

Solicitation No. W9128A-04-R-0010

MULTIPLE AWARD TASK
ORDER CONTRACT (MATOC)
FOR DESIGN-BUILD
CONSTRUCTION SERVICES
AND DESIGN-BID-BUILD
CONSTRUCTION SERVICES,
VARIOUS LOCATIONS,
HAWAII



U.S. Army Corps
of Engineers
HONOLULU DISTRICT

REQUESTFOR PROPOSAL NO. W9128A-04-R-0010

MAIN TABLE OF CONTENTS

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

Section 00010	SF 1442 and Proposal Schedule
Section 00100	Instructions, Conditions, and Notices to Bidders
Section 00120	Proposal Submission Requirements and Evaluation Factors For Full and Open Competition
Section 00600	Representations & Certifications
Section 00700	Contract Clauses
Section 00800	Special Contract Requirements
Technical Specifications	

Notes to Offerors:

1. The Contractor is required to COMPLETE AND RETURN a hard copy of the following sections of this solicitation: SECTION 00010 (ALL), and SECTION 00600 (ALL) and all appendices. Also follow instructions in Section 00120.
2. See Section 00700, DFARS clause 52.204-7004, Required Central Contractor Registration (CCR) regarding registration in the CCR database. Lack of registration in the CCR database will make an offeror ineligible for award.

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. W9128A-04-R-0010	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 31-Mar-2004	PAGE OF PAGES 1
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. CTCKAT-FY04-0005	6. PROJECT NO.
-----------------	---	----------------

7. ISSUED BY CONTRACTING DIVISION USAED, HONOLULU BLDG S230 FT. SHAFTER HI 96858-5440 TEL: FAX:	CODE W9128A	8. ADDRESS OFFER TO (If Other Than Item 7) CODE Contracting Division (CEPOH-CT-C) US Army Engineer District, Honolulu Bldg 230 Fort Shafter, Hawaii 96858-5440 (Deliver hand-carried proposals to Room 115, Bldg 200, Fort Shafter, Hawaii 96858-5440)
---	----------------	--

9. FOR INFORMATION CALL:	A. NAME KENT A TAMAI	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 808-438-9700
--------------------------	-------------------------	---

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):

Request for Proposals No. DACA83-04-R-0010, Multiple Award Task Order Contract (MATOC) for Design-Build Construction Services and Design-Bid-Build Construction Services, Various Locations, Hawaii

MAIN TABLE OF CONTENTS

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

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 6 copies to perform the work required are due at the place specified in Item 8 by 2:00 P.M. (hour) local time 4/30/04 (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 is, is not required.

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

D. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code) DUNS No. _____ CAGE No. _____ CODE _____ FACILITY CODE _____	15. TELEPHONE NUMBER (Include area code) 16. REMITTANCE ADDRESS (Include only if different than Item 14)
--	---

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 or greater than the minimum requirement stated in 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)

AMOUNTS (SEE "PROPOSAL SCHEDULE", Section 00010)

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

19. ACKNOWLEDGEMENT OF AMENDMENTS

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

AMENDMENT NO.	DATE						

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20B. SIGNATURE	20C. OFFER DATE
--	----------------	-----------------

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 <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()
---	------	--

26. ADMINISTERED BY CODE	27. PAYMENT WILL BE MADE BY
--------------------------	-----------------------------

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to the issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.	<input type="checkbox"/> 29. AWARD. (Contractor is not required to sign this document.) You 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	31B. UNITED STATES OF AMERICA BY	31C. AWARD DATE
----------------	-----------	-------------------------------------	-----------------

Superintendent, Quality Control Representative (QCR) and Site Safety Representative. The fixed costs includes labor, labor burden, fringe benefits, travel and transportation.

