

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE _____ PAGE _____ OF _____ PAGES

2. AMENDMENT/MODIFICATION NO. _____ 3. EFFECTIVE DATE _____ 4. REQUISITION/PURCHASE REQ. NO. _____ 5. PROJECT NO. *(If applicable)* _____

6. ISSUED BY _____ CODE _____ 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. _____
 9B. DATED *(SEE ITEM 11)* _____
 10A. MODIFICATION OF CONTRACT/ORDER NO. _____
 10B. DATED *(SEE ITEM 11)* _____
 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 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 your 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 ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: <i>(Specify authority)</i> 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 <i>(such as changes in paying office, appropriation date, etc.)</i> 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 <i>(Specify type of modification and authority)</i>

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.)*

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

Item 14. Continued.

CHANGES TO SOLICITATION, OFFER, AND AWARD FORM, SF 1442

1. Standard Form 1442 (Section A).- Replace this form with the accompanying new form.

CHANGES TO PRICING SCHEDULE

2. Replace the Pricing Schedule, SECTION B Supplies or Services and Prices, pages B-1 through B-4, with the accompanying new Pricing Schedule, bearing the notation ""ACCOMPANYING AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-00-R-0009."

CHANGES TO THE SPECIFICATIONS

3. Replacement Sections - Replace the following sections with the accompanying new sections of the same number and title, bearing the notation "ACCOMPANYING AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-00-R-0009:"

G	CONTRACT ADMINISTRATION DATA
H	SPECIAL CONTRACT REQUIREMENTS
L	INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

END OF AMENDMENT

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED	PAGE OF PAGES
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IMPORTANT - The "offer" section on the reverse must be fully completed by the offeror.

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER
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7. ISSUED BY	CODE	8. ADDRESS OFFER TO
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9. FOR INFORMATION CALL	A. NAME	B. TELEPHONE NUMBER (Include area code) (NO COLLECT CALLS)
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SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying number, date):

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

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original and _____ copies to perform the work required are due at the place specified in Item 8 by _____ (hour) local time _____ (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- B. An offer guarantee is, is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- D. Offers providing less than _____ calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)	15. TELEPHONE NUMBER (Include area code)
	16. REMITTANCE ADDRESS (Include only if different than Item 14)
CODE	FACILITY CODE

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

AMOUNTS

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

19. ACKNOWLEDGEMENT OF AMENDMENTS
(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20B. SIGNATURE	20C. OFFER DATE
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AWARD (To be completed by Government)

21. ITEMS ACCEPTED

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
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24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()
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26. ADMINISTERED BY	CODE	27. PAYMENT WILL BE MADE BY
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CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to the issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.	<input type="checkbox"/> 29. AWARD. (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
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30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)	31A. NAME OF CONTRACTING OFFICER (Type or print)		
30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA	31C. AWARD DATE
		BY	

SECTION B
Supplies or Services and Prices

B.1 Pricing Schedule

ITEM	DESCRIPTION	COEFFICIENT FACTOR
0001	<p>NORMAL WORKING HOURS: Offerors shall perform all functions called out in any Task Order during normal working hours for the unit price sum specified in the Unit Price Book, for any work required to be performed, multiplied times the coefficient factor</p>	<p>----- _____</p>
0002	<p>OTHER THAN NORMAL WORKING HOURS: Offerors shall perform all functions called out in the Task Order during other than normal working hours for the unit price sum specified in the Unit Price Book, for any work required to be performed, multiplied times the coefficient factor</p>	<p>----- _____</p>
0003	<p>NON-PREPRICED ITEMS: Overhead and Profit Rate for all non-prepriced items. Overhead and profit is defined as all items associated with performing the tasks, other than direct labor, equipment the tasks, other than direct labor, equipment, and material costs. (See Section H, "Non-Prepriced Work"). PERCENTAGE FACTOR OF</p>	<p>----- _____</p>

B.2 a. JOC solicitations and contracts shall contain provisions for making annual adjustments to the option year(s) prices. This shall be done by updating the base year coefficient using criteria and predetermined formulas in an economic price adjustment (EPA) clause. Adjustments to the base year coefficient will be based on the Engineering News Record (ENR) Building Cost Index (BCI) as published by McGraw Hill. The ENR index is a weighted aggregate of changes to construction costs. For computation of the EPA, the BCI for the city closest to the supporting installation will be used.

b. The offeror's price coefficient factor must include but not limited to the following:

- (1) Overhead
- (2) Profit (prime and subcontractors)
- (3) Insurance
- (4) Compliance with environmental laws, protection and safety
- (5) Tax Laws
- (6) Protection or moving of Government property
- (7) Administrative Work
- (8) Engineering Services (preparation of project drawings and as-builts)
- (9) Submittals
- (10) Price quotations
- (11) Contractor adjustments to Government Unit Prices
- (12) Clean-up
- (13) All waste and excess materials
- (14) Permits, licenses and fees
- (15) Mobilization and close-out for total contract and each task order
- (16) Signs and barriers
- (17) Project management equipment
- (18) Quality Control
- (19) Office management equipment
- (20) Costs of performance and payment bonds are to be included in the offeror's price coefficient factor
- (21) Interest associated with funding of equipment and payroll
- (22) Depreciation of mobile offices
- (23) Employee payroll taxes, insurance and fringe benefits
- (24) Risk of lower than expected contract dollar volume
- (25) Risk of high inflation costs if coefficients are bid for future years (option years)
- (26) Risk of poor subcontractor performance and re-performance
- (27) Other risks of doing business
- (28) Business taxes, contributions, memberships, corporate headquarters support (legal, financial, etc.)
- (29) The offeror should consider the cost of final clean-up and removal and hauling of trash, debris and rubbish in their coefficient. The Government will not pay nor accept line items for final clean-up or rubbish hauling, etc. on task orders unless it is explicitly excluded by the line items in the Unit Price Book (UPB),

c. The unit prices stated in the (UPB) include labor, materials and equipment. The contractor shall assume all risk for labor rate increases after award of a contract.

d. In regards to the provisions Section L, "Contract Award", the Government will not make a partial award under the terms of this solicitation.

B.3 Options

The Government reserves the right to exercise options to extent the term of this contract as follows:

a. From the original twelve (12) month (base year) period, followed by a period of 12 months (Option 1).

b. From the conclusion of the 12 month option period (Option 1) by a second option period of 12 months (Option 2), followed by a third option period of 12 months (Option 3) and a fourth and final option period of 12 months (Option 4).

c. This will result in a base year with four (4) option years for a total of five (5) years.

d. It should be noted that if the estimated maximum period or option period contract amount is reached before the completion of the base period, the Government reserves the right to exceed the estimated maximum base period and/or option period amount. However, the Government will not exceed the total contract not-to-exceed amount.

AM#1 It should be noted that Performance and Payment bonds are required for each option year awarded.

B.4 Adjustment to Unit Price for Option Years

This economic adjustment will be applied to the labor, equipment and material costs in the UPB and added to the contractor's coefficient. This allows for economic increase/decrease of the prices in the UPB. This adjusts the lime item prices by the percentage increase/decrease of the economic trend of the construction market. This adjustment will be based on the Building Cost Index found in the Market Trend pages of the Engineering News Record. This economic adjustment is not applied to the items contained in the coefficient.

The adjustment will be made in accordance with the following equation. Such resulting prices shall be applied throughout the option year.

$$N = C + 1$$

Where: N = New Coefficient
C = Base Year Coefficient

I = Increase Factor (% increase from base to option year)

The Index Factor, I, shall be computed according to the following equation:

$$I = \frac{\text{BCI-N} - 1}{\text{BCI-C}}$$

Where: BCI-N is the Building Cost Index at the time the option is exercised (building cost index for the date of the start of the option period), as published in the ENR.

BCI-C is the Building Cost Index for the date of the award of the contract, as published in the ENR for CONUS or an equivalent for OCONUS. The BCI-C is _____, Based on the award date of _____.

If the BCI or the ENR ceases to be published, the parties shall agree on substitute indices.

EXAMPLE: For the base year of a contract the coefficient is 1.10. The cost to the government for a line item whose cost is \$100.00 is $1.10 \times \$100.00 = \110.00 .

For the first option year the coefficient will be adjusted as follows:

$$I = \frac{\text{BCI} - \text{N}}{\text{BCI} - \text{C}} - 1 = \frac{.3111.86}{3071.10} - 1 = 1.0133 - 1 = .0133$$

The new coefficient would be calculated as follows:

$$N = C + I = 1.10 + 0.0133 = 1.1133$$

The above line item under the option period would be $1.1133 \times \$100.00 = \111.33

B.5 Revision of Task Order Limitations

Current review of the Army Federal Acquisition Regulation Supplement may result in revision of the current \$500,000 JOC task order limitation. Upon approval of this change, the Government reserves the right to revise the task order limits specified in the contract from \$500,000 to a limit which may be increased in the revised regulation. This will be accomplished by a bilateral modification to the contract.

**SECTION G
CONTRACT ADMINISTRATION DATA**

PAYMENT OFFICE ADDRESS

Defense Accounting Office, OP LOC
ATTN: DFAS-RI-FPV, BLDG 68
Rock Island, IL 61299-8000

AM#1 ACCOUNTING AND APPROPRIATE DATA (INDEFINITE DELIVERY)

(a) The supplies/services/construction to be obtained by this instrument are authorized by, for the purpose set forth in, are for the purpose set forth in, and are chargeable to the following allotments, the available balances of which are sufficient to cover the cost of the same except as otherwise indicated herein. Guaranteed Minimum amount to be paid under the contract is \$100,000.00 and \$100,000.00 for each option period. Funds other than the stated Guaranteed Minimum shall be obligated by issuance of individual task orders and not by this contract.

(b) The appropriate military/civil fund availability evidence shall be on each individual task order issued under the contract. No individual task order may exceed a total amount of \$500,000.00, and must be a minimum of \$2,000.00

AM# 1 PERFORMANCE EVALUATION OF CONTRACTOR

(a) As a minimum, the Contractor's performance will be evaluated upon final acceptance of the work. However, interim evaluations (per task order, per quarter, etc.) may be prepared at any time during contract performance when determined to be in the best interest of the Government.

(b) The format for the evaluation will be Standard Form (SF) 2626, and the Contractor will be rated either outstanding, above average, satisfactory, marginal or unsatisfactory in the areas of Contractor Quality Control, Timely Performance, Effectiveness of Management, Compliance with Labor Standards, and Compliance with Safety Standards. The Contractor will be advised of any unsatisfactory rating, either in an individual element or in the overall rating, prior to completing the evaluation, and all contractor comments will be available to all DOD Contracting Offices for their future use in determining contractor responsibility, in compliance with DOD FAR SUPP 36.201(c)(1).

IDENTIFICATION OF CORRESPONDENCE

All correspondence and data submitted by the Contractor under this contract shall reference the contact number, Work Order Serial Number, and the Task Order Number if any.

