

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER WX3JR9-2338-9967		PAGE 1 OF 11	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER DACA83-03-T-0005	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME CARRIE K WAKUMOTO		b. TELEPHONE NUMBER (No Collect Calls) 808-438-8591		6. SOLICITATION ISSUE DATE 16-Dec-2002	
9. ISSUED BY CONTRACTING DIVISION USAED, HONOLULU BLDG S230 (CA83) FT. SHAFTER HI 96858-5440		CODE DACA83		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A)		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
TEL: FAX:		SIC: 8711 SIZE STANDARD: \$4,000,000		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING		12. DISCOUNT TERMS	
15. DELIVER TO CONTRACTING DIVISION USAED, HONOLULU BLDG 230 FT. SHAFTER HI 96858-5440 TEL: FAX:		CODE		16. ADMINISTERED BY		CODE	
17a. CONTRACTOR/ OFFEROR		CODE		18a. PAYMENT WILL BE MADE BY		CODE	
TEL.		FACILITY CODE					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	23. UNIT PRICE
		SEE SCHEDULE					
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)			
				TEL:		EMAIL:	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED			33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			37. CHECK NUMBER
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42a. RECEIVED BY (Print)			
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	FACILITATOR SERVICES FOR THE DESIGN FFP CHARRETTE FOR THE FY04 MCA PN48784 WHOLE BARRACKS RENEWAL PROGRAM, PHASE 2D, SCHOFIELD BARRACKS, OAHU, HAWAII PURCHASE REQUEST NUMBER: WX3JR9-2338-9967	1	Lump Sum		

NET AMT

FOB: Destination

SCOPE OF WORK

SCOPE OF WORK

**FACILITATOR SERVICES
FOR THE DESIGN CHARRETTE
FOR THE
FY04 MCA PN 48784 WHOLE BARRACKS RENEWAL PROGRAM, PHASE 2D
SCHOFIELD BARRACKS, OAHU, HAWAII
6 December 2002**

Facilitator Services

Furnish necessary management, labor, supervision, materials, equipment, transportation, and any other incidental services required to facilitate one (1) Design Charrette for the FY04 MCA Project Number (PN) 48784 Whole Barracks Renewal Program, Phase 2D, Schofield Barracks, Oahu, Hawaii in accordance with the following Scope of Work.

Scope of Work

1.0 General Scope:

The Contractor shall perform as a facilitator for a design charrette for the FY04 MCA PN 48784 Whole Barracks Renewal Project, Phase 2D, Schofield Barracks, Oahu, Hawaii. The duration of the charrette is four (4) consecutive workdays. It is anticipated that the charrette schedule will fall on a Tuesday, Wednesday, and Friday; Thursday being an optional day that

can be utilized by in-house designers/estimators to incorporate changes, if any, to drawings and/or to budget. The charrette will be held in early January 2003. Specific dates are to be determined. The charrette team will consist of twenty-five (25) to thirty (30) participants from the Honolulu Engineer District (POH) Project Manager (PM); POH designers/estimators; Directorate of Public Works (DPW) personnel, U.S. Army Garrison; 30th Signal Battalion, Directorate of Information Management (DOIM); Outdoor Circle; State Historic Preservation Division (SHPD); and key military personnel occupying the buildings in the project.

Contractor Expertise:

The Contractor shall have a minimum of five (5) years of experience facilitating design charrettes. The Contractor shall provide a letter of recommendation from a minimum of three (3) different organizations for whom they have performed facilitator services in the last three (3) years. The recommendations shall state the name of the organization, project name and description of project, estimated cost of construction of project, date of charrette, and phone number of the Point Of Contact (POC) in the organization.

2.0 Requirements:

2.1 Goals for the Design Charrette:

The Contractor shall facilitate all discussions of the design charrette. The objective of the charrette is to gather information and define project requirements both in written and visual form per the DD Form 1391, Construction Project Data, for this respective project. Engineering and Construction Bulletin No. 2002-13 (Rev 1), CECW-EI, Subject: Design Charrette Guidance for Army Military Construction (MILCON) Programs issued 25 June 2002 may be used as a guide. Some of the aspects and goals that the facilitator needs to pursue and include in their deliverables for the charrette are as follows:

- Leads design team to positive results; minimize and resolve unsettled issues.
- Use of Functional Analysis and Concept Design methodology to analyze the conceptual design solution derived from the team. The Functional Analysis System Technique diagram method may be utilized.
- Reach a consensus on the project scope, particularly in the layout of the barrack and the four company operations facilities (COFS).
- Development of alternatives (if necessary) that will show a bottom line cost estimate at or within the programmed amount (PA) of the project. If the current working estimate (CWE) is above the PA, then show the salient reasons for the bust.
 - Concurrence on the budget target and schedule of the project.
 - Concurrence on the acquisition strategy for procurement of the construction contract.
 - Generation of briefing slides to be used in the out brief to POH, DPW, and user senior leadership (referred to as "senior leadership" henceforth) for ultimate buy-in and the signing of the partnering agreements. From a Command perspective, project strategy is the most important aspect of the charrette and out briefing. The Commander wants to know what he can do to enable a project to "stay on track." They want to know that all of the "right players" are

involved in the charrette process; maintenance; users; DPW, and environmental. The customer's commander signs-off on the partnering agreement with the understanding that a proactive "change management strategy" is necessary to keep design, contract award, and construction schedules on track.

