

**SOLICITATION, OFFER AND AWARD**

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

RATING

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1 157

2. CONTRACT NUMBER	3. SOLICITATION NUMBER DACA45-01-R-0018	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 02/14/02	6. REQUISITION/PURCHASE NUMBER
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7. ISSUED BY U.S. Army Corps of Engineers - Omaha District Old Federal Building - 3rd Floor (CENWO-CT-H) 106 S 15th Street, Omaha, NE 68102-1618	CODE DACA45	8. ADDRESS OFFER TO (If other than Item 7)
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NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

**SOLICITATION**

9. Sealed offers in original and 7 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in 106 S 15th Street, Omaha - Lobby until 1530 local time 04/02/02

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Michael R. Duffy	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS
		AREA CODE (402)	NUMBER 221-3708	

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**OFFER (Must be fully completed by offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
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14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
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**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT \$14,900,000.00	21. ACCOUNTING AND APPROPRIATION
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22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
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24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY U.S. Army Corps of Engineers Finance and Accounting (CEFC-AO-P) 5700 Wasp Avenue, Millington, TN 38054	CODE TOB0200
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26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	28. AWARD DATE
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IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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Previous edition is unusable

## **Section B – Supplies or Services & Prices/Costs**

### **1. Total Amount of Contract -**

The total amount of the contract awarded under this solicitation shall not exceed \$14.9 Million Dollars. There is no limit of the number of Task Orders that may be executed. The Task Order(s) executed shall not exceed the total contract amount.

### **2. Guarantee -**

The contract awarded under this solicitation shall have a total guaranteed minimum amount of \$298,000.00. If the Government chooses to exercise the Option Period on the contract, the Option Period awarded under this solicitation shall have a guaranteed minimum amount of \$149,000.00. The guaranteed minimum may be met with the obligation of a task order meeting or exceeding the guarantee amount.

### **3. Contract Definition -**

The contract awarded under this solicitation will be an Indefinite Delivery/Indefinite Quantity contract for Environmental Remediation Services under NAICS Code 562910, in support of the US Army Corps of Engineers Omaha District (USACE) and its customers located anywhere within the USACE Northwestern Division boundaries and all existing Omaha District customer locations. The contract awarded will include both cost reimbursable and firm fixed price features for a wide range of environmental services at various known or suspected Hazardous, Toxic, and Radioactive Waste (HTRW) sites, and Ordnance and Explosive (OE) sites.

### **4. Performance Time -**

The contract will have a basic performance period of two (2) years plus one (1) three (3) year option period or until the \$14.9 Million Dollar contract limit is reached, whichever occurs first.

### **5. Pricing -**

Specific tasks and pricing information for work to be performed under this contract will be included in each task order issued under the contract. Refer to Section L of this solicitation for Cost Data and other information that is required for submittal with your proposal. In addition, in consideration of the performance under this contract, pursuant to task orders duly issued by the Authorized Contracting Officer, the contractor shall be paid consideration determined in each task order. Such consideration shall constitute complete payment for services performed under this contract including all expenditures which may be made and expenses incurred except as are otherwise. The amounts to be paid to the contractor for each firm-fixed price task order/request for services shall be based on hourly rates for the following labor disciplines listed in the tables below. Profit will be negotiated on each individual task order issued.

For Firm-Fixed Price Task Orders the offeror shall use the labor rates submitted for each individual discipline listed in Tables 1 & 2 on pages 3-6 of Section B. If a discipline is not listed in the tables and is needed for a specific task order, that labor rate will be negotiated with the offeror before award of the specific task order. All total hourly rates indicated in Table 1 – Base Period and Table 2 – Option Period of this Section B shall include Overhead, General/Administrative and any Labor Burden (Fringes), FCCOM, or other costs and shall be exclusive of any Fee/Profit. As discussed in Section L of this solicitation, if the offeror does not have recent (i.e. within 1 year) Defense Contract Audit Agency

(DCAA) audited rates available, the offeror shall provide detailed information showing cost accounts included in each of their cost pools in order to explain all overhead rates, G&A markups, labor burden (fringes), and any other cost pools. The rates provided for the Base Period and Option Period will be the set rates used over the life of the contract.

For Cost-Reimbursable Fixed-Fee Task Orders, as in the Sample Project, the offeror shall use their actual labor rates. All Overhead, General and Administrative, Labor Burden (Fringes), FCCOM or other cost pools used in pricing the Sample Project shall use forward pricing rates if recent (i.e. within 1 year) DCAA audited rates are not available. These rates shall be included in the CMPs and applied to all projects/task orders executed in the Base Period. As discussed in Section L of this solicitation, if the offeror does not have recent (i.e. within 1 year) DCAA audited rates, the offeror shall provide detailed information showing the cost accounts included in each of their cost pools in order to explain all overhead rates, G&A markups, labor burden (fringes), and any other pools. If the Government decides to exercise the Option Period, the offeror shall provide at that time, the most current audited rates or provide the detailed information showing the cost accounts included in each of their cost pools. The offeror/awardee at that time will then use these new (if they have changed) rates over the life of the Option Period.

## **6. Travel –**

Per Diem (lodging and MI & E expenses) shall be paid at the current Government rates in accordance with the Federal Travel Regulation (FTR) per person per calendar day spent in travel status. No per diem will be paid for travel of less than the number of hours stated in the current FTR.

Actual cost of transportation by public conveyance (plane, limited to coach class) shall be paid. Privately owned vehicles shall be paid at the current Government mileage rate in accordance with the FTR.

**Table 1 – Base Period – Firm Fixed Price Task Orders Only**  
 (Total Base Period Hourly Rates Excluding Fee/Profit)

Discipline	Direct Cost		Overhead Rate		G&A Rate		Labor Burden (Fringe)		FCCOM		Other		Total Base Period Hourly Rate	Estimated # of Hours for Base Period*	Extended Amount
	%	Rate	%	Rate	%	Rate	%	Rate	%	Rate					
Program Manager													240		
Project Manager													7201		
Engineer I													2400		
Engineer II													9601		
Engineer III													1200		
Laborer													3600		
Procurement Manager													480		
Engineer Technician													3600		
Certified Industrial Hygienist (CIH)													720		
Site Safety And Health Officer (SSHO)													720		
Regulatory Specialist													288		
Chemist													2400		
Geologist													3600		
Biologist													1200		
Contractor Quality Control Supervisor (QCS)													960		
Certified Health Physicist (CHP)													480		
Risk Assessor													480		
Hydrogeologist													4800		
Hazardous Waste Specialist													384		

Discipline	Direct Cost	Overhead Rate		G&A Rate		Labor Burden (Fringe) Rate		FCCOM		Other		Total Base Period Hourly Rate	Estimated # of Hours for Base Period*	Extended Amount
		%	Rate	%	Rate	%	Rate	%	Rate	%	Rate			
Senior UXO Supervisor (SUXOS)													480	
UXO Technician III													240	
UXO Technician II													1200	
UXO Technician I													240	
UXO Sweep Personnel													720	
UXO Quality Control Specialist (UXOQCS)													240	
UXO Safety Officer (UXOSO)													240	
Senior Contracts Manager													960	
Cost Control Engineer													240	
Specification Editor/Writer													336	
CADD/GIS Specialist													1200	
Draftsperson													2160	
Word Processor													9601	
Data Processor													1920	
Clerical													7201	
<b>TOTAL FOR BASE PERIOD</b>													71332	

\* The estimated hours are the Government's best estimate of the labor mix at this time. However, actual labor hours used may vary upwards or downwards from the estimate.

**Table 2 – Option Period – Firm-Fixed Price Only**  
 (Total Option Period Hourly Rates Excluding Fee/Profit)

Discipline	Direct Cost	Overhead Rate		G&A Rate		Labor Burden (Fringe)		FCCOM		Other		Total Base Period Hourly Rate	Estimated # of Hours for Base Period*	Extended Amount
		%	Rate	%	Rate	%	Rate	%	Rate	%	Rate			
Program Manager													360	
Project Manager													10802	
Engineer I													3600	
Engineer II													14402	
Engineer III													1800	
Laborer													5400	
Procurement Manager													720	
Engineer Technician													5400	
Certified Industrial Hygienist (CIH)													1080	
Site Safety And Health Officer (SSHO)													1080	
Regulatory Specialist													432	
Chemist													3600	
Geologist													5400	
Biologist													1800	
Contractor Quality Control Supervisor (QCS)													1440	
Certified Health Physicist (CHP)													720	
Risk Assessor													720	
Hydrogeologist													7200	
Hazardous Waste Specialist													576	

Discipline	Direct Cost	Overhead Rate		G&A Rate		Labor Burden (Fringe) Rate		FCCOM		Other		Total Base Period Hourly Rate	Estimated # of Hours for Base Period*	Extended Amount
		%	Rate	%	Rate	%	Rate	%	Rate	%	Rate			
Senior UXO Supervisor (SUXOS)													720	
UXO Technician III													360	
UXO Technician II													1800	
UXO Technician I													360	
UXO Sweep Personnel													1080	
UXO Quality Control Specialist (UXOQCS)													360	
UXO Safety Officer (UXOSO)													360	
Senior Contracts Manager													1440	
Cost Control Engineer													360	
Specification Editor/Writer													504	
CADD/GIS Specialist													1800	
Draftsperson													3240	
Word Processor													14402	
Data Processor													2880	
Clerical													10801	
<b>TOTAL FOR OPTION PERIOD</b>													106999	

\* The estimated hours are the Government's best estimate of the labor mix at this time. However, actual labor hours used may vary upwards or downwards from the estimate.

(End of Section B)

## **Section C – Description/Specs/Work Statement**

### **1. Contract Procurement Objective and Overview -**

The contract awarded under this solicitation will be an Indefinite Delivery/Indefinite Quantity contract for various Environmental Remediation Services and Ordnance Explosive Services, in support of the US Army Corps of Engineers Omaha District (USACE) and its customers located anywhere within the USACE Northwestern Division boundaries and all existing Omaha District customer locations. The contract awarded will include both cost-reimbursable and firm-fixed price features for a wide range of environmental services at various known or suspected Hazardous, Toxic, and Radioactive Waste (HTRW) sites, and Ordnance and Explosive (OE sites).

Project specific task orders will be issued under the basic contract and any exercised option period thereto. The USACE Contracting Officer or Project Manager will provide the Contractor with any site-specific information in the USACE possession upon issuance of each task order. Work will generally fall under task orders using performance-based statements of work. "A performance based statement of work structures all aspects of an acquisition around the purpose of the work to be performed and does not dictate how the work is to be accomplished. It is written to ensure that contractors are given the freedom to determine how to meet the Government's performance objectives and provides for payment only when the results meet or exceed these objectives. It maximizes contractor control of work processes and allows for innovation in approaching various work requirements. Performance based SOWs emphasize performance that can be contractually defined so that the results of the contractor's effort can be measured in terms of technical and quality achievement, schedule progress, or cost performance. The goal of Performance Based Contracting (PBC) is to:

- a. Save money by reducing contract costs from elimination of unnecessary effort, through innovation by the contractor, and also by reducing Government surveillance.
- b. Enable Government to shift its emphasis from processes to outputs.
- c. Hold contractors accountable for the end results. Ensure that contractors are given the freedom to determine how to meet Government's performance objectives."

Information provided by USACE on any site will be dependent on the current status of the site. Each task order will define the performance requirements of the contractor. Task orders may include, but will not be limited to any combination of the following:

Investigations, evaluations, and studies with associated reports, monitoring (short and long term), engineering support and/or design, and response actions including Operations and Maintenance (short and long term) for HTRW sites, as well as Ordnance Explosive (OE) removal design and execution at OE sites.

The description of work stated herein provides a general understanding of the Contractor functions to be performed; individual task orders will contain the specific performance based requirements. Technical requirements described herein in no way limit the activities that may be required under the terms of this contract.

Exclusive of the program and/or project management functions, the Contractor may utilize subcontractors or consultants identified in the accepted proposal or subsequently approved by the USACE Contracting Officer to perform any of the functions required within the specific task orders.

Task orders issued under this Contract may be Firm-Fixed Price or Cost-Reimbursable with Fixed-Fee incorporating Service (Contract Act) or Davis-Bacon Act wages, as applicable, depending on the type of project incorporated into each individual task order.

The Contractor shall be responsible for acquiring the latest version of applicable regulator or agency guidance, including but not limited to the referenced documents cited in Section C of this Solicitation and/or subsequent task orders issued after award of the Contract, unless otherwise specified.

Section C is to be used in the development of each individual task order and the sample problem provided in Section J of this solicitation.

## **2. Contract Requirements -**

The Contractor, operating as an independent Contractor and not as an agent of the Government, shall provide all labor, materials, facilities, and equipment and perform all work identified in each individual task order. The Contractor may be required to perform work under multiple task orders at different sites simultaneously. The Contractor shall be cognizant of all appropriate laws, regulations, and guidance. The Contractor shall ensure that all work activities performed by his personnel, subcontractors and suppliers are executed as required by these laws and regulations. Any incident of noncompliance noted by the Contractor shall immediately be brought to the attention of the Contracting Officer (CO) and/or the Contracting Officer's Representative (COR) by written notice. Nothing in this contract shall relieve the Contractor of his responsibility to comply with these laws and regulations. Any conflicts between laws/regulations and contract/task order requirements shall be brought to the attention of the CO and/or COR.