CONTRACT ADMINISTRATION

Administration of the task orders under this contract will be performed by the Director of Depot Support Facilities, Engineering Contract Management Division, Corpus Christi Army Depot, Corpus Christi, Texas. No changes, deviations, or waivers shall be effective without a modification of the contract executed by the Contracting Officer authorizing such changes, deviations, or waivers.

PRINCIPAL CONTRACTING OFFICER

The Contracting Officer who signs this contract will be the Principal Contracting Officer for this contact. However, any Contracting Officer assigned to the Fort Worth District, contracting within his/her authority,

may take formal action on this contract when a contract action needs to be taken and the Principal Contracting Officer is unavailable.

ORDERING OFFICERS AND ALTERNATE ORDERING OFFICERS

The Ordering Officers and Alternate Ordering Officers for this acquisition will be appointed by letter at time of award.

PAYMENT

- a. Payment will be made in accordance with Section I, "PAYMENTS UNDER FIXED PRICE CONSTRUCTION CONTRACTS." Payment for those task orders less than thirty (30) days in performance time will be in one final payment. Task Orders with a performance time longer than thirty (30) days will allow the Contractor the opportunity to submit monthly invoices for partial payments.
- b. Payments will not be made without the following documents:
 - 1) Payrolls through the period payments is requested and approved by the Government as acceptable.
 - 2) All requested submittals, shop drawings, schedules, and other requirements identified in the RFP and Memorandum of Negotiations have been fulfilled and approved by the Government.
 - 3) All Quality Assurance Inspection Reports through the period payment is requested.
 - 4) Percentage of payment is approved by the Government's Quality Assurance Evaluator.
- c. Final payment will not be made without the following:
 - 1) Three (3) copies of O & M manuals.
 - 2) As-builts in accordance with Section H.
 - 3) Final, certified payrolls of all subcontractors.
 - 4) Release of claim letter signed by the contractor's project manager and business manager.
 - 5) Submission of all warranties.

INVOICES

The Contractor shall submit an original and three copies of all invoices directly to the Contracting Officer's Representative. All invoices shall reflect the contract number and the applicable task order number. Each invoice shall be certified by the Contractor as being true, complete, accurate, and due for payment.

Section H
Special Contract Requirements

LANGUAGE (JAN 1990)

For each work group that has employees that do not speak English the contractor will provide a bilingual foreman that is fluent in the English language and in the language of the workers. The Contractor will implement the requirements of EM 385-1-1, paragraph 01.801, 01.802, and 01.C.02 through these foremen.

CLASSIFICATION OF WORK PERFORMED BY CONTRACTOR

Unless he has submitted such description with his offer, the successful offeror must furnish the Contracting Officer's Representative, within 20 days after award, a description of the work which he intends to perform with his own organization (e.g., earthwork, paving, brickwork, or roofing), the percentage of the total work this represents, and the estimated cost thereof. (See Section I, 'PERFORMANCE OF WORK BY THE CONTRACTOR.')

MINIMUM CONTRACT VALUE

The guaranteed minimum quality of work which will be required under this contract, and which will be initiated by one or more task orders, will not be less than \$100,000 for the base period and each of the 4 option period extensions. If the Government's requirements for the services set forth in the solicitation do not result in orders in the amount described as "estimated maximum," the event shall not constitute the basis for an equitable price adjustment under this contract.

WORK BY THE GOVERNMENT

The Government reserves the right to undertake performance by Government forces or other Contractors, the same type or similar work as contracted for herein, as the Government deems necessary or desirable, and to do so will not breach or otherwise violate this contract.

NON-PREPRICED WORK

Non-prepriced work (i.e., tasks not in the Unit Price Book (UPB) shall be supported by a minimum of two signed vendor quotes and must be submitted by the contractor for each item. Non-prepriced items shall be proposed in bare costs only (material, equipment, labor) and multiplied by the overhead and profit rate (See Section B, "SUPPLIES OR SERVICES & PRICES/COSTS"). Non-prepriced items will not be accepted without the minimum two vendor quotes with cost breakdown for each item. The Government cannot exceed 10% of any individual task order for non-prepriced work.

Items of work not covered by the UPB but within its scope and general intent may be negotiated by the Contracting Officer or Ordering Officer with the Contractor, then incorporated into the UPB by modification to the contract. These items of work should be considered and treated as prepriced work as of the effective date of the contract modification. The coefficient will be applied on all items of work, that have been negotiated, and made a part of the UPB by contract modification.

HOURS OF WORK

With reference to Section F, 'COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK' the following applies: Any work necessary on Saturdays, Sundays or legal holidays to maintain schedules herein, shall be performed without additional cost to the Government. The Contractor shall notify the

Ordering Officer or the Contracting Officer Authorized Representative in writing a minimum of 2 days in advance the Contractor is planning on working prior to and after normal Corpus Christi Army Depot working hours, which are 0645 (6:45 a.m.) to 1715 (5:15 p.m.), Monday thru Friday, unless other than normal working hours have already been agreed to in an individual task order.

ORDERING PROCEDURES

- a. As the need exists for performance under the terms of this contract, the Contracting Officer or his authorized representative will notify the contractor, verbally, of an existing requirement.
- b. Upon receipt of this notification, the Contractor shall respond to the needs of the Government within 2 working days by visiting the proposed work site in the company of the Contracting Officer or his authorized representative. Per Section I, "TASK ORDER LIMITATIONS", if the Contractor does not wish to provide the services identified at the site visit he must submit an explanation of non-intent, in writing, within 72 hours after the site visit. Explanation of non-intent must be acceptable to the Government. Inability of Contractor to make a profit on certain line items or due to distances involved are examples which are not acceptable reasons for non-intent. Contractor should recognize that some line items will produce high profits while others may produce a loss. However, the overall contract should produce, with appropriate coefficients, reasonable profit to the Contractor in general. The Government may issue individual task orders to the Contractor if it deems the reasons for non-intent are unacceptable; the Contractor may, at his discretion, submit a claim to the Contracting Officer for final decision, but will be required to proceed diligently and expeditiously with the requirements of the task order.
- c. Upon establishment of the scope of the individual requirement, the Contractor shall then be requested in writing by the Contracting Officer or his authorized representative to prepare his proposal for accomplishment of the task.
 - (1) The Unit Price Book shall serve as the basis for establishing the value of the work to be performed on a unit price basis.
 - (2) Non-prepriced work to be included in an individual requirement must be proposed by the Contractor using an acceptable proposal format to be agreed upon by the Government and the Contractor.
 - (3) The Contractor's proposal must be supported by necessary documentation to indicate that adequate engineering and planning to accomplish the requirement has been done. All engineering analysis, calculations, and drawings, etc., as to accomplishing the work and preparing the proposal will be submitted with the contractor's proposal. As-built drawings, renderings, etc., will be provided by personnel skilled in the craft (i.e., draftsman, required to perform as-builts). Example of documentation that might reasonably be expected would include drawings (reflecting project scope), calculations, catalog cuts, specifications, architectural renderings, etc. Submittals on equipment and material are required unless waived by the Government. The offeror's coefficient factor must contain as a minimum the items listed in Section B, "offers", as no allowances will be made later for any other prepriced or non-prepriced item unit prices.
 - (4) Time for submittal of the Contractor's proposal for individual requirements will be agreed upon by the Government and the Contractor for unusually difficult projects. However, all other proposals for projects under \$40,000 will be submitted within three working days and those above \$40,000 and no more than \$100,000 within five working days after receipt of Request for Proposal. Proposals for projects greater than \$100,000 will be submitted within 11 workdays.
- d. Contractor's proposals shall be provided on floppy disk and hard copy (three copies each). Disks will be furnished by the contractor.
- e. Upon receipt of the Contractor's proposal, the Government will review the proposal for completeness. The Government will negotiate with the Contractor on all non-prepriced items, performance times, method of construction, materials chosen, and quantities.
- f. The Government may determine appropriate liquidated damages per task order. (See Section F, "Liquidated Damages-Construction").
- g. Task orders will then be issued using a DD Form 1155. Each task order will include the following information:
 - (1) Date of the task order.
 - (2) Contract number, task order number, and delivery period in calendar days.
 - (3) Item number and description, quantity and unit prices for prepriced and non-prepriced items and total.

- (4) Task order price, delivery or performance data.
- (5) Accounting and appropriation data.
- (6) Any other pertinent data. (Scope of Work, drawings, etc.)

h. It should be realized by the Contractor that unforeseen circumstances may prohibit the Government from issuing an individual task order even after the receipt of the Contractor's task order proposal or after the task order has been negotiated. If such circumstances arise, the Government is not obligated to reimburse the Contractor for any costs incurred in the preparation of the task order proposal.

COMMENCEMENT OF MOBILIZATION/WORK

The Contractor shall commence any mobilization and familiarization activities prior to actual work on individual task orders as soon after contract award as practicable. However, within 45 calendar days after contract award, the Contractor shall be fully operational and capable of immediately starting work on any required task order.

WITHIN 10 CALENDAR DAYS UPON NOTIFICATION OF AWARD THE CONTRACTOR SHALL:

Submit Performance and Payment Bonds to the Contracting Officer See Section L, "PERFORMANCE AND PAYMENT BONDS").

WITHIN 5 WORKING DAYS OF ACCEPTANCE OF BONDS THE CONTRACTOR SHALL:

- a. Meet with the Contracting Officer's authorized representative to establish the agenda for the pre-construction conference (See Section H, "PRE-CONSTRUCTION CONFERENCE").
- b. Initiate mobilization to the contractor's yard as designated by the Contracting Officer's authorized representative.
- c. Initiate utility hookups at the contractor's yard.

WITHIN 45 CALENDAR DAYS OF AWARD THE CONTRACTOR SHALL:

- a. Have all critical staff members on site.
- b. Be fully operational and capable of immediately starting work on any required task orders.

PRE-CONSTRUCTION CONFERENCE

- a. Initial Conference. When determined appropriate by the Contracting Officer, before the issuance of the first task order under the contract, a conference shall be conducted by the Ordering Officer or the Contracting Officer's Representative to acquaint the Contractor with Government policies and procedures that are to be observed during the prosecution of the work and to develop a mutual understanding relative to the administration of the contract.
- b. Individual Task Order Conferences. Conferences will be held on all task orders except those deemed not necessary by the Ordering Officer of the Contracting Officer's Representative.

DEVIATION FROM PROPOSED LIST OF SUBCONTRACTORS

The Contractor shall update the list of his subcontractors monthly and submit the updated list to the Ordering Officer by the 10th day of each month. This list should contain all subcontractor deviations (increases/decreases) which vary from the original list of contemplated subcontractors provided in the technical proposal.

GOVERNMENT-FURNISHED EQUIPMENT/MATERIALS

The Contractor, with his own forces, shall transport all Government-furnished equipment/ materials, if any, described on the task order. The equipment/materials shall be transported from the Government storage area to the work site indicated on the task order. Installation of GFE/GRM will be negotiated using the prepriced items under the column of labor only, or the non-prepriced items clause when prepriced line items are not available.

