

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				J	1	3
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 28-Mar-2003	4. REQUISITION/PURCHASE REQ. NO. W68MD9-2339-3199		5. PROJECT NO.(If applicable)		
6. ISSUED BY USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT P.O. BOX 3755 SEATTLE WA 98124-3755	CODE DACA67	7. ADMINISTERED BY (If other than item 6) See Item 6		CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X	9A. AMENDMENT OF SOLICITATION NO. DACA67-03-R-0208	
				X	9B. DATED (SEE ITEM 11) 18-Mar-2003	
					10A. MOD. OF CONTRACT/ORDER NO.	
					10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) PROJECT: IDIQ Multiple Award Contract (MATOC) for Miscellaneous Construction, Repair and Maintenance of Facilities at Fort Lewis and Yakima, Washington. <p style="text-align: center;">(SEE CONTINUATION PAGE)</p>						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
				TEL: _____ EMAIL: _____		
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 28-Mar-2003		

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:CONTINUATION PAGE

A. The purpose of this Amendment Number One (0001) is to incorporate information concerning limitation of 8(a) firms to the State of Washington, and information concerning Joint Venture Agreements into Section 00110, and to add the following Security Contract language into Section 0800 – Special Contract Requirements.

B. The following paragraphs are added to Section 00110:

“1.1.1. Competition for this procurement is limited to eligible 9(a) firms located in **Washington State** and 8(a) participants in good standing, serviced by a SBA office outside of these states, but having a Bona fide branch office in this state. A Bona fide branch office is a place of business for purposes of 8(a) construction procurements located where an 8(a) participant regularly maintains an office that employs at least one full-time individual within the appropriate geographical boundary. The term does not include construction trailers or other temporary construction sites.

1.1.2. **Joint Venture Agreements** – Joint Venture Agreements are allowable on competitive 8(a) setasides and must be received by SBA prior to proposal due date and approved before award of a resulting contract. If you are contemplating a joint venture on this project, you must advise your assigned Business Opportunity Specialist (BOS) **as soon as possible**. It is also recommended that the agreement be submitted as soon as practicable to ensure compliance with established regulations. Any corrections and/or changes needed can be made only when your BOS has adequate time for a thorough review before the proposal due date. **NO corrections and/or changes are allowed after time of submission of proposal or bids.”**

C. The following paragraph is added to Section 00800: “**28. Security Contract Language for all Corps of Engineers’ Unclassified Contracts.** All Contractor employees (U.S. citizens and Non- U.S. citizens) working under this contract (to include grants, cooperative agreements and task orders) who require access to Automated Information Systems (AIS), (stand alone computers, network computers/systems, e- mail) shall, at a minimum, be designated into an ADP-III position (non-sensitive) in accordance with DoD 5220-22-R, Industrial Security Regulation. The investigative requirements for an ADP-III position are a favorable National Agency Check (NAC), SF-85P, and Public Trust Position. The contractor shall have each applicable employee complete a SF-85P and submit to the Seattle Corps of Engineers District Security Officer within three (3) working days after award of any contract or task order, and shall be submitted prior to the individual being permitted access to an AIS. Contractors that have a commercial or government entitle (CAGE) Code and Facility Security Clearance through the Defense Security Service shall process the NACs and forward visit requests/results of NAC to the Seattle Corps of Engineers District Security Officer. For those contractors that do not have a CAGE Code or Facility Security Clearance, the Seattle Corps of Engineers Security Office will process the investigation in coordination with the Contractor and contract employees. In accordance with Engineering Regulation, ER 380-1-18, Section 4, foreign nationals who work on Corps of Engineers’ contracts or task orders shall be approved by the HQUSACE Foreign Disclosure Officer or higher before beginning work on the contract/task order. This regulation includes subcontractor employees. (NOTE: exceptions to the above requirement include foreign nationals who perform janitorial and/or ground maintenance services). The contractor shall submit to the Division/District Contract Office, the names of all foreign nationals proposed for performance under this contract/task order, along with documentation to verify that he/she was legally admitted into the United States and has authority to work and/or go to school in the U.S. Such documentation may include a US passport, Certificate of US citizenship (INS Form N-560 or N-561), Certificate of Naturalization (INS Form N-550 or N-570), foreign passport with I- 551 stamp or attached INS form I-94 indicating employment authorization, Alien Registration Receipt Card with photograph (INS Form I-151 or I-551), Temporary Resident Card (INS Form I-688), Employment Authorization Card (INS Form I-688A), Reentry Permit (INS Form I-327), Refugee Travel Document (INS Form I-571), Employment authorization Document issued by the INS which contains a photograph (INS Form I-688B).

D. THE PROPOSAL DUE DATE AND TIME REMAINS THE SAME AT 17 APRIL 2003, 2 P.M. PST.

E. NOTICE TO BIDDERS: Offeror must acknowledge receipt of this amendment by number and date on Standard Form 33, in Block 14, or by telegram.

F. All Technical Amendments are available for download this date on the Army Corps of Engineers website at <http://www.nws.usace.army.mil/ct/>.

Attachments:

Revised Section 00110

Revised Section 00800

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**SECTION 00110
PROPOSAL SUBMISSION AND EVALUATION**

1. INTRODUCTION.

1.1. Your firm is invited to submit a proposal for the project entitled “Indefinite Delivery Indefinite Quantity (IDIQ) Multiple Award Contract (MATOC) for Miscellaneous Construction, Repair and Maintenance of Facilities at Fort Lewis and Yakima, Washington. Prospective offerors are required to prepare and submit proposals that will be evaluated in accordance with this section of the solicitation.

1.1.1. Competition for this procurement is limited to eligible 9(a) firms located in Washington State and 8(a) participants in good standing, serviced by a SBA office outside of these states, but having a Bona fide branch office in this state. A Bona fide branch office is a place of business for purposes of 8(a) construction procurements located where an 8(a) participant regularly maintains an office that employs at least one full-time individual within the appropriate geographical boundary. The term does not include construction trailers or other temporary construction sites.

1.1.2. Joint Venture Agreements – Joint Venture Agreements are allowable on competitive 8(a) setasides and must be received by SBA prior to proposal due date and approved before award of a resulting contract. If you are contemplating a joint venture on this project, you must advise your assigned Business Opportunity Specialist (BOS) as soon as possible. It is also recommended that the agreement be submitted as soon as practicable to ensure compliance with established regulations. Any corrections and/or changes needed can be made only when your BOS has adequate time for a thorough review before the proposal due date. NO corrections and/or changes are allowed after time of submission of proposal or bids.

1.2. Project Description. The Multiple Award Task Order Contract (MATOC) will consist of the award to 8(a) contractors, three separate construction contracts. Use of the MATOC will provide the Government with a construction product delivery method that can accommodate quick and straight-forward projects, as well as some complex projects, and can help minimize design effort and related overhead expenditures, as well as handle compressed schedules. Task orders will include a variety of trades such as carpentry, road repair, roofing, excavation, interior/exterior elements, steam welding, asbestos and lead paint abatement incidental to construction and/or project design. The MATOC will not be used for AE services; however, incidental AE services maybe needed for some projects.