- a. Project Engineer \$ _____/WD* x 260 WDs = \$ _____/year
- b. Project Superintendent \$ _____/WD* x 260 WDs = \$ _____/year
- c. Quality Control Representative (QCR) \$ _____/WD* x 260 WDs = \$ _____/year
- d. Site Safety Representative \$ _____/WD* x 260 WDs = \$ _____/year

* work day

NOTES:

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

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

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

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

5. MEASUREMENT AND PAYMENT. Compensation for all work to be performed under this contract will be made under the payment item(s) listed in the task order. Price(s) and payment(s) for the item(s) listed in the task order shall cover all work, complete and finished in accordance with the specifications, schedules, and drawings, and shall be full compensation for all work in connection therewith, including quality control and cost of performance and

payment bond premiums as specified in the CONTRACT CLAUSES. Price(s) and payment(s) shall constitute full and final compensation for furnishing all materials, equipment, management, supervision, labor, transportation, fuel, power, water, and all incidental items necessary to complete the work, except as otherwise specified to be furnished by the Government. For the purpose of the CONTRACT CLAUSE entitled "PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS", the term "designated billing office" and "designated payment office" are as follows:

a. Billing Office:

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

b. Payment Office:

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

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

Section 00100 - Bidding Schedule/Instructions to Bidders

CLAUSES INCORPORATED BY FULL TEXT

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(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 (JAN 2004)

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.dla.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) 697-2179, Facsimile (215) 697-1462.

(End of provision)

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

Rating to be identified in individual task orders.

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)

52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(End of provision)

52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

(End of provision)

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

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

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

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

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

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

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

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

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

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

(i) The solicitation number;

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

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

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

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

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

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

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

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

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

(3) It is the only proposal received.

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

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

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

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

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

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

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

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

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

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

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

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government

shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

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

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

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

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2003)

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in FAR 31.205-10(b) 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)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of multiple firm fixed price indefinite delivery indefinite quantity contracts resulting from this solicitation.

(End of clause)

52.216-27 SINGLE OR MULTIPLE AWARDS. (OCT 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

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 **Honolulu County, State of Hawaii**.

(End of provision)

52.225-12 NOTICE OF BUY AMERICAN ACT REQUIREMENT-- CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (JAN 2004)

(a) Definitions. Construction material, designated country construction material, domestic construction material, foreign construction material, and FTA 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 FTA 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 FTA 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 FTA country construction material, and the offeror shall be required to furnish such domestic, designated country, or FTA 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

US 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) Site visits may be arranged during normal duty hours by contacting:

Name: (will be specified in individual task orders, as needed)
Address: (will be specified in individual task orders, as needed)
Telephone: (will be specified in individual task orders, as needed)

(End of provision)

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-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]

S-19.1 APPROVAL OF SUBCONTRACTING PLAN

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

[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-2 ASBESTOS ABATEMENT (AUG 1996)

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

[End of Statement]

S-28.3 PENAL SUM AND FORM OF OFFER GUARANTEE

(Applicable to offers exceeding \$100,000)

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

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

[End of Statement]

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

(a) Physical Characteristics:

Work will include general design and construction projects to include but not limited to such areas as civil, architectural, structural, mechanical, electrical, security, communications, asbestos removal and lead abatement.

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

A minimum of three awards will be made. The maximum dollar value that the Government will order under all of the contracts awarded will be \$175,000,000.00. There is no maximum amount per base or option period. The guaranteed minimum quantity for the base period of the contract is 2% of the average amount per period divided by the number of contracts. If the option period is exercised, the minimum guaranteed amount would be 1% of the average amount per period divided by the number of contracts.

[End of Statement]

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-4.1 JOINT VENTURE OFFERORS (JUN 2003)

All Offerors in a Joint Venture shall submit their executed joint venture agreement. In addition, Joint Venture firms must obtain/submit their tax identification number (TIN), Data Universal Numbering System (DUNS) No., Section 00600, Representations and Certifications and register in Central Contractor Registration (CCR) as a joint venture.

SECTION 00120

PROPOSAL SUBMISSION REQUIREMENTS
AND EVALUATION FACTORS
FOR FULL AND OPEN COMPETITION

1.0 GENERAL

1.1. Cost of Preparing Proposals

The Government will not reimburse any Offeror any costs incurred in the preparation and submittal of an offer in response to this solicitation.

