order for the Contractor. The QCR shall be a construction person with a minimum of three (3) years experience in quality control on Department of Defense construction contracts, of which at least one (1) year must be on contracts similar in size and scope to the task order. The QCR shall be on the site at all times during construction and shall be employed by the prime Contractor. The QCR may have duties as task order superintendent in addition to quality control only if specifically allowed in the task order. Otherwise, the QCR shall have no other duties. An alternate for the QCR shall be identified in the plan to serve in the event of the QCR's absence. The requirement for the alternate shall be the same as for the designated QCR.

3.4.3 CQC Personnel

In addition to CQC personnel specified elsewhere in the contract, the Contractor shall provide as part of the CQC organization specialized personnel to assist the CQC System Manager and QCR. Unless otherwise stated in the task order, these individuals, when required, may be employees of the prime or subcontractor; shall be responsible to the CQC System Manager and QCR; be physically present at the construction site during work on their areas of responsibility; have the necessary education and/or experience in accordance with the experience matrix listed herein.

Experience Matrix

	<u>Area</u>	<u>Qualifications</u>
a.	Civil	Graduate Civil Engineer with 2 years experience in the type of work being performed on this project or technician with 5 yrs related experience
b.	Mechanical	Graduate Mechanical Engineer with 2 yrs experience or person with 5 yrs related experience
c.	Electrical	Graduate Electrical Engineer with 2 yrs related experience or person with 5 yrs related experience
d.	Structural	Graduate Structural Engineer with 2 yrs experience or person with 5 yrs related experience
e.	Architectural	Graduate Architect with 2 yrs experience or person with 5 yrs related experience
f.	Environmental	Graduate Environmental Engineer with 3 yrs experience

- g. Submittals Submittal Clerk with 1 yrs experience
- h. Occupied family housing Person, customer relations type, coordinator experience
- i. Concrete, Pavements and Soils Materials Technician with 2 yrs experience for the appropriate area

If it is subsequently determined by the Contracting Officer that the minimum contract CQC requirements are not being met, the Contractor may be required to provide additional staff personnel to the CQC organization at no cost to the Government.

3.4.4 Additional Requirement

The CQC System Manager, all Quality Control Representatives, and any alternates shall have completed the course entitled "Construction Quality Management For Contractors" within the past 5 years. This course is periodically offered at the General Contractors Association of Hawaii.

3.4.5 Organizational Changes

The Contractor shall maintain the CQC staff at full strength at all times. When it is necessary to make changes to the CQC staff, the Contractor shall revise the CQC Plan to reflect the changes and submit the changes to the Contracting Officer for acceptance.

3.5 SUBMITTALS

Submittals shall be made as specified in Section 01330 SUBMITTAL PROCEDURES. The CQC organization shall be responsible for certifying that all submittals are in compliance with the contract requirements.

3.6 CONTROL

Contractor Quality Control is the means by which the Contractor ensures that the construction, to include that of subcontractors and suppliers, complies with the requirements of the contract. The CQC System Manager or QCR shall conduct at least three phases of control for each definable feature of work as follows:

3.6.1 Preparatory Phase

This phase shall be performed prior to beginning work on each definable feature of work, after all required plans/documents/materials are approved/accepted, and after copies are at the work site. This phase shall include:

- a. A review of each paragraph of applicable specifications.
- b. A review of the contract drawings.
- c. A check to assure that all materials and/or equipment have been tested, submitted, and approved.

- d. Review of provisions that have been made to provide required control inspection and testing.
- e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.
- f. A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawings or submitted data, and are properly stored.
- g. A review of the appropriate activity hazard analysis to assure safety requirements are met.
- h. Discussion of procedures for controlling quality of the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that feature of work.
- i. A check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.
- j. Discussion of the initial control phase.
- k. The Government shall be notified at least 2 workdays in advance of beginning the preparatory control phase for construction on Oahu. For construction in areas other than Oahu, a minimum of 7 calendar days advance notice is required. This phase shall include a meeting conducted by the QCR and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by separate minutes prepared by the QCR and attached to the daily CQC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

3.6.2 Initial Phase

This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

- a. A check of work to ensure that it is in full compliance with contract requirements. Review minutes of the preparatory meeting.
- b. Verify adequacy of controls to ensure full contract compliance. Verify required control inspection and testing.
- c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with required sample panels as appropriate.
- d. Resolve all differences.
- e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.

f. The Government shall be notified at least 1 workday in advance of beginning the initial phase for construction on Oahu. For construction in areas other than Oahu, a minimum of 7 calendar days advance notice is required. Separate minutes of this phase shall be prepared by the QCR and attached to the daily CQC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.

g. The initial phase should be repeated for each new crew to work onsite, or any time acceptable specified quality standards are not being met.