1.3. Evaluation and Award. An Indefinite-Delivery Indefinite-Quantity type contract will be awarded to three 8(a) firms submitting the proposals that: a) conform to this Request for Proposal (RFP), b) are considered to offer the best value to the Government in terms of the evaluation factors, including price (seed project), and contractor's coefficient, and c) are determined to be in the best interest of the Government. The total amount of the three contracts will not exceed the cumulative value of \$6 million dollars per contract period, or \$30 million dollars over the life of the contract. See Section 00800 for details. No proposal shall be accepted that does not address all criteria specified in this solicitation or which includes stipulations or qualifying conditions. The evaluation process used to determine the most advantageous offer for the technical criteria is described in the following paragraphs. .

2. EVALUATION FACTORS. Proposals will be evaluated on the basis of two factors, TECHNICAL and PRICE (SEED PROJECT), listed in descending order of importance.

2.1. Technical Evaluation Criteria .

- 2.1.1. Relevant Experience.
- 2.1.2. Past Performance
- 2.1.3. Organizational Structure
- 2.1.4. Plan for Fiscal, Management and Technical Support by Home or Corporate Office & Subcontracting Capability

2.2. Pricing Factors:

2.2.1. Factor 1: The contractor must submit a price proposal for Seed project entitled "Closure of municipal Solid Waste Landfill . Price must be complete and accurate.

2.2.2. Factor 2: the price proposal must also include a contractor's coefficient (see Section 00800, SC-23 for further explanation and utilization of coefficient) for the purpose of pricing sole source orders. SC 23 will also further define elements which must be included in the coefficient.

2.2.3. Each pricing factor will be evaluated for reasonableness. The pricing factors will be evaluated but not rated. Financial capacity and bonding ability will be checked for responsibility during preaward survey, but not rated.

2.3. Relative Importance Definitions: For this evaluation, the following terms will be used to establish the relative importance of the technical criteria to each other:

2.3.1. **Significantly More Important:** The criterion is three (3) times more important in value to the Government than another criterion.

2.3.2. **More Important:** The criterion is two (2) times more important in value to the Government than another criterion.

2.3.3. **Equal:** The criterion is of the same value to the Government as another criterion.

2.4. Summary Of Order Of Importance For Technical Criteria:

2.4.1. Criteria 1 and 2 are equal.

2.4.2. Criteria 1 and 2 are significantly more important than criteria 3.

2.4.3. Criteria 3 is more important than criteria 4.

2.5. Technical Merit Ratings: Technical evaluation criteria will be rated using the following adjectival descriptions. Evaluators will apply the appropriate adjective to each criterion rated.

2.5.1. OUTSTANDING. The proposal **fully meets** all minimum performance, capability or qualifications standards required by the RFP **and exceeds many** of the requirements. Information submitted demonstrates offeror's potential to significantly exceed performance or capability standards. The offeror has clearly demonstrated an understanding of all aspects of the requirements to the extent that timely and highest quality performance is anticipated. Has exceptional strengths that will significantly benefit the Government. The offeror's qualifications met the fullest expectations of the Government. The offeror has convincingly demonstrated that the RFP requirements have been analyzed, evaluated, and synthesized into approaches, plans, and techniques that, when implemented, should result in outstanding, effective, efficient, and economical performance under the contract. An assigned rating within "outstanding" indicates that, in terms of the specific factor (or subfactor), the submittal very significantly exceeds most or all solicitation requirements. **VERY HIGH PROBABILITY OF SUCCESS.**

2.5.2. ABOVE AVERAGE. The proposal **meets all** of the minimum performance, capability or qualifications standards required by the RFP **and exceeds some** of them. Has one or more strengths that will benefit the Government. The offeror's qualifications are adequately responsive. Information submitted demonstrates offeror's potential to exceed performance or capability standards. Has one or more strengths that will benefit the Government. The areas in which the offeror exceeds the requirements are anticipated to result in a high level of efficiency or productivity or quality. The submittal contains excellent features that will likely produce results very beneficial to the Government. . Response exceeds a "Satisfactory" rating. **HIGH PROBABILITY OF SUCCESS.**

2.5.3. SATISFACTORY (NEUTRAL). Proposal **meets all** of the minimum performance, capability or qualifications standards required by the RFP with few or no advantages or strengths. Equates to Neutral. Information submitted demonstrates offeror's potential to meet performance or capability standards. Acceptable solution. Meets minimum standard requirements. Few or no advantages or strengths. A rating of "Satisfactory" indicates that, in terms of the specific factor (or subfactor), the offeror may satisfactorily complete the proposed tasks, but there is at least moderate risk that

he will not be successful. Equates to Neutral. Good probability of success as there is sufficient confidence that a fully compliant level of performance will be achieved. Meets all RFP requirements. Response exceeds a “Marginal” rating. **No significant advantages or disadvantages.**

2.5.4. MARGINAL. The proposal **meets most** of the minimum performance, capability or qualifications standards required by the RFP. Information submitted demonstrates offeror’s potential to marginally meet performance or capability standards necessary for minimal but acceptable contract performance. The submittal is not adequately responsive or does not address the specific factor(s) (or subfactor(s)). The offeror’s interpretation of the Government’s requirements is superficial, incomplete, vague, incompatible, incomprehensible, or incorrect. The assignment of a rating within the bounds of “Marginal” indicates that the evaluator feels that mandatory corrective action would be required to prevent significant deficiencies from affecting the overall project. The offeror’s response demonstrates an acceptable understanding of the requirements of the RFP and the approach will likely result in an adequate quality of performance, which represents a moderate level of risk to the Government. Low probability of success although the submittal has a reasonable chance of becoming at least acceptable. Response exceeds an “unsatisfactory” rating. **Significant weaknesses and some disadvantages.**

2.5.5. UNSATISFACTORY. **Fails to meet** performance or capability standards. Requirements can only be met with major changes to the submittal. The submittal does not meet the minimum requirements of the RFP. There is no reasonable expectation that acceptable performance would be achieved. Offeror’s response has many deficiencies and/or gross omissions; failure to provide a reasonable, logical approach to fulfilling much of the Government’s requirements; failure to meet many of the minimum requirements. The offeror’s proposal is so unacceptable that it would have to be completely revised in order to attempt to make it other than unacceptable. **VERY SIGNIFICANT DISADVANTAGES.**

2.6. DEFINITIONS OF KEY EVALUATION TERMS.

2.6.1 Deficiency – A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level. Examples of deficiencies include a statement by the offeror that it cannot or will not meet a requirement, an approach that clearly does not meet a requirement, or omission of data required to assess compliance with the requirement.

