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|--|---------------|--|---|--------------------------------|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1. CONTRACT ID CODE | PAGE OF PAGES 1 2 | |
| 2. AMENDMENT/MODIFICATION NO. AM-0008 | | 3. EFFECTIVE DATE 5/20/04 | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
| 6. ISSUED BY CODE US Army Engineer District, Honolulu Corps of Engineers, Bldg S-200 Fort Shafter, HI 96858-5440 Contract Specialist: Kent Tamai | | 7. ADMINISTERED BY (If other than Item 6) CODE | | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) | | (x) | 9A. AMENDMENT OF SOLICITATION NO. W9128A-04-R-0011 | |
| | | X | 9B. DATED (SEE ITEM 11) 4/6/04 | |
| | | | 10A. MODIFICATION OF CONTRACT/ORDER NO. | |
| | | | 10B. DATED (SEE ITEM 13) | |
| CODE | FACILITY CODE | | | |

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

| | |
|-----|---|
| (x) | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. |
| | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| | D. OTHER (Specify type of modification and authority) |

E. IMPORTANT: Contractor is not, is required to sign this document and return ___ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

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

See Page 2 of 2 Pages

| | | | |
|---|------------------|--|------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print) | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) | |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
| (Signature of person authorized to sign) | | BY (Signature of Contracting Officer) | |

1. CHANGES TO THE SOLICITATION. Attached hereto are new and revised pages to the solicitation. The revision mark "(AM-0008)" is shown on each page.

a. REVISED PROVISIONS/CLAUSES/PAGES.

Following is the revised page to the solicitation. Changes are indicated in **bold** print.

Standard Form 1442, Page 1 (Proposal due date corrected)

Section 00100

Page 00100-87(S-28.3 Penal Sum and Form of Offer Guarantee)

Section 00120

Pages 00120-1 through 00120-10 (Paragraphs 1.4, 2.3, 2.4.1, 2.4.2.1, 2.4.3.2, 2.4.4 and 2.5.1.3)

Section 00700

Page 00700-21 (52.217-9 Option to Extend the Term of the Contract)

Page 00700-121 (52.228-1 Bid Guarantee)

b. NEW PAGES. The following are new and revised Sections to the specification:

Section 00900 (A.12 through A.17)

2. The proposal due date of May 24, 2004, 2:00 P.M., Hawaii Standard Time, remains unchanged.

S-19.2 PERFORMANCE OF WORK BY THE CONTRACTOR - ITEMIZATION

In connection with the Contract Clause in Section 00700, entitled, "LIMITATIONS ON SUBCONTRACTING," the successful bidder must furnish the Contracting Officer within 30 calendar days after award the items of work which it will perform with its own forces and the estimated cost of those items. [FAR 36.501 and FAR 19.508(e)]

[End of Statement]

S-2 ASBESTOS ABATEMENT (AUG 1996)

(To be identified in individual task orders)

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 **bid** 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 **BID GUARANTEE** in the CONTRACT CLAUSES section. This security shall be in the form of SIX HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$625,000).

Failure to submit a **bid** 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]

SECTION 00120

PROPOSAL SUBMISSION REQUIREMENTS AND EVALUATION FACTORS

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.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 two contracts to 8(a) Offerors whose proposals have been determined to represent the best value to the Government, non-price and price factors considered. In the event an offeror submits both the highest non-price proposal and the lowest price, it will be one of the awardees under this solicitation. The remaining awardees will be determined by using the "Best Value" process involving a cost-technical tradeoff analysis.

1.4.1 Proposal Evaluation

Numerical scores and other point-scoring techniques will not be used in the evaluation process. Each factor 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 two (2) 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-0011." 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-0011." 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 with Small Business Administration's approval 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 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 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 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, 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. Offers that do not address all factors may be considered non-responsive and may not receive further consideration.

Non-price factors have equal 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

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

A relevant project is defined as: (1) having construction awards above \$500,000, (2) were completed between April 1998 and April 2004, and (3) are those in which the offeror was the prime contractor. In addition, relevant projects include 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 \$500,000. However, an individual task order that exceeds \$500,000 may be considered as a relevant project.

2.4.2 Factor I, Past Experience

Offerors shall identify a maximum of 10 relevant projects. Projects submitted can be either Design-Bid-Build or Design-Build. 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 projects are submitted, only the first 10 projects identified in the proposal will be reviewed. Of those 10 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 type work. Examples of general construction work include but are not limited to:

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

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 projects) the Government will assign additional weight as indicated below:

- Additional weight will be given based upon the number of relevant projects submitted.
- Additional weight will be given based upon the number of relevant projects that were contracted by an agency of the Department of Defense
- 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
- f. Additional weight will be given based upon the number of relevant Design-Build projects submitted.