1.2. Inquiries

Address all inquiries regarding this Request for Proposals to:

U.S. Army Engineer District, Honolulu
Attn: Mr. Kent Tamai (CEPOH-CT-C)
Building S-200
Fort Shafter, Hawaii 96858-5440
Phone No. (808) 438-9700
Fax No. (808) 438-8588
E-Mail: kent.a.tamai@usace.army.mil

1.3 Submittal of Proposals

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

Proposals received by the Government after the date and time set for receipt of proposals will be handled in accordance with the requirements of Provision "52.215-1, Instructions to Offerors—Competitive Acquisition (Jan 2004)," subparagraph (c), found in Section 00100.

1.4 Contract Award

The Government intends to award a minimum of three contracts under to Offerors whose proposals have been determined to represent the best value to the Government, non-price and price factors considered. Award will be made to the Offerors whose proposals have the best non-price evaluation and the lowest price. However, if there are no Offerors meeting both these criterias, the Government intends to implement a "Best Value" process involving a cost-technical tradeoff process. In this case, awards may be made to other than the lowest price Offeror or other than the highest non-price-rated Offeror.

1.4.1 Proposal Evaluation

Numerical scores and other point-scoring techniques will not be used in the evaluation process. Each factor or subfactor will be rated on an adjectival rating system. The Government will evaluate offers in accordance with the NON-PRICE EVALUATION FACTORS described in paragraph 2.4 of this section and the offeror's proposed total price.

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.

2.0 PROPOSAL FORMAT

2.1 General

Proposals shall be submitted in three (3) separate envelopes. Proposals shall be prepared in the English language.

2.1.1 Volume I, Non-Price Proposal

One envelope shall be clearly marked, "VOLUME I, NON-PRICE PROPOSAL FOR RFP NO. W9128A-04-R-0010." It shall contain an original and six (6) copies of the items provided in response to the Non-Price Factors listed in paragraph 2.3.

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.

Information presented should be organized so as to pertain to only the evaluation factor in which section the information is presented. Information pertaining to more than one evaluation factor should be repeated in the tab for each factor.

2.1.2 Volume II, Price Proposal

The second envelope shall be clearly marked, "VOLUME II, PRICE PROPOSAL FOR RFP NO. W9128A-04-R-0010." It shall contain one original and two copies of the Offeror's completed Standard Form (SF) 1442, using a printed copy of the SF 1442 included in this solicitation.

Volume II shall also include the following:

- One original and two copies of Section 00010, Price Proposal Schedule. Indicate whether or not Facilities Capital Cost of Money is included in the Offeror's costs of performing the work. Proposals that state that Facilities Capital Cost of Money is not included, or proposals that do not address Facilities Capital Cost of Money, will be deemed to have waived Facilities Capital Cost of Money.
- One original and two copies (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 original and two copies of the Offeror's completed Section 00600, Representations and Certifications, using a printed copy of Section 00600 included in this solicitation.

- One original and two copies 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.
- One original and two copies of the offer guarantee in the form and amount that is required by the provision entitled "Penal Sum and Form of Offer Guarantee", in Section 00100 and other pertinent provisions and clauses 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 FOR RFP NO. DACA83-04-R-0010." Volume III will not be evaluated or rated. Only the selected Offeror's plan will be reviewed and must be approved prior to award of the contract.

2.1.4 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 2.3 of this Section. Each evaluation factor and subfactor shall be separately tabbed. Proposals that are not correctly tabbed may be considered non-responsive.

2.2 Proposal Content

Proposals shall be in a narrative format, organized and titled so that each section of the proposal follows the order and format of the factors and subfactors set forth below in paragraph 2.4, "VOLUME I, NON-PRICE PROPOSAL".

Offeror is cautioned that "parroting" of the RFP requirements with a statement of intent to perform will not be construed to indicate that the Offeror understands the problem or is capable of solving 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.

Offeror 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. The Government will not make any assumptions concerning the Offeror's intent, capabilities, facilities, or experience. Clear identification of the pertinent details shall rest solely with the Offeror.

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.

Any information, presented in a proposal that the Offeror wants safeguarded from disclosure to other parties must be identified and labeled in accordance with the requirements of Provision "52.215-1, Instructions to Offerors—Competitive Acquisition (Jan 2004)," subparagraph (e), which is found in Section 00100 of this solicitation. The Government will endeavor to honor the restrictions against release requested by Offerors, to the extent permitted under United States law and regulations.

