

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE J	PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. Am-0002		3. EFFECTIVE DATE 06/10/15	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY NAVFAC Hawaii Construction Acquisition Division (OPHA2) 400 Marshall Road JBP HH, Hawaii 96860-3139		CODE	7. ADMINISTERED BY (If other than Item 6) See Item 6		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)			<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO. N62478-15-R-4029	
			<input checked="" type="checkbox"/>	9B. DATED (SEE ITEM 11) 18 May 2015	
				10A. MODIFICATION OF CONTRACT/ORDER NO.	
				10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE				

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) NA

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

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR CLAUSE 52.243-4, CHANGES
	D. OTHER (Specify type of modification and authority)

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

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

N62478-15-R-4029, 8(a) Design-Build/Design-Bid-Build Multiple Award Construction Contract (MACC), Various Locations, State of Hawaii

See page 2

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

1. CHANGES TO THE SOLICITATION. Attached hereto are revised pages to the solicitation. The revision mark "(Am-0002)" is shown on each page.

REVISED SECTIONS/PROVISIONS/CLAUSES/PAGES/PARAGRAPHS/ITEMS. The following are revised pages/paragraph/item to the solicitation. Changes are indicated in **bold** print. Only the following pages/paragraph/item changed in the following document.

Document 00800

Paragraph 1.2(C)

2. The proposal due date of June 18, 2015, 2:00 P.M., Hawaiian Standard Time, remains unchanged.

DOCUMENT 00800  
SPECIAL CONTRACT REQUIREMENTS

DOCUMENT 00800

SPECIAL CONTRACT REQUIREMENTS

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## PART I – CONTRACT TYPE/PERFORMANCE SPECIAL CONTRACT REQUIREMENTS

### 1.1 PERFORMANCE LOCATION

(A) The work shall be located within the State of Hawaii and includes, but not limited to, Navy, Marine Corps, Air Force, and miscellaneous Federal and other facilities.

(B) The exact locations of the work will be indicated by the Contracting Officer in each task order.

### 1.2 PERFORMANCE PERIOD OF CONTRACT

(A) The contract term shall be for a period of one year after award of a contract and shall include four 12-month option periods.

(B) The Government has the option to extend the term of the contract in accordance with FAR 52.217-9, OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000), in Document 00700.

**(C) The Government will not exercise the option if the Contractor graduates from the U.S. Small Business Administration 8(a) BD program.**

### 1.3 MINIMUM AND MAXIMUM AMOUNT OF TASK ORDERS

(A) The Contractor shall, upon receipt of a duly executed task order, perform all work required of this contract and such further requirements as may be contained in the task order for projects described in said task order. The Contractor shall complete all work under this contract within the period of time specified in said task order.

(B) The minimum guarantee for the resultant contracts is \$10,000 for the base period only.

(C) The minimum and maximum task order dollar value is \$150,000 and \$10,000,000, respectively. The Contractor is required to submit a proposal if a task order RFP is issued for any work designated within this range of \$150,000 to \$10,000,000. The Contractor is not obligated to submit a proposal if a task order RFP is issued for any work outside of this range.

(D) Each contract awarded will be funded for the minimum guaranteed amount of \$10,000 (base year only). As task orders are issued, the minimum guaranteed amount will be deobligated from the basic contract until the entire amount of \$10,000 is expended.

### 1.4 ELECTRONIC COMMERCE

The Government may issue documents using electronic commerce methods such as electronic mail (“email”) and facsimile (“fax”) in lieu of mailing. Examples of such documents include, but are not limited to, general correspondence; direction letters; Request for Proposals; Task Orders; and contract modifications. The Government will use the email address and/or fax number provided by the contractor. The contractor is responsible for providing the Government with current and accurate information. If the Government issues the documents via email, successful transmission of the document, as evidenced by the “Sent” date shown on the Government’s email system, will constitute official issuance of the document. The date and time recorded on the “Sent” email will be the official date and time of receipt by the contractor. If the Government issues the documents via fax, successful transmission of the document, as evidenced by the fax confirmation report, will constitute official issuance of the document. The date and time recorded on the fax confirmation report will be the official date and time of receipt by the contractor.