3.6.3 Follow-up Phase

Daily checks shall be performed to assure control activities, including control testing, are providing continued compliance with contract requirements, until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work that may be affected by the deficient work. The Contractor shall not build upon nor conceal non-conforming work.

3.6.4 Additional Preparatory and Initial Phases

Additional preparatory and initial phases shall be conducted on the same definable features of work if the quality of on-going work is unacceptable, if there are changes in the applicable CQC staff, onsite production supervision or work crew, if work on a definable feature is resumed after a substantial period of inactivity, or if other problems develop.

3.7 TESTS

3.7.1 Testing Procedure

The Contractor shall perform specified or required tests to verify that control measures are adequate to provide a product that conforms to contract requirements. Upon request, the Contractor shall furnish to the Government duplicate samples of test specimens for possible testing by the Government. Testing includes operation and/or acceptance tests when specified. The Contractor shall obtain the services of an industry-recognized testing laboratory accepted by the Honolulu Engineer District (HED), or may establish a testing laboratory at the project site acceptable to the Contracting Officer. No accepted Contractor's Quality Control (CQC) laboratory may act as both CQC materials testing laboratory and the Government's Quality Assurance (QA) laboratory on the same project. Additionally, tests contractually required to be performed by an industry-recognized testing laboratory shall not be accomplished by the Contractor-established on-site laboratory.

The Contractor's testing procedures shall include the following activities and shall record and provide the following data:

- a. Verify that testing procedures comply with contract requirements.

b. Verify that facilities and testing equipment are available and comply with testing standards.

c. Check test instrument calibration data against certified standards.

d. Verify that recording forms and test identification control number system, including all of the test documentation requirements, have been prepared.

e. Results of all tests taken, both passing and failing tests, shall be recorded on the CQC report for the date taken. Specification paragraph reference, location where tests were taken, and the sequential control number identifying the test shall be given. If approved by the Contracting Officer, actual test reports may be submitted later with a reference to the test number and date taken. An information copy of tests performed by an offsite or commercial test facility shall be provided directly to the Contracting Officer. Failure to submit timely test reports as stated may result in nonpayment for related work performed and disapproval of the test facility for this contract.

3.7.2 Testing Laboratories

3.7.2.1 Validation Requirements

Validation of QC laboratories is required to ensure that the QC laboratory is qualified to perform the tests required for this contract. Validation of a laboratory will consist of both inspection and validation audit

a. Inspection: An On-site examination of a laboratory will be performed by a Corps of Engineers audit team. The standards of acceptability are as follows:

(1) Materials Testing Laboratory: (Aggregate, Concrete, Bituminous Materials, Soil and Rock) Laboratories providing testing of these materials will be validated for compliance with ASTM E 329, ASTM D 3740, Engineer Manual EM 1110-2-1906, or project specifications, as applicable.

The QC testing laboratory performing the actual testing on the project must be accredited by one of the following laboratory accreditation authorities:

ICBO Evaluation Service, Inc. (ICBO ES)
Cement and Concrete Reference Laboratory (CCRL)
American Assoc. of State Highway & Transportation Officials (AASHTO)
National Voluntary Laboratory Accreditation Program (NVLAP)
American Association for Laboratory Accreditation (A2LA)
Materials Testing Center (MTC)-USACE Waterways Experiment Station (WES)

(2) Materials Testing Laboratory: (Steel and Other Construction Materials) Laboratories providing testing of these materials will be validated to ensure capability to perform tests required for project specifications and for compliance with ASTM E 329.

(3) Water Quality Laboratory: Laboratories engaged in routine (non-hazardous) analysis of water, wastewater, sludge, sediment, and other samples for chemical analysis will be inspected to ensure capability to perform analyses and have quality control procedures, as described in ER 1110-1-261 as appropriate. State and municipal certified laboratories performing these tests will be accepted. The use of analytical methods for procedures not addressed in ER 1110-1-261 will be evaluated by USACE Chemistry Quality Assurance Branch (CQAB), Omaha, Nebraska for conformance with project or program requirements.