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 (minimum qualifications for key positions, targets for utilization of eligible SDB concerns, etc.) will be enforced throughout the duration of the contract and any substitutions of any item will require prior approval of the Contracting Officer.

2.3 Evaluation Factors

All proposals will be evaluated on non-price and price factors. 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. The Contracting Officer may use discretion in reasonably applying evaluation standards where Offerors provide information to explain or justify deviation from selection criteria listed in the solicitation. Offers that do not address all factors may be considered non-responsive and may not receive further consideration.

Non-price factors have equal importance. Subfactors of Factor IV are equal in importance. Non-price factors combined are significantly more important than price.

VOLUME I - NON-PRICE PROPOSAL

Factor I, Past Experience

Factor II, Past Performance

Factor III, Management Plan

Factor IV, Small Business Program

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

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

VOLUME II - PRICE PROPOSAL

2.4 Volume I, Non-Price Proposal

Data provided in response to the non-price technical factors described below shall be included in Volume I, "Non-Price Proposal". All references to Offeror includes all proposed joint venture partners. All contractors in a joint venture must provide evidence of a binding teaming agreement or other contractual agreement, which creates legal responsibility on the part of all contractors in the joint venture. Information provided from potential sub-

contractors (not included in the joint venture) will not be considered or evaluated.

2.4.1 Relevant Projects

Relevant projects have construction awards above \$5M and were completed between April 1998 and April 2004. Relevant projects are also those in which the offeror was the prime contractor. Relevant projects includes areas such as civil, architectural, structural, mechanical, electrical, security, communications, asbestos removal and lead abatement. Examples of relevant projects include but are not limited to military training ranges, office buildings, barracks, warehouses, housing, hangars, road work, utilities, site improvements, etc.

Single or Multiple Award task order contracts, such as Job order Contracts, Indefinite Delivery, Indefinite Quantity Contracts, Multi-trade Contracts etc. are not considered relevant projects, even if the total value of the contract is over \$5M. However, an individual task order that exceeds \$5M may be considered as a relevant project.

2.4.2 Factor I, Past Experience

Offerors shall identify a maximum of 10 relevant Design-Bid-Build projects. Offerors shall also identify a maximum of 3 relevant Design-Build projects. Provide a Project Data Sheet (Attachment 1 to this section) for each of the projects identified. All requested information shall be provided. Failure to provide any of the requested data may be cause to eliminate a project from consideration in the evaluation.

2.4.2.1 Evaluation Standards

The Government will evaluate the project data sheets provided by the offerors. If more than 10 Design-Bid-Build projects are submitted, only the first 10 Design-Bid-Build projects identified in the proposal will be reviewed. Of those 10 projects only the relevant projects will be evaluated. If more than 3 Design-Build projects are submitted, only the first 3 Design-Build projects identified in the proposal will be reviewed. Of those 3 projects only the relevant projects will be evaluated. Therefore it is important that the offeror provide the right number of relevant projects in the proposal. Projects that are not relevant will not be considered in the evaluation.

Diverse general construction experience refers to the offeror's experience in managing various types of vertical construction, utilities, site work and hazardous waste/abatement as identified below:

- 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, fire suppression 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, public address systems and fire alarm systems. Communications such as telephone and information management systems.
- Security construction such as intrusion detection and surveillance systems.
- Asbestos, lead-based paint, and petroleum-contaminated material abatement and disposal.
- Structural systems.