### 1.5 DIRECTIVES

The Contractor shall follow applicable Department of Defense (DOD), Secretary of the Navy (SECNAV), Chief of Naval Operations (OPNAV) directives, and other directives, instructions, and regulations.

#### 1.6 DAVIS BACON ACT WAGE DECISIONS

(A) The Davis Bacon Act Wage Decision, included in the award of a contract will remain in effect for the duration of the base period. At the time the Contracting Officer elects to exercise an option period, an updated Davis Bacon Act Wage Decision will be incorporated into the contract. The updated Davis Bacon Act Wage Decision will remain in effect for the life of the option period.

(B) The Davis Bacon Wage Decision provided as Document 00830 is to be used in the pricing of the seed project.

### PART II. CONTRACT ADMINISTRATION DATA

#### 2.1 DESIGNATION OF ADMINISTRATIVE CONTRACTING OFFICER

Upon award of a contract, the Procuring Contracting Officer will designate the Administrative Contracting Officer in writing. Subsequent to award of the basic contract, all communication and correspondence shall be through the Administrative Contracting Officer.

#### 2.2 HAWAII OFFICE

In order to provide for continued support to the Government, the Contractor shall maintain an office and staff on Oahu, Hawaii. The Government will not directly reimburse the Contractor for costs associated with setting up an office and staff on Oahu, Hawaii. Additionally, the Government will not directly reimburse the Contractor for relocation costs. The Contractor shall provide a telephone number at which a Contractor representative can be contacted, 24 hours a day, 7 days a week, by the Government in case of emergencies. The Contractor's representative shall be authorized to negotiate and obligate the Contractor.

#### 2.3 TRAVEL COSTS

Performance under this contract may require travel by Contractor personnel. If travel is required and negotiated under a task order, the Contractor is responsible for making all needed arrangements for personnel. This may include medical examinations and security clearances. Miscellaneous charges, such as above, incurred due to required travel under the contract will not be billed by the Contractor as a direct charge. The Government may reimburse the Contractor for allowable travel costs incurred by the Contractor in performance of the contract. Allowable travel is noted as travel specifically authorized by the Government. NOTE: Relocation of personnel to perform the work stated under the contract will not be reimbursed by the Government as a direct charge under the resultant contract. The provisions of the Joint Travel Regulations (JTR) will apply.

#### 2.4 HOLIDAYS

(A) All or a portion of the effort under this contract will be performed on Government installations. Listed below are the holidays observed by the Federal Government. The Contractor will not be allowed to work on the Government installation on these days.

NAME OF HOLIDAY	TIME OF OBSERVANCE
New Year's Day	01 January
Martin Luther King Jr. Day	Third Monday in January

President's Day	Last Monday in February
Memorial Day	Last Monday in May
Independence Day	04 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

(B) In the event any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the Contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

(C) If the Contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, notify the Contracting Officer immediately.

## 2.5 TASK DESCRIPTION

The following documents shall be used in the execution of work under this contract, unless specified otherwise. If technical specifications are included with the RFP for task order award, those technical specifications will govern.

(A) Technical Specifications. Part 2, entitled GENERAL REQUIREMENTS are numbered and organized using the NAVFAC Guide Specification format which in turn follows the SPECINTACT format. The technical specifications provided in an RFP package for task order award shall govern over the technical specifications provided in Part 2, unless otherwise specified by the Contracting Officer.