The Contractor assumes the risk and responsibility for the loss or damage to Government-furnished property.

The Contractor shall follow the instructions of the Contracting Officer's Representative regarding the disposition of all Government-furnished property not consumed in performance of a task order.

SECURITY REQUIREMENTS

The Contractor shall comply with security regulations imposed by the Installation Commander, Directorate of Law Enforcement and Security and/or agency occupying the space where work is to be performed.

SCHEDULING WORK

Before commencement of work under an individual task order, the Contractor shall confer with the Ordering Officer or the Contracting Officer's Representative and agree on a sequence of procedure; means of access to premises and building; space for storage of materials and equipment; delivery of materials and use of approaches; use of corridors, stairways, elevators, and similar means of communications and the location of partitions, eating spaces, and restrooms for Contractor's employees and the like.

Furniture and portable office equipment in the immediate area will be moved or protected by the Contractor and replaced to original position. Sensitive equipment and personal computers shall be moved by Government forces as arranged by the Contracting Officer's Representative. If the work required by the work order will not allow furniture and portable office equipment to be replaced to its original location, new locations will be designated by the Ordering Officer or the Contracting Officer's Representative for replacement by the Contractor.

Delivery of materials and equipment shall be made with a minimum of interference to Government operations and personnel.

The work shall, so far as practicable, be done in definite sections or divisions and confined to limited areas which shall be completed before work in other sections or divisions is begun.

The Contractor shall provide the Contracting Officer's Representative a daily work schedule, by 3:00 p.m. the work day before, listing the task orders to be worked that day and the trades involved.

AS-BUILT DRAWINGS

During the progress of a the job, the Contractor shall keep a careful record at job site of all changes and corrections from the layouts shown on the drawings, if applicable. The Contractor shall enter such changes and corrections on contact or record drawings promptly. Only personnel proficient in the preparation of engineering drawings shall be employed to modify the original drawing or prepare new drawings. The record drawings shall indicate, in addition to all changes and corrections, the actual location of all sub-surface utility lines. In order that the location of these lines and appurtenances may be determined in the event the surface openings or indicators become covered or obscured, the record drawings shall show, by offset dimensions to two permanently fixed surface features, the end of each run including each change in direction. Valve, splice boxes, and similar appurtenances shall be located by dimensioning along the utility run from a reference point. The average depth below the surface of each run shall also be recorded. At the time of beneficial occupancy of each structure or facility involved under the contract, the Contractor shall submit to the Contracting Officer's Representative as-built prints showing aforementioned data. If initial drawings are supplied by the Government, the Contractor shall "Red Line" those to reflect all changes. If new construction is accomplished or the need for new drawings is occasioned by work, the Contractor shall

furnish five copies of final "D" size drawings and vellum reproducibles for official Government records. If the Contractor fails to maintain record drawings as required herein, the Contracting Officer will consider that satisfactory progress has not been achieved for the period in question, thereby requiring the retainage of 10% of any progress payment.

ENVIRONMENTAL PROTECTION

a. Solid, Liquid, and Gaseous Contaminants. Contractors shall be responsible for the proper disposal of all solid, liquid, and gaseous contaminants including asbestos in accordance with all Federal, State and local codes and regulations, together with the following requirements:

(1) Discharge gaseous contaminants so that they will be sufficiently diluted with fresh air to reduce the toxicity to an acceptable level.

(2) Liquid contaminants may, subject to local utility standards, be diluted with water to a level of quality acceptable in the local sewer system, or shall be disposed of in approved vessel at approved sites.

b. Disposal of Scrap and Debris. All scrap and debris caused by the operations under this contract shall be removed at the end of each working day and hauled off post.

c. Burning of Materials and Debris. No materials or debris will be burned on Corpus Christi Army Depot.

d. Covered Chutes. All chutes for refuse, and the like, shall be covered or of such a design to fully confine the material to prevent the dissemination of dust and debris.

e. The Contractor shall coordinate all activities which may require environmental documentation or state environmental permits with the Industrial Risk Management Office at least 30 calendar days prior to start of work. Contractor will adhere to requirements of lead base paint removal.

f. The contractor shall be responsible for compliance with all EPA requirements.

CONSTRUCTION SITE MAINTENANCE

The Contractor shall store all supplies and equipment at the location designated for the Contractor's Management Office or at a location designed by/coordinated with the Contracting Officer's Representative so as to preclude mechanical and climatic damage. The site shall be maintained in a neat and orderly manner. Vehicles will not be parked on grassy areas.

NOISE CONTROL

The contractor shall comply with all applicable state and local laws, ordinances, and regulations relative to noise control.

GOVERNMENT EQUIPMENT ON THE SITE

The Contractor shall cover equipment that is to remain in place within the area of contract operations and protect it against damage or loss; store equipment that is removed in performance of work where directed or reuse in work as required by drawings and specifications. Equipment temporarily removed shall be protected, cleaned and replaced equal to its condition prior to starting work. Security for equipment or materials that is to be reused and is removed for temporary storage shall be the sole responsibility of the Contractor.

TRUCKING

The Contractor shall load all trucks leaving the site with loose debris in a manner that will prevent dropping of materials on streets. All vehicles transporting hot-mix mixtures, sand, base course material, surfacing aggregate or dirt for work performance under this contract and traveling in excess of 30 mph on post are

streets or main access roads of Corpus Christi Army Depot shall have the materials covered with a tarpaulin canvas or shall be loaded a minimum of 6 inches below the top of the sideboards to avoid spillage of materials that fall from trucks.

TOILET FACILITIES

Contractor's personnel will be permitted to use toilet facilities where available and or allowed by Facility User on the premises subject to regulation and control of the Contracting Officer or his designated representative. On those sites where no toilet facilities are available, the Contractor shall provide adequate facilities, at no additional cost to the Government. These facilities shall be maintained in accordance with the Corpus Christi Army Depot Safety Office.

ELEVATORS

Any temporary use of an existing elevator shall be by arrangement with the custodian and subject to his controls. Such use will be of an intermittent nature. The Contractor shall provide and maintain suitable and adequate protection covering for the elevator machinery, the hatchway entrance, and the interior of elevator during the period of temporary use. Loads in excess of the rated capacity of the elevator will not be permitted.

The Government will bear the cost of electrical current for the operation of the elevator. On completion of the work, the Contractor shall remove the protection coverings together with any resultant dirt and debris, and leave the equipment in a condition equal to that in which he found it.

SAFETY AND HEALTH

a. General

(1) Applicable Publications: The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

(2) Code of Federal Regulations (CFR):

OSHA General Industry Safety and Health Standards (29 CFR 1910),
OSHA Construction Industry Standards (29 CFR 1926).

U.S. Army Corps of Engineers, Safety and Health Requirements Manual,
EM 385-1-1.

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

(3) Federal Standard (Fed. Std.):

Use of Asbestos Containing Material, ETL 1110-1-118.

Policy & Guidelines for Asbestos Management, DA Circular 40-834.

b. Work covered by this section: This section is applicable to all work covered by this contract.

c. Definition of Hazardous Materials. Refer to hazardous and toxic materials/substances included in Subparts H and Z of 29 CFR 1919; and to others as additionally defined in Fed. Std. 313. Those most commonly encountered include asbestos, polychlorinated biphenyls (PCBS), explosives, radioactive material, lead, and lead based paint, but may include others.

d. Asbestos

(1) THE CONTRACTOR IS WARNED THAT EXPOSURE TO AIRBORNE ASBESTOS HAS BEEN ASSOCIATED WITH FOUR DISEASES: LUNG CANCER, CERTAIN GASTROINTESTINAL CANCERS, PLEURAL OR PERITONEAL MESOTHELIOMA AND ASBESTOSIS. Studies indicate there are significantly increased health dangers to persons exposed to asbestos who smoke, and further, to

family members and to other persons who become indirectly exposed as a result of the exposed worker bringing asbestos-laden work clothing home to be laundered.

(2) The Contractor is advised that friable and/or nonfriable asbestos-containing material may be encountered in area(s) where contract work is to be performed. Friable asbestos-containing material means any material that contains more than one percent asbestos by weight that hand pressure can crumble, pulverize or reduce to powder when dry. Nonfriable asbestos-containing materials are materials in which asbestos fibers are bound by a matrix material, saturant, impregnant or coating. However, excessive fiber concentrations may be produced during uncontrolled abrading, sanding, drilling, cutting, machining, removal, demolition or other similar activities.

(3) Care must be taken to avoid releasing, or causing to be released, asbestos fibers into the atmosphere where they may be inhaled or ingested. The Occupational Safety and Health Administration (OSHA) has set standards at 29 CFR 1910.1001 and 29 CFR 1926.58 for exposure to airborne concentrations of asbestos fibers, methods of compliance, medical surveillance, housekeeping procedures and other measures that must be taken when working with or around asbestos-containing materials. The Environmental Protection Agency (EPA) has established standards at 49 CFR 61.140-156 for the control of asbestos emissions to the environment and the handling and disposal of asbestos wastes.

(4) Friable asbestos-containing materials are not permitted by current criteria and shall not be used in new construction or modification projects (ETL 110-1-118, 27 May 1983). Plans and specifications for all new construction and modification projects will be reviewed to insure that the use of friable asbestos-containing materials is not specified.

(5) Maintenance, modification, or demolition activities where exposure to asbestos dust may occur from previously installed friable or nonfriable asbestos-containing material will be identified. All precautions, to include proper work practices, medical surveillance, respiratory protection, industrial hygiene, and environmental protection requirements of OSHA, EPA (40 CFR 61.140-156) and DA Circular 40-83-4, as applicable, shall be strictly adhered to.

(6) The Government will identify the existence of asbestos in areas where work is to be performed under individual task orders prior to the issuance of the order. The Contractor shall report any findings or suspicion of asbestos to the Contracting Officer's Representative prior to initiating work or during the performance of work under a task order. (See Section H, "ASBESTOS ABATEMENT.")

E. Lead-Base Paint: The Government will identify the existence of lead-base paint in areas where work is to be performed under individual task orders prior to the issuance of the order. The Contractor shall report any findings or suspicion of lead or lead-based paint to the Contracting Officer's Representative prior to initiating work or during the performance of work under a task order. (See Section H, "LEAD-BASED PAINT ABATEMENT.")

SAFETY ASSURANCE

Preconstruction Safety Meeting: Representatives of the Contractor shall meet with the Ordering Officer or his representative(s) prior to the start of repair, alteration or construction activities for the purpose of reviewing the contractor's safety and health programs and discussing implementation of all safety and health provisions pertinent to the work to be performed under the contract. The Contractor shall be prepared to discuss, in detail, the measures he/she intends to take in order to control any unsafe or unhealthy conditions associated with the work to be performed under the contract. This meeting may be held in conjunction with the preconstruction conference. If so directed by the Contracting Officer or his designated representative. The conduct of this meeting is not contingent upon a general preconstruction meeting. The level of detail for the safety meeting is dependent upon the nature of the work and the potential inherent hazards. The Contractor's principal on-site representative(s) shall attend this meeting.