Outstanding	<p>The Offeror provided at least 7 relevant Design-Bid-Build projects, 3 of which were constructed in Hawaii or contracted by an agency of the Department of Defense.</p> <p>And</p> <p>The Offeror provided 2 relevant Design-Build projects, at least 1 of which was constructed in Hawaii or contracted by an agency of the Department of Defense.</p> <p>And</p> <p>Projects identified shows the offeror has outstanding diverse general construction experience.</p>
Above Average	<p>The Offeror has provided at least 6 relevant Design-Bid-Build projects, at least 2 of which were constructed in Hawaii or contracted by an agency of the Department of Defense.</p> <p>And</p> <p>The Offeror provided at least 1 relevant Design-Build project, which was constructed in Hawaii or was contracted by an agency of the Department of Defense.</p> <p>And</p> <p>Projects identified shows the offeror has very good diverse general construction experience.</p>
Satisfactory	<p>The Offeror has provided at least 5 relevant Design-Bid-Build projects, at least 1 of which was constructed in Hawaii or contracted by an agency of the Department of Defense.</p> <p>And</p> <p>Projects identified shows the offeror has good diverse general construction experience.</p>
Marginal	<p>The Offeror has provided at least 4 relevant Design-Bid-Build projects</p> <p>And</p> <p>Projects identified shows the offeror has marginal diverse general construction experience.</p>
Unsatisfactory	<p>The projects provided by the Offeror are either not relevant or do not meet the Marginal requirements above.</p>

After the Government determines the rating (above) for each proposal, the Government will determine the relative strength of the proposals within each rating. Based on the projects submitted (up to 10 Design-Bid-Build projects and up to 3 Design-Build Projects) the Government will assign additional weight as indicated below:

- a. Additional weight will be given based upon the number of relevant projects submitted (up to 10 Design-Bid Build projects and up to 3 Design-Build projects).
- b. Additional weight will be given based upon the number of relevant projects that were contracted by an agency of the Department of Defense
- c. Additional weight will be given based upon the number of relevant projects that were constructed in Hawaii
- d. Additional weight will be given based upon the number of relevant projects that were Military Range construction projects
- e. Additional weight will be given based upon the number of relevant projects that were Army Military Range construction projects

Note: Military training range construction projects are permanent or semi-permanent facilities such as firing ranges, confidence courses, urban assault complexes and battle simulation centers. Examples of relevant military training range construction projects include but are not limited to Battle Area Complexes, Combined Arms Collective Training Facilities, Qualifications Training Ranges, Urban Assault Courses, Anti-Armor Training Range, Virtual Fighting Training Facilities, and Multi-purpose Training Ranges.

2.4.3 Factor II, Past Performance - General

Provide Past Performance Evaluation Sheets, (Attachment 2 to this section), to owners or the owner's representatives for all projects identified in Factor I, Past Experience. The Contracting Officer or his/her designated Representative shall fill out evaluations for Federal Government projects. Evaluations shall be submitted to the Point of Contact shown in subparagraph 1.2 of this section by the date and time set for receipt of proposals.

2.4.3.1 Other Evaluation Sources

In addition to the information provided above, the Government may obtain and evaluate additional past performance information from owners or owners representatives on other relevant projects completed by the offeror between April 1998 and April 2004. The Government may also obtain and evaluate existing past performance information on relevant projects completed between April 1998 and April 2004 from historical Government databases (CCAS, ACAS, etc.) or any other sources.

2.4.3.2 Evaluation Standards

Outstanding	None of the final performance ratings (including those from other evaluation sources) evaluated by the Government are less than Satisfactory and at least half are outstanding.
Above Average	None of the final performance ratings (including those from other evaluation sources) evaluated by the Government are less than Satisfactory and at least half are above average.
Satisfactory	None of the final performance ratings (including those from other evaluation sources) evaluated by the Government are less than Satisfactory.

Marginal	None of the final performance ratings (including those from other evaluation sources) evaluated by the Government are less than Marginal.
Unsatisfactory	At least one of the final performance ratings (including those from other evaluation sources) evaluated by the Government received an Unsatisfactory final performance rating.
Neutral	Offerors will not be rated favorably or unfavorably if the Offeror does not have a record of relevant past performance. However, an Offeror without a record of relevant past performance history may be considered less favorably than an Offeror with a favorable past performance history.

2.4.4 Factor III, Management Plan

1. Offerors shall identify the minimum qualifications for the key positions listed below. Do not provide resumes. Identify the minimum qualifications for each of the positions. Note: The Offeror's minimum requirements provided will be enforced throughout the life of the contract for current and future personnel occupying that position.