2.6.2. Strength – An aspect of a proposal that appreciably decreases the risk of unsuccessful contract performance or that represents a significant benefit to the Government.

2.6.3. Weakness – A flaw in the proposal that increases the risk of unsuccessful contract performance. A “significant weakness” in the proposal is a flaw that appreciably increases the risk of unsuccessful contract performance.

2.6.4. Uncertainty – Any aspect of the proposal for which the intent of the offeror is unclear because there may be more than one way to interpret the offer or because inconsistencies in the offer indicate that there may be an error, omission or mistake, Examples include a mistake in calculation or measurement and contradictory statement.

3. TECHNICAL CRITERIA SUBMITTAL REQUIREMENTS.

3.1. Relevant Experience.

Provide documentation, which demonstrates the types of relevant experience for itself and for any proposed Division, subcontractor, or teaming contractor whose effort on this contract will significantly influence performance of the proposed construction and design-build effort. Data presented must include all relevant contracts held within the past five (5) years and demonstrates an ability to handle the construction of multiple projects with multiple disciplines. Relevant construction experience will be limited to performance of projects similar in size, scope, and complexity to those that may be ordered under this contract. The work to be described under this criteria shall include renovation, alteration and repair, new construction and some associated architecture and engineering work. Offerors should also explain how the information provided is relevant to the proposed acquisition. Projects submitted should be reflective of the type of work identified by this contract. Work should demonstrate multiple projects done during a period of time and show the contractor’s ability to complete multiple projects simultaneously with satisfactory results on all projects. A maximum of ten (10) projects will be evaluated. If more than ten projects are submitted, only the first ten projects will be evaluated starting with the most recent project and working back. Data presented shall be limited to two pages per contract described. Failure to provide the correct, current phone number, fax number, and email address for each point of contact (POC) listed may result in a lower rating for this criteria. Copies of industry awards, certificates, and letters of recommendation may be submitted and will not count in the page limitation. Offerors should include projects with the Federal Government, state and local government agencies, and commercial customers.

3.1.1. Using a format similar to that shown below, provide specific information on the projects listed.

Relevant Experience of Firm:

Project Title, Contract Number & Location
Project Construction Type (e.g., Indefinite-Delivery, Indefinite-Quantity)
Total Dollar Amount
Start & Completion Dates (Month/Year)
Role of Firm(s) (e.g., prime, sub) (address type of work performed and percentage of work, as applicable); also include any proposed team members that were directly involved in this project, including work performed, roles and responsibilities.
Brief Description of Project (address how this relates to solicitation project)
Customer Point of Contact (i.e., name, relationship to project, agency/firm affiliation, city, state, current phone no, and email address if available)
Awards or recognition received (if applicable)

3.2. Past Performance of the Prime. Past performance of the prime contractor will be evaluated using the CCASS database. All performance ratings for the past five (5) years shall be considered. If an offeror does not have past performance available in CCASS or wishes to augment the CCASS system ratings, the offerors may ask customers to submit the Customer Satisfaction Survey found at the end of this section. For each project constructed for Private Industry, provide a completed customer satisfaction survey for each applicable project within the last five (5) years. All Customer Satisfaction Surveys must be submitted to the Government from the customer or agency that is providing the information. Further instructions are found at the top of the Customer Satisfaction Survey. The Government reserves the right to consider all aspects of an offeror’s performance history, but will attribute more significance to work that was similar in nature, magnitude, and complexity to this project. Should the offerors want to review the CCASS ratings contained in the Corps of Engineers CCASS Database, they may request the information by fax on company letterhead at the following telefax number: (503) 808-4596. The Government reserves the right to contact the evaluator on previous Government or Private Sector work to verify the Offeror’s construction experience. In the case of an offeror without a record of past performance or for whom information on past performance is not available, the offeror **may not be evaluated as favorable or unfavorable** on past performance (See FAR 15.305(a)(2)(iv)). Surveys submitted directly by the offeror may not be considered. Please ensure envelopes containing surveys being submitted to this office do not contain the offeror’s return address. As a maximum, no more than five (5) customer satisfaction surveys will be considered for the prime firm.

The Government will evaluate the relative merits of each offeror’s past performance. Government databases will be checked and previous customers may be contacted as references. Offerors shall submit a list of all customers (including current Point of Contact and phone number) to whom a Customer Satisfaction Survey was provided.

(SEE THE REPRODUCIBLE FORM AT THE END OF THIS NOTICE). To be considered, the Surveys must be completed by the customers and mailed, hand-delivered, or faxed directly by the customer to the Contracting Office for receipt no later than the time and date the proposal is due.

3.3. Organizational Structure.

3.3.1. Provide an organizational chart that clearly identifies the management, design, and construction teams, and key positions to be utilized in executing task orders under the contract. Chart should show the interrelationship of the management team and the on-site project teams. Key positions should include Project General Manager (the person in the corporation that will lead all the personnel under this contract); Project Manager(s) (person(s) leading the effort on task order(s)); Site Quality Control Manager (Lead QC for the contract); Construction Superintendent (Construction super assigned to Task Order(s) under this contract); AE Project Manager (lead PM/engineer representing the supporting design firm). Identify these positions (or your company's label for these positions) on the organization chart and then provide their position qualifications and CV for those proposed to be used on this contract

3.3.2. Describe the hiring criteria for the key positions stated above to include level of education, professional licenses, technical certifications/licenses/qualifications, experience and background, skill levels and training. Provide resumes for each member of the management team citing specific relevant experience.

3.3.3. Describe overall management approach with regard to organization, coordination, monitoring, and control of construction and/or design-building projects. Describe interface with on-site, home office, subcontractor operations, design and construction teams, Government project managers, contracting officials, inspectors, and users demonstrating thorough understanding of the design building process and sound management approach.

3.3.4. Describe plan for responding to and managing multiple contract task orders of varying size and complexity issued simultaneously.

3.3.5. Demonstrate the ability to effectively team with A-E's, trade subcontractors and in-house personnel.

3.3.6. Describe the project manager's role in the organization and indicate who on the team will have the prime responsibility for total coordination of all disciplines when a design-build effort is involved.

3.4. Subcontracting Management. Describe the method and criteria to be used in selection of subcontractors. Describe policies and procedures for subcontractor management, including surveillance, quality control, scheduling, and performance. Describe the process/system for soliciting subcontractors and measures to be employed to insure appropriate level of experience and quality of work.