### **2.1. Work Plan -**

For each task order, the Contractor is required to submit an HTRW and/or OE Work Plan (WP) as appropriate. The WP basically describes the Contractor's activities as outlined in the task order. For task orders involving OE, the format for the work plan shall be in accordance with either Data Item Description (DID) OE-005-1, Type II Work Plan or DID OE-001 Type I Work Plan. The data item descriptions may be found at: <http://www.hnd.usace.army.mil/oew/policy/dids/didindx.html>. The WP shall contain (when relevant), but not be limited to the following:

Description of available data and contaminant characterization or suspected ordnance;

Statement of work to be accomplished including a statement of Data Quality Objective(s);

Discussion on implementation of the project including the method of operation, type of equipment, personnel required, and other special considerations;

A schedule that presents the requirements to complete any required field work and key project milestones;

Permits, licenses, and certificates, identification number, and location of the disposal facility (IDW decision tree), if necessary;

Key personnel to be used on the project with their roles and responsibilities;

Site-specific assumptions and clarifications;

Site control measures; and

Logs, reports, and record keeping to be utilized.

The draft WP will be reviewed and commented on by the Government. The Contractor shall submit a Final WP within five (5) working days of receipt of the Government's comments. The WP shall be modified to address and incorporate the Government's comments and concerns, as appropriate. The plan will be reviewed and accepted by the USACE Project Manager or returned to the Contractor, with comments, for further revision prior to field mobilization. Acceptance of the Contractor's WP by the Government is required prior to any field mobilization. Acceptance is conditional and will be predicated on satisfactory performance during field activities. Deviations or proposed changes to the approved Work Plan must be submitted to the USACE Project Manager for review, comment, and approval. The Government reserves the right to require the Contractor to make changes in his WP and operations as necessary. During execution of the task order the Contractor shall follow the approved WP.

## **2.2. Investigation and Field Studies – Both On-Site and Off-Site Work -**

The Contractor shall perform all planning, fieldwork, analysis and preparation of any reports as specified in the task orders. The investigative services to be provided generally consist of, but are not limited to, performing investigations to determine the contaminant(s) and/or OE source(s), geology and groundwater conditions, contaminant concentration, contaminant migration, and geotechnical characteristics as well as any other related tasks. The data collection requirements shall be established in the task orders and be usable for preparation of a remedial investigation, feasibility study, remedy selection and/or development of a remedial design and/or implementation of the remedial/response action(s) and OE investigation, evaluation, and response including final disposal. Investigation may or may not be performed in conjunction with the remedial/response action, depending on the individual task order. Work may include risk assessments, fate and transport, groundwater modeling or other techniques to determine the potential risks to human health and the environment. The Contractor shall prepare associated reports as described in each individual task order. The Contractor shall have the capability and experience to provide a wide range of investigative and remedial/response services required for remediation/responses at HTRW and OE sites including, but not limited to:

Site characterization and evaluation; (HTRW)

Identification of action levels for regulated hazardous wastes or substances resulting from review of federal, state, and local laws, regulations, or guidance, or developed through risk assessments. This shall also include coordination with appropriate regulatory agencies; (HTRW)

Public Health Evaluations and National Environmental Policy Act documentation as required for proposed site remediation techniques and alternatives; (HTRW)

Survey and Mapping, Geographic Information System (GIS), remote sensing; (HTRW & OE)

Boring for soil sampling, testing (field and/or laboratory) or other geotechnical analysis (either on- or off-site); (HTRW & OE)

Drilling, installation and development of groundwater monitoring wells, production wells, extraction wells, piezometers or other instrumentation; (HTRW & OE)

Conducting surface or down hole geophysical surveys;

Conducting hydrogeological field-testing and performing analyses and data interpretation; (HTRW & OE)

Conducting unexploded ordnance procedures, survey, location, access, recovery, and final disposal as required; (OE)

Sampling and sample handling techniques for chemical and geotechnical characteristics; (HTRW)

Short and Long Term Monitoring; (HTRW)

Evaluation of available response actions and recommendation of the most environmentally sound and cost effective alternatives; (HTRW & OE)

Expert Testimony; (HTRW & OE)

Participation in community education, public involvement, or public affairs activities; (HTRW & OE)

Chemical analysis (both on-site and off-site) of all media for a wide variety of organic and inorganic parameters including, but not limited to: (HTRW & OE)

a) Hazardous and radioactive wastes; (HTRW)

b) Explosives; (HTRW & OE)

c) Other chemical, physical, and composite testing; (HTRW)

d) Characterization and screening for waste-bulking compatibility(HTRW)

e) Transportation and disposal; and (HTRW & OE)

f) Conventional water and waste water quality parameters. (HTRW)

ANALYTICAL TESTING. The laboratory to be used by the Contractor shall be a Corps of Engineers, National Environmental Laboratory Accreditation Program (NELAP), or State certified validated testing laboratory and shall be in accordance with EM 200-1-1 Validation of Analytical Chemistry Laboratories. The types of laboratory services anticipated under this contract include, but are not limited to, Inorganic Metal analyses on soils, waters, sludges, solids, paints, wipes; Organic analyses for VOCs, BNAs, PAHs, etc.; Anion Testing; etc. The Proposal shall identify the prime laboratory and secondary laboratory(ies) to be used for this type of Contract work.

### **2.3. Engineering Support and Remedial Design -**

The Contractor may be required to provide a wide variety of engineering services to support remediation/response actions. The extent of the engineering services will be described in detail in each individual task order and may include but are not limited to structural, mechanical, electrical, architectural, geotechnical, geological, civil, environmental, OE, cost

engineering, constructability reviews, and other engineering support. The successful Contractor shall perform all necessary planning, fieldwork, and prepare all engineering documents identified in the Task Order. Engineering documents shall be representative of industry or Government standards for drawings and specifications or by performance specifications. All Engineering documents produced by the Contractor shall be stamped by a licensed Professional Engineer and shall be submitted to the USACE Project Manager for approval. Engineering documents may include, but not be limited to:

Design Analysis, containing the criteria, design assumptions, calculations and other pertinent data;

Performance specifications or completely edited Government furnished guide specifications;

Computer Aided Design Drafting (CADD) generated drawings must be compatible with Omaha District software. The CADD drawings software package used by the Omaha District is INTERGRAPH;

Analysis of the Contractor schedules shall be compatible to the Network Analysis System (NAS) utilizing PRIMAVERA (current software version) or as designated by the individual task order;

Cost estimating software should utilize and industry approved software package capable of providing sufficient information to adequately and accurately capture the projected project costs;

Title Two Services to include checking shop drawings, materials, fixtures, equipment, samples, plant materials in accordance with the specifications and drawings;

Record drawings, modifications or as-built drawings;

Constructability reviews;

Other engineering and technical support may include:

Technical expertise or expert testimony during regulatory negotiations;

TRADITIONAL SOILS OR GEOTECHNICAL TESTING. The laboratory to be used by the Contractor shall be a Corps of Engineers, National Environmental Laboratory Accreditation Program (NELAP), or State certified validated testing laboratory and be in accordance with ER 1110-1-261 Validation of Geotechnical Laboratories. The types of laboratory services anticipated under this contract include, but are not limited to, mechanical analysis (sieve analysis), hydrometer analysis, Atterberg Limits, soils classifications, permeability, standard and modified proctor tests, relative density tests, etc. The Proposal shall identify the prime laboratory and secondary laboratory(ies) to be used for this type of Contract work.

Securing permits as required;

Liaison and interface with regulatory agencies; and

Resolution of problems during response.

## **2.4. Response Actions, Removals, and Operations and Maintenance -**

Response actions may or may not be performed in conjunction with investigation and engineering support depending on the individual task order. The requirements related to response actions will be described in detail in individual task orders. The successful Contractor shall perform all necessary planning, fieldwork, and implementation of the response action requirements identified. The Contractor selected for this work shall have the capability and experience to perform a wide range of investigations, response actions and removals for HTRW and OE sites including, but not limited to:

On-Site source control and containment using a variety of technologies;

On-Site treatment using a variety of technologies;

Transportation to and/or storage, treatment and/or disposal of waste at an off site facility;

Survey, removal, transportation and disposal of asbestos containing materials;

Locating, identifying, recovery, management, transportation and disposal of ordnance and explosive;

Installation of all support facilities;

Preparation of all applicable Operation and Maintenance (O&M) Manuals and associated training of facility personnel for equipment installed;

Short and Long Term Operation and Maintenance of facilities constructed under this Contract for the period specified (inclusive of facilities constructed through other contracts or under other task orders issued under this contract); and

Problem solving during response with unexpected conditions or execution problems at the site.

## **3. Project Management -**

The Contractor selected for this Contract shall have the experienced personnel to perform, or provide, a wide range of services required for responses to releases at HTRW sites and locating and disposing of ordnance at OE sites. The requirements for on-site and off-site personnel may differ for each task order.

The Contractor or Contractor and Subcontractor Team jointly must have both HTRW and OE qualifications. If personnel are proposed as dual qualified, they must meet the qualification standards for both the HTRW and the OE position for which they will be used.

Key Management Personnel and their qualifications are identified in Paragraph 3.1.2.1. of Section L in this Solicitation. The offeror must identify the key management personnel to be assigned to the Contract by name, position, and firm (if other than prime contractor with address (city/state) where the firm is located) in the organization chart. The resumes will be evaluated to determine whether the individuals meet the minimum qualifications and experience necessary to perform their roles and responsibilities under this Contract.

Other Key Personnel considered essential in the performance of this Contract and their qualifications are identified in Paragraph 3.1.2.2. of Section L in this Solicitation. The Offeror must identify the key personnel to be assigned to the Contract by name, position, and firm (if other than prime contractor with address (city/state) where the firm is located) in the organization chart. The resumes will be evaluated to determine whether the individuals meet the minimum qualifications and experience necessary to perform their roles and responsibilities under this Contract.

NOTE: The Contracting Officer shall approve all Replacement Key Personnel. Resumes of these individuals shall be required as part of task order proposals or whenever a change in personnel is to occur, in order to verify the replacement meets the qualifications of the solicitation. Other disciplines not listed may be required to perform specific task orders. These disciplines will be required to have comparable qualifications in their field of expertise and the resumes of these individuals may be required as part of task order proposals.

### **3.1. Other Personnel –**

The Contractor shall utilize only personnel that meet or exceed the following minimum qualifications on projects that will be executed under this Contract. The Contracting Officer may request the resumes of any of these personnel to verify that they meet the minimum requirements set forth in this Section C before task order award. Note that resumes of some personnel are required to be submitted when submitting a proposal for an individual task order.

**Hydrogeologist(s)** - The contractor shall have the capability to provide hydrogeological support, including but not limited to: the placement, oversight, and installation of monitoring wells and/or extraction wells; the proper development and sampling of such wells; the analysis and interpretation of collected samples; the analysis of ground water flow; borehole or trench logging and sampling for geotechnical and chemical analysis; and the oversight and logging for the abandonment of wells. The Contractor or subcontractor shall be able to utilize the data as a basis for insuring the remedial system is being operated and maintained properly, and also determine the effectiveness of the remedial system in accordance with the original design. The hydrogeological requirements related to the remedial action will be described in each individual Task Order. All Hydrogeologists will have, as a minimum, the following qualifications:

A college degree in geology, hydrogeology, geological engineering, or related field, professional registration is preferred, although not required.

Demonstrable education and experience in groundwater hydrogeology.

Three (3) years experience related to HTRW sites.

**Chemist(s)** - The Contractor shall utilize Chemists who shall insure that all chemistry related goals of the task order are attained. The Chemists should have general knowledge of remedial process chemistry, fate and transport of organics and inorganics, and radiological contamination in environmental matrices. The Chemists will be required to have advanced expertise in chemical data quality management of environmental analytical data. The Chemists shall conduct or oversee all on-site analytical testing including field-screening tests. The Chemists shall review all off-site Contractor analytical testing, and coordinate Government Quality Assurance testing that verifies the Contractor chemical data. The Chemists shall review and verify all chemical data for hazardous waste manifests. The Chemists shall also prepare all data validation reports or review for accuracy all data validation reports prepared by subcontractors. All Chemists will have, as a minimum, the following qualifications:

A minimum of a 4-year college degree in Chemistry or a related field from an accredited post-secondary institution.

A minimum of four years of combined professional experience at the level of a commercial environmental analytical laboratory or working as a part of a Contractor project team of which a minimum of 1-2 years must be directly related to environmental investigations and/or remedial actions as a part of a Contractor team (i.e. not primarily employed at a laboratory).

**Engineer 1** – General: This individual will have as a minimum an education in the specified engineering discipline.

**Engineer 2** – General: This individual will have as a minimum an education in the specified engineering discipline with at least three (3) years of experience in HTRW activities (or at least three (3) years of experience in OE work on Task Orders with predominantly OE activities) and professional registration in the specified discipline.

**Engineer 3** – General: This individual will have as a minimum an education in the specified engineering discipline with at least seven (7) years of experience in HTRW work (or at least seven (7) years of experience in OE work on Task Orders with predominantly OE work) and professional registration in the specified discipline.

Specific engineering disciplines include:

(a) **Civil Engineer** - The Contractor shall utilize a Civil Engineer for design efforts requiring this expertise. The Civil Engineer will have a college degree in Civil Engineering and other requirements as stated above depending on experience and education.

(b) **Structural Engineer** - The Contractor shall utilize a Structural Engineer for design efforts requiring this expertise. The Structural Engineer will have a college degree in Civil Engineering and other requirements as stated above depending on experience and education.

(c) **Electrical Engineer** - The Contractor shall utilize an Electrical Engineer for design efforts requiring this expertise. The Electrical Engineer will have a college degree in Electrical Engineering and other requirements as stated above depending on experience and education.