- Includes the project management plan (PMP) into the final agreement package. The PMP is developed by the POH PM but will be included in the report.
- Earnestly pursues to gain the signatures of all the stakeholders in the final concept design solution, and culminating in the end, the signature of the senior leadership.

All participants need not attend every session/day but must be available when their interest areas are addressed. Team working sessions should be scheduled to bring the team together at least daily. The "core" team, consisting of the lead architectural designer for the respective building, major disciplines supporting the building, and major user POCs, should be present through all sessions. A kickoff session, numerous review sessions, and a wrap-up session with the entire team are essential.

2.2 Tasks Prior to the Design Charrette:

Within two (2) days of award of the contract, the Contractor shall contact the POH PM, Ms. Karen Chang, at (808) 438-0240 to confirm the specific dates of the charrette and clarify charrette requirements. The Contractor shall submit to the PM a suggested preliminary day-to-day agenda on how they plan to conduct the charrette. The Contractor shall also assist the PM in contacting the other essential team members to inform them of the details of the charrette. The Contractor may elect to use pre-charrette questionnaires to obtain information prior to the charrettes. This should be coordinated with the PM prior to distribution.

2.3 Draft (Interim) Report following the Design Charrette:

At the close of the charrette, the Contractor will provide the Government with a written record copy of events, issues, taskings, etc. addressed during the charrette. The Contractor will prepare a charrette agreement, to be signed by each of the participants, that outlines the basic scope and agreements for each project. At minimum, a copy of the partnering agreement and PMP will be provided to all stakeholders on the last day of the charrette.

2.4 Final Report from the Design Charrette:

In preparation for the out briefing to the senior leadership, the final written report on the design charrette should contain as a minimum the following items:

- Team composition.

- Minutes of the meetings and brainstorming sessions conducted during the charrette.
- Issues and their resolutions.
- Unresolved issues if any.
- Ideas that were considered and the decision/action taken on each, respectively.
- Cost estimate and comparison to the programmed amount.
- Scheduled milestones.
- The DD Form 1391.
- Partnering agreement and endorsement.
- The PMP.
- Conceptual drawings/design layouts.

Any other items that the facilitator may feel necessary to add shall be included in the Final Report.

A bound copy of the Final Report shall be prepared for each participant. This report shall be submitted on the last day of the charrette but no later than two (2) weeks following the end of the charrette.

Three (3) compact disks containing electronic copies of the Final Report (to include drawings in Acrobat Reader format (*.pdf)) shall be provided to the POH PM concurrently upon delivery of the bound copy of the Final Report.

2.5 Safety Requirements.

The Contractor is required to submit an Accident Prevention Program Administration Plan (POD Form 248-R (Rev) 1 Mar 95, and an Activity Hazard Analysis (POD Form 184-R (Rev) 22 Apr 91), to the U.S. Army Corps of Engineers Safety & Occupational Health Officer or Representative for review and acceptance.

The Contractor shall not perform work until the Accident Prevention Program Administration Plan and Activity Hazard Analysis have been reviewed and accepted by the Government.

The U.S. Army Corps of Engineers "Safety and Health Requirements Manual," EM 385-1-1, which describes the required safety plans and forms may be found at the following web site: <http://www.usace.army.mil/inet/usace-docs/eng-manuals/em385-1-1/toc.htm>

3.0 Cost of Facilitating Services:

The Contractor shall submit an itemized proposal for the entire cost of facilitating the design charrette. The Contractor will be responsible for all materials and supplies (including handouts) to conduct the charrette. In addition, the Contractor will furnish and make the necessary accommodations to provide all supporting equipment such as (but not limited to) the

overhead projector, personal computer-based presentation software projection system, easels, white board, and other incidentals required to conduct the charrette. The facility will be Government-provided. However, it will be the responsibility of the Contractor to assist in coordination with the POH PM and/or DPW personnel to secure the facility as well as the efforts to conduct the charrette.

-- END OF SCOPE OF WORK --

CLAUSES INCORPORATED BY REFERENCE

52.212-1	Instructions to Offerors--Commercial Items	OCT 2000
52.212-3	Offeror Representations and Certifications - Commercial Items	MAY 2002
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2002
52.219-6	Notice Of Total Small Business Set-Aside	JUL 1996
52.246-1	Contractor Inspection Requirements	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.253-1	Computer Generated Forms	JAN 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7001	Commercial And Government Entity (CAGE) Code Reporting	AUG 1999
252.204-7004	Required Central Contractor Registration	NOV 2001

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2002) ALTERNATE I (FEB 2001)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755).
- (2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

(4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

(ii) Alternate I to 52.219-5.

(iii) Alternate II to 52.219-5.

(5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

(6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

(7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

(8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I of 52.219-23.

(9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(12) 52.222-26, Equal Opportunity (E.O. 11246).

(13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

(14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

(15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

(16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).

(17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

(ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

(18) 52.225-1, Buy American Act--Supplies (41 U.S.C. 10a-10d).

(19)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

(ii) Alternate I of 52.225-3.

(iii) Alternate II of 52.225-3.

___(20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

___(22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

___(23) 52.225-16, Sanctioned European Union Country Services (E.O.12849).

X (24) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).

___(25) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).

___(26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

X (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

___ (28) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate.)

X (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et. seq.).

X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et. seq.).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C.206 and 41 U.S.C. 351, et seq.).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 2012(a));

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996)., and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.farsite.hill.af.mil/VFFARa.htm>
<http://www.acq.osd.mil/dp/dars/dfars/dfars.html>
<http://www.hq.usace.army.mil/cepr/asp/acquisition/efars.asp>

(End of clause)

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-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]