(4) HTRW/Environmental Laboratory: Chemical quality assurance is required to ensure analytical data generated for this project meet high quality data satisfying the project specific data quality objectives, in accordance with ER 1110-1-263 and EM 200-1-6. Analytical laboratories within the 50 United State of America and its territories are required to obtain a USACE (Corps of Engineers) laboratory validation prior to start of field work or sample analyses and maintain the validation status throughout the response activities as outlined in EM 200-1-1, and at least every two years thereafter. Outside these areas, the analytical laboratory shall be certified to meet or exceed ISO/IEC 17025 requirements and be acceptable to the Contracting Officer, and in accordance to the current HED written policies and procedures establishing the validation method and certification period.

b. Validation Audit and Process: Validation is the process that HED uses to verify that the laboratory is qualified to perform required test procedures in this contract. A laboratory may be validated by auditing if it has been accredited by one of the accrediting agencies listed above within the past two years in accordance with ASTM E 329. The audit will be performed by either HED or MTC as follows:

(1) Auditing by HED: Provided a Hawaii laboratory has a current certification from one of the agencies listed in paragraph 3.7.2.1.a(1), a validation is obtained by an on-site laboratory validation inspection by the HED Audit Team for materials laboratories testing aggregate, cement, concrete, bituminous materials, soil and rock. There is no cost for this HED audit validation but allow a minimum 14 days advance notice for scheduling purposes.

Point of contact for obtaining a HED validation audit is:

- (I) Harley D. Rowe, (808) 438-1344, or
- (II) Raymond W. Kong, (808) 438-6953

at the following address:

U.S. Army Corps of Engineers
Bldg. 230, ATTN: CEPOH-EC-CQ
Ft. Shafter, Hawaii 96858-5440

For materials laboratories testing other than those listed in 3.7.2.1.a(1), the Contractor's laboratory must meet the requirements specified, subject to review and acceptance by the Government.

(2) Auditing or Inspection by MTC: If a validated laboratory is unavailable or the Contractor desires to use a laboratory that has not been previously validated that doesn't qualify under the requirements of paragraph 3.7.2.1.b, Contractor shall coordinate with the Corps of Engineers Material Testing Center (MTC) to obtain validation and must pay all associated costs. Inspection by MTC may be required after auditing if one or more of the critical testing procedures required by the project specification were not included in the agency inspection report or if there is any concern that the laboratory may not be able to provide required services. The Contractor is cautioned that the validation process is complicated and lengthy, requires an onsite inspection by MTC staff, correction of identified deficiencies, and the submittal and approval of significant documentation. Estimate a minimum of 60 days to schedule an inspection and receive validation. Cost of onsite inspections is \$2500 plus travel time and expenses from Vicksburg MS. Cost of audit is \$1500. If an onsite inspection is required following an audit, the cost of the inspection will be \$1500 plus travel time and expenses. The Contractor will be invoiced for actual travel costs and shall submit payment directly to the MTC made payable to the ERDC Finance and Accounting Officer prior to the scheduling of the inspection and/or audit. Costs are subject to change. For current costs, and obtaining inspection/audit request forms, access the MTC web site:
<http://www.wes.army.mil/SL/MTC/mtc.htm>

Point of contact at MTC is:

Daniel Leavell, telephone (601) 634-2496,
fax (601) 634-4656,
email: daniel.a.leavell@erdc.usace.army.mil

Address:

U.S. Army Corps of Engineers
Materials Testing Center
Waterways Experiment Station
3909 Hall Ferry Road
Vicksburg, MS 39180-6199

The Contractor shall furnish the Contracting Officer with a copy of all correspondence and submittals to the MTC for purposes of laboratory validation.

c. Validation Requirements

(1) An initial validation by HED must be performed prior to performance of testing and at least every three (3) years thereafter of all laboratories used by the contractor for testing aggregate, concrete, bituminous materials, soils, rock, and other construction materials,

(2) Laboratories performing water quality, wastewater, sludge, and sediment testing must be validated at least every eighteen (18) months.

(3) Any laboratory may be revalidated at any time at the discretion of the Corps of Engineers when conditions are judged to differ substantially from the conditions when last validated.

3.7.2.2 Capability Check

The Government reserves the right to check laboratory equipment in the proposed laboratory for compliance with the standards set forth in the contract specifications and to check the laboratory technician's testing procedures and techniques. Laboratories utilized for testing soils, concrete, asphalt, and steel shall meet criteria detailed in ASTM D 3740 and ASTM E 329.

3.7.2.3 Capability Recheck

If the selected laboratory fails the capability check, the Contractor shall reimburse the Government for each succeeding recheck of the laboratory or the checking of a subsequently selected laboratory. Such costs will be deducted from the contract amount due the Contractor.