Key Personnel	Contract Section	Minimum Contract Requirement	Offeror's Minimum Requirement
Contract Quality Control System Manager	01451Q	5 years of experience in Quality Control on Department of Defense construction projects Employed by the Prime Contractor Completed "Construction Quality Management for Contractor's" course within the past 5 years	
Quality Control Representative	01451Q	Civil - Graduate Civil Engineer with 2 year experience or technician with 5 years experience Mechanical - Graduate Mechanical Engineer with 2 years experience or person with 5 years related experience Electrical - Graduate Electrical Engineer with 2 years related experience or person with 5 years related experience	

		<p>Structural - Graduate Structural Engineer with 2 years experience or person with 5 years related experience</p> <p>Architectural - Graduate Architect with 2 years experience or 5 years related experience</p> <p>Environmental - Graduate Environmental Engineer with 3 years experience</p> <p>Submittals - Submittal Clerk with 1 year experience</p> <p>Concrete, Pavements and Soils - Materials Technician with 2 years experience for the appropriate area</p> <p>Completed "Construction Quality Management for Contractor's" course within the past 5 years</p>	
Safety and Health Manager	01900Q	5 years of experience in safety on Department of Defense construction projects	
Design Quality Control Manager	01451Q	<p>Registered Professional Engineer or architect</p> <p>Verifiable engineering or architectural design experience</p>	
Military Range Consultant		<p>5 years of experience in the construction of military training ranges for the Department of Defense.</p> <p>Verifiable military range experience and expertise in:</p> <ul style="list-style-type: none"> a. Standard range layouts b. Range safety standards, including working in and around previous impact areas c. Targetry equipment interface and operations d. Army training doctrines 	

2.4.4.1 Evaluation Standards

Outstanding	The Offeror's minimum requirements exceeded the minimum contract requirements for all key positions identified above.
Above Average	The Offeror's minimum requirements met the minimum contract requirements for all key positions identified above, and exceeded the minimum contract requirements for at least two of the key positions And The Offeror's minimum requirements exceeded the minimum contract requirements for the military range consultant.
Satisfactory	The Offeror's minimum requirements met the minimum contract requirements for all key positions identified above And The Offeror's minimum requirements met the minimum contract requirements for the military range consultant.
Marginal	The Offeror's minimum requirements met the minimum contract requirements for most of the key positions identified above And The Offeror's minimum requirements met the minimum contract requirements for the military range consultant.
Unsatisfactory	The Offeror's minimum requirements did not meet the minimum contract requirements for most of the key positions identified above Or The Offeror's minimum requirements did not meet the minimum contract requirements for the military range consultant.

2.4.5 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 (SB) include small disadvantaged businesses (SDB), women-owned small businesses (WOSB), HUBZone small businesses (HZ), veteran-owned small businesses (VOSB) and service disabled veteran-owned small businesses (SDVO).

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

- Identify in terms of dollar value and percentage of the total proposed contract price, the extent of the work the offeror will perform as the prime contractor.
- 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 the work each member of the JV will perform.
- Identify in terms of dollar value and percentage of the total proposed contract price, the work to be subcontracted to SB, SDB, WOSB, HZ, VOSB, SDVO concerns, and if applicable, historically black colleges or universities/minority institutions (HBCU/MI).

- Identify in terms of dollar value and percentage of the proposed subcontract price, the work to be performed by SB, SDB, WOSB, HZ, VOSB, SDVO concerns, and if applicable, (HBCU/MI).
- Provide a list of SB, SDB, WOSB, HZ, VOSB, SDVO concerns, and if applicable, (HBCU/MI) which the offeror proposes to use as a 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.

2.4.5.1.1 Evaluation Standards

Outstanding	Offeror's proposal shows extensive effort and commitment to utilize small business concerns for this project. All USACE subcontracting goals are exceeded. Specific SB, SDB, WOSB, HZ, VOSB, SDVO concerns, and if applicable, (HBCU/MI) to be utilized are identified.
Above Average	All USACE subcontracting goals are met and some exceeded. Specific SB, SDB, WOSB, HZ, VOSB, SDVO concerns, and if applicable, (HBCU/MI) to be utilized are identified.
Satisfactory	All USACE subcontracting goals are met. Specific SB, SDB, WOSB, HZ, VOSB, SDVO concerns, and if applicable, (HBCU/MI) to be utilized are identified. [Small Business concerns will be given at least a satisfactory rating.]
Marginal	Some USACE subcontracting goals are not met. Listing of subcontractors does not contain specific SB's.
Unsatisfactory	Most USACE subcontracting goals are not met. No listing of small businesses to be utilized is provided.