(d) **Environmental Engineer** - The Contractor shall utilize an Environmental Engineer who will ensure that all treatment related goals of the Task Order are attained. The Environmental Engineer will have a college degree in Civil or Environmental Engineering and other requirements as stated above depending on experience and education.

(e) **Geotechnical Engineer** - The Contractor shall have the capability to provide geotechnical support, including but not limited to the performance of both in-situ drilling/back hoe operations for geotechnical and chemical laboratory soil testing and analyses to determine chemical and physical soil characteristics. The Contractor or subcontractor shall be able to interpret the results of such testing and analyses, be able to utilize the results as a basis for ensuring the remedial system is designed, constructed, operated and maintained properly, and also determine the effectiveness of the remedial system in accordance with the original design. The geological requirements related to

the remedial action will be described in each individual Task Order. The Geotechnical Engineer will have, as a minimum a college degree in civil engineering (soil mechanics, materials or related specialty), geological engineering, or related field.

**Project Geophysicist** - This individual will have a degree in geophysics, geology, geological engineering, or a closely related field, and will have a minimum of 5 years of directly related geophysical experience. This individual has overall responsibility for design, implementation, and management of all geophysical investigations required for the work effort, but may not necessarily be on-site full time. This individual shall be the project geophysicist-of-record.

### **3.2. Contractor UXO Personnel Qualifications -**

The Contractor shall utilize only UXO personnel that meet or exceed the following minimum qualifications on projects that will be executed under this Contract.

All contractor UXO personnel will be graduates of one of the following schools or courses: The U.S. Army Bomb Disposal School, Aberdeen Proving Ground, MD; U.S. Naval Explosive Ordnance Disposal School, Indian Head, MD; the EOD Assistant's Course, Redstone Arsenal, AL; the EOD Assistant's Course at Eglin Air Force Base, FL; or a DOD certified equivalent course. USNAVEOD also requires that EOD personnel be U.S. citizens due to the need for access to the TM-60 series publications, some of which are marked NOFORN (no Foreign Nationals). UXO contractors cannot employ active military or Federal civilian employees except for members of the military who are on terminal leave. Credit for EOD experience in National Guard or Reserve units will be based on the documented actual time spent on active duty, not on the total time of service. The Offerer will comply with DID OE-025, dated 030300, for both UXO personnel qualifications and work standards. DID OE-025 can be found at the OE MCX website at <http://www.hnd.usace.army.mil/oew/policy/dids/didindx.html>.

**UXO Technician II** - This individual will be a graduate of the U.S. Army Bomb Disposal School, Aberdeen Proving Grounds, MD or U.S. Naval EOD School, Indian Head, MD. As an exception, a UXO Technician II may be a UXO Technician I with combined military EOD and contractor UXO experience. This individual must be able to fully perform all functions enumerated for UXO Sweep Personnel and UXO Technician I.

The UXO Technician II is required to perform the following functions: Properly storing OE material in accordance with applicable guidance; identifying fuses and determining fuse condition; determining a magnetic azimuth using current navigational/locating equipment; performing field expedient identification procedures to identify explosives contaminated soil; preparing an on-site holding area for OE material; and operating modes of transportation for transporting OE material, when appropriate.

**UXO Technician I** - This individual will be a graduate of the EOD Assistant's Course, Redstone Arsenal, AL; the EOD Assistant's Course, Eglin Air Force Base, FL; or a DOD equivalent certified course. A UXO Technician I can advance to the UXO Technician II category after 5 years combined active duty military EOD and contractor UXO experience.

The UXO Technician I shall assist fully qualified personnel (UXO Technician II and above) in the following functions: Conducting reconnaissance and classification of UXO and other OE materials; identifying all munitions including bombs and bomb fuses, guided missiles, projectiles and projectile fuses, rockets and rocket fuses, land mines and associated components, pyrotechnics items, military explosives and demolition materials, grenades and grenade fuses, and sub-munitions; locating subsurface UXO using military and civilian magnetometers and

related equipment; performing excavation procedures on subsurface UXO; locating surface UXO by visual means; transporting UXO and demolition materials; preparing firing systems, both electric and non-electric, for destruction operations; operating Personnel Decontamination Stations; inspecting salvaged OE related material and erection of UXO related protective works; and donning and doffing personal protective equipment.

**UXO Sweep Personnel** - Sweep personnel assist UXO technicians and supervisory personnel in the clearance of UXO, operating only under the direct supervision of qualified UXO technicians and/or UXO supervisors. This position requires site and job specific contractor training (which may include ordnance recognition, safety precautions, donning and doffing personnel protective equipment, etc.) but does not require UXO technician qualifications. UXO Sweep Personnel conduct visual and/or instrumented UXO search activities in field; perform field maintenance on military and civilian magnetometers; operate ordnance detection instruments and other similar equipment to include digital geophysical mapping instructions; and remove OE scrap after such items have been certified/verified safe for handling by a qualified UXO technician. UXO Sweep Personnel are not involved in the execution of explosives operations.

### **3.3. Field Staff -**

All field personnel, including but not limited to those listed above, shall meet the training, medical surveillance, and safety and health program requirements specified in OSHA standard 29 CFR 1910.120 and/or the UXO Safety Program as appropriate for the specific site. The Contractor shall ensure that all personnel involved in the performance of the work meet the above safety and health requirements and that adequate documentation is available, for the Contracting Officer's review. If adequate documentation is not made available personnel shall not be allowed on-site. All field staff, both Contractor and subcontractor personnel are responsible for understanding and complying with all requirements of the task order scope of work and the Contractor's approved Site Safety and Health Plan and/or the UXO Safety Program.

**Site Superintendent/On-Site Supervisor(s)** - The Contractor shall utilize experienced Site Superintendents to direct work performed under this contract and verify compliance with all regulatory and contractual requirements. The minimum qualifications of the Site Superintendent will include:

A minimum of three (3) years project superintendence experience at HTRW activities. For Task Orders predominately OE, the Site Superintendent or On-Site Supervisor is required to have a minimum of three (3) years Supervisory experience in OE.

In addition to the required 40-hour hazardous waste training, onsite supervisors shall complete an additional 8 hours of specialized training covering at least the following topics: the employer's safety and health program, personal protective equipment program, spill containment program, and health hazard monitoring procedures and techniques.

Working knowledge of applicable federal, state, and local laws, regulations, and guidance.

**Site Geophysicist** - This individual will have the same education requirements as the project geophysicist (i.e. a degree in geophysics, geology, geological engineering, or a closely related field), except the five years minimum experience requirement is waived if working under the general supervision of a Project Geophysicist. This individual is responsible for day-to-day

operations of the site geophysical investigations. This individual may also be the project geophysicist.

#### **4. Government Support -**

Any Government support shall be identified in individual task orders.

#### **5. Project Schedule -**

A Project Management Information System (PMIS) employing critical path method (CPM) scheduling will be used to develop a comprehensive schedule for the Scope of Services. A CPM network diagram illustrating the logical interaction among tasks will be developed using the latest version of the commercial software package Primavera and a baseline schedule will be created for the Performance Based Scope of Services to be conducted. The schedule will be approved by the COR. The status of activities in the schedule will be updated to reflect the actual status. The schedule status will be included with Monthly Progress Reports submitted under the task order(s). The monthly progress report will discuss target and actual completion dates for each element of activity including project completion and provide an explanation of any deviation from the milestones in the work plan schedule.

#### **6. Travel and Meetings -**

The Contractor shall perform all travel and attend all meetings necessary for completion of the work required by the task orders. Air travel shall (if possible) be planned at least 14 days in advance in order to acquire the best prices available. Per Diem (lodging and MI & E expenses) shall be paid at the current Government rates in accordance with the Federal Travel Regulation (FTR) per person per calendar day spent in travel status. No per diem will be paid for travel of less than the number of hours stated in the current FTR.

Actual cost of transportation by public conveyance (plane, limited to coach class) shall be paid. Privately owned vehicles shall be paid at the current Government mileage rate in accordance with the FTR.

#### **7. Submittals -**

##### **7.1. Conference Notes -**

The Contractor shall be responsible for taking notes and preparing the reports of all conferences. Conference notes shall be prepared in typed form and the original furnished to the Government (within seven (7) workdays after date of conference) for concurrence and distribution to all attendees. This report shall include the following items as a minimum:

- a) The date and place the conference was held with a list of attendees;
- b) The roster of attendees shall include name, organization, and telephone number;
- c) Comments made during the conference and decisions affecting criteria changes shall be recorded in the basic conference notes; and
- d) Conference notes should document any augmentation of written comments.

## **7.2. Annotated Comments -**

Written comments presented by the reviewers of the project work plans, project reports, conferences, and other similar reports shall be attached to each final submittal with the action noted. Annotated comment action shall be "A" for an Approved comment, "D" for a Disapproved comment, "W" for a comment that has been Withdrawn, and "E" for a comment that has an Exception noted. In addition, brief written responses to comments shall be added where appropriate.

## **7.3. Confirmation Notices -**

The Contractor shall be required to provide, as part of its weekly report, a record of all discussions, verbal directions, telephone conversations, and anything else discussed or participated in by the Contractor and/or his representatives on matters relative to this contract and the work. These records, entitled "Confirmation Notices" shall be numbered sequentially, fully identify participating personnel, subject discussed, and any conclusions reached. The Contractor shall forward a reproducible copy of said confirmation notices to the Government Project Manager. However, if the notice deals with a change to the statement of work, cost proposal, and schedule, the notice shall be faxed or emailed to the Contracting Officer's Representative (COR). The Government shall distribute confirmation notices.

## **7.4. Technical and Regulatory Reports -**

Technical and regulatory reports shall be prepared and submitted by the Contractor to the Contracting Officer for each project. All reports shall have a title page/header identifying the Contract and Task Order number; Contractor name; project name; location of project; report type; and date of submittal. The task order statement of work will further specify the submittals for each project. The submittal requirements may vary with the project or site.

## **7.5. Partial Submittals -**

Partial submittals will not be accepted without prior approval from the Contracting Officer Representative.

## **7.6. Revisions and Addenda -**

Prior to Government approval, review comments shall be incorporated by revising and reissuing affected pages. If major revisions are necessary, the entire document shall be resubmitted. Addenda sheets may make minor changes affecting only a few pages. The affected pages shall have the revision number and date of correction on the bottom-right corner of the page. Any changes to the work plan shall be submitted under a cover sheet with a list of pages that have been revised. The revised pages the Contractor issues shall cover any additions or changes to the plans or reports. The addendum for the project plan shall be issued prior to the commencement of work for that phase.

## **7.7. Review of Progress and Technical Adequacy -**

At any appropriate time, representatives of the Contracting Officer may review the progress and technical adequacy of the Contractor's work. Such review shall not relieve the Contractor from performing all contract requirements, except as may be waived by written instructions.

## **7.8. Distribution -**

The Contractor is responsible for reproduction and distribution of all documents according to the Document Submittal Register. Documents shall be mailed via regular mail, a carrier service that will provide overnight service (if necessary), or they will be faxed/emailed, as specified in the task order. Of the copies listed for distribution in the Document Submittal Register an unbound quality reproducible copy will be provided to USACE Omaha District. The reproducible copies will be suitably packaged to prevent damage to the page edges.

## **8. Safety and Health -**

### **8.1. General -**

This contract requires the Contractor to develop and implement safety and occupational health documents and procedures for executing HTRW and OE activities, including investigation, engineering support and remedial/response design, and remedial/response actions and other related activities at HTRW and OE sites. The task orders issued under the Contract shall specify the required documents. Useful references include but are not limited to:

Public Law (PL) 96-510 Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA);

PL 99-499, Superfund Amendments and Reauthorization Act (SARA);

10 Code of Federal Regulations (CFR)19-171, Nuclear Regulatory Commission,

29 CFR 1910, Occupational Safety and Health Administration (OSHA), Occupational Safety and Health Standards;

29 CFR 1910.120, OSHA, Hazardous Waste Site operations and Emergency Response;

29 CFR 1926, OSHA, Safety and Health Regulations for Construction;

29 CFR 1926.65, OSHA, Hazardous Waste Site Operations and Emergency Response;

29 CFR 1960, OSHA, Federal Employee Safety and Health Programs;

49 CFR Subpart C, Department of Transportation (DOT), Hazardous Materials Regulations;

NIOSH/OSHA/USCG/EPA, Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities, October 1985;

Federal Acquisition Regulations (FAR) 52.236-13, Accident Prevention;

Army Regulations (AR) 40 series;

AR 200-1, Environmental Protection and Enhancement;

AR 385 series;

Engineer Regulations (ER) 385 series,

ER 385-1-92, Safety and Occupational health Requirements for Hazardous, Toxic, and Radioactive Waste (HTRW) Activities;

ER 1110-3-109;

ER 1110-1-8153, Engineering and Design – Ordnance and Explosive Response;

ER 1165-2-132;

Engineer Manual (EM) 385-1-1, USACE, Safety and Health Requirements Manual.

The following additional references pertain to OE sites. Note that this list of references is not intended to be the complete list. Additional references may be obtained at the OE MCX website: <http://www.hnd.usace.army.mil/oew/policy/regpro.html>. References denoted with an \* are only for Chemical Warfare Materiel (CWM) sites.