3.7.3 Onsite Laboratory

The Government reserves the right to utilize the Contractor's control testing laboratory and equipment to make quality assurance tests and to check the Contractor's testing procedures, techniques, and test results at no additional cost to the Government.

3.7.4 Furnishing or Transportation of Samples for Testing

Costs incidental to the transportation of samples or materials shall be borne by the Contractor. Samples of materials for test verification and acceptance testing by the Government shall be delivered to a testing laboratory on the Island of Oahu, State of Hawaii, designated by the Contracting Officer. Coordination for each specific test, exact delivery location, and dates will be made through the Government field office.

3.8 COMPLETION INSPECTION

3.8.1 Punch-Out Inspection

Near the completion of all work or any increment thereof established by a completion time stated in the Special Clause entitled "Commencement, Prosecution, and Completion of Work," or stated elsewhere in the specifications, the CQC System Manager shall conduct an inspection of the work and develop a punch list of items which do not conform to the approved drawings and specifications. Such a list of deficiencies shall be included in the CQC documentation, as required by paragraph DOCUMENTATION below, and shall include the estimated date by which the deficiencies will be corrected. The CQC System Manager, QCR, or staff shall make a second inspection to ascertain that all deficiencies have been corrected. Once this is accomplished, the Contractor shall notify the Government that the facility is ready for the Government Pre-Final inspection.

3.8.2 Pre-Final Inspection

The Government will perform this inspection to verify that the facility is complete and ready to be occupied. The QCR shall develop a punch list of items that do not conform to the contract documents. The Government will review the punch list and add to or correct the items listed. The QCR shall incorporate Government comments and provide a Pre-Final Punch List. The Contractor's CQC System Manager or QCR shall ensure that all items on this

list have been corrected before notifying the Government to schedule a Final inspection with the customer. Any items noted on the Pre-Final inspection shall be corrected in a timely manner. These inspections and any deficiency corrections required by this paragraph shall be accomplished within the time slated for completion of the entire work or any particular increment thereof if the project is divided into increments by separate completion dates.

3.8.3 Final Acceptance Inspection

The Contractor's Quality Control Inspection personnel, plus the superintendent or other primary management person, and the Contracting Officer's Representative shall be in attendance at this inspection. Additional Government personnel including, but not limited to, those from Base/Post Civil Facility Engineer user groups, and major commands may also be in attendance. The Contractor shall notify the Contracting Officer at least 14 days prior to the proposed final acceptance inspection and shall include the Contractor's assurance that all specific items previously identified to the Contractor as being unacceptable, along with all remaining work to be performed under the contract, will be complete and acceptable by the date scheduled for the final acceptance inspection. The final acceptance inspection will be formally scheduled by the Contracting Officer based upon results of the Pre-Final inspection. Failure of the Contractor to have all contract work acceptably complete for this inspection will be cause for the Contracting Officer to bill the Contractor for the Government's additional inspection cost in accordance with the contract clause titled "Inspection of Construction".

3.9 DOCUMENTATION

The Contractor shall maintain current records providing factual evidence that required quality control activities and/or tests have been performed on each task order. These records shall include the work of subcontractors and suppliers and shall be prepared using government-provided software, QCS (see Section 01312), that includes, as a minimum, the following information:

- a. Contractor/subcontractor and their area of responsibility.
- b. Operating plant/equipment with hours worked, idle, or down for repair.
- c. Work performed each day, giving location, description, and by whom. When Network Analysis (NAS) is used, identify each phase of work performed each day by NAS activity number.
- d. Test and/or control activities performed with results and references to specifications/drawings requirements. The control phase should be identified (Preparatory, Initial, Follow-up). List deficiencies noted along with corrective action.
- e. Quantity of materials received at the site with statement as to acceptability, storage, and reference to specifications/drawings requirements.
- f. Submittals reviewed, with contract reference, by whom, and action taken.

- g. Off-site surveillance activities, including actions taken.
- h. Job safety evaluations stating what was checked, results, and instructions or corrective actions.
- i. Instructions given/received and conflicts in plans and/or specifications.
- j. Contractor's verification statement.