[NOTE: The USACE Small Business Subcontracting Goals for fiscal year 2004 are: 58% to SB, 10% to SDB, 10% to WOSB, 3% to HZ, 3% to VOSB, and 3% to SDVO. These are percentages of the total subcontracted amount.]

2.4.5.2 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. Where subcontracting goals were not met, provide adequate justification why.
- Provide information on awards received for outstanding support of the small business program.
- Provide information on any existing or prior mentor-protégé agreements.

2.4.5.2.1 Evaluation Standards

Outstanding	All goals were exceeded or satisfactory justification provided. The Offeror has received awards for outstanding support of the small business program, and the Offeror is or has participated in mentor-protégé agreements or other outreach.
Above Average	All goals were met or exceeded or satisfactory

	justification provided. The Offeror has received award(s) for outstanding support of the small business program, or the Offeror is or has participated in mentor-protégé agreements or other outreach.
Satisfactory	All subcontracting goals were met or a satisfactory justification provided. Small business concerns will be given at least a satisfactory rating.
Marginal	Not all goals were met and no satisfactory justification provided.
Unsatisfactory	No goals were met and no satisfactory justification provided.
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.

2.5 Volume II, Price Proposal

The Government will compare the price to the Independent Government Estimate (IGE) and the price of other offerors to determine reasonableness and affordability.

2.5.1 Price Evaluation

Data provided in response to price shall be included in Volume II, "Price Proposal".

2.5.1.1 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.

2.5.1.2 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.

2.5.1.3 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.

2.5.1.4 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.

2.5.1.5 Contract Management Fixed Costs

Offerors shall submit their proposed fixed cost elements (based on work days) 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 (work day) rate and annual rate and a breakdown of all cost elements proposed for each of the key personnel proposed in Section 00010, Item No. 4.

2.5.1.6 Field Office Management Fixed Costs

Offerors shall submit their proposed fixed cost elements (based on work days) 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 (work day) rate and annual rate and a breakdown of all cost elements proposed for each of the field office management key personnel proposed in Section 00010, Item No. 5.

2.5.1.7 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.

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

* from Section 00010, Proposal Summary

2.6 Proposal Revisions

If discussions are held and the Contracting Officer requests proposal revisions, all revisions shall be submitted as page replacements with revised
W9128A-04-R-0010 00120-13

text readily identifiable, e.g. boldface 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 six copies of the original page was required, then six copies of the revised page will also be required), and shall be of a different color than the original pages they are to replace.

PROJECT DATA SHEET

The data provided on this sheet will provide supporting information for the Offeror's Experience (Factor I). Use this form to document relevant projects that have been completed between March 1999 and March 2004.

OFFEROR'S Name: _____

If Offeror is in a Joint Venture, identify which contractor in the Joint Venture completed the project:

Owner's / Owner's Representative's Name:

Phone Number:

Title:

Fax Number:

Address:

E-Mail Address:

Contract No:

Contract Title:

Location:

Type of Contract: (Design-Bid-Build or Design-Build)

Contract Description:

Award Date:

Completion Date:

Award Amount:

Percentage of Contract Performed by the Offeror:

Type/scope of work performed by the Offeror:

Type/scope of work performed by Subcontractors

PAST PERFORMANCE EVALUATION SHEET

The contractor identified below has been requested to obtain performance evaluations on this construction project. The United States Army Corps of Engineers, Honolulu District is conducting an assessment of their past performance and would appreciate it if you could provide an evaluation of their performance. Please return the evaluation to the contractor.