4. PROPOSAL CONTENTS.

4.1. Proposals shall be submitted in two parts: a technical proposal and (b) a price proposal (Seed Project). Each shall be submitted in a separate envelope or package with the type of proposal (i.e., technical or price) clearly printed on the outside of the envelope or package. The maximum number of pages in the proposal shall be 60 with font size no smaller than 10 point. Proposals must set forth full, accurate, and complete information as required by this RFP. Absence of information will be deemed as if no support for that criteria is available. Offerors submitting proposals should limit submission to data essential for evaluation of proposals so that a minimum of time and moneys are expended in preparing information required by the RFP. Proposals are to be on 8 ½ x 11 – inch paper, to the maximum extent practicable, and submitted in standard letter (8 ½ x 11-inch) hardback loose-leaf binders. Contents of binders shall be tabbed and labeled to afford easy identification from the proposal Table of Contents. No material shall be incorporated by reference or reiteration of the RFP. Any such material will not be considered for evaluation. It shall be presented in a manner, which allows it to "STAND ALONE" without need for evaluators to reference other documents. Photographs and organizational charts will not be considered a page. Proposals in excess of 60 pages may be discarded. Unnecessarily elaborate brochures or other presentation materials beyond those sufficient to present a complete and effective response are not desired and may be construed as an indication of the proposer's lack of cost-consciousness. Penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.

4.2. **Technical Proposal Format.** As a minimum, each copy of the technical proposal should contain the information, and follow the general format specified below. Pages should be numbered from beginning to end, without repeating for new sections.

TECHNICAL PROPOSAL (5 SETS REQUIRED (ORIGINAL + 4 COPIES))

- Technical Proposal Cover Letter, to include:
 - Solicitation Number
 - Name, address, and telephone and facsimile numbers of the Offeror (and electronic address, if available)
 - 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
 - Names, title, and signature of the person authorized to sign the proposal.
 - A statement specifying the extent of agreement to furnish any and all items upon which prices are offered at the prices set opposite each item.
 - A statement that the offer has an acceptance period of 120 calendar days from the date the offer is submitted.
- Table of Contents. List all sections for the technical proposal. Any future amendments, additions and/or revisions to proposal shall include updated Table of Contents for each set.

Technical Proposal Cover Letter Continued:

- Relevant Experience
- Past Performance
- Organization Structure
- Plan for Fiscal, Management and Technical Support by Home or Corporate Office & Subcontracting Capability

4.3. **COEFFICIENT AND DESIGN SERVICES PRICE PROPOSAL.** The coefficient/price proposal shall be submitted in ORIGINAL only and must be signed by an official authorized to bind your organization. Provide, the name, address, phone and fax numbers for your bank and bonding company. Financial capability will be checked, but not evaluated. Note that SF 1442, Block 13D, provides the number of calendar days after the date of the offer which the proposal is firm.

The price proposal for the seed project, to be submitted at the same time as technical proposal, should include:

Price Proposal (Original Only)

- SF 1442, Solicitation, Offer and Award and Corporate Certificate
- Acknowledge all amendments by number and date in Block 19 on SF 1442 BACK
- Price Proposal for Seed Project, Coefficient, Section 00600, Representation, Certifications and Other Statements of Offerors and Pre-award Information
- Bid Bond

5. **SELECTION AND AWARD WITHOUT DISCUSSIONS.** It is the intent of the Government to make award based upon initial offers, without further discussions or additional information. Therefore, proposals should be submitted initially on the most favorable terms from a price and technical standpoint. Do not assume you will be afforded the opportunity to clarify, discuss or revise your proposal. If award is not made on initial offers, discussions will be conducted as described below.

6. **COMPETITIVE RANGE.** After initial evaluation of proposals, if the Contracting Officer determines that discussions are to be conducted, the Contracting Officer will establish a competitive range comprised of all of the highest rated technical proposals, unless the range is further reduced for purposes of efficiency (i.e., the Contracting Officer may determine that the number of most highly rated proposals that might otherwise be included in the competitive range exceeds the number at which an efficient competition can be conducted). Discussions may be held with firms in the competitive range.

7. DISCUSSIONS. Written or oral (i.e., telephonic) discussions may be conducted by the Government with all offerors in the competitive range. As a result of discussions, offerors may make revisions to their initial offers. If an offeror's proposal is eliminated or otherwise removed from the competitive range during discussions, no further revisions to that offeror's proposal will be accepted or considered. Discussions will culminate in a request for Final Proposal Revision, the date and time of which will be common to all offerors.

8. SELECTION AND AWARD. The Government intends to make award based on initial offers. If discussions are conducted, then after receipt of Final Proposal Revision, the Technical Evaluation Team will evaluate supplemental information provided by offerors, adjust technical ratings previously assigned, and provide a recommendation to the Contracting Officer. Subsequently, and after evaluation of any changes to proposed prices, the Contracting Officer will perform a best-value analysis. Selection will be made on the basis of the responsible offer, which conforms to the RFP and represents the most advantageous offer to the Government, subject to availability of funds.

9. BEST-VALUE ANALYSIS

9.1. The Government is more concerned with obtaining superior technical proposals, than with making award at the lowest overall price to the Government. In determining the best value to the Government, the tradeoff process of evaluation will be utilized. The tradeoff process permits tradeoffs among cost or price and non-cost factors, and allows the Government to consider award to other than the lowest priced offeror or other than the highest technically rated offeror.

9.2. **You are advised that greater consideration will be given to the evaluation of technical proposals rather than price, with evaluation factors other than cost or price, when combined, are significantly more important than cost or price.** The best-value offers of three contractors will be selected using a tradeoff analysis of technical ratings and price. In making this determination, the Government is concerned with achieving highly qualified firms with a reasonable price. It is pointed out, however, that should technical competence between offerors be considered approximately the same, the price could become more important in determining award. Award of Task Order Number 0001 entitled "Closure of Municipal Solid Waste Landfill Cell 6, Fort Lewis, Washington", will be made to one of the three contractors awarded this MATOC contract, who represents the lowest price for this seed project.

10. DEBRIEFINGS. Upon written request to the Contracting Officer, unsuccessful offerors will be debriefed and furnished the basis for the selection decision and contract award. Debriefings will be in accordance with FAR Part 15. 505 and 15.506.

11 PROPOSAL EXPENSES AND PRECONTRACT COSTS. This RFP does not commit the Government to pay costs incurred in preparation and submission of the initial and any subsequent proposals or for any other costs incurred prior to execution of a formal contract.