These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in the work and workmanship comply with the contract. Unless otherwise directed by the Contracting Officer the original and one copy of these records in report form shall be furnished to the Government daily within 24 hours after the date covered by the report, except that reports need not be submitted for days on which no work is performed. As a minimum, one report shall be prepared and submitted for every 7 days of no work and on the last day of a no work period. All calendar days shall be accounted for throughout the life of the contract. The first report following a day of no work shall be for that day only. Reports shall be signed and dated by the CQC System Manager or QCR. The report from the CQC System Manager or QCR shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.

3.10 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

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SECTION 01900

MISCELLANEOUS PROVISIONS

PART 1 GENERAL

The provisions of this section shall apply to each task order, as applicable. Additional special provisions for each task order will be provided, as required, with the task order.

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

CORPS OF ENGINEERS

EM 385-1-1 US Army Corps of Engineers Safety and Health Requirements Manual

Tripler Army Medical Center (TAMC) Regulations

TAMC Reg 40-34 Management and Disposal of Regulated Medical Waste

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Pre Construction Submittals

Progress Chart; G.

Progress Charts may be used on task orders valued at less than \$100,000 and with durations less than 4 months. Construction schedules for Task Orders that exceed these criteria shall be prepared using a network analysis system as described in Section 01320.

The Contractor shall prepare and submit for approval by the

Contracting Officer a progress chart in accordance with the CONTRACT CLAUSE entitled "SCHEDULE FOR CONSTRUCTION CONTRACTS" 7 calendar days prior to initiation of any work on a task order. Any material change to the progress chart must be approved in writing in advance by the Contracting Officer. Any proposed changes to the approved schedule shall be requested by the Contractor in writing a minimum of fourteen (14) calendar days prior to the proposed change.

Accident Prevention Plan; G.

Site-Specific Safety and Health Plan (SSHP); G.

SD-02 Shop Drawings

As-Built Drawings.

SD-06 Test Reports

Inspection of Existing Conditions.

A written report with color photographs noting the condition of the existing facilities at the time of the inspection. One copy of the report including photographs shall be submitted to the Contracting Officer, prior to construction.

SD-06 Test Records

Dust Control; G.

Method(s) of dust control.

Excavation/Trenching Clearance.

Prior to start of any excavation or trenching work, the Contractor shall obtain clearance, in writing, from the appropriate communications agency and base or area engineer. Copies of all correspondence shall be provided the Contracting Officer. Normal coordination time for obtaining the necessary permits is approximately fifteen (15) calendar days. The Contractor shall advise the Contracting Officer promptly when it appears that the normal coordination time will be exceeded.

Condition of Contractor's Operation or Storage Area.

The Contractor shall submit to the Contracting Officer photographs and/or videos depicting the condition of the Contractor's Operation or Storage Area.

1.3 CONTRACTOR QUALITY CONTROL

To assure compliance with contract requirements, the Contractor shall establish and maintain quality control for materials and work covered by all sections of the TECHNICAL REQUIREMENTS in accordance with Section 01451

CONTRACTOR QUALITY CONTROL. Records shall be maintained for all operations, including sampling and testing.

1.4 SAFETY

1.4.1 General

Site activities performed in conjunction with this contract may pose safety hazards that require specialized expertise to effectively address and eliminate. The Contractor shall be responsible for preparing and implementing an effective safety and health program throughout the entire duration of the contract, including any option period(s).

1.4.2 Accident Prevention Plan (APP)

The contractor shall prepare an Accident Prevention Plan in accordance with the provisions of FAR 52.236-13 (Section 00700) and Section 00800, paragraph S-36.18. The Accident Prevention Plan shall address the contractor's overall safety program for the entire contract. The APP shall consist of the forms and documents listed in Section 00800, S36.18, ACCIDENT PREVENTION PLAN, covering the overall safety considerations for the contract as a whole.

1.4.3 Site-Specific Safety and Health Plan (SSHP)

Upon issuance of each task order, the contractor shall prepare a site-specific safety and health plan addressing the safety aspects specific to the work ordered. Work on task orders shall not commence prior to receiving the Contracting Officer's written acceptance of both the contract Accident Prevention Plan and the site-specific safety and health plan.

The SSHP shall be prepared in accordance with the requirements specified in this section and shall comply with all federal, state, and local health and safety requirements, e.g., the Occupational Safety and Health Administration (OSHA) requirements (29 CFR 1910 and 1926) and the U.S. Army Corps of Engineers Safety and Health Requirements Manual (EM 385-1-1). The SSHP shall address those elements that are specific to the task order site that have potential for negative effects on the safety and health of workers, the public, and other personnel on site.