Compliance with Regulations: All work, including the handling of hazardous materials or the disturbance of dismantling of structures containing hazardous materials shall comply with the applicable requirements of 29 CFR 1910 and 29 CFR 1926, USACE EM 385-1-1 and local installation safety and health requirements. All work shall comply with latest revisions of Federal, State and local regulations in force at time of contract award. Work involving the disturbance or dismantling of asbestos, asbestos-containing materials or lead based paint; the demolition of structures containing asbestos or lead based paint; and/or the disposal and removal of asbestos or lead based paint, shall also comply with the

requirements of 40 CFR, Part 61, Subparts A and B, ETL 1110-1-118 and DA Circular 49-83-4. Where there is a conflict between applicable regulations, the most stringent shall apply.

CONTRACTOR RESPONSIBILITY:

a. The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work, and shall hold the Government harmless for any action on his part or that of his employees or subcontractors, which results in illness, or injury or death.

b. The Contractor shall furnish to the Contracting Officer's Representative a complete accident prevention plan, including a hazard analysis of all operations to be performed by construction trade. The hazard analysis shall be updated/submitted to the Contracting Officer's Representative on an ongoing basis as required prior to start of new work. The accident prevention plan/hazard analysis documentation shall be forwarded to the Contracting Officer's Representative, Installation Occupational Safety and Health Office for approval prior to start of contractual operations.

c. All temporary construction electrical systems shall be equipped with ground fault circuit interrupter (GFCI) protection.

d. Contractor shall have a hearing conservation program in force when the noise level is 85dBA or greater for Contractor/Government personnel.

e. Contractor shall have a hazardous communication (HAZCOM) program in force and his personnel trained in the HAZCOM program. Contractor shall maintain up-to-date material safety data sheet (MSDA) files on site in addition to having on site a written copy of the firm's HAZCOM program.

Inspections, Tests, and Reports: The required inspections, tests, and reports made by the Contractor, subcontractors, specially trained technicians, equipment manufacturers, and others as required by a task order, shall be furnished in accordance with the terms of the task order.

Materials and Equipment: Special facilities, devices, equipment, clothing, and similar items (such as hard hats, breathing apparatus, traffic barriers, etc.) used by the Contractor in the execution of work shall comply with the applicable regulations. Materials and equipment will be provided at no additional cost to the Government.

HAZARDOUS MATERIALS

The Contractor shall provide the Safety and Environmental Office a list of all hazardous materials, storage, and disposal methods for the wastes generated to the Safety and Environmental Office for review and approval prior to use of the materials. The Contractor shall submit spill prevention and contingency plans to the Safety and Environmental Office for review and approval prior to start of work. Any costs associated with spill clean up shall be borne by the Contractor

PRESERVING HISTORAL AND ARCHEOLOGICAL FINDS

The Contractor shall be required to obtain archeological clearance from the Safety and Environmental Office prior to conducting any ground disturbing action in areas where archeological resources exist. This will include all areas except improved roads, grounds and similar areas. Any failure to do so, which results in damage to cultural resources, may result in claims for costs of mitigating damage being assessed against the Contractor.

ASBESTOS ABATEMENT

The Contractor shall coordinate all asbestos removal projects with the Safety and Environmental Office and execute all projects in compliance with the latest installation, Federal, state, and local regulations.

LEAD-BASED PAINT ABATEMENT

The Contractor shall coordinate all lead-based paint removal projects with the Safety and Environment Office and execute all projects in compliance with the latest installation, Federal, state, and local regulations.

AM#1 PCB-CONTAMINATED DIELECTRICS

The Contractor shall coordinate removal/disposal of all PCB-contaminated dielectrics with the Safety Environmental Office, and execute all projects in compliance with the latest installation, Federal, state, and local regulations. It is not permissible to dilute contaminated dielectrics in an attempt to lower the level of contamination. PCB-contaminated dielectrics must be marked as PCB and transported to and incinerated by an approved EPA waste disposal facility. The Contractor shall furnish to the Government certification of proper disposal.

CONTRACTOR STAFF

a. The Contractor shall be required to maintain an on-site engineer staff to respond to the requirements set forth in this solicitation. The Contractor will be provided the use of a parcel of land on Corpus Christi Army Depot, exact location to be determined upon contract award as designated by the Contracting Officer or his authorized representative. The Contractor shall be required to provide trailers and storage rooms to house staff personnel and equipment used in performance of this contract.

b. Contractor Personnel. The Contractor shall be responsible for selecting personnel who are well qualified to perform the required work, for supervising techniques used in their work, and for keeping them informed of all improvements, changes and methods of operations. In addition:

(1) All personnel employed by the Contractor or any representative of the Contractor entering the Government installation shall conform to all security regulations which may be in effect during the contract period and shall be subject to such checks as may be deemed necessary to assure that no violations occur. No employee or representative will be permitted on the installation when such check reveals that their presence would be detrimental to the physical or operational security of the installation.

(2) Where removal is due solely to misconduct or security on the part of the employee, replacement will be at the Contractor's expense and not chargeable to the Government. Contractor shall take appropriate personnel action, as required, in the event employees become involved with civilian or military authorities as a result of misconduct.

c. The Government will not exercise any supervision or control over Contractor employees performing work under the contract. Such employees shall be accountable solely to the Contractor, not the Government. Contractor, in turn, shall be accountable to the Government for Contractor employees.

d. Conduct. Contractor and Contractor's employees shall be subject to the same general rules of conduct while on the installation that apply to Government civilian employees. The Government reserves the right to refuse installation access to any Contractor employee if the Contracting Officer determines it to be in the best interest of the Government.

GOVERNMENT-FURNISHED UTILITIES

The Government will furnish to the Contractor from existing Government facilities and without cost to the Contractor, water and electrical power supply as set forth below. It is the responsibility of the Contractor to be "energy conscious" in the use of these Government-furnished utilities.

a. Water.

(1) The Government shall furnish from existing Government facilities and without costs to the Contractor, an adequate supply of water necessary to performance under this contract. The Government will in no case furnish or install any required supply connections and piping for the purpose of implementing the availability of the water supply. It is the responsibility of the Contractor to determine the extent to which existing Government water supply source is adequate for the needs of this contract.

(2) All taps, connections, and necessary equipment required in making the water supply source available will be accomplished by and at the expense of the Contractor. All work in connection therewith shall be coordinated, scheduled, and performed as directed and approved by the Ordering Officer/Contracting Officer's Representative. Said taps, connections, and accessory equipment shall be maintained by the Contractor in workmanlike manner in accordance with rules and regulations of the Government installation. Upon completion of the contract the removal of all taps, connections and accessories will be accomplished by and at the expense of the Contractor so as to leave the water supply source or facility in its original condition. Such removal shall also be subject to the direction and approval of the Ordering Officer as provided above.

b. Electricity.

(1) The Government shall furnish existing Government facilities and without cost to the Contractor, all electrical power necessary for performance under this contract; provided, the Government will in no case furnish or install any electrical facility or accessory for the purpose of implementing the availability of electrical power for the purpose of this contract. It is the responsibility of the Contractor to determine the extent to which existing Government electrical facilities are adequate for the needs of this contract.

(2) All taps, connections, and accessory equipment required in making the electrical power available will be accomplished by and at the expense of the Contractor. All work in connection therewith shall be coordinated, scheduled, and performed as directed and approved by the Ordering Officer/Contracting Officer's Representative. Said taps, connections, and accessory equipment shall be maintained by the Contractor in workmanlike manner in accordance with rules and regulations of the Government installation. Upon completion of the contract the removal of all taps, connections and accessories will be accomplished by and at the expense of the Contractor so as to leave the water supply source or facility in its original condition. Such removal shall also be subject to the direction and approval of the Ordering Officer as provided above.

c. Telephone Services. Telephone service will be the responsibility of the Contractor.

d. Interruption of Utilities Service. All temporary outages of any utility services required for the performance of work shall be scheduled with the Contracting Officer's Representative no less than 14 days in advance of such outages; the Contractor may request a waiver from this requirement from the Contracting Officer's Representative when the utility outage will be of a very limited nature (e.g. within a few rooms of a building). If during work performance the Contractor has determined that a utilities-related situation involves the risk to life or substantial risk to property, utilities shall be immediately disrupted to reduce the emergency and alleviate risk. If such a risk exists, or if such a disruption does occur, the Contractor shall notify the Contracting Officer's Representative at the earliest practical time, and in no case later than two hours following the occurrence.

e. Excavation and Utility Clearance. The Contractor shall be responsible for obtaining excavation and utility clearances, when required, to perform work under an individual task order. Clearance forms may be obtained from the Contracting Officer's Representative. The Contractor shall use this form to request and obtain clearances, through the Contracting Officer's Representative not less than 10 calendar days prior to the date which he anticipates commencement of work. The Contractor shall not proceed with excavation of any kind until he has obtained such clearance and has in his possession.

(1) Available drawing(s) showing all known utilities within proposed work area(s).

(2) Markings in the field has been accomplished for the work area affected.

(3) Clearances will be valid from the date of issuance to date of completion of task order.

GOVERNMENT FURNISHED SOFTWARE

Government furnished software will be provided to the Contractor for use as a tool to assist with expedient preparation of the cost proposals in response to Government needs. This software will contain an electronic version (copy) of the Unit Price Book (UPB), Volume IV, which can be accessed on the equipment provided by the Contractor to locate and select desired items from the UPB. Once the desired items are selected the software provides for selection of quantities and based on the selected quantities will extend and total UPB costs for each proposal.

WASTE AND EXCESS QUANTITIES INCLUDED IN THE COMPLETED-IN-PLACE CONSTRUCTION QUANTITIES

All prices in the Unit Price Book are for the complete-in-place construction unless explicitly described otherwise. The unit prices include delivery of materials to the job site. Waste or excess material quantities are incidental costs which are included within the contract coefficient unless explicitly stated otherwise. Quantities used on individual Job Order proposals shall be taken from field measurements or design plans, as appropriate, without allowance for waste and/or incidental extra materials used in performance of work. Incidental nails, screws, weldments, and connectors are included in UPB line items. Unless a connector or fastener is specifically stated as not being included, it is included in the price. Example: Installation of a suspended ceiling grid system includes connectors, fasteners and wire for the hanging system.

PRICE ADJUSTMENT MODIFIERS

The Unit Price Book contains unit pricing data to be used by the Contractor in development of price proposals for each task order. The pricing data is presented as basic items and as price adjustment modifiers to the basic item. Price adjustment modifiers provide a method for adding to or deducting from the basic item prices for optional materials, and/or methods of installation. One or more modifiers can be utilized to adjust the basic item price as listed by the appropriate suffix number of basic line.