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SECTION 00800

SPECIAL CONTRACT REQUIREMENTS

TABLE OF CONTENTS

PARAGRAPH NUMBER	PARAGRAPH TITLE
1.	Purpose and Scope
2.	Period of Service
3.	Ordering Procedures for Task Orders
4.	Proposal Submission Requirements- Competitive RFP's
5.	Proposal Submission Requirements- Sole Source
6.	Evaluation Method and Procedures
7.	General Wage Decisions
8.	Bid Guarantees
9.	Performance and Payment Bonds
10.	Commencement, Prosecution and Completion of Work
11.	Liquidated Damages – Construction
12.	Insurance – Work on a Government Installation
13.	Time Extensions
14.	Performance of Work by the contractor
15.	Shop Drawings and Submittals
16.	Physical Data
17.	Layout of Work
18.	Evaluation of Contractor's Performance
19.	Plans and Specifications
20.	Order of Precedence
21.	Option to extend the Term of the Contract
22.	Task Order Including Design and Construction Services
23.	Contractor's Coefficient
24.	Availability of Specifications Listed in the DOD Index ...
25.	Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity
26.	Energy Star
27.	Recovered Materials
<u>28.</u>	<u>Security Contract Language for all Corps of Engineers' Unclassified Contracts</u>

SECTION 00800
SPECIAL CONTRACT REQUIREMENTS

SC-1. **PURPOSE AND SCOPE** . The purpose of this indefinite-delivery, indefinite-quantity (IDIQ) Multiple-Award Task Order Contract (MATOC) is to provide real property repair and maintenance and minor construction services for military projects at Fort Lewis and Yakima Training Center, Washington. Use of the MATOC will provide the Government with a construction product delivery method that can accommodate quick and straight-forward projects, as well as some complex projects, and can help minimize design effort and related overhead expenditures, as well as handle compressed schedules. **Three** contracts will be awarded as a result of this solicitation. As requirements develop, Requests for Proposals (RFP) for Task Orders will be issued on a competitive or sole source basis, at the Government's option. Award of competitive Task Orders may be based on either best value or low price. Sole source orders will be based on 2003 R.S. MEANS and the contractor's coefficient. Task Orders will vary in size from \$50,000 to \$3 million and can be issued by the Seattle District Contracting Officer. Orders will include tasks in a variety of trades, such as carpentry, road repair, roofing, excavation, interior/exterior electrical, steam fitting, HVAC, plumbing, sheet metal, painting, fencing, demolition, concrete, masonry and welding, as well as asbestos and lead-paint abatement that is incidental to construction or project design.

SC-2. **PERIOD OF SERVICE**. Day one of each contract is the date of signature by the Contracting Officer. The ordering period for each contract shall automatically end upon the completion of the base period absent an extension.

2.1. Both contracts will include a base period, not-to exceed (NTE) one year and four option periods (NTE one year each), for a total contract performance period NTE five years. If capacity is fully utilized for any period before the one-year time limit, the Government may decide to exercise the next option early. Maximum value of all work awarded under the **three** MATOC's will be limited to \$6 million per contract period (shared by the three contractors) or \$30 million over the life of the contracts. Task Order minimum and maximum limits are \$50,000 and \$3 million, respectively. The minimum-guarantee amount (shared by the three contractors) for the base period is \$120,000 per contract awarded. The minimum-guarantee amount (shared by the three contractors) for each option period exercised is \$60,000 per contract award. The expiration or termination of the ordering period shall not affect any order issued during the effective period of these contracts. Only the Contracting Officer executing these contracts and the Successor Contracting Officer has the authority to modify the term and conditions of these contracts.

SC-3. ORDERING PROCEDURES FOR TASK ORDERS.

3.1. A Request for Proposal (RFP) shall be issued when the Government requires work performed under this MATOC contract. The RFP shall include information concerning the statement of work, guide specifications, drawings, attachments, information pertaining to a site visit, design requirements for design-build projects, evaluation criteria, and any other requirements for submission (e.g. proposal requirements, bid schedule, etc.). Performance and payment bonds shall be required for Task Orders, as described in SC 9, PERFORMANCE AND PAYMENT BONDS AND ALTERNATIVE PAYMENT PROTECTIONS FOR CONSTRUCTION CONTRACTS. Bid bonds will be required if stated in the RFP in accordance with SC-8, BID GUARANTEE.

3.2. It is anticipated that the majority of the Task Orders will be awarded based on competition. Awardees may compete for projects among themselves and with other MATOC's already awarded. The Government reserves the right to issue additional solicitations and award additional contracts within the region covered by this solicitation. In this event, new MATOC contractors, in accordance with the terms of their contracts, may compete for Task Orders with the Contractors selected under this solicitation.

3.3. Competing for a Task Order. In determining eligibility to compete, the Contracting Officer will consider such factors as past performance on earlier Task Orders under the MATOC, quality, timeliness, or other factors the Contracting Officer determines are relevant to award of a particular Task Order. In the event a Contractor is unable to submit an offer in response to an RFP, the Contractor shall notify the Contracting Officer in writing.

3.4. All MATOC Contractors will be given a fair opportunity to bid on projects unless the Contracting Officer determines:

- a. an urgent need exists and seeking competition would result in unacceptable delay
- b. only one Contractor is capable at the level of quality required because the requirement is unique or highly specialized
- c. a sole source is in the interest of economy and efficiency as a logical follow-on to an order already competed
- d. to satisfy contract minimum award obligations.

3.5. Offeror's attendance at walk-throughs is considered vital to preparation of competitive and cost-effective offers, and to understanding the total results desired by the Government. Failure to attend walk-throughs may not be used as an excuse for omission or miscalculation in offers, and may be taken into consideration in determining a Contractor's eligibility to participate in future Task Orders. The Contractor will not be reimbursed for attendance during negotiations, site visits, or other pre-Task Order costs.

3.6. **Award Decision.** Whenever possible, award will be made without discussions. At the conclusion of any discussions, each MATOC contractor will be requested to provide a final proposal revision. Task Order award will be made based on the lowest price or the best value to the Government, as described in the RFP. The awarded Task Order will be firm fixed-price with a specific completion date.

3.7. Task Orders will be issued on DD Form 1155. Orders may be placed via mail, telephone, facsimile or electronic commerce. The Task Order becomes binding when the Contracting Officer signs the Order. Notice to Proceed (NTP) will be issued separately after receipt of acceptable performance and payment bonds. The Seattle District Corps of Engineers Contracting Officer is authorized to issue orders under the MATOC contracts.

3.8. In accordance with FAR 16.505(a) (8), no protest under Subpart 33.1 is authorized in connection with the issuance or proposed issuance of an order under a Task Order Contract except for a protest on the grounds that the order increases the scope, period, or maximum value of the contract.

3.9. **Ombudsman.** If the Contractor believes it was not fairly considered for a particular Task Order, the Contractor may present the matter to the Contracting Officer. The Contractor may appeal the explanation or decision of the Contracting Officer to the U.S. Army Corps of Engineers (USACE) Ombudsman, who is the USACE Principal Assistant Responsible for Contracting (PARC), at the following address: Headquarters, U.S. Army Corps of Engineers, Attention: CEPR-P (USACE Ombudsman), 20 Massachusetts Avenue N.W., Washington, DC 20314-1000. The ombudsman will review the Contractor's complaint, and in coordination with the Contracting Officer, ensure that the Contractor was afforded a fair opportunity to be considered for the Task Order.

3.10. **Ordering. (FAR 52.216-18) (OCT 1995)**

a. Any supplies and services to be furnished under this contract shall be ordered by issuance of Task Orders by the individuals or activities designated in this contract. Such orders may be issued from date of contract award until the 365th calendar day thereafter.

b. All Task Orders are subject to the terms and conditions of this contract. In the event of conflict between a Task Order and this contract, the contract shall control.

c. If mailed, a Task Order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in this contract.