An Activity Hazard Analysis (AHA), POD Form 184-R, rev 16 Oct 98, shall be submitted for all phases of construction specific to the task order and worksite. Work on a construction phase cannot begin until the AHA is submitted and accepted.

The SSHP shall identify the individual responsible for jobsite safety. This individual shall be present at the jobsite at all times during construction. Copies of the accepted SSHP and Accident Prevention Plan shall be available at the jobsite at all times. The location of these plans shall be known to all workers. All workers shall receive a safety briefing covering applicable sections of these plans prior to the start of construction.

Daily safety and health inspections shall be conducted to determine if site

operations are conducted in accordance with the accepted SSHP and contract requirements. Results and observations made during these inspections shall be noted in the contractor's daily report.

1.4.4 Tuberculosis and Immunization Requirement

As part of the corporate Health and Safety Plan, all contractor personnel working within the Tripler Army Medical Center shall provide proof of a recent (with 6 months prior to starting work) negative IPPD (Mantoux Intermediate Strength PPD 5-TU) test. For those with a known positive IPPD test, TB clearance documentation shall be provided.

Contractor personnel shall also provide proof of immunity (two shots as a child or one as an adult) or blood titers (as proof of a history of disease) to mumps, measles and rubella. For Varicella (chickenpox), a verbal history of disease will be accepted. If unknown, proof of immunity as stated above must be provided.

Personal medical records shall be protected from disclosure in accordance all federal, state and county rules, regulation and laws.

1.5 AS-BUILT DRAWINGS

As-built drawings shall be in accordance with Section 01780, CLOSEOUT SUBMITTALS.

1.6 DUST CONTROL

When Section 02220, Demolition, is included in the task order, dust control shall be in accordance with Section 02220 DEMOLITION. Otherwise, the following shall apply: The amount of dust resulting from the Contractor's work shall be controlled to prevent the spread of dust to occupied portions of the construction site and to avoid creation of a nuisance in the surrounding area. Use of water will not be permitted when it will result in, or create, hazardous or objectionable conditions such as flooding and pollution. Measures shall also be taken for dust control along haul routes and equipment parking areas.

1.7 PROTECTION

The Contractor shall take all necessary precautions to ensure that no damages to private or public property will result from his operations. Any such damages shall be repaired or property replaced by the Contractor in accordance with the CONTRACT CLAUSES entitled "PERMITS AND RESPONSIBILITIES" and "PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS", without delay, and at no cost to the Government.

1.7.1 Warning Signs and Barricades

The Contractor shall be responsible for posting warning signs or erecting temporary barricades to provide for safe conduct of work and protection of property.

1.7.2 Protection of Grassed and Landscaped Areas

The Contractor's vehicles shall be restricted to paved roadways and driveways. Vehicles shall not be driven or parked on grassed and/or landscaped areas except when absolutely necessary for the performance of the work and approved in advance by the Contracting Officer. Grassed or landscaped areas damaged by the Contractor shall be restored to their original condition without delay and at no cost to the Government.

1.7.3 Protection of Trees and Plants

Where necessary, tree branches and plants interfering with the work may be temporarily tied back by the Contractor to permit accomplishment of the work in a convenient manner, so long as they will not be permanently damaged thereby. If this is not feasible, they may be pruned, subject to written approval by the Contracting Officer.

1.7.4 Protection of Building From the Weather

The interior of the building and all materials and equipment shall be protected from the weather at all times.

1.8 RESTORATION WORK

Existing conditions or areas damaged or disturbed by the Contractor's operations shall be restored to their original condition, or near original condition as possible, to the satisfaction of the Contracting Officer.

1.9 REMOVAL AND DISPOSAL

When Section 02220, Demolition, is included in the task order, removal and disposal shall be in accordance with Section 02220 DEMOLITION. Otherwise, the following shall apply: The Contractor shall salvage or recycle waste to the maximum extent practical as it relates to the capabilities of local industries. A record of the quantity of salvaged or recycled materials shall be maintained by the Contractor during the length of the project and submitted to the Contracting Officer at acceptance of the project. Quantities shall be recorded in the unit of measure of the industry. Reuse of materials on the site shall be considered a form of recycling. An example of such reuse would be the use of acceptable excavated materials as fill.

1.9.1 Title to Materials

Title to all materials and equipment to be removed, except as indicated or specified otherwise, is vested in the Contractor upon receipt of notice to proceed. The Government will not be responsible for the condition, loss or damage to such property after the Contractor's receipt of notice to proceed. Items indicated to be removed shall be removed and disposed of by the Contractor as indicated outside the limits of Government-controlled property at the Contractor's responsibility and expense before the completion and final acceptance of the work, and such materials shall not be sold on the site.