FIRE PREVENTION AND PROTECTION

The Contractor shall comply with all fire prevention measures as set forth by the National Fire Protection Association; other recognized fire prevention agencies; and post regulations, a copy of which is on file in the Office of the Contracting Officer's Representative. Each construction site will be inspected with a frequency necessary to insure understanding and compliance on the part of the Contractor with all applicable provisions of the Post Fire Regulation. Combustible trash will not be destroyed by open fire at the construction site but will be removed off post. Approved types of portable fire extinguishers will be furnished and installed at each construction site by the Contractor. Information concerning approved types is available from the Fire Marshall, Corpus Christi Army Depot, telephone number 361/961-3205. The Contractor shall obtain permits for any hot work (welding, etc.) from the Fire Department before commencing work. The Contractor shall be liable for any fire loss to the Government property attributable to negligence on the part of the Contractor, including failure to comply with fire prevention measures prescribed by the terms of this contract.

CONTRACTOR ACCESS

The area wherein work is to be performed under this contract will be occupied by the Government Services throughout the construction period. The Contractor shall have access to that portion of the area within which work is to be performed. The movement of Contractor personnel, his equipment, materials, and tools shall be confined to this area.

SERVICES TO BE PERFORMED

The general requirements for the nature and categories of work to be performed under this contract includes but is not necessarily limited to the following:

Site clearing, building renovation, earthwork, site drainage and utilities, road and walks, cast in place concrete, brick masonry, block and tile masonry, structural metal, metal joists and decking, rough carpentry, finish carpentry, built in cabinetry and furniture, roofing and siding, sheet metal work, doors, windows and glazing, window coverings, entrances and store fronts, lath and plaster, drywall, painting and wall coverings, floor tile and carpeting, pipe and fittings, plumbing devices and fixtures, fire extinguishing systems, fire alarm systems and intrusion detection systems and equipment, heating and air conditioning

and ventilating equipment and systems, ducts and controls, boxes and wiring devices, starters, breaker panels, switching devices and transformers, lighting and primary and secondary power systems, and asbestos/lead-based paint abatement removal.

REQUIRED INSURANCE

Prior to commencement of work, the Contractor shall furnish the original of his insurance certificate directly to the Contracting Officer, Fort Worth District, Corps of Engineers, ATTN: CESWF-CT-C, Post Office Box 17300, Fort Worth, Texas 76102-0300 and one copy to the Contracting Officer's Representative. The Contractor shall maintain during the period of his performance under this contract the following minimum insurance:

- (1) Workman's Compensation and Employer's Liability insurance in compliance with the states of Texas statutes, with a minimum employers' liability coverage of \$100,000.
- (2) Comprehensive General Liability Insurance for bodily injury in the minimum limits of \$500,000 per occurrence. No property damage liability is required.
- (3) Comprehensive Automobile Liability Insurance covering the operation of all automobiles used in connection with the performance of the contract in the minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. (See Section I, "INSURANCE WORK--WORK ON A GOVERNMENT INSTALLATION.")

HAZARDOUS MATERIALS ABATEMENT INSURANCE

- a. If hazardous materials (e.g. asbestos, lead-based paint, polychlorinated biphenyl (pcb) compounds) abatement/removal or any other work with hazardous materials is required under this contract and Comprehensive General Liability Insurance is required, the policy of insurance which covers the hazardous materials abatement/removal or other work with asbestos shall be a "per occurrence" policy as that term used in the insurance industry. A policy issued on a "claims made" basis or any other "short tail" basis will not be accepted.
- b. The Comprehensive General Liability per occurrence policy shall be obtained by the prime Contractor if the hazardous materials abatement work is performed by the prime Contractor's own work force, or by an hazardous materials abatement subcontractor(s), if the hazardous materials abatement work is subcontracted. The Contractor shall insert in the subcontract a requirement for the hazardous materials abatement subcontractor(s) to provide and maintain the insurance required by this paragraph. The Contractor shall maintain a copy of the subcontractor's proof of required insurance, and shall make such copy available to the Contracting Officer upon request.

52.236-4 PHYSICAL DATA (Apr 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

- a. The indications of physical conditions on the drawings and in the specifications are the result of site investigations and surveys by the Director of Depot Support Facilities, Engineering Contract Management Division.
- b. Ground Water Levels. It has been observed that ground water levels in heavily timbered or grassed areas quit often undergo a significant temporary rise when the area is cleared and/or stripped. This increase in water level can hinder traffic and construction progress in the affected areas. The duration of the ground water rise varies considerably, depending on prevailing weather and/or climatic conditions.
- c. Transportation Facilities: Highways and railroads.
- d. Delivery Point for Government Furnished Utilities: Location of all taps, and connections to existing Government electrical power and water supply lines shall be field designated by the Ordering Officer or the contracting Officer's Representative.

CERTIFICATES OF COMPLIANCE (SUBMITTALS)

Any Certificates required for demonstrating proof of compliance of materials with specifications requirements shall be executed in four copies. Each certificate shall be signed by an official authorized to certify in behalf of the manufacturing company and shall contain the name and address of the contractor, the project name and location, and the quantity and state or dates of shipment or delivery to which the certificates apply.

Copies of laboratory test reports submitted with certificates shall contain the name an address of the testing laboratory and the date or dates of the tests to which the report applies. Certification shall not be construed as relieving the contractor from furnishing satisfactory material, if the material is found not to meet the specific requirement.

CONTRACTOR QUALITY CONTROL SYSTEM

The inspection system required by the Contract Clause "Inspection of Construction" shall be in accordance with the following requirements:

The Contractor shall provide and maintain an effective quality control program or Contractor inspection system, as required by the Contract Clause entitled "Inspection of Construction," which will assure that all supplies and services required under the contract conform to contract requirements whether constructed or processed by the Contractor, or procured from subcontractors or vendors. The Contractors shall perform or have performed the inspection and tests required to substantiate that all supplies and services conform to drawings, specifications, and contract requirements and shall also perform or have performed all inspection and tests otherwise required by the contract unless the required inspection and/or test is specifically designated to be performed by the Government. The system shall be implemented by the establishment of a quality control organization separate from the Contractor's top management. This organization shall consist of at least one full-time person who will be on the job site at all times work is in progress, with sole responsibility for providing continuous inspection of the work to insure compliance with the contract plans and specifications. This organization shall be supplemented by additional quality control personnel as the number of projects increase and/or the dollar value increases. One additional Quality Control person shall be added for each increment of 16 active task orders or for each \$1 million of task orders, whichever comes first. The Quality Control Organization personnel shall be a part of the Contractor's staff and not a member of the staff of a subcontractor performing the work. The Contracting Officer reserves the right to have replaced, any member of the Quality Control Staff who in the opinion of the Contracting Officer is not accomplishing their assigned duties (See Section I, "Materials and Workmanship"). The Contractor's inspection system shall be documented, as specified herein, and shall be submitted to the Contracting Officer for review and approval prior to the start of construction and throughout the life of the contract. The Contractor shall notify the Government in writing of any proposed change to his inspection system and changes shall be subject to disapproval if they would, in the opinion of the Contracting officer, result in nonconformance with the contract requirements.

EQUIPMENT OWNERSHIP AND OPERING EXPENSE SCHEDULE

a. Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a Contractor or Subcontractor at any tier shall be based on actual cost data when the Government can determine both ownership and operating costs for each piece of equipment or equipment groups of similar serial and series from the Contractor's accounting records. When both ownership and operating costs cannot be determined from the Contractor's accounting records, equipment costs shall be based upon the applicable provisions of EP 1110-1-8 "Construction Equipment Ownership and Operating Expense Schedule," Region VI. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the Contracting Officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate

may be developed using the formula provided in the schedule. For forwarding pricing, the schedule in effect at the time of negotiations shall apply. For retrospective pricing, the Schedule in effect at the time the work was performed shall apply.

b. Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(2)(ii) and FAR 31.205-36, substantiated by certified copies of paid invoices. Rates for equipment rented from an organization under common control, lease-purchase or sale-leaseback arrangements will be determined using the schedule except that rental costs leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees are allowable. Costs for major repairs and overhaul are unallowable.

c. When actual equipment costs are proposed and the total amount of the pricing action is over \$25,000, cost or pricing data shall be submitted. By submitting cost or pricing data, the Contractor grants to the Contracting Officer or an authorized representative the right to examine those books, records, documents and other supporting data that will permit evaluation of the proposed equipment costs. After price agreement the contractor shall certify that they equipment costs or pricing data submitted are accurate, complete and current.

FEDERAL GOVERNMENT HOLIDAYS

The Contract employees will not normally be expected to work during Federal holidays. The Government will not pay for services performed on these holidays unless approval has been received from the Contracting Officer's Representative. The Contractor shall observe the same holidays observed by the Government which are:

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day

Note: Any additional holiday as established by Executive Order or Public Law.

DEVIATION FROM PROPOSED MANAGEMENT PERSONNEL

The Contractor shall obtain prior written approval from the Contracting Officer prior to making any changes in his proposed management staff set forth in his technical proposal.

BUILDING CODES

All work shall be performed in compliance with the following National Standards and Codes, as applicable.

- American Institute of Steel Construction (AISC)
- American Concrete Institute (ACI)
- Americans with Disabilities Act Accessibility Guides, Americans with Disabilities Act, P.L. 101-336
- Uniform Building Code (UBC)
- Uniform Plumbing Code (UPC)
- Uniform Mechanical Code (UMC)
- National Electrical Code (NEC)
- Life Safety Codes
- Joint Commission Accreditation of Hospitals (JCAH)

These codes are supplemental to others listed herein.

GOVERNMENT FURNISHED SITE

The Contractor will be provided the use of a parcel of land on Corpus Christi Army Depot at a location to be determined upon contract award as designated by the Contracting Officer or his designated representative.

The Contractor shall be required to provide trailers and storage rooms to house staff personnel and equipment used in performance of this contract.

SALVAGEABLE AND REPAIRABLE MATERIALS

a. Material classified by the Contracting Officer or Contracting Officer's Representative as salvageable shall remain the property of the Government and shall be delivered to the Property Disposal Office, Corpus Christi Army Depot, Texas.

b. Material classified by the Contracting Officer or Contracting Officer's Representative as repairable shall be thoroughly cleaned and delivered to the Property Disposal Office, Corpus Christi Army Depot, Texas.

c. Materials not classified as salvageable or repairable by the Contracting Officer or Contracting Officer's Representative shall be removed from the site and disposed of off post at no cost to the Government.

d. Prior to commencing, a joint inventory will be conducted by the Contractor, the Contracting Officer's Representative, and Government Inspector during which salvageable, repairable material will be identified. The Contractor will be given a copy of this inventory and will be accountable for this property as indicated above. This joint inventory in no way limit or preclude the Contracting Officer from designating additional items in the above categories during the life of this contract.