3.11 **Task Order Limitations.** (FAR 52.216-19) (OCT 1995)

a. **Minimum Order.** When the Government requires supplies or services covered by this contract in an amount less than \$50,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

b. **Maximum Order.** The maximum Task Order limitation is \$3 million, including subsequent modifications. The Government may combine several projects, as indicated by separate Statements of Work and individual line items, in one Task Order, as required. The Contractor is not obligated to honor—

- (1) Any order for a single Task Order less than \$50,000;
- (2) Any order for a single Task Order in excess of \$3 million.

SC-4. **PROPOSAL SUBMISSION REQUIREMENTS - COMPETITIVE RFPs.**

4.1. Depending upon the requirements of each Task Order, the Contractor will provide one of the following in response to an RFP: (a) lump-sum price, (b) a price for each line item in the Schedule (when optional items are used), or (c) technical proposal in one package and the price proposal in a separate package.

4.2. Contractors shall respond within the number of calendar days stated in the RFP by submitting a proposal to the Contracting Officer in accordance with requirements stated in the RFP.

4.3. Proposals will either be accepted as is or negotiated to the mutual agreement of both the Government and the Contractor. Upon conclusion of satisfactory discussions or negotiations (if required), a Task Order will be issued by the Contracting Officer reflecting the negotiated order price and payment terms as outlined in the statement of work or specifications. In any instance where there is failure to reach agreement on price, the Government reserves the right to withdraw the project and have it completed by other means.

SC-5. **PROPOSAL SUBMISSION REQUIREMENTS - SOLE SOURCE.**

5.1. When it is necessary to negotiate with one firm on a sole-source basis, the 2003 R.S. MEANS and the Contractor's coefficient shall be utilized in establishing the price. For any items not covered by MEANS, the Contractor shall provide competitive quotes to establish a fair and reasonable price. The Contractor's coefficient will be applied to the overall MEANS price to establish the total value of the Task Order. There may be circumstances where proposals will be negotiated without R.S. MEANS, such as follow-on work.

5.2. **Coefficient for Modifications to Task Orders.** When it is determined that a Task Order requires a modification, the Contractor shall calculate his proposal utilizing the same coefficient that was used in calculating the task order price, regardless of the date of the modification.

SC-6. **EVALUATION METHOD AND PROCEDURES.**

6.1. The Contracting Officer, in making decisions in award of any individual Task Order, may consider factors such as past performance on earlier Task Orders under the MATOC, quality, timeliness, or other factors that the Contracting Officer determines to be relevant to award of a particular Task Order. Award factors will vary depending on the unique requirements for each Task Order; however, pricing will weight heavily.

6.2. When an RFP for a Task Order is issued, the Government intends to select the most advantageous, responsive, and responsible proposal resulting in the Best Value to the Government, price and other factors considered.

6.3. There may be instances where the technical rating outranks price. Each RFP will describe criteria to be utilized in evaluating Task Order proposals.

6.4. **Arithmetic Discrepancies in the Evaluation of Offers Submitted in Response to RFPs for Individual Task Orders.**) EFARS (MAR 1995)

a. For the purpose of initial evaluations of offers proposed for individual Task Orders, the following will be utilized in resolving arithmetic discrepancies found on the face of pricing schedule as submitted by the Offeror: (1) Obviously misplaced decimal points will be corrected; (2) Discrepancy between unit price and extended price, the unit price will govern; (3) Apparent errors in extension of unit prices will be corrected; (4) Apparent errors in addition of lump-sum and extended prices will be corrected.

b. For purposes of price evaluation, the Government will proceed on the assumption that the Offeror intends the proposed price to be evaluated on basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above.

c. These correction procedures shall not be used to resolve any ambiguity concerning which price is low.

6.5. **Contract Prices--Bidding Schedules.** The Government's payment for the items listed in the Pricing Schedules of individual Task Orders shall constitute full compensation to the Contractor for-- (1) Furnishing all plant, labor, equipment, appliances, and materials; and (2) Performing all operations required to complete the work in conformity with the drawings and specifications. The Contractor shall include in the prices for the items listed in the Bidding Schedule all costs for work in the specifications, whether or not specifically listed in the Bidding Schedule.

6.6. **Evaluation of Options (FAR 52.217-5) (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 the purpose of awarding Task Orders 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).

SC-7. **GENERAL WAGE GENERAL DECISIONS.** Davis-Bacon wage rates shall be utilized for all Task Orders under this contract. Wage decisions will be updated as each task order is issued with no adjustment in contract price (reference Sec 0700, FAR Clause 52.222-30).

SC-8. **BID GUARANTEE. (FAR 52.228-1) (SEP 1996)** – A bid guarantee shall be included in each offer submitted in response to a Task-Order RFP if so stated in the task order RFP.

a. Failure to furnish a bid guarantee in the proper form and amount, by the time set for submittal of offers, may be cause for rejection of the offer.

b. The Offeror 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 offerors as soon as practicable after the closing date, and (2) to the successful Offeror upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the offer as accepted.

c. The amount of the bid guarantee shall be 20 percent of the offer price or \$3 million, whichever is less.

d. If the successful Offeror, upon acceptance of its offer by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 5 calendar days after receipt of the forms by the Offeror, the Contracting Officer may terminate the contract for default.

e. In the event the contract is terminated for default, the Offeror 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.

SC-9. PERFORMANCE AND PAYMENT BONDS, AND ALTERNATIVE PAYMENT PROTECTIONS FOR CONSTRUCTION CONTRACTS. FAR 52.228-15 (Jul 2000)

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

"Original contract price" means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is \$100,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance Bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment Bonds (Standard Form 25-A). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection.

(i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the:

U.S. Department of Treasury
Financial Management Service
Surety Bond Branch
401 14th Street, NW, 2nd Floor, West Wing
Washington, DC 20227

(e) Notice of subcontractor waiver of protection (40 U.S.C. 270b(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

SC-10. **COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (FAR 52.211-10) (APR 1984)**. The Contractor shall be required to commence work within the time frame specified in the individual Task Orders, prosecute the work diligently, and complete the entire work ready for use not later than the number of calendar days specified in the Task Order. The time stated for completion shall include final cleanup of the premises. The Contractor shall ensure that all Task Order work under this contract is completed and that submittals are made in accordance with the time allowances and progress schedules set forth in individual Task Orders. The schedule is subject to adjustment by the Contracting Officer or a duly authorized representative, in writing, for material delays on the part of the Government and for conditions beyond the control of the parties hereto. The order completion schedule shall be based on receipt of either written or verbal Notice to Proceed (NTP), whichever is sooner.