1.9.2 Rubbish and Debris

Rubbish and debris shall be removed from Government-controlled property daily unless otherwise directed, so as not to allow accumulation inside or outside the building. Materials that cannot be removed daily shall be stored in areas designated by the Contracting Officer.

1.10 INTERFERENCE WITH GOVERNMENT OPERATIONS

The Contractor shall establish work procedures and methods to prevent interference with existing operations within or adjacent to the construction area. Free passage into adjoining or adjacent buildings not in the contract will not be permitted except as approved by the Contracting Officer. Procedures and methods shall also provide for safe conduct of work and protection of property that is to remain undisturbed.

1.10.1 Coordination

The Contractor shall coordinate all work with the Contracting Officer to minimize interruption and inconvenience to the occupants or to the Government. Scheduling and programming of work will be established during the pre-construction conference.

1.10.2 Materials and Equipment

All materials and equipment required to complete the project shall be on hand before work is started.

1.10.3 Utilities and Facilities

All utilities and facilities within the construction area shall remain operable and shall not be affected by the Contractor's work, unless otherwise approved in writing in advance by the Contracting Officer.

1.10.4 Staking and Flagging Existing Utilities

The Contractor, prior to start of any excavation or trenching work, shall verify the location of all utility lines shown on the drawings which are within the areas of work, and shall mark, stake, or flag each utility line along trench alignments and under areas of excavation under this project, as approved. Utility lines so located shall be noted on the drawings.

1.11 CONTRACTOR'S OPERATIONS OR STORAGE AREA

Contractor's operations or storage areas shall be in accordance with Section 01500, TEMPORARY CONSTRUCTION FACILITIES.

1.12 INSPECTION

1.12.1 Final Inspection and Acceptance

The Contractor shall comply with the procedures for Completion Inspections outlined in Section 01451, Contractor Quality Control.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 General Notes

The following notes shall apply to all task orders issued on this contract:

- a) The Contractor shall verify all conditions and dimensions relating to the project/task order before commencing with the work.
- b) The Contractor shall promptly notify the Contracting Officer of any discrepancies and/or conditions that prevent him from fulfilling the terms of the contract.
- c) The Contractor shall patch and paint all surfaces that have been exposed from cutting and/or removal. Painting shall match the color and finish of the adjacent surfaces.
- d) All items and materials to be removed shall be done in such a manner as to prevent damages to items and materials that remain. All such damages shall be satisfactorily repaired at no extra cost to the Government.
- e) All waste materials shall be promptly removed and disposed of outside the limits of the Government property.
- f) The word "Replace" means that the Contractor shall remove existing work and provide new work as detailed or noted on the drawing.
- g) All work shown shall be "New" work unless indicated as "Existing" ("Exst"). All items shown in solid lines shall be considered "New" work. All items shown in dotted lines shall be considered "Existing" ("Exst").
- h) The Contractor shall have on hand all equipment and materials prior to starting the project/task order.
- i) The Contractor shall coordinate all activities with the Contracting Officer or his representative during construction. The Contractor shall submit at the beginning of the project/task order, an overall work schedule and shall provide fourteen (14) days written advance notice prior to beginning work in any area.
- j) All outage requests shall be made in writing to the Contracting Officer and Facilities Management Branch at least 14 days in advance of the planned outage. The Contractor shall not assume that a requested outage is approved without written confirmation from the Contracting Officer.
- k) All new materials shall be asbestos free. If any new material from this project/task order is later identified as asbestos-containing material (ACM), the Contractor shall be liable for all costs associated with the asbestos identification, asbestos abatement, and replacement

of the material. Exceptions are subject to approval by the Contracting Officer.

l) The Contractor shall store all flammable materials in accordance with the US Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, latest edition, Section 9. Flammables shall not be stored on site unless stored in an approved flammable storage locker per NFPA and 29 CFR 1910.

m) The Contractor shall have on hand all material safety data sheets (MSDS) prior to the start of work. At least two (2) copies shall be furnished to the Contractor Officer.

n) The Contractor shall ensure that with respect to any design, construction, goods, or services under this contract, as well as any subsequent task order issued under this contract, all information technology contained therein shall be Year 2000 compliant.

o) Hours of work, phasing, and contractor access to the work area shall be coordinated with Facility Management Branch for each task order. The Contractor shall expect to work other than normal working hours (1600-0800) on weekdays, and on weekends in order to minimize disturbance to hospital operations, staff, and patients.

p) Exposed conduits shall be painted to match the color and finish of adjacent surfaces.

q) The Contractor shall visit the site and is responsible to note all the existing wall types, ceiling types and expansion joints in his planned routing of any new electrical raceways prior to submitting his proposal. Coring and drilling through concrete or CMU walls or floors shall be done during weekends or other non-duty hours, as approved, to avoid disturbing the staff or patients. All costs to do electrical work in various types of ceilings, crossing expansion joints, and coring and drilling through existing concrete or CMU walls shall be included in the price of the proposal.