WARRANTY TAGS

Equipment Warranty Identification Tags - The Contractor shall provide warranty identification tags on all equipment installed under this contract. Tags and installation shall be in accordance with the requirements outlined below.

a. General Requirements: The Contractor shall provide warranty identification tags on all Contractor and Government furnished equipment which he has installed.

b. Tag Description and Installation: The tags shall be suitable for interior and exterior locations, resistant to solvents, abrasion, and to fading caused by sunlight, precipitation, etc. These tags shall have a permanent pressure sensitive adhesive back, and they shall be installed in a position that is easily (or most easily) noticeable. Contractor furnished equipment that has differing warranties on its components will have each component tagged.

c. Sample Tags: Sample tags shall be submitted to the Contracting Officer's Authorized Representative for his review and approval. These tags shall be filled out representative of how the Contractor will complete all other tags.

d. Duplicate Information: If the manufacturer's name, model number and serial number are on the manufacturer's equipment data plate and this data plate is easily found and fully legible, this information need not be duplicated on the equipment warranty tag.

e. Execution: The Contractor will complete the required information on each tag and install these tags on the equipment by the time of and as a condition of final acceptance of the equipment. The Contractor will schedule this activity in the Contractor progress reporting system. The final acceptance inspection is scheduled based open notice from the Contractor, thus if the Contractor is at fault in this inspection being delayed, the Contractor will, at his own expense, update the in-service and warranty expiration dates on these tags.

f. Payment: The work outlined above is a subsidiary portion of the contract work, and has a value to the Government approximating 5% of the value of the Contractor furnished equipment.

g. Equipment Warranty Tag Replacement: Under the terms of this contract, the Contractor's warranty with respect to work repaired or replaced shall run for one year from the date of repair or replacement, such activity shall include an update warranty identification tag on the repaired or replaced equipment. The tag

shall be furnished and installed by the Contractor, and shall be identical to the original tag, except that the Contractor's warranty expiration date will be one year from the date of acceptance of the repair or replacement.

PROBLEM REPORTING

The Contractor shall promptly report to the Contracting Officer's Representative (COR) all construction problems or design deficiencies encountered during construction. Report will include recommended solutions or alternatives. The reporting is to be done on a form provided by the Contractor. This may be called a Corrective Action Request (CAR), Request for Information (RIF) or whatever title the Contractor desires as long as the form and title is acceptable to the COR.

INSTALLATION DESIGN GUIDE

The Corpus Christi Army Depot Installation Design Guide (IDG) provides guidance which, when applied to the planning, programming, design, and execution of individual projects, will result in improving and maintaining the quality of the visual environment of Corpus Christi Army Depot.

CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS

- a. The Government will provide the Contractor, without charge, one set of contract drawings and one set of specifications in electronic format on a compact disk. It is the Contractor's responsibility to reproduce a set of contract drawings from this compact disk. The Government will not give the contractor any hard copy paper drawings or specifications for any contract resulting from this solicitation.
- b. The Contractor shall--
 1. Check all drawings furnished immediately upon receipt;
 2. Compare all drawings and verify the figures before laying out the work;
 3. Promptly notify the Contracting Officer of any discrepancies; and
 4. Be responsible for any errors that might have been avoided by complying with this paragraph (b).
- c. Large-scale drawings shall, in general, govern small-scale drawings. Figures marked on drawings shall, in general, be followed in preference to scale measurements.
- d. Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work, but shall be performed as if fully and correctly set forth and described in the drawings and specifications.
- e. The work shall conform to the specifications and the contract drawings identified as:
Job Order Contract, , Corpus Christi Army Depot, Corpus Christi, TX. The list of drawings and maps set out in the index on the drawings is hereby incorporated by reference into these specifications. Schedules included in the drawings are for the purpose of defining requirements other than quantities.

CONSTRUCTION DRAWINGS

The Contractor will utilize AutoCADLT 2000 or later to generate all drawings to support his proposal and construction effort. The Government will provide disks of existing Government drawings as applicable. Drawings will be submitted on disk and in paper copy.

AM#1 IDENTIFICATION BADGES

The Contractor shall provide for each employee an identification badge. While working on the Corpus Christi Army Depot all workers must wear the identification badge. The badges will be issued and controlled by the Contractor for accountability. Identification badges will be submitted to the Contracting Officer or the Contracting Officer's Representative for approval.

AM#1 ARCHITECT-ENGINEER RESPONSIBILITY OF THE CONTRACTOR

a. The Contractor shall be responsible for the quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Contractor under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its design, drawings, specifications, and other services.

b. Neither the Government's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any action arising out of the performance of this contract. The Contractor shall remain liable to the Government in accordance with applicable law for damages to the Government caused by the Contractor's negligent performance of any of the services furnished under this contract.

c. The rights and remedies of the Government provided under this contract are in addition to any other rights and remedies provided by law.

d. If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severely liable hereunder.

AM#1 WORK OVERSIGHT IN THE AREA OF ARCHITECT-ENGINEER RESPONSIBILITY OF THE CONTRACTOR

The extent and character of the work to be done by the Contractor shall be subject to the general oversight, supervision, direction, control, and approval of the Contracting Officer.

AM#1 REQUIREMENTS FOR REGISTRATION OF DESIGNERS

At the Contractor's expense, the design of architectural, structural, mechanical, electrical, civil, or other engineering features of the work by the Contractor shall be accomplished or reviewed and approved by architects or engineers registered to practice in the particular professional field involved in the State of Texas.

AM#1 PERSONNEL QUALIFICATIONS

a. The Government reserves the right to review the resume of Contractor personnel proposed to be assigned to this contract. If the Contracting Officer questions the qualifications or competence of any individual performing under this contract, the burden of proof shall be upon the Contractor.

b. The successful Contractor must staff the contract with personnel whose qualifications are equal to or better than those whose resumes were submitted with the proposal. In the event the Contractor decides to utilize personnel in the performance of the resultant contract for which resumes were not submitted at time of proposal evaluation, the Contractor shall, prior to the utilization of these personnel, submit their resumes to the Contracting Officer or his Representative for approval.

c. The Contractor shall be responsible for employing trained personnel to perform the tasks outlined in this document. The Contracting Officer reserves the right to determine if a given work history contains necessary and sufficient, directly related experience to reasonably ensure the ability for effective and efficient performance.

d. Individual resumes of key personnel shall be submitted for personnel assigned to the duties required, i.e. Project Manager, Estimator, Contractor's Quality Control (CQC) Manager and Contractor Office Manager.

e. The Contractor shall prepare and maintain an organization plan to perform Task Orders as they are assigned by the Contracting Officer. The plan shall indicate categories of personnel employed by the Contractor and any subcontractors that will be utilized by the contractor. The plan shall delineate how the contractor will perform work from the initiation of Task Order, proposal development phase and through the completion of construction for each Task Order initiated and completed under this contract. This plan shall be submitted to the Contracting officer within 30 days after award of this contract. A preliminary plan shall be submitted with the contractor's proposal.

f. The Contractor must meet the following personnel qualifications:

(1) PROJECT MANAGER (PM) - Serves as a full time on-site Project Manager. The PM shall, as a minimum, have an Engineering degree in a discipline that is compatible with the building construction industry, or an equivalent combination of education and experience approved by the Contracting officer. PM must have a minimum of five years experience in a building construction supervisory position, i.e., project manager and/or construction superintendent. Capability to direct work requiring extensive understanding of and intimate familiarity with the principles, methods, and techniques of architectural, civil, mechanical, an electrical engineering, with no one discipline predominating. Ability to recruit and manage qualified subcontractors in all construction disciplines from the local market in the Corpus Christi area. Must be able to respond in a timely manner to all contractual agreements, instructions, and inquiries from authorized government personnel. Must understand and have knowledge of government construction requirements, and the Job Order Contract in total. Must be capable of preparing project proposals, be authorized to negotiate, and accept individual task orders issued under this contract. Another individual meeting the qualifications may be designated to act for the Project Manager; however, the Contracting Officer's Representative must be notified a minimum of forty-eight (48) hours in advance, in writing of such change. Notification must include exact duration (not to exceed 15 days) for temporary changes.

(2) ESTIMATOR - Serves as a full-time senior estimator. The estimator, as a minimum, should have an Engineering degree in a discipline that is compatible with the building construction industry, or an equivalent combination of education and experience approved by the Contracting Officer. Must have a minimum of five years experience as a senior estimator in the building construction industry. Must have extensive understanding of and be intimately familiar with the principles, methods and techniques of architectural, civil, mechanical and electrical engineering, with no one discipline predominating. Must possess extensive knowledge and understanding of the JOC Unit Price Book (UPB) from which he will make his estimates that will be included in the project proposal. In the absence of the project manager, the estimator will prepare and negotiate project proposals. Must have thorough knowledge of Government labor laws, the Davis/Bacon Act, and schedule of wages. Must also have the capability to supervise subcontractors and perform periodic construction inspections.

(3) CONTRACTOR'S QUALITY CONTROL (CQC) MANAGER - Serves as a full-time on-site, Contractor Quality Control Manager. The CQC Manager works independently of the other contractor on-site personnel. The CQC Manager, as a minimum, shall have formal QC education and/or training in building construction inspection. Must have a minimum of five years experience as a QC Manager, and/or Senior QC Inspector in the building construction industry. CQC Manager must be capable of establishing and maintaining an effective quality control system that is in compliance with contract clause, Section E, "INSPECTION OF CONSTRUCTION." The CQC system consists of plans, procedures, and organization necessary to provide materials equipment, workmanship, fabrication, construction, and operations which comply with contract requirements. The CQC system must be keyed to the proposed construction

sequence. CQC managers must be able to perform daily QC inspections on all active construction projects and send a daily report to the Government JOC Branch Office on all active projects. Ability to assist the PM in preparation of critical path construction schedules. One full-time person is required by Section H, "CONTRACTOR QUALITY CONTROL SYSTEM", unless there are more than 15 active Task Orders or a total dollar value of more than \$1 million in active Task orders, whichever comes first, then two full-time persons will be required.

(4) CONTRACTOR OFFICE MANAGER (COM) - This is a full-time, on-site position. As a minimum, the COM should have extensive background in accounting and bookkeeping and should be computer literate and a proficient typist. Must be capable of dealing with all levels of management, both in-house and with Government officials, as well as with subcontractor personnel. Must be capable of establishing, managing, and maintaining file systems. Must be familiar with proposal preparation and must know and understand the Job Order Contract concept and contract. Must have knowledge and understanding of Government labor laws and regulations as well as subcontractor payrolls. The COM should also have the capability of acting as a purchasing agent and expeditor.

(5) Project Superintendent: This is a full-time, on-site position. At no time throughout this contract shall the superintendent serve as both a QC and superintendent for any Task Order issued under this contract. This individual will supervise the execution of the work on site as stated in each Task Order. The project superintendent shall have a minimum five years experience as a superintendent for the building construction industry.

AM#1 HVAC PERSONNEL CERTIFICATION

All contracted HVAC personnel performing work on Corpus Christi Army Depot HVAC equipment must be certified in accordance with Environmental Protection Agency procedures under Section #608 of the Clean Air Act Amendment of 1990. HVAC contractor shall be required to show proof of certification of their personnel before proceeding with HVAC work.