DOD 6055.9, DOD Ammunition and Explosives Safety Standards;

\*AR 50-6, Nuclear and Chemical Weapons and Material, Chemical Surety;

AR 75-15, Responsibilities and Procedures for Explosive Ordnance Disposal (EOD);

AR 190-12, Physical Security of Arms, Ammunition and Explosives;

\*AR 385-61, Safety Studies and Reviews of Chemical Agents and Associated Weapon Systems;

AR 385-64, Ammunition and Explosives Safety Standards;

DA PAM 40-8, Occupational Health Guidelines for the Evaluation and Control of Occupational Exposure to Nerve Agents GA, GB, GC and VX,

\*DA PAM 40-173, Occupational Health Guidelines for the Evaluation and Control of Occupational Exposure to Mustard Agents H, HD and HT,

\*DA PAM 50-6, Chemical Accident or Incident Response and Assistance (CAIRA) operations;

\*DA PAM 385-61, Toxic Chemical Agent Safety Standards;

DA PAM 385-64, Ammunition and Explosives Safety;

EP 385-1-95a, Basic Safety Concepts and Considerations for Ordnance and Explosives Operations;

Data Item Descriptions, index of DIDs follows. The DIDs may be obtained at <http://www.hnd.usace.army.mil/oew/policy/dids/didindx.html>

Index of Data Item Descriptions		
Title	Number	Revision Date
Type I Work Plan	OE-001	000303
Type II Work Plan	OE-005-01	000303
Technical Management Plan	OE-005-02	000303
Explosives Management Plan	OE-005-03	000303
Explosives Siting Plan	OE-005-04	000303
Geophysical Investigation Plan	OE-005-05	000303
Site Safety and Health Plan	OE-005-06	000303
Location Surveys and Mapping Plan	OE-005-07	000303
Work, Data, and Cost Management Plan	OE-005-08	000303
Property Management Plan	OE-005-09	000303
Sampling and Analysis Plan	OE-005-10	000303
Quality Control Plan	OE-005-11	000303
Environmental Protection Plan	OE-005-12	000303
Investigative Derived Waste Plan	OE-005-13	000303
Geographical Information System Plan	OE-005-14	000320
Engineering Evaluation/Cost Analysis (EE/CA) Report	OE-010	000303
Accident/Incident Reports	OE-015	000303
Personnel/Work Standards	OE-025	000303
Site Specific Final Report	OE-030	000303
Disposal Feasibility Report	OE-040	000303
Report/Minutes, Record of Meetings	OE-045	000303
Telephone Conversation/Correspondence Records	OE-055	000303
Conventional Explosives Safety Submission (ESS)	OE-060	000303
Monthly Status Report	OE-080	000303
Weekly Status Report	OE-085	000303
Ordnance Filler Report	OE-090	000303
Analysis of Institutional Controls	OE-100	000303

## 8.2. Safety and Health Program (SHP) -

The Contractor performing task order requirements at HTRW and OE sites is required by regulation to develop and maintain a written safety and health program in compliance with the requirements of OSHA standard 29 CFR 1920.120 (b)129 CFR 1926.65(b). Existing written safety and health programs are acceptable if they are modified to cover the criteria in EM 385-1-1, Table 28-1.

## 8.3. Site Safety and Health Plan (SSHP) -

The SSHP shall describe the safety and health procedures, practices, and equipment to be implemented and utilized in order to protect affected personnel from the potential hazards associated with the site-specific tasks to be performed. The level of detail provided in the SSHP shall be tailored to the type of work, complexity of operations to be accomplished, and the hazards anticipated. In all cases, however, all topics required by OSHA Standard, 29 CFR 1910.120 (b) (4) I29 CFR 1926.65(b)(4), and those elements listed and described in ER 385-1-92 shall be addressed in the SSHP on a site-specific basis. Where use of a specific element is not applicable to the project, provide a negative declaration to establish that adequate consideration was given the topic, and provide a brief justification for its omission or reduced level of detail. For task orders involving OE, the format for the SSHP shall be in accordance with Data Item Description OE-005-06. The SSHP must be approved before work begins.

#### **8.4. Health and Safety Design Analysis (HSDA) -**

All designs for remediation of HTRW sites shall include a Health and Safety Design Analysis, as a chapter of the project design analysis. The HSDA shall address the site specific/hazard-specific, safety and health considerations and protective measures to be instituted for the tasks/operations to be undertaken during subsequent response actions at the site. This chapter shall fully describe and justify the safety and health requirements to be specified in the remedial action task order, including the decision logic used in their selection. The HSDA preparation and content is dependent upon the complexity of the response action and the type of work. If it is not applicable to the project, the Contractor shall provide negative declaration and justification for exclusion.

#### **8.5. Safety, Health, and Emergency Response Specifications -**

All contract specifications for HTRW and OE site response actions shall contain a section delineating minimum safety, health, and emergency response requirements to which the response Contractor shall adhere. The Contractor shall develop and implement the SSHP. The contract requirements shall be fully developed from the HSDA and shall be described in a specification section entitled "Safety, Health and Emergency Response". The site-specific, task specific, and hazard-specific procedures, precautions and equipment determined necessary and described in the HSDA shall be clearly biddable and enforceable requirements within this section of the response action or removal specification. As a minimum, the safety and health elements described in ER 385-1-92 shall be addressed as applicable to the site. If it or portion thereof is not applicable to the project, the Contractor shall provide negative declaration and justification for exclusion.

### **9. Chemistry Technical Requirements -**

The general chemistry requirements for this Contract are described in the *General Chemistry Supplement to the Scope of Services for Studies* dated January 2000 or the latest version. This guidance illustrates the nature of chemistry requirements to be accomplished in the chemistry related tasks identified in the site-specific task orders to ensure that legally defensible data are obtained. The supplement requirements are applicable to the Contractor and any subcontractors. All work shall be performed in accordance with the *General Chemistry Supplement* unless otherwise specified in the site-specific task order. If there are any differences between this supplement and the site-specific task order, the Contractor shall implement the site-specific instructions.

### **10. Geotechnical Requirements -**

The general geology requirements for this Contract are described in the *Geology Supplement to the Scope of Services for Studies* revised 21 January 2000 or the latest version. This guidance illustrates the nature of geology requirements to be accomplished in the geology-related tasks identified in the site-specific task orders. The supplement requirements are applicable to the Contractor and any subcontractors. All work shall be performed in accordance with the *Geology Supplement* unless otherwise specified in the site-specific task order. If there are any differences between this supplement and the site-specific task order, the Contractor shall implement the site-specific instructions. Geotechnical operations performed at an OE site will be IAW EM 1110-1-4009, 23 June 2000. Additional geotechnical requirements may be specified in the site-specific task orders.

### **11. Environmental Protection Requirements -**

The Contractor shall perform all work in a manner that minimizes the pollution of air, water or land and develop contingency measures for cleanup of any spills that may occur during performance of

this contract. The allowability of spill correction costs incurred by the Contractor shall be determined by the contract clauses "Allowable Cost and Payment", "Insurance - Liability to Third Persons" and any other applicable clauses. The Contractor shall control noise and dust within reasonable limits or limits established by applicable federal, state, and local laws and regulations. A site survey may be required to identify any wetlands, endangered species, special habitat or other protected areas. Task Orders may include specific environmental protection requirements.

## **12. Manifesting, Transportation, and Disposal Requirements -**

The Contractor shall review and/or develop information and implement the necessary manifesting, transportation and disposal criteria, procedures, and practices sufficient to protect personnel, the environment, and potential receptors from the chemical, physical, and/or biological hazards. All information necessary to file the Annual and/or Biennial reports for each project shall be prepared and submitted by the Contractor. The Contractor is responsible for certification of all manifests and total management of their transportation and disposal procedures including scheduling, control, and reporting. The Contractor's on-site person responsible for certification shall be trained as per 49 CFR 172.700. Task Order may include additional manifesting, transportation and disposal requirements. OE shall be transported off site in accordance with the requirements specified in Chapter 15, EP 1110-1-18, Ordnance and Explosives Response, 24 April 2000, and paragraph 1-9, TB 700-2.

## **13. Public Relations -**

The Contractor shall have personnel qualified to provide public relations support, if required. In the event of the need to provide such support the task order will be modified to compensate the Contractor for the additional services required. All public relations shall be coordinated through the Contracting Officer.

## **14. Physical Security -**

The Contractor shall provide site security (e.g. fencing or guard service) as required by each individual Task Order. However, at a minimum, the Contractor shall maintain the site and all other Contractor controlled areas in such a manner as to minimize the risk of injury or accident to site personnel or others who may be in the area.

## **15. Security At Military Installations -**

When work is performed at a military installation the Contractor shall comply with all security requirements of that installation.

## **16. Cost Reimbursable Task Orders Requirements -**

When a cost reimbursable task order is issued, the Contractor's daily cost tracking form shall be submitted periodically as specified in the task order. The Contractor shall maintain an electronic copy, showing daily cost tracking. The electronic copy shall be provided to the USACE Contracting Officer Representative (COR) or Project Manager at the completion of the task order unless requested earlier by the COR or PM. The electronic copy shall be in a format that is compatible with software currently in use by the Omaha District Corps of Engineers or the Contractor shall supply USACE with a copy of the software needed to access the files at no cost to the Government. The Cost Tracking shall be a real time, up to date compilation of all costs incurred/obligated for the date(s) covered.

The form shall include but not be limited to a complete listing of the work expected to be performed on the period covered. It shall list all the plant, labor, and materials to be used and the estimated cost to complete the work planned for the next period. The Contractor shall also provide to

the USACE COR and/or PM for approval, the projected home office/professional and management hours to be used on a task order for the following period.

Cost control should be part of the execution of task orders. Problems and cost overruns should be addressed immediately and correction proposed to the Contracting Officer.

#### **17. Contractor Quality Control -**

Contractor Quality Control (CQC) is the means by which the Contractor ensures that the work, to include that of subcontractors and suppliers, complies with the requirements of the contract. The control shall be adequate to cover all operations, including both on-site and off-site activities. The Contractor is responsible for quality control and shall establish and maintain an effective quality control system. The quality control system shall consist of plans, procedures, and organization necessary to produce an end product that complies with governing regulations and contract task order requirements. The Contractor's quality control program shall include inspections and tests as described in the task orders.

(End of Section C)

## **Section E – Inspection and Acceptance**

### ***52.246-2 – Inspection of Supplies -- Fixed-Price (Aug 1996)***

(a) Definition. "Supplies," as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering supplies under this contract and shall tender to the Government for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Government during contract performance and for as long afterwards as the contract requires. The Government may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.

(c) The Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor's or subcontractor's premises; provided, that in case of rejection, the Government shall not be liable for any reduction in the value of inspection or test samples.

(e)

(1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

(2) The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes reinspection or retest necessary.

(f) The Government has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. The Government may reject nonconforming supplies with or without disposition instructions.

(g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.

(h) If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, the Government may either

(1) by contract or otherwise, remove, replace, or correct the supplies and charge the cost to the Contractor or

(2) terminate the contract for default.

Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

(i)

(1) If this contract provides for the performance of Government quality assurance at source, and if requested by the Government, the Contractor shall furnish advance notification of the time --

(i) When Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract; and

(ii) When the supplies will be ready for Government inspection.

(2) The Government's request shall specify the period and method of the advance notification and the Government representative to whom it shall be furnished. Requests shall not require more than 2 workdays of advance notification if the Government representative is in residence in the Contractor's plant, nor more than 7 workdays in other instances.

(j) The Government shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Government failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability on the Government, for nonconforming supplies.

(k) Inspections and tests by the Government do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

(l) If acceptance is not conclusive for any of the reasons in paragraph (k) hereof, the Government, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor

(1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or

(2) within a reasonable time after receipt by the Contractor of notice of defects or nonconformance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not

the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Government shall have the right by contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the Government thereby.

(End of Clause)

**52.246-3 – Inspection of Supplies -- Cost-Reimbursement (May 2001)**

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

"Contractor's managerial personnel," means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of --

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operation at a plant or separate location where the contract is being performed; or

(3) A separate and complete major industrial operation connected with performing this contract.

"Supplies," includes but is not limited to raw materials, components, intermediate assemblies, end products, lots of supplies, and, when the contract does not include the Warranty of Data clause, data.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the supplies, fabricating methods, and special tooling under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test the contract supplies, to the extent practicable at all places and times, including the period of manufacture, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in the contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) Unless otherwise specified in the contract, the Government shall accept supplies as promptly as practicable after delivery, and supplies shall be deemed accepted 60 days after delivery, unless accepted earlier.

(f) At any time during contract performance, (f) but no later than 6 months (or such other time as may be specified in the contract) after acceptance of the supplies to be delivered under the contract, the Government may require the Contractor to replace or correct any supplies that are nonconforming at time of delivery. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. Except as otherwise provided in paragraph (h)

below, the cost of replacement or correction shall be included in allowable cost, determined as provided in the Allowable Cost and Payment clause, but no additional fee shall be paid. The Contractor shall not tender for acceptance supplies required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

(g)

(1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, the Government may --

(i) By contract or otherwise, perform the replacement or correction and charge to the Contractor any increased cost or make an equitable reduction in any fixed fee paid or payable under the contract;

(ii) Require delivery of undelivered supplies at an equitable reduction in any fixed fee paid or payable under the contract; or

(iii) Terminate the contract for default.

(2) Failure to agree on the amount of increased cost to be charged to the Contractor or to the reduction in the fixed fee shall be a dispute.

(h) Notwithstanding paragraphs (f) and (g) above, the Government may at any time require the Contractor to correct or replace, without cost to the Government, nonconforming supplies, if the nonconformances are due to --

(1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(i) This clause applies in the same manner to corrected or replacement supplies as to supplies originally delivered.