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. |

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 | Construction person with a minimum of 3 years experience in quality control on Department of Defense construction projects On site at all times and employed by the prime contractor | |
| Quality Control Personnel | 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 Structural - Graduate Structural Engineer with 2 years experience or person with 5 years related experience Architectural - Graduate Architect with 2 years experience or 5 years related experience Environmental - Graduate Environmental Engineer with 3 years experience Submittals - Submittal Clerk with 1 year experience Concrete, Pavements and Soils - Materials Technician with 2 years experience for the appropriate area | |

| | | | |
|--------------------------------|--------|---|--|
| | | Occupied Family Housing - Person, customer relations type, coordinator experience | |
| Safety and Health Manager | 01900Q | 5 years of experience in safety on Department of Defense construction projects | |
| Design Quality Control Manager | 01451Q | Registered Professional Engineer or architect Verifiable engineering or architectural design experience | |
| Military Range Consultant | | 5 years of experience in the construction of military training ranges for the Department of Defense. Verifiable military range experience and expertise in: 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. |

2.5 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 proposal due date. 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 relating to the management of the contract, i.e. Program 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 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.

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

* 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 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.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(1) The Government may extend the term of this contract by written notice to the Contractor prior to the contract expiration date; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60** days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

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

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

Definitions. As used in this contract--

HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

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.

- (1) Obtain all warranties that would be given in normal commercial practice;
 - (2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and
 - (3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.
- (h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.
- (i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.
- (j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

52.228-1 Bid Guarantee (Sep 1996)

- (a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.
- (b) The bidder shall furnish a bid guarantee in the form of a firm commitment, *e.g.*, bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds—
- (1) To unsuccessful bidders as soon as practicable after the opening of bids; and
 - (2) To the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.
- (c) The amount of the bid guarantee shall be **\$625,000**.
- (d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.
- (e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.
(End of Provision)

SECTION 00900
RESPONSES TO QUESTIONS
SUBMITTED BY PLANHOLDERS
FOR
RFP NO. W9128A-04-R-0011

Q30. From Sarah Lau, Designer Built Systems, e-mail dated 5/3/04:

Section 00010.4 and Section 00010.5 (Proposal Schedule) includes several positions that are not specifically called for within the written scope of this contract. Should values be entered for all positions listed irregardless of whether required in this contract or should values be entered only for those positions required?

For example, the contract does not require a project engineer or site safety rep on site. If these tasks would be handled by our overhead pool, should a value of zero be entered here? Or should every position hold a value in this section?

A30. As indicated in Paragraph 2.3 of Section 00120, "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. Offerors that do not address all factors may be considered non-responsive and may not receive further consideration." It is highly recommended that Offerors not include blank or \$0.00 figures in their Proposal Schedule. The Project Engineer was changed to Program Engineer in Amendment 0004. A Site Safety Representative is required in Section 01900Q, Paragraph 1.3.3.

Q31. From Melanie Kaoupiki, West Coast Construction, e-mail dated 4/30/04:

Where do I state on the price proposal schedule that we have included Facilities Capital Cost of Money in the cost? and do we include it in each line item?

A31. If the Facilities Capital Cost of Money is included in the Offeror's cost, the Offeror shall submit a statement stating it does apply with their price proposal.

Q32. From Henry Aylward, Aylward Enterprises, e-mail dated 5/5/04:

Bond Surety asked what is dollar amount minimum guaranteed for the base period. 1% divided by the number of contracts, (zero at time of award) is infinity. They are under the impression that is \$25,000,000.

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

The maximum dollar value that the Government will order under all of the contracts awarded will be \$25,000,000.00. 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.

A32. Amendment AM-0007 amends S.36.2 Magnitude of the Proposed Project.

Q33. From David Baggett, Designer Built Systems, e-mail dated 5/11/04:

Please confirm that once the first task order is awarded to the selected contractor and they get the required payment and performance bonds, the bid bond will cease to exist and no longer be necessary.

Also, are the selected contractors required to submit a proposal for all task orders that the Army Corps sends RFP's to, or can they turn it down within reason.

A33. Bid bonds will not be required with proposals for task orders. Contractors who are awarded a MATOC must comply with S-28.11 Performance and Payment Bonds for Indefinite Quantity Contracts.

The FAR envisions an awardee under the MATOC to submit a proposal for each task order.

Q34. From Steve Fong, First Insurance, e-mail dated 5/12/04:

Regarding 00700-20, 52.216-19 ORDER LIMITATIONS, (b) Maximum order: Does this therefore mean that the Contractor is obligated to honor any task orders of \$7,000,000 and under? And if yes, what does "honor" mean?