AM#1 LABOR REQUIREMENT

No construction, alteration, or repair (including painting and decorating) of public buildings or public works shall be performed under this contract without the utilization of qualified persons/licensed mechanics who meet the requirements of the work to be performed and accepted.

TASK AND DELIVERY ORDER CONTRACT OMBUDSMAN

FAR 16.505(b)(6) states "The head of the agency shall designate a task order contract and delivery order contract ombudsman who shall be responsible for reviewing complaints from contractors and ensure that all contractors are afforded a fair opportunity to be considered, consistent with the procedures in the contract. The ombudsman shall be a senior agency official who is independent of the contracting officer and may be the agency's competition advocate."

For all U.S. Army Corps of Engineer Activities the ombudsman is LTC(P) Carl D Owens, Office of Principle Assistant for Contracting (OPARC).

(End of Section H)

SECTION L
Instructions, Conditions and Notices to Bidders

LOCAL INSTRUCTION

PROJECT INFORMATION

- a. For technical information regarding plans and specifications contact Fort Worth District Office, Corps of Engineers, Fort Worth, Texas, telephone, 817/978-xxxx.
- b. For information regarding proposal procedures or bonds, contact Contracting Division, 817/978-3476 or visit Room 2A19, 819 Taylor Street, Fort Worth, Texas. Collect calls not accepted.
- c. Offers will NOT be publicly opened. Information concerning the status of the evaluation and/or award will NOT be available after receipt of proposals.

GENERAL NOTICES

- a. In the technical specifications wherever the term "stabilized aggregate base course" is used, or wherever a reference is made to a section entitled "Stabilized Aggregate Base Course," it shall be deemed to mean "Aggregate Base Course."
- b. Offerors must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in Offers is prescribed in 18 USC 1001. (FAR 52.214-4)
- c. The Affirmative Action Requirement of the Equal Opportunity Clause may apply to any contract resulting from this RFP.

FACSIMILE BIDS

Reference Section L, provision 52.214-31, Facsimile Bids, offerors may **not** submit facsimile proposals in response to this solicitation. However, submission of proposal modifications or withdrawal of a proposal by facsimile transmission is acceptable.

The fax number listed in the provision, is available for use by all bidders and offerors on a "first come, first served" basis and is, therefore, subject to heavy use for long periods of time. Accordingly, bidders are cautioned that "last minute" bids may be received late due to heavy message traffic. The government assumes no responsibility for such late bids.

BID GUARANTEE

Reference Section I, the provision 52.228-1, Bid Guarantee. Facsimile Bonds are not acceptable.

PERFORMANCE AND PAYMENT BONDS

Within 10 calendar days after the prescribed forms are presented to the bidder for signature to whom award is made, a written contract on the form prescribed by the specifications shall be executed and two bonds, each with good and sufficient surety or sureties acceptable to the Government, furnished; namely, a performance bond (Standard Form 25) and a payment bond (Standard Form 25-A). The penal sum of such bonds will be as follows:

(a) **PERFORMANCE BOND.** The penal sum of the performance bond shall equal one hundred percent (100%) of the estimated base year amount (\$2,000,000.00).

(b) **PAYMENT BOND.** The penal sum of the payment bond shall be fifty (50%) of the estimated base year amount of (\$2,000,000.00).

The contractor shall furnish bonds to the Government prior to commencement of contract performance. **AM#1 Performance and Payment Bonds are required for each option year awarded.**

The Standard Form 25, Performance Bond and Standard Form 25-A, Payment Bond are enclosed as exhibits in Section J.

OFFEROR'S QUALIFICATIONS

Pursuant to FAR 9.1, before an offer is considered for award, the offeror will be requested by the Government to submit a statement regarding his previous experience in performing comparable work, his business and technical organization, financial resources, and plant available to be used in performing the work.

NOTICE REGARDING POTENTIAL EMPLOYMENT ON MILITARY INSTALLATION

If the work called for by this request for proposal is located on a military installation, offerors should check with post/base security to determine if potential employees will be allowed on the base/post to seek employment.

AMENDMENTS TO THIS REQUEST FOR PROPOSALS (RFP)

All amendments to this RFP will be made through the use of the Internet. No additional media (CD ROMS, Floppy Disks, Faxes, or paper) will be provided unless the Government determines that it is necessary. Contractors may view/download this solicitation and all amendments from the Internet after solicitation issuance at the following Internet address: <http://ebs.swf.usace.army.mil>. All offerors are required to check the Ft. Worth District Contracting Division website daily to be notified of any changes to this solicitation.

ESTIMATED CONSTRUCTION COST

The estimated cost of the proposed construction is between \$100,000 (guaranteed minimum) and \$10,000,000 (NTE contract amount).

STANDARD INDUSTRY CODE (SIC) for this solicitation is 1542. SMALL BUSINESS SIZE STANDARD IS \$27.5M.

SPECIAL NOTICE CONCERNING INDIVIDUAL SURETIES

The Security interest, including pledged assets as set forth in the FAR 52.228-11, PLEDGES OF ASSETS, and executed Standard Form 28 entitled "AFFIDAVIT OF INDIVIDUAL SURETY" shall be furnished with the bond. Failure to provide with the bid bond a pledge of assets (security interest) in accordance with FAR 28.203-1 will result in rejection of a bid which is bonded by individual sureties.

PARTNERING

In order to accomplish this contract, the government is encouraging the formation of a cohesive partnership with the contractor and its subcontractors. This partnership would strive to draw on the strengths of each organization in an effort to achieve a quality project done right the first time, within budget, and on schedule. This partnership would be bilateral in make-up and participation would be totally voluntary. Any cost associated with effectuating this partnership will be agreed to by both parties and will be shared equally with no change in contract price.

PRINCIPAL CONTRACTING OFFICER

The Contracting Officer who signs this contract will be the Principal Contracting Officer for this contract. However, any Contracting Officer assigned to the Fort Worth District, contracting within his or her authority, may take formal action on this contract when a contract action needs to be taken and the Principal Contracting Officer is unavailable.

PERFORMANCE OF WORK BY CONTRACTOR

The successful bidder/offeror must furnish the Contracting Officer within 20 days after award the following a description of the work which he intends to perform with his own organization (e.g., earthwork, paving, brickwork, or roofing), the percentage of the total work this represents, and the estimated cost thereof.

CONSTRUCTION SCHEDULES

- a. For each task order the Contractor will be required to prepare and submit to the Contracting Officer a practicable schedule as outlined in Section I, Schedules for Construction Contracts (Feb 1997)(52.236-15). The schedule must include activities for submittal approval, as-built drawings, final clean up and inspection, correction of punch list items and final payroll submittal and Operation and Maintenance manuals.
- b. The Contractor shall utilize a computer software program to generate his construction schedule. Software program shall include all requirements for "Schedules for Construction Contracts" 52.236-15. Suggested software is Microsoft Project, but the Contractor may submit an alternate software for approval. Schedule will be submitted both on disk and in paper copy.

QUALITY CONTROL

The successful offeror for this project will be required to institute a comprehensive Quality Control Program in order to assure the Government that all materials and workmanship are in strict accordance with the provisions of the specifications as further outlined in Section H, CONTRACTOR QUALITY CONTROL SYSTEM.

INQUIRIES

Written inquiries concerning technical and administrative aspects of this solicitation should be addressed to:

U.S. Army Engineer District, Fort Worth
ATTN: CESWF-CT-C (Ruby Oringderff)
Post Office Box 17300
819 Taylor Street, Room 2A19
Fort Worth, TX 76102-0300
Phone: 817/978-3476; FAX: 817/978-4547

DIRECTIONS FOR SUBMISSION OF OFFERS

Mailed proposals should be addressed to:

U.S. Army Engineer District, Fort Worth
ATTN: CESWF-CT-C (Ruby Oringderff)
Post Office Box 17300
819 Taylor Street, Room 2A19
Fort Worth, TX 76102-0300

Handcarried proposals may be delivered to:

U.S. Army Engineer District, Fort Worth
Fritz G. Lanham Federal Building
Contracting Division, Room 2A19
819 Taylor Street
Fort Worth, TX 76102-0300

PROPOSAL SUBMISSION INSTRUCTIONS

Proposals shall be submitted on 8 1/2 by 11 inch paper with any foldout sheets limited to 17 inches. Proposal revisions shall be submitted as page replacements with revised text readily identifiable, e.g., changes shall be underlined or printed in bold face. Revised pages shall be numbered, dated, submitted in appropriate number of copies, and shall be submitted on paper that is a different color than the original. Offerors are to submit two proposals, in two separate envelopes, as follows:

- (1) A technical proposal.
- (2) A price proposal, past performance information, and surety's letter of intent to provide performance and payment bonds for any resulting contract.

Technical Proposals:

(1) Technical proposals shall be submitted separately from the price proposal in an envelope or container clearly marked "Technical Proposal, RFP No. DACA63-00-R-0009." The Technical proposal shall be limited to one two-inch (2"), three-ring binder. Pages shall be single-sided, using print which is 10 characters per inch or larger. Where any proposal exceeds the specified limit of one two-inch binder, only data presented in the first two-inch binder will be considered. All remaining pages will be returned to the offeror without consideration. Submit an original and six copies of the technical proposal.

(2) TECHNICAL PROPOSALS SHALL NOT INCLUDE PRICE OR PRICING INFORMATION.

(3) To assure information is properly presented and to aid the Government in the evaluation process, offerors are requested to present technical proposal information in accordance with the instructions presented below and in Section M, Specific Criteria for Award, which identifies factors and subfactors to be addressed in each proposal. Offerors should use title blocks and/or cover pages to identify individual and separate responses to each criterion/subcriterion in the technical proposal. Cover each item in sufficient detail to clearly address required information in order to preclude the proposal from being returned as incomplete or rejected because an item has not been addressed. Offeror's management

proposals shall address the areas listed below in a format which follows the outline of evaluation factors specified in Section M, Specific Criteria for Award.

a. RELATED EXPERIENCE AND PAST PERFORMANCE - Overall management ability as evidenced by the following subfactors:

- (1) Demonstrated ability to manage/construct multiple small to medium scale construction and repair projects in different locations simultaneously.
- (2) Describe experience with various types of related construction work and capability to do same or similar related work. List projects completed within the last 5 years to include duration dates, due dates, time extensions, agency, contact points on individual projects, and telephone numbers for points of contact. Indicate scopes of work; levels and types of skills, trades, and equipment utilized on completed projects, and final performance for each contract.
- (3) Effectiveness of management
- (4) Timely performance
- (5) Quality Control
- (6) Compliance with Labor Standards
- (7) Compliance with Safety Standards

b. MANAGEMENT ABILITY - Overall management ability as evidenced by the following subfactors:

- (1) Management plan for on-site staff to include a list of key managers and proposed staff, their backgrounds, and their respective positions with regard to this contract. Include in this information a list of technical personnel, project managers, business managers, and other on-site personnel and their qualifications, experience with related work, and respective positions with regard to this contract.
- (2) Demonstrated ability to coordinate multiple subcontractors on single or multiple projects at various locations, simultaneously.
- (3) Proposed plan to demonstrate response time to Government needs and requests.
- (4) Proposed plan to administer payroll and labor relations functions.

c. QUALITY CONTROL - Overall management ability as evidenced by the following subfactors:

- (1) Contractor's plan for the inspection and acceptance of work. Address pertinent information regarding inspection of work, correction of nonconforming work, and acceptance and close-out procedures.
- (2) Proposed plan to communicate workmanship and safety standards of subfactors.
- (3) Proposed plan for submittals and conformance to JOC specifications.
- (4) Proposed plan for providing testing, quality control reporting, and shop drawings and drafting support. Proposed plan for quality control staffing levels and quality control responsibilities. Proposed testing methods and frequencies for soils, asphalt, concrete, and nondestructive tests.

d. TECHNICAL STAFF CAPABILITY - Overall management ability as evidenced by the following subfactors:

(1) Technical Support - Capability of the off-site technical staff; plan for architect-engineering support; and registered professional engineers, their disciplines and their roles in the contract. Individuals' experience with general project management and negotiated contracts.