(j) The Contractor shall have no obligation or liability under this contract to replace supplies that were nonconforming at the time of delivery, except as provided in this clause or as may be otherwise provided in the contract.

(k) Except as otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(End of Clause)

***52.246-4 – Inspection of Services -- Fixed-Price (Aug 1996)***

(a) Definition: "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work

performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may --

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may --

(1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or

(2) Terminate the contract for default.

(End of Clause)

***52.246-5 – Inspection of Services -- Cost-Reimbursement (Apr 1984)***

(a) Definition. "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by reperformance, the Government may --

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce any fee payable under the contract to reflect the reduced value of the services performed.

(e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may --

(1) By contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances; or

(2) Terminate the contract for default.

(End of Clause)

**52.246-15 – Certificate of Conformance (Apr 1984)**

(a) When authorized in writing by the cognizant Contract Administration Office (CAO), the Contractor shall ship with a Certificate of Conformance any supplies for which the contract would otherwise require inspection at source. In no case shall the Government's right to inspect supplies under the inspection provisions of this contract be prejudiced. Shipments of such supplies will not be made under this contract until use of the Certificate of Conformance has been authorized in writing by the CAO, or inspection and acceptance have occurred.

(b) The Contractor's signed certificate shall be attached to or included on the top copy of the inspection or receiving report distributed to the payment office or attached to the CAO copy when contract administration (Block 10 of the DD Form 250) is performed by the Defense Contract Administration Services. In addition, a copy of the signed certificate shall also be attached to or entered on copies of the inspection or receiving report accompanying the shipment.

(c) The Government has the right to reject defective supplies or services within a reasonable time after delivery by written notification to the Contractor. The Contractor shall in such event promptly replace, correct, or repair the rejected supplies or services at the Contractor's expense.

(d) The certificate shall read as follows:

I certify that on \_\_\_\_\_ [insert date], the \_\_\_\_\_ [insert Contractor's name] furnished the supplies or services called for by Contract No. \_\_\_\_\_ via \_\_\_\_\_ [Carrier] on \_\_\_\_\_ [identify the bill of lading or shipping document] in accordance with all applicable requirements. I further certify that the supplies or services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this or on the attached acceptance document.

Date of Execution: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

(End of Clause)

**52.246-16 – Responsibility for Supplies (Apr 1984)**

(a) Title to supplies furnished under this contract shall pass to the Government upon formal acceptance, regardless of when or where the Government takes physical possession, unless the contract specifically provides for earlier passage of title.

(b) Unless the contract specifically provides otherwise, risk of loss of or damage to supplies shall remain with the Contractor until, and shall pass to the Government upon --

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Acceptance by the Government or delivery of the supplies to the Government at the destination specified in the contract, whichever is later, if transportation is f.o.b. destination.

(c) Paragraph (b) of this section shall not apply to supplies that so fail to conform to contract requirements as to give a right of rejection. The risk of loss of or damage to such nonconforming supplies remains with the Contractor until cure or acceptance. After cure or acceptance, paragraph (b) of this section shall apply.

(d) Under paragraph (b) of this section, the Contractor shall not be liable for loss of or damage to supplies caused by the negligence of officers, agents, or employees of the Government acting within the scope of their employment.

(End of Clause)

(End of Section E)

## Section F – Deliveries and Performance

### ***52.242-15 – Stop-Work Order (Aug. 1989)***

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either --

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if --

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of Clause)

### ***52.247-34 – F.o.b. -- Destination (Nov 1991)***

(a) The term "f.o.b. destination," as used in this clause, means --

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage,

demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarded for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall --

(1)

(i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

(End of Clause)

(End of Section F)

## **Section G – Contract Administration Data**

### **1. INVOICING DATA:**

1.1. Submit/mail invoices (1 original and 3 copies) to:

U.S. Army Corps of Engineers, Omaha District  
106 S 15<sup>th</sup> Street (CENWO-PM)  
Omaha, Nebraska 68102

1.2. All invoices will be identified with the resultant Contract Number.

1.3. Payment will be made by:

USACE Finance and Accounting Center  
5700 Wasp Avenue  
Millington, TN 38054

### **2. CONTRACT ADMINISTRATION DATA:**

2.1. The contract will be administered by:

U. S. Army Corps of Engineers, Omaha District  
CENWO-CT-H  
106 South 15<sup>th</sup> Street – Old Federal Building  
Omaha, NE 68102-1618

2.2. The Contracting Officer Representative(s) will be appointed in writing by the Contracting Officer.

### **3. PAYMENT:**

Payment will be made in accordance with the FAR clauses as found in Section I of this solicitation.

### **4. INVOICES:**

The Government shall pay all invoices promptly based on inspection and acceptance criteria, in accordance with the FAR clauses as found in Sections F and I of this solicitation.

(End of Section G)

## **Section H – Special Contract Requirements**

### **1. Clause Applications –**

Applicable clauses listed in Section I of this Solicitation will be applied based on the contract mechanism used on each individual task order (i.e., Firm-Fixed Price Task Orders versus Cost-Reimbursable Fixed-Fee Task Orders and the nature of the work, i.e., Construction versus Services).

### **2. Bonding –**

Bonding may not be required on each individual task order. The Contracting Officer will make the final decision on which task orders will require bonding. If bonding is required, the Contractor will provide bonds 10-days after task order award. Upon approval of the bonds, the Government will give the notice to proceed.

### **3. Wage Rates –**

The appropriate wage rates (i.e., Davis-Bacon or Service Contract Act) will be incorporated into each new task order upon award of each individual task order.

### **4. Cost Pools –**

#### **4.1. Base Period Rates –**

The offeror shall submit its most recent (within 1 year) audited rates or provisional rates, if available, when proposing its rates for the base period. If the offeror does not have recent audited rates, the offeror is instructed to submit the breakdown of each of its cost pools as described in Section L of this solicitation. Upon approval by the Contracting Officer, the offeror will use these capped rates, throughout the entire base period.

#### **4.2. Option Period Rates –**

The offeror shall submit its proposed rates for the option period. On firm-fixed price task orders, the rates proposed in Section B, will be the rates used for the option period.

If the Option Period is exercised, the Government will require the awardee of the contract to submit its most recent audited rates or provisional rates, if available, for the use in any cost-reimbursement fixed-fee task orders. If there are no audited rates available, the awardee will then provide the breakdown of each of its cost pools to the Government for review as described in Section L of this solicitation. Once these rate have been accepted, these will be the capped rates that the awardee shall use throughout the entire option period.

(End of Section H)

## Section I – Contract Clauses

### ***52.252-1 – Solicitation Provisions Incorporated by Reference (Feb 1998)***

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>  
<http://farsite.hill.af.mil>  
<http://www.dtic.mil/dfars>

(End of Provision)

### ***52.252-2 – Clauses Incorporated By Reference (Feb 1998)***

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far>  
<http://farsite.hill.af.mil>  
<http://www.dtic.mil/dfars>

(End of clause)

### ***252.201-7000 – Contracting Officer’s Representative (Dec 1991)***

(a) Definition. “Contracting officer’s representative” means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the Contracting Officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer’s representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR’s authority to act on behalf of the Contracting Officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

### ***52.202-1 – Definitions (Dec 2001)***

### ***252.203-7001 – Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (MAR 1999)***

(a) Definitions. As used in this clause-

(1) "Arising out of a contract with the DoD" means any act in connection with-

(i) Attempting to obtain;

(ii) Obtaining; or

(iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DoD).

(2) "Conviction of fraud or any other felony" means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of nolo contendere, for which sentence has been imposed.

(3) "Date of conviction" means the date judgment was entered against the individual.

(b) Any individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DoD is prohibited from serving-

(1) In a management or supervisory capacity on any DoD contract or first-tier subcontract;

(2) On the board of directors of any DoD contractor or first-tier subcontractor;

(3) As a consultant, agent, or representative for any DoD contractor or first-tier subcontractor; or

(4) In any other capacity with the authority to influence, advise, or control the decisions of any DoD contractor or subcontractor with regard to any DoD contract or first-tier subcontract.

(c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than 5 years from the date of conviction.

(d) 10 U.S.C. 2408 provides that a defense contractor or first-tier subcontractor shall be subject to a criminal penalty of not more than \$500,000 if convicted of knowingly-

(1) Employing a person under a prohibition specified in paragraph (b) of this clause; or

(2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor.

(e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as-

(1) Suspension or debarment;

(2) Cancellation of the contract at no cost to the Government; or

(3) Termination of the contract for default.

(f) The Contractor may submit written requests for waiver of the prohibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify-

(1) The person involved;

(2) The nature of the conviction and resultant sentence or punishment imposed;

(3) The reasons for the requested waiver; and

(4) An explanation of why a waiver is in the interest of national security.

(g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.

(h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone (202) 616-3507.

(End of clause)

***252.203-7002 – Display of DoD Hotline Poster (DEC 1991)***

(a) The Contractor shall display prominently in common work areas within business segments performing work under Department of Defense (DoD) contracts, DoD Hotline Posters prepared by the DoD Office of the Inspector General.

(b) DoD Hotline Posters may be obtained from the DoD Inspector General, ATTN: Defense Hotline, 400 Army Navy Drive, Washington, DC 22202-2884.

(c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(End of clause)

***52.203-3 – Gratuities (Apr 1984)***

***52.203-5 – Covenant Against Contingent Fees (Apr 1984)***

***52.203-6 – Restrictions on Subcontractor Sales to the Government (Jul 1995)***

***52.203-7 – Anti-Kickback Procedures (Jul 1995)***

***52.203-8 – Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Jan 1997)***

***52.203-10 – Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997)***

***52.203-12 – Limitation on Payments to Influence Certain Federal Transactions (Jun 1997)***

***252.204-7000 – Disclosure of Information (DEC 1991)***

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless-

- (1) The Contracting Officer has given prior written approval; or
- (2) The information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

(End of clause)

***252.204-7004 – Required Central Contractor Registration (NOV 2001)***

(a) Definitions. As used in this clause-

(1) "Central Contractor Registration (CCR) database" means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) "Data Universal Number System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) "Registered in the CCR database" means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

(End of clause)

***52.204-4 – Printed or Copied Double-Sided on Recycled Paper (August 2000)***

***252.209-7000 – Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty (NOV 1995)***

(a) The Contractor shall not deny consideration for a subcontract award under this contract to a potential subcontractor subject to on-site inspection under the INF Treaty, or a similar treaty, solely or in part because of the actual or potential presence of Soviet inspectors at the subcontractor's facility, unless the decision is approved by the Contracting Officer.

(b) The Contractor shall incorporate this clause, including this paragraph (b), in all solicitations and contracts exceeding the simplified acquisition threshold in Part 13 of the Federal Acquisition Regulation, except those for commercial items.

(End of clause)

***252.209-7001 – Disclosure of Ownership or Control by the Government of a Terrorist Country (MAR 1998)***

(a) Definitions. As used in this provision-

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

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

(3) "Significant interest" means-

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

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

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

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

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

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

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

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each government.

(End of provision)

***252.209-7003 – Compliance with Veterans' Employment Reporting Requirements (MAR 1998)***

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

(End of provision)

***252.209-7004 – Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (MAR 1998)***

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$25,000 with a firm, or a subsidiary of a firm, that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor and the compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(End of clause)

***52.209-6 – Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jul 1995)***

***52.211-5 – Material Requirements (August 2000)***

***52.211-10 I – Commencement, Prosecution, and Completion of Work – Alternate I (Apr 1984)***

***52.211-13 – Time Extensions (Sept 2000)***

***52.211-18 – Variation in Estimated Quantity (Apr 1984)***

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgment of the Contracting Officer, is justified.

(End of Clause)

***252.215-7000 – Pricing Adjustments (DEC 1991)***

The term "pricing adjustment," as used in paragraph (a) of the clauses entitled "Price Reduction for Defective Cost or Pricing Data--Modifications," "Subcontractor Cost or Pricing Data," and "Subcontractor Cost or Pricing Data--Modifications," means the aggregate increases and/or decreases in cost plus applicable profits.

(End of clause)

***52.215-2 – Audit and Records -- Negotiation (Jun 1999)***

***52.215-8 – Order of Precedence -- Uniform Contract Format (Oct 1997)***

***52.215-9 – Changes or Additions to Make-or-Buy Program (Oct 1997)***

***52.215-10 – Price Reduction for Defective Cost or Pricing Data (Oct 1997)***

***52.215-11 – Price Reduction for Defective Cost or Pricing Data -- Modifications (Oct 1997)***

***52.215-12 – Subcontractor Cost or Pricing Data (Oct 1997)***

***52.215-13 – Subcontractor Cost or Pricing Data -- Modifications (Oct 1997)***

***52.215-15 – Pension Adjustments and Asset Reversions (Dec 1998)***

***52.215-16 – Facilities Capital Cost of Money (Oct 1997)***

***52.215-17 – Waiver of Facilities Capital Cost of Money (Oct 1997)***

***52.215-18 – Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than***

***Pensions (Oct 1997)***

***52.215-19 – Notification of Ownership Changes (Oct 1997)***

***52.215-21 – Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data -- Modifications (Oct 1997)***

***52.216-4 – Economic Price Adjustment -- Labor and Material (Jan 1997)***

***52.216-5 – Price Redetermination -- Prospective (Oct 1997)***

***52.216-7 I – Allowable Cost and Payment (Mar 2000) – Alternate I (Feb 1997)***

***52.216-8 – Fixed Fee (Mar 1997)***

***52.216-9 – Fixed Fee -- Construction (Mar 1997)***

***52.216-11 – Cost Contract -- No Fee (Apr 1984)***

***52.216-18 – Ordering (Oct 1995)***

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from Date of Contract Award through Contract Completion.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

***52.216-19 – Order Limitations (Oct 1995)***

***52.216-22 – Indefinite Quantity (Oct 1995)***

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after Contract Completion.