SC-11. **LIQUIDATED DAMAGES – CONSTRUCTION. (FAR 52.211-12)(SEP 2000)**

11.1. (a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of

- | | |
|---|-------|
| (i) All work within a 100 mile radius of Fort Lewis, WA | \$642 |
| (ii) All other work managed by the Fort Lewis Area Office, Fort Lewis, WA | \$699 |

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

11.2. For any number of Task Orders accomplished at one site for which delay costs are applicable at the same time, the total daily liquidated damages will be limited to the damages for one Task Order for each calendar day of delay except when separate additional damages are specified in an individual Task Order. These additional damages, if specified, shall be concurrent and cumulative and applied in addition to the basic liquidated damages noted above or in the Task Order. For any number of Task Orders at separate sites for which delay costs are applicable at the same time, the total daily basic liquidated damages shall be applied concurrent and cumulative. This shall be calculated with each and any other delinquent Task Order for each calendar day of

delay. If separate liquidated damages are specified in the Task Order, this amount will be separate from other task orders.

11.3. If the Government terminates the Contractor's right to proceed, resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the Government in completing the work.

11.4. If the Government does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

11.5. Exception to Liquidated Damage. In case the Contracting Officer determines completion of work is not feasible during the completion period(s) stated in the Task Order, such work will be exempted from liquidated damages.

SC-12. INSURANCE - WORK ON A GOVERNMENT INSTALLATION. (FAR 52.228-5) (JAN 1997)

a. The Contractor shall, at its own expense, provide and maintain during the entire performance period of this contract at least the kinds and minimum amounts of insurance required in the Insurance Liability Schedule or elsewhere in the contract.

b. Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective:

(1) for such period as laws of the State in which this contract is to be performed prescribe; or

(2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

c. The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

d. Insurance Liability Schedule (FAR 28.307-2)

(1) Workers' compensation and employer's liability. Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when Contract operations are so commingled with a Contractor's commercial operation that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in states with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(2) General Liability.

(A) The Contracting Officer shall require bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

(B) Property damage liability insurance shall be required only in special circumstances as determined by the agency.

(3) Automobile liability. The Contracting Officer shall require automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing work under the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(4) Aircraft public and passenger liability. When aircraft are used in connection with performing work under the contract, the Contracting Officer shall require aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(5) Vessel liability. When contract performance involves use of vessels, the Contracting Officer shall require, as determined by the agency, vessel collision liability and protection and indemnity liability insurance.

(6) Environmental Liability. If this contract includes the transport, treatment, storage, or disposal of hazardous material waste the following coverage is required.

The Contractor shall ensure the transporter and disposal facility have liability insurance in effect for claims arising out of the death or bodily injury and property damage from hazardous material/waste transport, treatment, storage and disposal, including vehicle liability and legal defense costs in the amount of \$1,000,000 as evidenced by a certificate of insurance for General, Automobile, and Environmental Liability Coverage. Proof of this insurance shall be provided to the Contracting Officer.

SC-13. **TIME EXTENSIONS.** FAR 52.211-13 (Sept 2000)

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

SC-14. **PERFORMANCE OF WORK BY THE CONTRACTOR.** (FAR 52.236-1) (APR 1984). The Contractor shall perform on the site, and with its own organization, work equivalent to at least fifteen percent (15%) of the total amount of work to be performed under the contract. The percentage may be reduced by a supplemental contract to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

SC-15. **SHOP DRAWINGS AND SUBMITTALS.** The Contractor is responsible for preparation of all shop drawings, submittals, and as-builts for each Task Order in accordance with requirements contained therein.

SC-16. **PHYSICAL DATA** (FAR 52.236-4) (APR 1984). Data and information furnished or referred to below is for the Contractor's information. The Government will not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) **Physical Conditions:** The indications of physical conditions on the drawings and in the specifications are the result of site investigations by test holes shown on the drawings.

(b) **Weather Conditions:** Each bidder shall be satisfied before submitting his bid as to the hazards likely to arise from weather conditions. Complete weather records and reports may be obtained from any National Weather Service Office.

(c) **Transportation Facilities:** Each bidder, before submitting his bid, shall make an investigation of the conditions of existing public and private roads and of clearances, restrictions, bridge load limits, and other limitations affecting transportation and ingress and egress at the job site. The unavailability of transportation facilities or limitations

thereon shall not become a basis for claims for damages or extension of time for completion of the work.

(d) **Right-of-Way**: The right-of-way for the work covered by these specifications will be furnished by the Government, except that the Contractor shall provide right-of-way for ingress and egress across private property where necessary to gain access to the job site. The Contractor may use such portions of the land within the right-of-way not otherwise occupied as may be designated by the Contracting Officer. The Contractor shall, without expense to the Government, and at any time during the progress of the work when space is needed within the right-of-way for any other purposes, promptly vacate and clean up any part of the grounds that have been allotted to, or have been in use by, him when directed to do so by the Contracting Officer. The Contractor shall keep the buildings and grounds in use by him at the site of the work in an orderly and sanitary condition. Should the Contractor require additional working space or lands for material yards, job offices, or other purposes, he shall obtain such additional lands or easements at his expense.

SC-17. **LAYOUT OF WORK (FAR 52.236-17) (APR 1984)**. The Contractor shall lay out its work from Government-established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due, or to become due, to the Contractor.

SC-18. **EVALUATION OF CONTRACTOR PERFORMANCE**. In accordance with FAR 36.201(a)(1)(i), the Contractor's performance will be evaluated upon completion of each Task Order of \$500,000 or more. As an alternative, the Contractor's performance may be evaluated upon completion of work on several small Task Orders with a total dollar value of \$500,000 or more. Interim evaluations may be prepared at any time during contract performance when determined to be in the best interest of the Government.

SC-19. **PLANS AND SPECIFICATIONS**. The Contractor will be provided one copy of the construction drawings and Statement of Work (with pertinent supplemental specifications) upon issue of each Task Order. All further reproduction shall be at the Contractor's expense. The Government may provide these as hard copy or as electronic media, such as e-mail or CD ROM, at its option.

SC-20. **ORDER OF PRECEDENCE**. Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule

(excluding the specifications), (b) representations and other instructions, (c) contract clauses, (d) other documents, exhibits, and attachments, and (e) the specifications.

SC-21. OPTION TO EXTEND THE TERM OF THE CONTRACT FAR 52.217-9 (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within THIRTY (30) DAYS provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least SIXTY (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 FIVE YEARS..

SC-22. TASK ORDERS INCLUDING DESIGN AND CONSTRUCTION SERVICES.

22.1. Limitation On Payment For Design Services. If it should be necessary to terminate a Task Order which includes design, for any reason, prior to completion, the Government will pay the Contractor a fair and reasonable price for the design services performed and delivered to the Government. However, such payment will not exceed a sum greater than the amount allowable under 10 USC 4540 regardless of the actual costs the Contractor may be able to substantiate.

22.2. Design Reviews.

22.2.1. Review(s) of the design will be accomplished in accordance with the Statement of Work for each Task Order. The Contractor is responsible for submitting the number of copies to the addresses identified when review is not accomplished at the Contractor's office.