3.2 Safety Notes

The following notes shall apply to all task orders issued on this contract:

a) Openings in smoke/fire walls, floors, ceilings, and partitions for the passage of conduit, piping, cables, etc. are required to have fire-resisting and smoke-resisting capability in accordance with NFPA 101, Chapter 6.

b) The Contractor shall provide a minimum of 14 calendar days notice to Facilities Management Branch and the Tripler Safety Office prior to working on or disconnecting any sprinkler or fire alarm system, or other fire protection system.

c) The Contractor shall obtain a hot work permit from the Federal Fire Department prior to all hot work, including tar kettles and torch applications.

- d) Fire detection, alarm and extinguishing systems (smoke detectors, fire dampers, alarm devices, sprinklers, fire extinguishers, pull stations, etc.) shall not be relocated, removed, or connected without prior written approval from the Tripler Safety Office.
- e) Smoke detectors, heat detectors, and sprinklers shall not be covered or bagged by contractors. Facilities Management Branch shall be notified for proper disconnection of detectors when needed.
- f) The Contractor shall submit a dust control barrier plan prior to construction. Dust control barriers shall be non-combustible. (Exception: Fire retardant plastic sheeting may be used in limited applications with the prior written consent of the Tripler Safety Office.)
- g) The Federal Fire Department and Tripler Safety Office must be notified and a fire watch provided whenever an active fire alarm, automatic sprinkler system, or fire protection system will be out of service for more than four (4) hours in a 24-hour period, or as required by the authority having jurisdiction (AHJ).
- h) Flammables shall not be stored on site unless in an approved flammable storage locker per NFPA and 29 CFR 1910.
- i) In case of an actual fire alarm activation or fire drill, contractors are required as a minimum to clear corridors of equipment and proceed to the nearest exit until the all clear is given.
- j) Holes and penetrations must be fire stopped as the holes and penetrations are made. Fabricated openings shall be fire stopped on a daily basis and shall not be left without fire stopping until the end of the project/task order, etc. Fire stop material must be installed in accordance with the manufacturer's specifications.
- k) The fire alarm/extinguisher system shall be restored to full operation upon completion of the workday or during the extended breaks and on days when work will not be performed, i.e. weekends, holidays, and evenings.
- l) When written approval is granted to disconnect, remove, tamper with, or restore operations to the fire alarm/extinguisher system, prior notice shall be given to the Tripler Safety Manager, hospital information desk, Facility Management Branch and Federal Fire Department.
- m) Tripler's emergency power and emergency electrical receptacles (color coded yellow) shall not be used by the Contractor at any time, for any reason.
- n) Visitors and staff shall be protected from the vapors and any harmful health effects of the products being used and/or removed.
- o) Doors shall not be wedged or held open with holding devices.

p) The Tripler Safety Manager and his designee are authorized to intervene whenever conditions exist that pose an immediate threat to life or health, or pose a threat of damage to equipment or buildings.

q) Smoking is not allowed inside Tripler. However, if approved by the facility manager, a smoking area may be designated a minimum of 50 feet away from the facility and all material storage areas.

3.3 Notes on Concrete Cores thru Floor

The following notes shall apply to all task orders issued on this contract:

a) From the top of the slab, locate electrical conduits and reinforcing using non-destructive testing (NDT) method (magnetic imaging).

b) Drill pilot hole. Stop drilling if rebar or strand is hit. Note: Drill operator will know when rebar or strand is hit. The drill bit is likely to be damaged if it hits a prestressing strand but the strand will not suffer significant damage. However, the drill could go thru and damage a rebar.

c) Drill another pilot hole that clears the rebar and strand.

d) From the underside of the slab, locate prestressing strands and reinforcing around the pilot hole using NDT method. Adjust the final location of the hole based on clearance between the pilot holes and strand.

e) Drill or core the hole required.