(End of Clause)

***52.217-7 – Option for Increased Quantity -- Separately Priced Line Item (Mar 1989)***

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of Clause)

***52.217-8 – Option to Extend Services (Nov 1999)***

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of Clause)

***52.217-9 – Option to Extend the Term of the Contract (Mar 2000)***

***252.219-7003 – Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (Apr 1996)***

This clause supplements the Federal Acquisition Regulation 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, clause of this contract.

(a) Definitions.

"Historically black colleges and universities," as used in this clause, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institutions," as used in this clause, means institutions meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C.1135d-5(3)). The term also includes Hispanic-serving institutions as defined in Section 316(b)(1) of such Act (20 U.S.C.1059c(b)(1)).

(b) Except for company or division-wide commercial items subcontracting plans, the term "small disadvantaged business," when used in the FAR 52.219-9 clause, includes historically black colleges and universities and minority institutions, in addition to small disadvantaged business concerns.

(c) Work under the contract or its subcontracts shall be credited toward meeting the small disadvantaged business concern goal required by paragraph (d) of the FAR 52.219-9 clause when:

(1) It is performed on Indian lands or in joint venture with an Indian tribe or a tribally-owned corporation, and

(2) It meets the requirements of 10 U.S.C.2323a.

(d) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C.46-48), may be counted toward the Contractor's small business subcontracting goal.

(e) A mentor firm, under the Pilot Mentor-Protege Program established under Section 831 of Pub.L.101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded --

(1) Protege firms which are qualified organizations employing the severely handicapped; and

(2) Former protege firms that meet the criteria in Section 831(g)(4) of Pub.L.101-510.

(f) The master plan approval referred to in paragraph (f) of the FAR 52.219-9 clause is approval by the Contractor's cognizant contract administration activity.

(g) In those subcontracting plans which specifically identify small, small disadvantaged, and women-owned small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small, small disadvantaged, or women-owned small businesses for the firms listed in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

(End of Clause)

***52.219-4 – Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999)***

***52.219-8 – Utilization of Small Business Concerns (Oct 2000)***

***52.219-9 – Small Business Subcontracting Plan (Oct 2001)***

***52.219-16 – Liquidated Damages -- Subcontracting Plan (Jan 1999)***

***52.222-1 – Notice to the Government of Labor Disputes (Feb 1997)***

***52.222-2 – Payment for Overtime Premiums (Jul 1990)***

***52.222-3 – Convict Labor (Aug. 1996)***

***52.222-4 – Contract Work Hours and Safety Standards Act -- Overtime Compensation (Sept 2000)***

***52.222-6 – Davis-Bacon Act (Feb 1995)***

- 52.222-7 – Withholding of Funds (Feb 1988)***
- 52.222-8 – Payrolls and Basic Records (Feb 1988)***
- 52.222-9 – Apprentices and Trainees (Feb 1988)***
- 52.222-10 – Compliance with Copeland Act Requirements (Feb 1988)***
- 52.222-11 – Subcontracts (Labor Standards) (Feb 1988)***
- 52.222-12 – Contract Termination -- Debarment (Feb 1988)***
- 52.222-13 – Compliance with Davis-Bacon and Related Act Regulations (Feb 1988)***
- 52.222-14 – Disputes Concerning Labor Standards (Feb 1988)***
- 52.222-15 – Certification of Eligibility (Feb 1988)***
- 52.222-16 – Approval of Wage Rates (Feb 1988)***
- 52.222-21 – Prohibition of Segregated Facilities (Feb 1999)***
- 52.222-23 – Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (Feb 1999)***
- 52.222-26 – Equal Opportunity (Feb 1999)***
- 52.222-27 – Affirmative Action Compliance Requirements for Construction (Feb 1999)***
- 52.222-35 – Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (Dec 2001)***
- 52.222-36 – Affirmative Action for Workers With Disabilities (Jun 1998)***
- 52.222-37 – Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (Dec 2001)***
- 52.222-41 – Service Contract Act of 1965, as Amended (May 1989)***
- 52.222-43 – Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (May 1989)***
- 52.222-46 – Evaluation of Compensation for Professional Employees (Feb 1993)***
- 252.223-7001 – Hazard Warning Labels (Dec 1991)***

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the

standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

Material (If None, Insert "None.")	Act
_____	_____
_____	_____
_____	_____

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of Clause)

**252.223-7002 – Safety Precautions for Ammunition and Explosives (May 1994)**

(a) Definition. "Ammunition and explosives," as used in this clause --

(1) Means liquid and solid propellants and explosives, pyrotechnics, incendiaries and smokes in the following forms:

- (i) Bulk,
- (ii) Ammunition;
- (iii) Rockets;
- (iv) Missiles;
- (v) Warheads;
- (vi) Devices; and
- (vii) Components of (i) through (vi), except for wholly inert items.

(2) This definition does not include the following, unless the Contractor is using or incorporating these materials for initiation, propulsion, or detonation as an integral or component part of an explosive, an ammunition or explosive end item, or of a weapon system --

- (i) Inert components containing no explosives, propellants, or pyrotechnics;
- (ii) Flammable liquids;
- (iii) Acids;

- (iv) Oxidizers;
- (v) Powdered metals; or
- (vi) Other materials having fire or explosive characteristics.

(b) Safety requirements.

(1) The Contractor shall comply with the requirements of the DoD Contractors' Safety Manual for Ammunition and Explosives, DoD 4145.26-M, hereafter referred to as "the manual," in effect on the date of the solicitation for this contract. The Contractor shall also comply with any other additional requirements included in the schedule of this contract.

(2) The Contractor shall allow the Government access to the Contractor's facilities, personnel, and safety program documentation. The Contractor shall allow authorized Government representatives to evaluate safety programs, implementation, and facilities.

(c) Noncompliance with the manual.

(1) If the Contracting Officer notifies the Contractor of any noncompliance with the manual or schedule provisions, the Contractor shall take immediate steps to correct the noncompliance. The Contractor is not entitled to reimbursement of costs incurred to correct noncompliances unless such reimbursement is specified elsewhere in the contract.

(2) The Contractor has 30 days from the date of notification by the Contracting Officer to correct the noncompliance and inform the Contracting Officer of the actions taken. The Contracting Officer may direct a different time period for the correction of noncompliances.

(3) If the Contractor refuses or fails to correct noncompliances within the time period specified by the Contracting Officer, the Government has the right to direct the Contractor to cease performance on all or part of this contract. The Contractor shall not resume performance until the Contracting Officer is satisfied that the corrective action was effective and the Contracting Officer so informs the Contractor.

(4) The Contracting Officer may remove Government personnel at any time the Contractor is in noncompliance with any safety requirement of this clause.

(5) If the direction to cease work or the removal of Government personnel results in increased costs to the Contractor, the Contractor shall not be entitled to an adjustment in the contract price or a change in the delivery or performance schedule unless the Contracting Officer later determines that the Contractor had in fact complied with the manual or schedule provisions. If the Contractor is entitled to an equitable adjustment, it shall be made in accordance with the Changes clause of this contract.

(d) Mishaps. If a mishap involving ammunition or explosives occurs, the Contractor shall --

(1) Notify the Contracting Officer immediately;

(2) Conduct an investigation in accordance with other provisions of this contract or as required by the Contracting Officer; and

(3) Submit a written report to the Contracting Officer.

(e) Contractor responsibility for safety.

(1) Nothing in this clause, nor any Government action or failure to act in surveillance of this contract, shall relieve the Contractor of its responsibility for the safety of --

- (i) The Contractor's personnel and property;
- (ii) The Government's personnel and property; or
- (iii) The general public.

(2) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, State, and local laws, ordinances, codes, and regulations (including those requiring the obtaining of licenses and permits) in connection with the performance of this contract.

(f) Contractor responsibility for contract performance.

(1) Neither the number or frequency of inspections performed by the Government, nor the degree of surveillance exercised by the Government, relieve the Contractor of its responsibility for contract performance.

(2) If the Government acts or fails to act in surveillance or enforcement of the safety requirements of this contract, this does not impose or add to any liability of the Government.

(g) Subcontractors.

(1) The Contractor shall insert this clause, including this paragraph (g), in every subcontract that involves ammunition or explosives.

(i) The clause shall include a provision allowing authorized Government safety representatives to evaluate subcontractor safety programs, implementation, and facilities as the Government determines necessary.

(ii) Note: The Government Contracting Officer or authorized representative shall notify the prime Contractor of all findings concerning subcontractor safety and compliance with the manual. The Contracting Officer or authorized representative may furnish copies to the subcontractor. The Contractor in turn shall communicate directly with the subcontractor, substituting its name for references to "the Government". The Contractor and higher tier subcontractors shall also include provisions to allow direction to cease performance of the subcontract if a serious uncorrected or recurring safety deficiency potentially causes an imminent hazard to DoD personnel, property, or contract performance.

(2) The Contractor agrees to ensure that the subcontractor complies with all contract safety requirements. The Contractor will determine the best method for verifying the adequacy of the subcontractor's compliance.

(3) The Contractor shall ensure that the subcontractor understands and agrees to the Government's right to access to the subcontractor's facilities, personnel, and safety program documentation to perform safety surveys. The Government performs these safety surveys of subcontractor facilities solely to prevent the occurrence of any mishap which would endanger the safety of DoD personnel or otherwise adversely impact upon the Government's contractual interests.

(4) The Contractor shall notify the Contracting Officer or authorized representative before issuing any subcontract when it involves ammunition or explosives. If the proposed subcontract

represents a change in the place of performance, the Contractor shall request approval for such change in accordance with the clause of this contract entitled "Change in Place of Performance -- Ammunition and Explosives".

(End of Clause)

***252.223-7003 – Change in Place of Performance – Ammunition and Explosives (Dec 1991)***

(a) The Offeror shall identify, in the "Place of Performance" provision of this solicitation, the place of performance of all ammunition and explosives work covered by the Safety Precautions for Ammunition and Explosives clause of this solicitation. Failure to furnish this information with the offer may result in rejection of the offer.

(b) The Offeror agrees not to change the place of performance of any portion of the offer covered by the Safety Precautions for Ammunition and Explosives clause contained in this solicitation after the date set for receipt of offers without the written approval of the Contracting Officer. The Contracting Officer shall grant approval only if there is enough time for the Government to perform the necessary safety reviews on the new proposed place of performance.

(c) If a contract results from this offer, the Contractor agrees not to change any place of performance previously cited without the advance written approval of the Contracting Officer.

(End of Clause)

***252.223-7004 – Drug-Free Work Force (Sep 1988)***

(a) Definitions.

(1) "Employee in a sensitive position," as used in this clause, means an employee who has been granted access to classified information; or employees in other positions that the Contractor determines involve national security, health or safety, or functions other than the foregoing requiring a high degree of trust and confidence.

(2) "Illegal drugs," as used in this clause, means controlled substances included in Schedules I and II, as defined by section 802(6) of Title 21 of the United States Code, the possession of which is unlawful under Chapter 13 of that Title. The term "illegal drugs" does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.

(b) The Contractor agrees to institute and maintain a program for achieving the objective of a drug-free work force. While this clause defines criteria for such a program, contractors are encouraged to implement alternative approaches comparable to the criteria in paragraph (c) that are designed to achieve the objectives of this clause.

(c) Contractor programs shall include the following, or appropriate alternatives:

(1) Employee assistance programs emphasizing high level direction, education, counseling, rehabilitation, and coordination with available community resources;

(2) Supervisory training to assist in identifying and addressing illegal drug use by Contractor employees;

(3) Provision for self-referrals as well as supervisory referrals to treatment with maximum respect for individual confidentiality consistent with safety and security issues;

(4) Provision for identifying illegal drug users, including testing on a controlled and carefully monitored basis. Employee drug testing programs shall be established taking account of the following:

(i) The Contractor shall establish a program that provides for testing for the use of illegal drugs by employees in sensitive positions. The extent of and criteria for such testing shall be determined by the Contractor based on considerations that include the nature of the work being performed under the contract, the employee's duties, the efficient use of Contractor resources, and the risks to health, safety, or national security that could result from the failure of an employee adequately to discharge his or her position.

(ii) In addition, the Contractor may establish a program for employee drug testing --

(A) When there is a reasonable suspicion that an employee uses illegal drugs; or

(B) When an employee has been involved in an accident or unsafe practice;

(C) As part of or as a follow-up to counseling or rehabilitation for illegal drug use;

(D) As part of a voluntary employee drug testing program.

(iii) The Contractor may establish a program to test applicants for employment for illegal drug use.

(iv) For the purpose of administering this clause, testing for illegal drugs may be limited to those substances for which testing is prescribed by section 2.1 of Subpart B of the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" (53 FR 11980 (April 11, 1988)), issued by the Department of Health and Human Services.

(d) Contractors shall adopt appropriate personnel procedures to deal with employees who are found to be using drugs illegally. Contractors shall not allow any employee to remain on duty or perform in a sensitive position who is found to use illegal drugs until such time as the Contractor, in accordance with procedures established by the Contractor, determines that the employee may perform in such a position.

(e) The provisions of this clause pertaining to drug testing programs shall not apply to the extent they are inconsistent with state or local law, or with an existing collective bargaining agreement; provided that with respect to the latter, the Contractor agrees that those issues that are in conflict will be a subject of negotiation at the next collective bargaining session.