Contractor's Name: _____

Owner's / Owner's Representative's Name:

Phone Number:

Address:

Fax Number:

E-Mail Address:

Contract No:

Contract Title:

Location:

Type of Contract (Design-Bid-Build or Design-Build)

Contract Description:

Award Date:

Completion Date:

Award Amount:

Percentage of Contract Performed by Offeror:

Type/scope of work performed by the Offeror:

Type/scope of work performed by Subcontractors

Project Data Sheet

1. Please evaluate the **timeliness** of contractor's work:

Outstanding Very Good Satisfactory Marginal Unsatisfactory

Comments: _____

2. Please evaluate the **quality** of the contractor's work:

Outstanding Very Good Satisfactory Marginal Unsatisfactory

Comments: _____

3. Please evaluate the **cooperativeness** of the contractor:

Outstanding Very Good Satisfactory Marginal Unsatisfactory

Comments: _____

4. If you had another construction project in the future, would you use this contractor again?

Definitely Probably With Reservations Probably Not Definitely Not

Comments: _____

5. How would you rate the overall performance of the contractor?

Outstanding Very Good Satisfactory Marginal Unsatisfactory

Comments: _____

Please list any awards, citations, or certificates presented to the contractor for this project. Also identify any deficiencies, problems, or issues that you had with this contractor.

_____ Date of Evaluation: _____

Evaluator (Print & Sign)

Section 00600 - Representations & Certifications

CLAUSES INCORPORATED BY FULL TEXT

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

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

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

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

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

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

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

(End of provision)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

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

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

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

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

(d) Taxpayer Identification Number (TIN).

___ TIN: _____

___ TIN has been applied for.

___ TIN is not required because:

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

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other _____

(f) Common parent.

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

___ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

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

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

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

(End of provision)

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

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

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

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

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

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

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

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

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

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

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror

to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

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

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

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 236220.

(2) The small business size standard is \$28.5M.

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

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

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

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

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

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

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

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

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

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

____ Black American.

____ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

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

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

____ Individual/concern, other than one of the preceding.

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

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

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

(d) Notice.

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

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

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

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

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

(End of provision)

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

(a) Definition.

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

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

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

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

No. of Employees Avg. Annual Gross Revenues

___ 50 or fewer ___ \$1 million or less

___ 51 - 100 ___ \$1,000,001 - \$2 million
___ 101 - 250 ___ \$2,000,001 - \$3.5 million
___ 251 - 500 ___ \$3,500,001 - \$5 million
___ 501 - 750 ___ \$5,000,001 - \$10 million
___ 751 - 1,000 ___ \$10,000,001 - \$17 million
___ Over 1,000 ___ Over \$17 million

(End of provision)

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

The offeror represents that --

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

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

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

(End of provision)

52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

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

(End of provision)

52.223-4 RECOVERED MATERIAL CERTIFICATION (OCT 1997)

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

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

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

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

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

(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

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

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

(iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

(v) The facility is not located within the United States or its outlying areas.

(End of clause)

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

(a) "Definitions."

As used in this provision --

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

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

(3) "Significant interest" means --

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

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

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

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

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

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

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

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

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

(End of provision)

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (APR 2003)

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

(1) Foreign person means any person (including any individual, partnership, corporation, or other form of association) other than a United States person.

(2) United States person is defined in 50 U.S.C. App. 2415(2) and means--

(i) Any United States resident or national (other than an individual resident outside the United States who is employed by other than a United States person);

(ii) Any domestic concern (including any permanent domestic establishment of any foreign concern); and

(iii) Any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern.

(b) Certification. If the offeror is a foreign person, the offeror certifies, by submission of an offer, that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. 2407(a) prohibits a United States person from taking.

(End of provision)

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (APR 2003)

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

(1) Foreign person means any person (including any individual, partnership, corporation, or other form of association) other than a United States person.

(2) United States person is defined in 50 U.S.C. App. 2415(2) and means--

(i) Any United States resident or national (other than an individual resident outside the United States who is employed by other than a United States person);

(ii) Any domestic concern (including any permanent domestic establishment of any foreign concern); and

(iii) Any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern.

(b) Certification. If the offeror is a foreign person, the offeror certifies, by submission of an offer, that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. 2407(a) prohibits a United States person from taking.

(End of provision)

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

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

(b) Representation. The Offeror represents that it:

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

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

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

(End of provision)

S-7 IDENTIFICATION OF PARTNERS

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

The full names of all partners are listed below:

[End of Statement]

INSTRUCTIONS

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10.
 - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 9a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. In other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____