22.2.2. The time required by the Government to review submissions made during design or construction may vary with the Task Order. However, the Government will attempt to provide as expedited a review as is possible. The review periods, as established in the Task Order Schedule, are the maximum anticipated periods required. Every effort will be made to accomplish reviews within shorter periods. Over-the-shoulder reviews will be used to the maximum extent practicable.

22.2.3. The Contractor is responsible for incorporation of review comments as soon as possible and within the time scheduled in the Task Order.

SC-23. CONTRACTOR'S COEFFICIENT.

23.1. The Contractor's coefficient shall contain all costs other than the prepriced unit prices contained in the on 2003 R.S. MEANS book. The coefficient is a numerical factor that represents contractor costs (indirect and direct costs, sales tax, etc.) and profit not considered to be included in the on 2003 R.S. MEANS book data. The Contractor's coefficient shall contain all contractors' costs inclusive of profit, all overhead (to include home office and field overhead), labor burden, insurance, adjustments to listed prices, general and administrative expenses, subcontractor mark-up, contingencies (such as geographical location of work), mobilization and demobilization, and all other costs including, but not limited to, compliance with environmental laws, permits, preparation of reports, correspondence and documentation required by law or these specifications, tax laws, protection and/or moving of government property and engineering services. The coefficient shall also include costs described as costs to provide submittals, interface with Government representatives, coordination with occupants and other contractors. The coefficient shall also include costs for:

- All waste and excess material
- Mobilization and close out for the total contract and each Task Order.
- Clean up
- Safety (i.e., Safety Rails, Safety Nets, tethers, face/clothing protection, etc.)
- Traffic and work-site signs and barriers
- Project management and supervision
- Quality control
- Office management and equipment
- Depreciation of mobile office(s)
- Subcontractor profit
- As-built drawing, submittals, permits, license and other risks of doing business
- Site security

23.2. The coefficient is proposed by offerors as a percentage increase, (e.g., 1.10) or decrease (e.g., 0.95) to the MEANS book prices, in association with performance of a Task Order. The coefficient proposed and accepted is incorporated in the contract and used in establishing the price for sole-source Task Orders.

23.3. The MEANS 2003 book will be used for base and option periods of the contract.

23.4. **Coefficient Factors For Option Years** . Adjustment to the base year coefficient factors for option years will be in accordance with the following formula:

$$pl = p \times f$$

Definitions:

pl = New Coefficient Factor

p = Coefficient Factor for Initial Year of Contract

f = Index Factor

a. The Index Factor, f, shall be computed according to the following equation:

$$f = \frac{CCI - C}{CCI - B}$$

b. Where: CCI-C is the Construction Cost Index for the month in which the option year is exercised for which f is computed as published by the ENR (formerly called the Engineering News Record).

c. *NOTE: If the ENR changes the index base year(s), the base reference used herein will be adjusted to accommodate the new CCI-C(s).

d. In computing f, the CCI-C may be located on the Market Trends page of the ENR current issue at the time that the option year is exercised. The CCI-B is the base reference for the month in which the basic contract was awarded.

e. If the CCI-C ceases to be published, the parties shall agree on substitute indices and the contract modified accordingly.

23.5. **Adjustment to Coefficient**. Coefficient will not be adjusted for any other changes or circumstances encountered during the life of the contract.

SC-24. 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. (FAR 52.211-2) (DEC 1999)

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

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

(b) By submitting a request to the --

Department of Defense Single Stock Point (DoDSSP)

Building 4, Section D

700 Robbins Avenue

Philadelphia, PA 19111-5094

Telephone (215) 697-2667/2179

Facsimile (215) 697-1462.(End of Provision)

SC-25. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (FAR 52.222-23) (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
Pierce 6.2%	6.9%
Thurston 6.1%	
Yakima 9.7%	

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 Washington State: Pierce, Thurston, Yakima Counties.

SC-26. **EPA ENERGY STAR**. The Government requires that certain equipment be Energy Star compliant. Initially, the sole Energy Star requirement shall be the self certification by the bidder that the specified equipment is Energy Star compliant. Within 3 months of the availability of an EPA sanctioned test for Energy Star compliance, the Contractor shall submit all equipment upgrades and additions for testing and provide proof of compliance to the Government upon completion of testing. Testing shall be at the Contractor's expense.

SC-27. **RECOVERED MATERIALS**. The Corps of Engineers encourages all proposers to utilize recovered materials to the maximum extent practicable. The attached APPENDIX R contains procurement guidelines for products containing recovered materials.

SC-28. SECURITY CONTRACT LANGUAGE FOR ALL CORPS OF ENGINEERS' UNCLASSIFIED CONTRACTS. All Contractor employees (U.S. citizens and Non-U.S. citizens) working under this contract (to include grants, cooperative agreements and task orders) who require access to Automated Information Systems (AIS), (stand alone computers, network computers/systems, e-mail) shall, at a minimum, be designated into an ADP-III position (non-sensitive) in accordance with DoD 5220-22-R, Industrial Security Regulation. The investigative requirements for an ADP-III position are a favorable National Agency Check (NAC), SF-85P, and Public Trust Position. The contractor shall have each applicable employee complete a SF-85P and submit to the Seattle Corps of Engineers District Security Officer within three (3) working days after award of any contract or task order, and shall be submitted prior to the individual being permitted access to an AIS. Contractors that have a commercial or government entitle (CAGE) Code and Facility Security Clearance through the Defense Security Service shall process the NACs and forward visit requests/results of NAC to the Seattle Corps of Engineers District Security Officer. For those contractors that do not have a CAGE Code or Facility Security Clearance, the Seattle Corps of Engineers Security Office will process the investigation in coordination with the Contractor and contract employees. In accordance with Engineering Regulation, ER 380-1-18, Section 4, foreign nationals who work on Corps of Engineers' contracts or task orders shall be approved by the HQUSACE Foreign Disclosure Officer or higher before beginning work on the contract/task order. This regulation includes subcontractor employees. (NOTE: exceptions to the above requirement include foreign nationals who perform janitorial and/or ground maintenance services). The contractor shall submit to the Division/District Contract Office, the names of all foreign nationals proposed for performance under this contract/task order, along with documentation to verify that he/she was legally admitted

into the United States and has authority to work and/or go to school in the U.S. Such documentation may include a US passport, Certificate of US citizenship (INS Form N-560 or N-561), Certificate of Naturalization (INS Form N-550 or N-570), foreign passport with I-551 stamp or attached INS form I-94 indicating employment authorization, Alien Registration Receipt Card with photograph (INS Form I-151 or I-551), Temporary Resident Card (INS Form I-688), Employment Authorization Card (INS Form I-688A), Reentry Permit (INS Form I-327), Refugee Travel Document (INS Form I-571), Employment authorization Document issued by the INS which contains a photograph (INS Form I-688B).

END OF SECTION 00800

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