A34. The Contractor is obligated to honor task orders if it is over the minimum order amount and less than the maximum order amount. Amendment AM-0007 amended 52.216-19. Honor means obligated to perform.

Q35. From Steve Fong, First Insurance, e-mail dated 5/12/04:

Regarding 00800-18, S-28.11 PERFORMANCE AND PAYMENT BONDS FOR INDEFINITE QUANTITY CONTRACTS:

With respect to the furnishing of the Performance and Payment Bonds mentioned here, are we addressing the first contract being issued under MATOC? And what will the amount/penalty of the bond be? Will it be in the amount of the contract awarded? 100%?

A35. No, the awarded contract is the MATOC. An awardee is required to furnish Performance and Payment Bonds in the amount of the guaranteed minimum quantity - \$50,000.

Q36. From Steve Fong, First Insurance, e-mail dated 5/12/04:

With regard to the Consent of Surety, what "existing bond" is being referenced to here? Will it be the aforementioned/above-described Performance and Payment Bond?

A36. The existing bonds are the Performance and Payment bonds. Reference Standard Form 1415, Consent of Surety and Increase of Penalty. The Contractor will be required to provide a Standard Form 1415 if they are awarded a task order.

Q37. From Steve Fong, First Insurance, e-mail dated 5/12/04:

And what is the difference between the contract and task orders mentioned here?

A37. The contract is the MATOC. Task orders are orders placed against the MATOC.

Q38. From Steve Fong, First Insurance, e-mail dated 5/12/04:

Regarding 00800-23, S-36.35 Ordering Periods: The Contracting Officer reserves the right to exercise an optional ordering period at any time during the currently established contract duration - in this connection, what rights/say does the Contractor have?

A38. If a contractor is not interested in participating under the MATOC, they can contact the Government.

Q39. From Marge, M Shiroma, e-mail dated 5/12/04:

Can you clarify for us Para S-28-3, Penal Sum and Form of Offer Guarantee", of Section 00100, specifically the second sentence, "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." As Section 00010, Proposal Schedule, is based on co-efficient costs only, how do we base our bond/offer guarantee of 20%? Or do we base it on the guaranteed minimum quantity of \$62,500.00 for the base period or the maximum of \$25,000,000.00?

A39. The offer guarantee amount was changed to \$625,000 by Amendment AM-0002. Also Section 00700 52.228-1 Bid Guarantee is corrected to reflect the same amount.

Q40. Henry Aylward, Aylward Enterprises, e-mail dated 5/6/04:

We are considering a JV. We download from the SBA website the first 2 attached documents. Michael Youth provided Notice 8000-596.

Like the above, the JV must be approved by SBA prior to award of any contract. However, when we review the template and regs we note that:

1 - SBA will not approve the JV if the 8(a) brings little resources and expertise. Sounds like SBA must approve before submission of a bid otherwise it may not be responsive.

2 - The Regs say that the 8(a) partner(s) to the joint venture must perform a significant portion of the contract. SBA determines that the minimum significant portion of the contract to mean in the template:

The 8(a) firms shall perform at a minimum, fifty-one percent (51%) of the total dollar amount of the labor portion of the project, consisting of custodial and management personnel staff. The (Partnering firm's name) shall perform at a maximum of forty-nine (49%) of the total dollar amount of the labor portion of the project. Confusing because Notice 8000-596 states differently, however, SBA will make the determination during in approval process on a case by case basis.

The contract participation minimum for the JV is less than the JV agreement requirement of 51% by the 8(a). Appears that we need SBA approval to lower their interpretation to match the contract participation before tendering an offer. This will require approval before bid submission.

In order for our bid to be responsive, it appears that we do need SBA approval before we send in our bid otherwise, it will be non responsive. Do you agree? If so, will you extend the bid period now for processing. The local SBA office approves JV now.

A40. No. The JV must be approved by SBA prior to the award of any contract(s).

Q41. Melanie Kaopuiki, West Coast Construction, e-mail dated 5/17/04:

After the two contract are awarded, how will the task-order specific projects be bid: 1) Lump-sum, 2) Unit-Pricing, 3) GSA Schedule or 4) Other? Please advise on the format or process of estimating the individual task-order projects.

A41. Most task orders will be competed on a firm fixed priced lump sum basis. However, the Government could also incorporate such items as optional bid items, additive bid items, or unit pricing.

Q42. Melanie Kaopuiki, West Coast Construction, e-mail dated 5/17/04:

How is the profit and/or overhead applied to the task-order specific estimates?

A42. Contractors will include profit and overhead in their proposals for each task order.

Q43. Melanie Kaopuiki, West Coast Construction, e-mail dated 5/17/04:

How is the program manager or other key personnel costs factored into the task-order specific estimates?