(1) The intent of the specifications is to furnish general standards for new construction, repair, alteration and related demolition of existing infrastructure within the State of Hawaii. "Infrastructure" is defined as 1) residential building construction; 2) construction for industrial buildings and warehouses; 3) nonresidential buildings, other than industrial buildings and warehouses; ~~or~~ 4) improvements such as utilities, landscaping, airfields and roadways; or 5) waterfront work on piers, wharves, caissons, and dry docks. When a commercially available project is readily available and is widely accepted in the industry as being an industry standard, the product and its manufacturer's installation method may be used in place of the equivalent Military Standard, Military Specification, Federal Standard or Federal Specification specified in the GENERAL REQUIREMENTS, upon Contracting Officer's approval.

(2) All materials shall be installed in accordance with the technical specifications, and the manufacturer's instructions and recommendations, unless otherwise directed by the Contracting Officer. When there is a variance between the technical specifications and manufacturer's instructions, the Contractor shall notify the Contracting Officer prior to installation, for clarification and technical assistance.

## 2.6 TASK ORDER ADMINISTRATION

(A) Pre-construction Conference. Prior to commencement of each task order awarded, the Contractor shall attend a pre-construction conference conducted by the Government. Specific work requirements, safety requirements, quality control and quality assurance requirements and any other pertinent or relevant information shall be discussed.

(B) Performance Evaluation Meetings. The Contractor shall meet with the Government as often as necessary at the discretion of the Contracting Officer, but no less than monthly. A mutual effort will be made to resolve all problems identified. The written minutes of these meetings, prepared by the

Government, shall be signed by the Contractor's representative and the Government's representative. Should the Contractor not concur with the minutes, the Contractor shall state, in writing, to the Contracting Officer any areas of disagreement within seven calendar days.

(C) Performance Evaluation. The Government will issue a Performance Evaluation, DD2626, upon completion of work that exceeds \$650,000. This evaluation will be entered into the Contractor Performance Assessing Reporting System (CPARS). During the construction work, should the Contractor fail to perform at least satisfactorily, the Government will issue interim performance evaluations.

(D) Modifications. Standard NAVFAC rates for contract modifications that do not already have established overhead rates (See Document 00100 Paragraph 1.5 INDIRECT COST RATES):

- (i) Ten percent of labor, material and equipment estimates in lieu of field overhead
- (ii) Five percent of subcontract estimates
- (iii) Three percent of the total labor, material and equipment estimates and the amount computed by (i) above in lieu of home office overhead

(E) Final Inspection.

(1) A final inspection of the work will be conducted concurrently by the Government and the Contractor's representatives.

(2) See Inspection and Acceptance; FAR 52.246-12, INSPECTION OF CONSTRUCTION (AUG 1996); FAR 52.246-13, INSPECTION—DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS (AUG 1996).

(F) Contractor's Release. The Government will pay the final amount due the Contractor for each task order under this contract after --

(1) Completion and acceptance of all work for each task order;

(2) Presentation of a properly executed invoice and required submittals; and

(3) Presentation of release of all claims for each task order against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).

(G) Equitable Adjustments - Waiver and Release of Claims.

(1) Whenever the Contractor submits a claim for equitable adjustment under a clause of this contract which provides for equitable adjustment of the contract, such claim shall include all types of adjustments in the total amounts to which the clause entitles the Contractor, including, but not limited to, adjustments arising out of delays or disruptions or both caused by the change. Except as the parties may otherwise expressly agree, the Contractor shall be deemed to have waived: (1) adjustments to which it otherwise might be entitled under the clause where such claim fails to request such adjustments; and (2) increase in the amount of equitable adjustments additional to those requested in the Contractor's claim.

(2) The Contractor agrees that, if required by the Contracting Officer, the Contractor shall execute a release, in form and substance satisfactory to the Contracting Officer, as part of the supplemental agreement setting forth the aforesaid equitable adjustment. The Contractor further agrees that such release shall discharge the Government, its officers, agents and employees, from any further claims, including, but not limited to, further claims arising out of delays or disruptions caused by the aforesaid change.

(H) No Waiver by Government. The failure of the Government in one or more instances to insist upon the strict performance of any of the terms of this contract or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon such terms or option on a future occasion.