(End of Clause)

***252.223-7006 – Prohibition on Storage and Disposal of Toxic and Hazardous Materials -  
ALTERNATE I (NOV 1995)***

(a) Definitions. As used in this clause-

(1) "Storage" means a non-transitory, semi-permanent or permanent holding, placement, or leaving of material. It does not include a temporary accumulation of a limited quantity of a material used in or a waste generated or resulting from authorized activities, such as servicing, maintenance, or repair of Department of Defense (DoD) items, equipment, or facilities.

(2) "Toxic or hazardous materials" means:

(i) Materials referred to in section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980 (42 U.S.C. 9601(14)) and materials designated under section 102 of CERCLA (42 U.S.C. 9602) (40 CFR Part 302);

(ii) Materials that are of an explosive, flammable, or pyrotechnic nature; or

(iii) Materials otherwise identified by the Secretary of Defense as specified in DoD regulations.

(b) In accordance with 10 U.S.C. 2692, the Contractor is prohibited from storing or disposing of non-DoD-owned toxic or hazardous materials on a DoD installation, except to the extent authorized by a statutory exception to 10 U.S.C. 2692 or as authorized by the Secretary of Defense or his designee.

(c) With respect to treatment or disposal authorized pursuant to 10 U.S.C. 2692(b)(9), and notwithstanding any other provision of the contract, the Contractor assumes all financial and environmental responsibility and liability resulting from any treatment or disposal of non-DoD-owned toxic or hazardous materials on a military installation. The Contractor shall indemnify, defend, and hold the Government harmless for all costs, liability, or penalties resulting from the Contractor's treatment or disposal of non-DoD-owned toxic or hazardous materials on a military installation.

(d) The Contractor shall include this clause, including this paragraph (d), in each subcontract which requires, may require, or permits a subcontractor to treat or dispose of non-DoD-owned toxic or hazardous materials as defined in this clause.

(End of clause)

***52.223-3 – Hazardous Material Identification and Material Safety Data (Jan 1997)***

***52.223-5 – Pollution Prevention and Right-to-Know Information (Apr 1998)***

***52.223-6 – Drug-Free Workplace (May 2001)***

***52.223-10 – Waste Reduction Program (August 2000)***

***52.223-14 – Toxic Chemical Release Reporting (Oct 2000)***

***252.225-7000 – Buy American Act--Balance of Payments Program Certificate (SEP 1999)***

(a) Definitions. "Domestic end product," "qualifying country," "qualifying country end product," and "nonqualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications.

(1) The Offeror certifies that-

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products	Line Item Number	Country of Origin
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(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products	Line Item Number	Country of Origin (If known)
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(End of provision)

***252.225-7017 – Prohibition on Award to Companies Owned by the People's Republic of China (FEB 2000)***

(a) Definition. "People's Republic of China," as used in this provision, means the government of the People's Republic of China, including its political subdivisions, agencies, and instrumentalities.

(b) Prohibition on award. Section 8120 of the Department of Defense Appropriations Act for fiscal year 1999 (Pub. L. 105-262), as amended by Section 144 of Title I, Division C, of the Omnibus Consolidated and Emergency Supplemental Appropriations Act, 1999 (Pub. L. 105-277), prohibits the award of a contract under this solicitation to any company in which the Director of Defense Procurement (Office of the Under Secretary of Defense (Acquisition, Technology, and Logistics)) has determined that the People's Republic of China or the People's Liberation Army of the People's Republic of China owns more than 50 percent interest.

(c) Representation. By submission of an offer, the offeror represents that the People's Republic of China or the People's Liberation Army of the People's Republic of China does not own more than 50 percent interest in the offeror.

(End of provision)

***252.225-7031 – Secondary Arab Boycott of Israel (JUN 1992)***

(a) Definitions. As used in this clause-

(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it-

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

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

(End of clause)

***52.225-11 – Buy American Act -- Balance of Payments Program -- Construction Materials Under Trade Agreements (Dec 2001)***

***52.225-12 -- Notice of Buy American Act/Balance of Payments Program Requirement – Construction Materials Under Trade Agreements (Feb 2000)***

***52.225-13 – Restrictions on Certain Foreign Purchases (July 2000)***

***52.226-1 – Utilization of Indian Organizations and Indian-Owned Economic Enterprises (Jun 2000)***

***252.227-7000 – Non-Estoppel (OCT 1966)***

The Government reserves the right at any time to contest the enforceability, validity, scope of, or the title to any patent or patent application herein licensed without waiving or forfeiting any right under this contract.

(End of clause)

***252.227-7002 – Readjustment of Payments (OCT 1966)***

(a) If any license, under substantially the same patents and authorizing substantially the same acts which are authorized under this contract, has been or shall hereafter be granted within the United States, on royalty terms which are more favorable to the licensee than those contained herein, the Government shall be entitled to the benefit of such more favorable terms with respect to all royalties accruing under this contract after the date such more favorable terms become effective, and the Contractor shall promptly notify the Secretary in writing of the granting of such more favorable terms.

(b) In the event any claim of any patent hereby licensed is construed or held invalid by decision of a court of competent jurisdiction, the requirement to pay royalties under this contract insofar as it arises solely by reason of such claim, and any other claim not materially different therefrom, shall be interpreted in conformity with the court's decision as to the scope of validity of such claims; Provided, however, that in the event such decision is modified or reversed on appeal, the requirement to pay

royalties under this contract shall be interpreted in conformity with the final decision rendered on such appeal.

(End of clause)

**252.227-7020 – Rights in Special Works (JUN 1995)**

(a) Applicability. This clause applies to works first created, generated, or produced and required to be delivered under this contract.

(b) Definitions. As used in this clause:

(1) "Computer data base" means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.

(2) "Computer program" means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(3) "Computer software" means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

(4) "Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(5) "Unlimited rights" means the rights to use, modify, reproduce, perform, display, release, or disclose a work in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

(6) The term "works" includes computer data bases, computer software, or computer software documentation; literary, musical, choreographic, or dramatic compositions; pantomimes; pictorial, graphic, or sculptural compositions; motion pictures and other audiovisual compositions; sound recordings in any medium; or, items of similar nature.

(c) License rights.

(1) The Government shall have unlimited rights in works first produced, created, or generated and required to be delivered under this contract.

(2) When a work is first produced, created, or generated under this contract, and such work is required to be delivered under this contract, the Contractor shall assign copyright in those works to the Government. The Contractor, unless directed to the contrary by the Contracting Officer, shall place the following notice on such works:

"© (Year date of delivery) United States Government, as represented by the Secretary of (department). All rights reserved."

For phonorecords, the "©" marking shall be replaced by a "P".

(3) The Contractor grants to the Government a royalty-free, world-wide, nonexclusive, irrevocable license to reproduce, prepare derivative works from, distribute, perform, or display, and to have or authorize others to do so, the Contractor's copyrighted works not first produced, created, or generated under this contract that have been incorporated into the works deliverable under this contract.

(d) Third party copyrighted data. The Contractor shall not incorporate, without the written approval of the Contracting Officer, any copyrighted works in the works to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license of the scope identified in paragraph (c)(3) of this clause and, prior to delivery of such works-

(1) Has affixed to the transmittal document a statement of the license rights obtained; or

(2) For computer software, has provided a statement of the license rights obtained in a form acceptable to the Contracting Officer.

(e) Indemnification. The Contractor shall indemnify and save and hold harmless the Government, and its officers, agents and employees acting for the Government, against any liability, including costs and expenses, (1) for violation of proprietary rights, copyrights, or rights of privacy or publicity, arising out of the creation, delivery, use, modification, reproduction, release, performance, display, or disclosure of any works furnished under this contract, or (2) based upon any libelous or other unlawful matter contained in such works.

(f) Government-furnished information. Paragraphs (d) and (e) of this clause are not applicable to information furnished to the Contractor by the Government and incorporated in the works delivered under this contract.

(End of clause)

***252.227-7021 – Rights in Data--Existing Works (MAR 1979)***

(a) The term "works" as used herein includes literary, musical, and dramatic works; pantomimes and choreographic works; pictorial, graphic and sculptural works; motion pictures and other audiovisual works; sound recordings; and works of a similar nature. The term does not include financial reports, cost analyses, and other information incidental to contract administration.

(b) Except as otherwise provided in this contract, the Contractor hereby grants to the Government a nonexclusive, paid-up license throughout the world (1) to distribute, perform publicly, and display publicly the works called for under this contract and (2) to authorize others to do so for Government purposes.

(c) The Contractor shall indemnify and save and hold harmless the Government, and its officers, agents, and employees acting for the Government, against any liability, including costs and expenses, (1) for violation of proprietary rights, copyrights, or rights of privacy or publicity arising out of the creation, delivery, or use, of any works furnished under this contract, or (2) based upon any libelous or other unlawful matter contained in same works.

(End of clause)

***252.227-7022 – Government Rights (Unlimited) (MAR 1979)***

The Government shall have unlimited rights, in all drawings, designs, specifications, notes and other works developed in the performance of this contract, including the right to use same on any other Government design or construction without additional compensation to the Contractor. The Contractor hereby grants to the Government a paid-up license throughout the world to all such works to which he may assert or establish any claim under design patent or copyright laws. The Contractor for a period of three (3) years after completion of the project agrees to furnish the original or copies of all such works on the request of the Contracting Officer.

(End of clause)

***252.227-7023 – Drawings and Other Data to Become Property of Government (MAR 1979)***

All designs, drawings, specifications, notes and other works developed in the performance of this contract shall become the sole property of the Government and may be used on any other design or construction without additional compensation to the Contractor. The Government shall be considered the "person for whom the work was prepared" for the purpose of authorship in any copyrightable work under 17 U.S.C. 201(b). With respect thereto, the Contractor agrees not to assert or authorize others to assert any rights nor establish any claim under the design patent or copyright laws. The Contractor for a period of three (3) years after completion of the project agrees to furnish all retained works on the request of the Contracting Officer. Unless otherwise provided in this contract, the Contractor shall have the right to retain copies of all works beyond such period.

(End of clause)

***252.227-7033 – Rights in Shop Drawings (APR 1966)***

(a) Shop drawings for construction means drawings, submitted to the Government by the Construction Contractor, subcontractor or any lower-tier subcontractor pursuant to a construction contract, showing in detail (i) the proposed fabrication and assembly of structural elements and (ii) the installation (i.e., form, fit, and attachment details) of materials or equipment. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(b) This clause, including this paragraph (b), shall be included in all subcontracts hereunder at any tier.

(End of clause)

***52.227-1 – Authorization and Consent (Jul 1995)***

***52.227-2 – Notice and Assistance Regarding Patent and Copyright Infringement (Aug. 1996)***

***52.227-14 – Rights in Data -- General (Jun 1987)***

***52.228-5 – Insurance -- Work on a Government Installation (Jan 1997)***

***52.228-7 – Insurance -- Liability to Third Persons (Mar 1996)***

***52.228-16 – Performance and Payment Bonds -- Other Than Construction (July 2000)***

(a) Definitions. As used in this clause -- Original contract price means the award price of the contract or, for requirements contracts, the price payable for the estimated quantity; or, for indefinite-

quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) The Contractor shall furnish a performance bond (Standard Form 1418) for the protection of the Government in an amount equal to 50 percent of the original contract price and a payment bond (Standard Form 1416) in an amount equal to 50 percent of the original contract price.

(c) The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within 10 days, but in any event, before starting work.

(d) The Government may require additional performance and payment bond protection if the contract price is increased. The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bonds or to obtain additional bonds.

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

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

(End of Clause)

***52.229-1 – State and Local Taxes (Apr 1984)***

***52.229-2 – North Carolina State and Local Sales and Use Tax (Apr 1984)***

***52.229-3 – Federal, State, and Local Taxes (Jan 1991)***

***52.229-5 – Taxes -- Contracts Performed in U.S. -- Possessions or Puerto Rico (Apr 1984)***

***52.229-10 – State of New Mexico Gross Receipts and Compensating Tax (Oct 1988)***

***52.230-2 – Cost Accounting Standards (Apr 1998)***

***52.230-3 – Disclosure and Consistency of Cost Accounting Practices (Apr 1998)***

***52.230-6 – Administration of Cost Accounting Standards (Nov 1999)***

***252.231-7000 – Supplemental Cost Principles (DEC 1991)***

When the allowability of costs under this contract is determined in accordance with Part 31 of the Federal Acquisition Regulation (FAR), allowability shall also be determined in accordance with Part 231 of the Defense FAR Supplement, in effect on the date of this contract.

(End of clause)

***252.232-7005 – Reimbursement of Subcontractor Advance Payments--DoD Pilot***

***Mentor-Protege Program (SEP 2001)***

(a) The Government will reimburse the Contractor for any advance payments made by the Contractor, as a mentor firm, to a protege firm, pursuant to an approved mentor-protege agreement, provided-

(1) The Contractor's subcontract with the protege firm includes a provision substantially the same as FAR 52.232-12, Advance Payments;

(2) The Contractor has administered the advance payments in accordance with the policies of FAR Subpart 32.4; and

(3) The Contractor agrees that any financial loss resulting from the failure or inability of the protege firm to repay any unliquidated advance payments is the sole financial responsibility of the Contractor.

(b) For a fixed price type contract, advance payments made to a protege firm shall be paid and administered as if they were 100 percent progress payments. The Contractor shall include as a separate attachment with each Standard Form (SF) 1443, Contractor's Request for Progress Payment, a request for reimbursement of advance payments made to a protege firm. The attachment shall provide a separate calculation of lines 14a through 14e of SF 1443 for each protege, reflecting the status of advance payments made to that protege.