A43. Contractors will multiply the number of work days (for a task order) by the unit cost (proposed by the offeror in the solicitation) to arrive at the total cost for each key personnel for each task order. These costs will be added to the other direct costs, overhead costs and profit to arrive at the contractor's total proposed cost for each task order.

Q44. Melanie Kaopuiki, West Coast Construction, e-mail dated 5/17/04:

How is the designing fees or design-build costs factored into the task-order specific estimates?

A44. Design fees and other design-build related costs must be included in the contractor's proposal for each task order.

Q45. Henry Aylward, Aylward Enterprises, e-mail dated 5/6/04:

Our surety advises that in order to issue a bid bond for the JV, the JV agreement must be approved by the SBA.

A45. This appears to be an issue than needs to be resolved between your firm and your surety.

Q46. Henry Aylward, Aylward Enterprises, e-mail dated 5/5/04:

From Amendment 2

From Chris Nasu, Alutiiq-Mele, LLC, e-mail dated 4/16/04:

If the 8(a) company is currently applying with the Honolulu SBA for a JV for this project, by when must it be approved?

A16. The JV must be approved by SBA prior to award of any contract(s).

We believe that this is should not be done. In order to be responsive the JV must submit the proposal. In order for the JV to be legal is must be approved by SBA. To be accepted by SBA for approval it must meet the SBA requirements. One of the requirement is that the 8(a) must substantially and materially participate and control 51% of the JV. The bid bond should be in the JV name. If not, the bid bond will be issued in the 8(a) name. Hence, the tendered offer cannot be evaluated nor accepted because it is a conditional offer.

A46. The JV must be approved by SBA prior to award of any contract.

Q47. From Melanie Kaopuiki, West Coast Construction, e-mail dated 5/20/04:

For the MATOC project (W9128A-04-R-011), can you please confirm that the amount for the bid guarantee as stated in Amendment #7 (Sec 52.228-1) is for\$2,916,667.00 and not 20% of \$2,916,667.00? Please advise.

A47. The offer guarantee amount is \$625,000. Section 00700 52.228-1 Bid Guarantee is corrected to reflect the same amount.

Q48. From Henry Aylward, Aylward Enterprises, e-mail dated 5/19/04:

RFI - Clause S-36.5 Time Extension Unusually Severe Weather

Clause states to include the number of non working days anticipated into the construction schedule. The construction schedule is a cost loaded network.

How do we get compensated for the rain out days when we have no construction task order underway?

How do we get compensated if we two or more task orders underway?

If we are not to be monetarily compensated, how can the Government justify built in delays with no hope of recovering cost to monitor weather with NOAA reports in accordance with the chart and the added cost of justify additional time beyond anticipated?

What do we do for impacted weather delays like flooding and muddy unsafe ground conditions?

The time stated here cannot be interpreted as "Slack". It should be a Government cause delay because it is based on data computed by the Government unilaterally. Time extension of bad weather should be bilateral change.

If there were no anticipated delay, then it can be considered acts of God and non-compensable time only change agreed by both party as it occurs and recorded in the Daily CQC and QA Reports.

What do we do for impacted weather delays like flooding and muddy unsafe ground conditions?

A48. Special Contract Clause S-36.5, Time Extensions for Unusually Severe Weather, addresses actual adverse weather delay days that "prevent work on critical activities for 50 percent or more of the Contractor's scheduled work day." This clause attempts to alert Contractors to the possibility that weather could impact scheduled activities and the impact that it could cause should be accounted for when developing the construction schedule. This clause provides a monthly base line for determining the number of anticipated delay days as a result of adverse weather based on historical data from NOAA.

The task order performance periods will account for the anticipated adverse weather delay work days shown in the table. When developing their construction schedules, contractors should do the same. If and when the two conditions stated in Special Contract Clause S-36.5, Time Extensions for Unusually Severe Weather, are met, the Contracting Officer will consider a time extension under the contract clause entitled, 52.249-10 Default (Fixed Price Construction). Under the Default clause, contractors are given time, but no money.

Q49. From Marge, M Shiroma, e-mail dated 5/20/04:

According to AM-0002, para S-28-3, Penal Sum and Form of Offer Guarantee, states, "...security shall be in the form of \$625,000. Then, AM-0007, 52-228-1(c), Bid Guarantee, states, "The amount of the bid guarantee shall be \$2,916,667. Do we submit two guarantees? One for "Offer Guarantee" in the amount of \$625,000 and another for Bid Guarantee, in the amount of \$2,916,667? Clarification will be greatly appreciated.

A49. The offer guarantee amount is \$625,000. Section 00700 52.228-1 Bid Guarantee is corrected to reflect the same amount.

W9128A-04-R-0011

A.17 (AM-0008)