## 2.7 INVOICES

Designated paying office will be determined upon award of individual Task Orders under this contract. Invoices will be processed through the designated Administrative Contracting Officer.

## 2.8 NOTICE OF CONSTRUCTIVE CHANGES

No order, statement, or direction of the Contracting Officer, an authorized representative of the Contracting Officer whether or not acting within the limits of his authority, or any other representative of the Government, shall constitute a change order under the "Changes" clause of this contract or entitle the contractor(s) to an equitable adjustment of the price or delivery schedule, unless such a change is issued in writing and signed by the Contracting Officer.

## 2.9 AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

American Recovery and Reinvestment Act (ARRA) of 2009 clauses, if applicable, will be identified on resultant Task Orders.

## 2.10 RAPIDGATE PROGRAM

Commander, Navy Installations Command (CNIC) BASE ACCESS

Effective 05 July 2011, CNIC has implemented the option use of the RAPIDGate Program in accordance with CNIC-directed Navy Commercial Access Control System (NCACS) guidelines for all new and existing vendors, contractors, suppliers and service providers who are not authorized a Command Access Card (CAC). The RapidGate Program is intended to help maintain a safe and secure installation and offer a solution that will also provide streamlined credentialing for installation access.

Participants who choose to pay the annual RapidGate fee and participate in this access control program will be enrolled, vetted, credentialed and have their access privileges to CNIC installations electronically and regularly updated, verified, and documented upon each ingress at all CNIC perimeter entry control points. Those who choose not to participate in the program may request a traditional pass, but only one-day passes will be issued at the Pass and Identification (PID) Offices.

To enroll your company in the RAPIDGate Program, obtain appropriate forms from the Contracting Officer. The RAPIDGate Customer Service Team is also available for inquiries at 1-877-RAPIDGate (1-877-727-4342). If your company has been approved for enrollment and paid the enrollment fee, instruct your employees who need access to the base to register at the self-service registration station located at Joint Base Pearl Harbor-Hickam (JBPHH), the Wahiawa Annex, or West Loch Annex PID Offices. All prime contractors are responsible for their sub-contractors enrolling in the RAPIDGate Program.

Employees register at onsite registration stations located at JBPHH, the Wahiawa Annex, or West Loch Annex PID Offices. Each employee should be ready to provide your company's RAPIDGate company code, his or her address, phone number, date of birth, and Social Security number. The Registration Station will capture the employee's photograph for badging and fingerprints for identity verification.

The RAPIDGate Program performs background screening and credentialing. Once your company has approved each employee for participation and paid the registration fee, the RAPIDGate Program performs

identity authentication and background screening. Your company will be notified when qualified employees may pick up their personalized RAPIDGate credentials at the PID Office where they registered. To retrieve a credential, each employee must show proof of identity by presenting one form of identification from List A or two forms of identification from List B.

List A - One Needed
. U.S. Passport (unexpired)
. Permanent Resident Card or Alien Registration Receipt Card (Form I-551)
. Unexpired foreign passport, with I-551 stamp or attached Form I-94 indicating unexpired employment authorization
. Unexpired Employment Authorization Document that contains a photograph (Form I-766, I-688, I-688A, I-688B)

Or

List B - Two Needed
. Driver's license or ID card issued by a state
. ID Card issued by federal, state or local government agencies or entities
. School ID card with a photograph
. Voter's registration card
. U.S. Military card or draft record
. Military Dependent's ID card
. U.S. Coast Guard Merchant Mariner Card
. Native American tribal document
. Diver's license issued by a Canadian government authority
. U.S. Social Security card issued by the Social Security Administration
. Certification of Birth Abroad issued by the Department of State (Form FS-545 or Form DS-1350)
. Original or certified copy of a birth certificate issued by a state, county, municipal authority or outlying possession of the United States bearing an official seal
. U.S. Citizen ID Card (Form I-197)
. ID Card for use of Resident Citizen in the United States (Form I-179)
. Unexpired employment authorization document issued by DHS (other than those in List A)

After activating their RAPIDGate credentials, employees present their credentials to request entry to the base and must wear and display the credentials at all times while on the installation.