(2) Corporate Support - Corporate support is defined as the proven ability to provide resources from other parts of the corporation for unusual needs such as increased workload in a compressed time frame. A plan of action for providing this corporate support in a timely manner.

e. SB & SDB UTILIZATION AND SUBCONTRACTING PLAN - Overall management ability as evidenced by the following subfactors:

- (1) Identifies how small businesses will be utilized.
- (2) Identifies each SDB concern proposed and submit targets expressed in dollars and percentages representing each SDB concern's participation of the total contract value.
- (3) Plan states commitment to use SDBs.
- (4) Plan states the complexity and variety of work to be performed by SDBs.
- (5) Demonstrates past performance in complying with subcontracting goals for SDB concerns and monetary targets for SDB participation.
- (6) Subcontracting Plan addresses evaluation criteria in accordance with AFARS 19.7, Appendix CC.

f. SUBCONTRACTING SUPPORT CAPABILITY - Overall management ability as evidenced by the following subfactors:

- (1) Describe plan to minimize response time between the prime contractor and his subcontractors.

(2) Identify proposed subcontractors and services they will perform under this contract, both technical and trade subcontractors (include experience with maintenance and repair and new construction work). Identify each subcontractors specialty and your rationale for their selection.

Price Proposal:

The price proposal shall be submitted separately from the technical proposal in an envelope clearly marked "Price Proposal, RFP No. DACA63-00-R-0009." Submit an original and two copies of the price proposal. Each offeror shall submit a past performance volume with its proposal (per Section L, Past Performance). Include this data in the envelope with the price proposal.

NOTE: The offeror shall include with the price proposal supporting documentation (all cost and pricing information) and rationale utilized to compute profit and the coefficients entered in Section B. This information should define and explain the offeror's methodology of computing the coefficient and profit. Supporting documentation shall include rates, bases, and methods of computation. Offerors are reminded this information is required for evaluation purposes only and that the coefficient submitted in Section B must represent all allowable costs as directed in Section B Notes. There is no limit to the number of pages for this supporting documentation.

Offerors are cautioned to submit sufficient information to enable the evaluation team to fully ascertain each offeror's capability to perform all requirements contemplated by this solicitation. The data submitted with each proposal should be complete and concise, but not overly elaborate. Reliance on promotional brochures is discouraged. The technical proposal must include necessary information to enable evaluators to form a concrete conclusion regarding the offeror's ability to perform complete execution of required construction services. In no case shall words such as "we will comply with the requirements of the contract" or equivalent statements be acceptable to meet the requirements of this request for proposal. Failure to comply with these instructions may result in rejection of the offeror's proposal. All commitments made in the proposal, which are in excess of the minimum requirements stated in the solicitation, may become a part of the resultant contract.

SUBCONTRACTING PLANS

All **large businesses** shall submit a subcontracting plan with their technical proposal. The plan should be prepared in accordance with FAR 52.219-9. Failure to submit an acceptable subcontracting plan may make the offeror ineligible for award of the contract. The subcontracting plan submitted by a large business will be reviewed for compliance and will be scored in accordance with AFARS 19.7, Appendix CC (Appendix CC enclosed as exhibit in Section J). The submission of the subcontracting plan is in no way advantageous to large businesses over any small business in the evaluation process. The following are the Fort Worth District's goals for total subcontracted dollars:

1. Small Business Subcontracting Goals - 61.2%
2. Small Disadvantaged Business Subcontracting Goals - 9.1%
3. Woman Owned Small Business Subcontracting Goals - 5.0%
4. Historically Black Colleges & Universities & Minority Institutions - 2.0%
5. HUBZone - .5%

PAST PERFORMANCE

a. Each offeror shall submit a past performance volume with its price proposal. Offerors are cautioned the Government may use the data they provide and data obtained from other sources to develop a performance risk assessment.

b. Submit information pertaining to active and completed contracts which you consider relevant to demonstrate your ability to perform the proposed contract effort. Explain what aspects of the contracts are relevant to the effort proposed by this solicitation. Limit data to two pages per relevant contract and a maximum of 25 pages for the entire volume. Provide information in the following format:

- (1) Company name (if different from offeror's name)
- (2) Contract/Project Title (Government and Commerical)

- (3) Project Manager (Engineer) name and description of responsibilities/authorities.
- (4) Contracting Agency
- (5) Contract Number
- (6) Brief Description of Effort (include percentage of work completed by your firm)
- (7) Type Contract
- (8) Period of Performance
- (9) Original Contract Dollar Value and Current Contract Dollar Value
- (10) Original Completion Date and Current Completion Date
- (11) Name, Address, and Telephone Number of administrative contacting officer and contracting officer
- (12) Name of Bank
- (13) Name and Telephone Number of Bank and Point of Contact . Note: Please notify your bank that the Corps of Engineers may contact them, and authorize them to release the following information regarding your account:
 - a. Number of Years company has conducted business with the bank.
 - b. Types of open accounts (banking, loans, etc.)
 - c. Balance of current accounts (the bank will provide a range of figures for this information).
 - d. Means by which loans are secured and if paid as agreed.
- (14) Point of contact and telephone numbers of three different supplier references.

FAR PROVISIONS

CLAUSES INCORPORATED BY FULL TEXT

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 99)

(a) Contractor identification is essential for complying with statutory contract reporting requirements. Therefore, the offeror is requested to enter, in the block with its name and address on the Standard Form 33 or similar document, the annotation "DUNS" followed by the DUNS number which identifies the offeror's name and address exactly as stated in the offer.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at

<http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@dnb.com.

(End of provision)

52.211-6 BRAND NAME OR EQUAL (AUG 1999)

(a) If an item in this solicitation is identified as "brand name or equal," the purchase description reflects the characteristics and level of quality that will satisfy the Government's needs. The salient physical, functional, or performance characteristics that "equal" products must meet are specified in the solicitation.

(b) To be considered for award, offers of "equal" products, including "equal" products of the brand name manufacturer, must--

(1) Meet the salient physical, functional, or performance characteristic specified in this solicitation;

(2) Clearly identify the item by--

(i) Brand name, if any; and

(ii) Make or model number;

(3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and

(4) Clearly describe any modifications the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.

(c) The Contracting Officer will evaluate "equal" products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.

(d) Unless the offeror clearly indicates in its offer that the product being offered is an "equal" product, the offeror shall provide the brand name product referenced in the solicitation.

(End of provision)

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE

Any contract awarded as a result of this solicitation will be DX rated order; DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

52.211-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (DEC 1999)

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

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

(b) By submitting a request to the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of Provision)

52.214-31 FACSIMILE BIDS (DEC 1989)

(a) Definition. "Facsimile bid," as used in this solicitation, means a bid, modification of a bid, or withdrawal of a bid that is transmitted to and received by the Government via electronic equipment that communicates and reproduces both printed and hand-written material.

(b) Bidders may submit facsimile bids as responses to this solicitation. These responses must arrive at the place and by the time, specified in the solicitation.

(c) Facsimile bids that fail to furnish required representations or information or that reject any of the terms, conditions, and provisions of the solicitation may be excluded from consideration.

(d) Facsimile bids must contain the required signatures.

(e) The Government reserves the right to make award solely on the facsimile bid. However, if requested to do so by the Contracting Officer, the apparently successful bidder agrees to promptly submit the complete original signed bid.

(f) Facsimile receiving data and compatibility characteristics are as follows:

(1) Telephone number of receiving facsimile equipment: 817/978-3166

(2) Compatibility characteristics of receiving facsimile equipment (e.g., make and model number, receiving speed, communications protocol): DIGITAL Facsimile Transceiver; MAKE: Hewlett Packard; MODEL: 900; COMPATIBILITY: CCITT Group 2 and 3; COMMUNICATIONS: Half Duplex

(g) If the bidder chooses to transmit a facsimile bid, the Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile bid including, but not limited to, the following:

- (1) Receipt of garbled or incomplete bid.
- (2) Availability or condition of the receiving facsimile equipment.
- (3) Incompatibility between the sending and receiving equipment.
- (4) Delay in transmission or receipt of bid.
- (5) Failure of the bidder to properly identify the bid.
- (6) Illegibility of bid.
- (7) Security of bid data.

(End of clause)

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

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

(End of provision)

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

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

(End of provision)

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (FEB 2000)

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

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

"In writing or written" means any worded or numbered expression which can be read, reproduced, and later

communicated, and includes electronically transmitted and stored information.

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

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

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

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

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

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

(i) The solicitation number;

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

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

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

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

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

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

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

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

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

(3) It is the only proposal received.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

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

(iii) A summary of the rationale for award; and

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

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm-fixed price contract resulting from this solicitation.

(End of clause)

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
41.7%	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and

(5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Nueces and San Patricio countines

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Contracting Officer
U.S. Army Engineer District, Fort Worth
Attn: CESWF-CT-C
P.O. Box 17300
Fort Worth, TX 76102-0300

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

252.236-7008 CONTRACT PRICES--BIDDING SCHEDULES (DEC 1991)

(a) The Government's payment for the items listed in the Bidding Schedule 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.

(b) 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.

(End of provision)

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

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

Mr. Adan Pena or Mr. Roger Lougy
Corpus Christi Army Depot
Attn: AMSAM-CC-DS-FE
Corpus Christi, Texas 78419-5280
Phone: 361/961-2753 or 361/961-3586
FAX: 361/961-6483

52.236-28 PREPARATION OF PROPOSALS--CONSTRUCTION (OCT 1997)

(a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including--

(1) Lump sum price;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words "no proposal" in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.
(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any DFAR (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.
(End of provision)

(End of Section L)