Also See:

Design-Build Specification Section 01 14 00.05, paragraph 1.3.1.2 Identification Badges;

Design-Bid-Build Specification Section 01 14 00, paragraph 1.4.1.2 Identification Badges and Installation Access;

Tailored Design Specification Section 01 14 00, paragraph 1.4.1.2 Identification Badges and Installation Access

## 2.11 BASE PASS FOR MARINE CORPS BASE HAWAII AND CAMP SMITH

For Marine Corps Base Hawaii (MCBH) and Camp Smith, obtain the pass request instructions and forms from the ROICC Kaneohe office, Bldg. 566. Submission of electronic pass requests by the contractor will be required for each project awarded. Each pass request shall include a Certificate of Insurance for each contractor and subcontractor, Statement of Acknowledgement Form SF 1413 (for Davis-Bacon subcontractors), Vehicle List, and Personnel List with Citizenship. Passes will be available for pick-up at the Pass and ID office no later than 21 calendar days after the submission of a complete and accurate pass

request to the ROICC office. If the pass request is rejected, the clock will start again upon resubmission of the corrected pass request. Contractors shall manage base passes (included those for subcontractors) to ensure they are submitted to ROICC Kaneohe Bay 21 calendar days in advance of required access to the base. This includes renewal of passes. Failure to obtain valid passes will not affect the contract price or time of completion.

Each contractor will be allowed base passes for six contractor personnel for messenger service, attending site visits for task order solicitations, and monthly meetings with the ROICC/DROICC. Please obtain these passes at time of contract award and at the time each option is exercised. These passes will be valid for one year.

## 2.12 ACCESS TO PEARL HARBOR NAVAL SHIPYARD CIA AND SENSITIVE AREAS

See the following:

Design-Build Specification Section 01 14 00.05, paragraph 1.5.1 Shipyard CIA and Sensitive Areas;  
Design-Bid-Build Specification Section 01 14 00, paragraph 1.6.1 Shipyard CIA and Sensitive Areas;  
Tailored Design Specification Section 01 14 00, paragraph 1.6.1 Shipyard CIA and Sensitive Areas

## PART III. TASK ORDER ISSUANCE PROCEDURES

### 3.1 TASK ORDER PROPOSAL SUBMISSIONS PROCEDURES

The Government intends to award multiple awards from this solicitation, therefore, the following task order award procedures will apply to all task orders awarded under the resultant contracts.

#### (A) Project Scope.

(1) The Contracting Officer will issue a Request for Proposal for each Task Order requirement to all Contractors. If the magnitude of the construction project is between \$150,000 and \$10,000,000, the Contractor shall submit a proposal. If the magnitude of the construction project is outside of this range, the Contractor may refuse to submit a proposal by notifying the Contracting Officer in writing, stating the reasons for the refusal. Should a Contractor not submit a proposal and does not have sound reasoning for the refusal, the Government may elect not to exercise that Contractor's next option period. Should the Government not receive any proposals, the Government may issue an order unilaterally under the terms of the contract, to the Contractor it deems most capable of completing the work or solicit the requirement under other contracts or on the open market.

(2) The project scope may contain full plans and specifications, design-build specifications and drawing or modified design-build specifications and drawings. The specifications included with RFP for task order award will govern over the technical specifications contained in the basic contract, unless otherwise specified in the RFP for task order award.

(B) Questions. Questions regarding the contents of the RFP shall be forwarded in writing to the designated Contracting official noted in the RFP. All questions shall be submitted in writing.

#### (C) Contractor's Proposal:

(1) The proposal shall be submitted within the time frame set in the RFP. Late proposals will be subject to FAR 52.215-1 Instructions to Offerors—Competitive Acquisition (JAN 2004).

(2) The Contractor shall submit their proposal in a format acceptable to the Contracting Officer. An acceptable format will be stated in the RFP and may include the following:

a. A price, either in a lump sum format, or in such detail as specified by the Contracting Officer.

b. A narrative of the methodology of conducting the work,

c. A project schedule (as required by each Task Order RFP) in a format as specified by the Contracting Officer.

1.) A preliminary project schedule shall accompany each Contractor task order proposal. Upon completion of negotiations and award of the task order, the Contractor shall submit the original and two copies of the revised, satisfactory Schedule to the Contracting Officer. An updated schedule shall be provided to the Contracting Officer with each request for partial payment.

2.) Note: Testing of contaminated materials is required to be conducted by the Contractor. Time to conduct testing of contaminated materials is to be shown on the construction schedule and shall reflect a reasonable time to complete. As this requirement will be a part of the scope of work, if applicable, claims of delay by the Government for "idle" time cannot be submitted.

d. Supporting documentation for subcontract, material, and equipment costs, if specified by the Contracting Officer.

(D) Acceptance of the Contractor's Proposal. The Contracting Officer may accept a proposal without any discussions or may negotiate with all Contractors determined to be within a competitive range. Upon acceptance of the proposal or completion of negotiations, the Contracting Officer will issue the task order as a firm fixed price task order. The Contractor will complete the work at the accepted price. The Government will modify the task order only for unforeseen conditions and changes in scope.

### 3.2 TASK ORDER AWARD PROCEDURES FOR MULTIPLE AWARD CONTRACTS

The Government intends to make multiple awards resulting from this solicitation. The following procedures will be followed when awarding task orders under the multiple award contracts.

(A) Selection Criteria. The task order award criteria will be specified in each RFP issued for task order award or as specified by the Contracting Officer. Price will always be a factor. Task order awards may be based on price alone, or may be awarded based on evaluation factors indicated in the RFP. Failure to prosecute the work diligently on a currently awarded Task Order will be cause for the Contracting Officer not to include the contractor in the competitive fair-opportunity pool for future Task Orders. When the contractor's delinquency has been corrected, they will be considered for competition in future Task Orders.

(B) Task Orders may be awarded on the basis of price only or Best Value (either Lowest Price Technically Acceptable (LPTA) or Trade Off) to the contractor whose offer is the most advantageous to the Government considering the criteria specified. The basis for award will be stated in the RFP. Whenever possible, award will be made without discussions. If discussions are required, each contractor will be requested to provide a final proposal revision, unless eliminated from discussions through the establishment of a competitive range. 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.

(C) The Government will give fair consideration to all Contractors prior to awarding each task order unless the Contracting Officer applies one of the exceptions noted in Document 00800. The Government may use oral proposals and streamlined procedures when selecting a Contractor for the order. In addition, the Contracting Officer need not contact each of the Contractors under the contract before

selecting the Contractor for an order if the Contracting Officer has information available to ensure that each Contractor is provided a fair opportunity to be considered for each order.

(D) Contractors need not be given an opportunity to be considered for a particular order in excess of \$10,000 if the Contracting Officer determines that:

- (1) The Government's need for such services is of such urgency that providing such opportunity would result in unacceptable delays;
- (2) Only one such Contractor is capable of providing such services required at the level of quality required because the services ordered are unique or highly specialized;
- (3) The order may be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract provided that all Contractors were given a fair opportunity to be considered for the original orders; or
- (4) It is necessary to place an order to satisfy a minimum guarantee.

(E) The Contractor may not protest the issuance or proposed issuance of a task order, except for—

(1) A protest on the grounds that the order increases the scope, period, or maximum value of the contract; or

(2) A protest of an order valued in excess of \$10 million. Protests of orders in excess of \$10 million may only be filed with the Government Accountability Office, in accordance with the procedures at FAR 33.104

The Government will designate an Ombudsman who will review complaints from the 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 Government official who is independent of the Contracting Officer.

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