(c) For cost reimbursable contracts, reimbursement of advance payments shall be made via public voucher. The Contractor shall show the amounts of advance payments made to each protege on the public voucher, in the form and detail directed by the cognizant contracting officer or contract auditor.

(End of clause)

***52.232-1 – Payments (Apr 1984)***

***52.232-5 – Payments Under Fixed-Price Construction Contracts (May 1997)***

***52.232-8 – Discounts for Prompt Payment (May 1997)***

***52.232-9 – Limitation on Withholding of Payments (Apr 1984)***

***52.232-11 – Extras (Apr 1984)***

***52.232-16 – Progress Payments (Mar 2000)***

***52.232-17 – Interest (Jun 1996)***

***52.232-23 – Assignment of Claims (Jan 1986)***

***52.232-25 – Prompt Payment (May 2001)***

***52.232-27 – Prompt Payment for Construction Contracts (May 2001)***

***52.232-33 – Payment by Electronic Funds Transfer -- Central Contractor Registration  
(May 1999)***

**52.233-1 I – Disputes (Dec 1998) – Alternate I (Dec 1991)**

**52.233-3 – Protest After Award (Aug. 1996)**

**252.236-7000 – Modification Proposals--Price Breakdown (DEC 1991)**

(a) The Contractor shall furnish a price breakdown, itemized as required and within the time specified by the Contracting Officer, with any proposal for a contract modification.

(b) The price breakdown-

(1) Must include sufficient detail to permit an analysis of profit, and of all costs for-

- (i) Material;
- (ii) Labor;
- (iii) Equipment;
- (iv) Subcontracts; and
- (v) Overhead; and

(2) Must cover all work involved in the modification, whether the work was deleted, added, or changed.

(c) The Contractor shall provide similar price breakdowns to support any amounts claimed for subcontracts.

(d) The Contractor's proposal shall include a justification for any time extension proposed.

(End of clause)

**52.236-1 – Performance of Work by the Contractor (Apr 1984)**

**52.236-5 – Material and Workmanship (Apr 1984)**

**52.236-6 – Superintendence by the Contractor (Apr 1984)**

**52.236-7 – Permits and Responsibilities (Nov 1991)**

**52.236-8 – Other Contracts (Apr 1984)**

**52.236-9 – Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (Apr 1984)**

**52.236-10 – Operations and Storage Areas (Apr 1984)**

**52.236-11 – Use and Possession Prior to Completion (Apr 1984)**

**52.236-12 – Cleaning Up (Apr 1984)**

**52.236-13 I – Accident Prevention – Alternate I (Nov 1991)**

**52.236-14 – Availability and Use of Utility Services (Apr 1984)**

**52.236-15 – Schedules for Construction Contracts (Apr 1984)**

**52.236-17 – Layout of Work (Apr 1984)**

**52.236-18 – Work Oversight in Cost-Reimbursement Construction Contracts (Apr 1984)**

**52.236-19 – Organization and Direction of the Work (Apr 1984)**

**52.236-21 I – Specifications and Drawings for Construction (Feb 1997) – Alternate I  
(Apr 1984)**

**52.236-26 – Preconstruction Conference (Feb 1995)**

**52.236-28 – Preparation of Proposals -- Construction (Oct 1997)**

**52.237-2 – Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)**

**52.237-3 – Continuity of Services (Jan 1991)**

**252.239-7002 – Access (DEC 1991)**

(a) Subject to military security regulations, the Government shall permit the Contractor access at all reasonable times to Contractor furnished facilities. However, if the Government is unable to permit access, the Government at its own risk and expense shall maintain these facilities and the Contractor shall not be responsible for the service involving any of these facilities during the period of nonaccess, unless the service failure results from the Contractor's fault or negligence.

(b) During periods when the Government does not permit Contractor access, the Government will reimburse the Contractor at mutually acceptable rates for the loss of or damage to the equipment due to the fault or negligence of the Government. Failure to agree shall be a dispute concerning a question of fact within the meaning of the Disputes clause of this contract.

(End of clause)

**252.242-7005 – Cost/Schedule Status Report (MAR 1998)**

(a) The Contractor shall use management procedures in the performance of this contract that provide for-

(1) Planning and control of costs;

(2) Measurement of performance (value for completed tasks); and

(3) Generation of timely and reliable information for the cost/schedule status report (C/SSR).

(b) As a minimum, these procedures must provide for-

(1) Establishing the time-phased budgeted cost of work scheduled (including work authorization, budgeting, and scheduling), the budgeted cost for work performed, the actual cost

of work performed, the budget at completion, the estimate at completion, and provisions for subcontractor performance measurement and reporting;

(2) Applying all direct and indirect costs and provisions for use and control of management reserve and undistributed budget;

(3) Incorporating changes to the contract budget base for both Government directed changes and internal replanning;

(4) Establishing constraints to preclude subjective adjustment of data to ensure that performance measurement remains realistic. The total allocated budget may exceed the contract budget base only after consultation with the Contracting Officer. For cost-reimbursement contracts, the contract budget base shall exclude changes for cost growth increases, other than for authorized changes to the contract scope; and

(5) Establishing the capability to accurately identify and explain significant cost and schedule variances, both on a cumulative basis and projected at completion basis.

(c) The Contractor may use a cost/schedule control system that has been recognized by the cognizant Administrative Contracting Officer (ACO) as complying with the earned value management system criteria provided in DoD 5000.2-R, Mandatory Procedures for Major Defense Acquisition Programs (MDAPs) and Major Automated Information System (MAIS) Acquisition Programs.

(d) The Government may require integrated baseline reviews. Such reviews shall be scheduled as early as practicable and should be conducted within 180 calendar days after (1) contract award, (2) the exercise of significant contract options, or (3) the incorporation of major modifications. The objective of the integrated baseline review is for the Government and the Contractor to jointly assess areas, such as the Contractor's planning, to ensure complete coverage of the statement of work, logical scheduling of the work activities, adequate resourcing, and identification of inherent risks.

(e) The Contractor shall provide access to all pertinent records, company procedures, and data requested by the ACO, or authorized representative, to-

(1) Show proper implementation of the procedures generating the cost and schedule information being used to satisfy the C/SSR contractual data requirements to the Government; and

(2) Ensure continuing application of the accepted company procedures in satisfying the C/SSR data item.

(f) The Contractor shall submit any substantive changes to the procedures and their impact to the ACO for review.

(g) The Contractor shall require a subcontractor to furnish C/SSR in each case where the subcontract is other than firm-fixed-price, is 12 months or more in duration, and has critical or significant tasks related to the prime contract. Critical or significant tasks shall be defined by mutual agreement between the Government and Contractor. Each subcontractor's reported cost and schedule information shall be incorporated into the Contractor's C/SSR.

(End of clause)

***52.242-1 – Notice of Intent to Disallow Costs (Apr 1984)***

**52.242-3 – Penalties for Unallowable Costs (May 2001)**

**52.242-4 – Certification of Final Indirect Costs (Jan 1997)**

**52.242-13 – Bankruptcy (Jul 1995)**

**52.242-14 – Suspension of Work (Apr 1984)**

**252.243-7001 – Pricing of Contract Modifications (DEC 1991)**

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR Part 31 and DFARS Part 231, in effect on the date of this contract, apply.

(End of clause)

**252.243-7002 – Requests for Equitable Adjustment (MAR 1998)**

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

\_\_\_\_\_  
(Official's Name)

\_\_\_\_\_  
(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including-

(1) Cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Information other than cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to-

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustments under an incentive provision of the contract.

(End of clause)

**52.243-1 I – Changes -- Fixed-Price (Aug. 1987) – Alternate I (Apr 1984)**

**52.243-2 II – Changes -- Cost-Reimbursement (Aug. 1987) -- Alternate II (Apr 1984)**

**52.243-4 – Changes (Aug 1987)**

**52.243-5 – Changes and Changed Conditions (Apr 1984)**

**52.244-2 – Subcontracts (Aug 1998).**

**52.244-5 – Competition in Subcontracting (Dec 1996)**

**52.244-6 – Subcontracts for Commercial Items and Commercial Components (Dec 2001)**

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

"Commercial item," has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract," includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C.637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Feb 1999) (E.O.11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C.4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C.793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (Jun 2000) (46 U.S.C. App 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of Clause)

***252.245-7001 – Reports of Government Property (MAY 1994)***

(a) The Contractor shall provide an annual report-

(1) For all DoD property for which the Contractor is accountable under the contract;

(2) Prepared in accordance with the requirements of DD Form 1662, DoD Property in the Custody of Contractors, or approved substitute, including instructions on the reverse side of the form;

(3) In duplicate, to the cognizant Government property administrator, no later than October 31.

(b) The Contractor is responsible for reporting all Government property accountable to this contract, including that at subcontractor and alternate locations.

(End of clause)

***52.245-1 – Property Records (Apr 1984)***

***52.245-2 – Government Property (Fixed-Price Contracts) (Dec 1989)***

***52.245-3 – Identification of Government-Furnished Property (Apr 1984)***

***52.245-4 – Government-Furnished Property (Short Form) (Apr 1984)***

***52.245-5 – Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (Jan 1986)***

***52.245-9 – Use and Charges (Apr 1984)***

***52.245-19 – Government Property Furnished (As Is) (Apr 1984)***

***52.246-25 – Limitation of Liability -- Services (Feb 1997)***

***252.247-7006 – Removal of Contractor's Employees (DEC 1991)***

The Contractor agrees to use only experienced, responsible, and capable people to perform the work. The Contracting Officer may require that the Contractor remove from the job, employees who endanger persons or property, or whose continued employment under this contract is inconsistent with the interest of military security.

(End of clause)

***252.248-7000 – Preparation of Value Engineering Change Proposals (MAY 19994)***

Prepare value engineering change proposals, for submission pursuant to the value engineering clause of this contract, in the format prescribed by the version of MIL-STD-973 in effect on the date of contract award.

(End of clause)

***52.248-1 – Value Engineering (Feb 2000)***

***52.248-3 – Value Engineering -- Construction (Feb 2000)***

***52.249-2 I – Termination for Convenience of the Government (Fixed-Price) (Sep 1996) – Alternate I (Sep 1996)***

***52.249-4 – Termination for Convenience of the Government (Services) (Short Form) (Apr 1984)***

***52.249-6 I – Termination (Cost-Reimbursement) (Sep 1996) – Alternate I (Sep 1996)***

***52.249-8 – Default (Fixed-Price Supply and Service) (Apr 1984)***

***52.249-10 – Default (Fixed-Price Construction) (Apr 1984)***

***52.249-14 – Excusable Delays (Apr 1984)***

***52.251-1 – Government Supply Sources (Apr 1984)***

***52.251-2 – Interagency Fleet Management System Vehicles and Related Services (Jan 1991)***

The Contracting Officer may issue the Contractor an authorization to obtain interagency fleet management system (IFMS) vehicles and related services for use in the performance of this contract. The use, service, and maintenance of interagency fleet management system vehicles and the use of related services by the Contractor shall be in accordance with 41 CFR 101-39 and 41 CFR 101-38.301-1.

(End of Clause)

***52.252-4 – Alterations in Contract (Apr 1984)***

***52.252-6 – Authorized Deviations in Clauses (Apr 1984)***

***52.253-1 – Computer Generated Forms (Jan 1991)***

(End of Section I)

## Section J – List of Attachments

List of attachments:

1. Sample Project Scope of Work
2. Service Contract Act Wage Rates
3. Davis-Bacon Wage Rates
4. Previous Experience Form
5. Owner/Client Past Performance Survey
6. Certificate of Current Cost or Pricing Data
7. Lobbying Certificate - Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions

### 1. SAMPLE PROJECT SCOPE OF WORK

#### Introduction

**General.** This sample project is meant to generate a typical delivery order cost for this contract. The sample project will address remedial action for soils for a contaminated site that the Omaha District Corps of Engineers is requested to address. The Government will evaluate the sample project proposal as described in Section M of the RFP.

**Cost-Reimbursable Fixed-Fee.** The Contractor shall assume that a cost-reimbursable fixed fee task order will be utilized to perform the task described within this Scope of Work. The submittal for this shall include assumptions and a cost proposal as outlined in Section L. This submittal shall resemble a standard task order proposal including utilizing the subcontracting requirements as outlined in Section L.

#### Location

The Contractor shall assume that the fictitious site described for this project is located within the state of Wisconsin, in a rural setting. The site is an inactive ammunition plant.

#### Site History

The site was used to manufacture munitions by various Department of Defense entities during its operating history, which lasted from 1940 through 1972. The size of the facility is approximately 40,000 acres. The facility has been declared excess and will ultimately be sold.

The site of concern is comprised of a single area that has been sampled and analyzed for volatile organic compounds (VOC's), explosives, and metals. The area that has been characterized was an open burn pit area. The unlined pit was used to destroy off-spec propellants. Contaminants that have been detected at the site include DNT and TCE. These contaminants have been detected both within the soils, as well as within the groundwater beneath the pit area and down-gradient of the area. The groundwater plume has been addressed under previous interim actions.

This problem focuses on the contaminated soil/source area. The selected remedy is a 10-acre geosynthetic/composite cap. The cap consists of a geosynthetic clay liner, a 40-mil HDPE liner, composite drainage net, 18-inch soil cover and 6 inches of topsoil. Assume a borrow area is available on-site, approximately 1 mile haul distance. Assume the site is relatively flat.

#### Site Conditions - Physical Setting and Climate –

The site is located approximately 5500 feet above mean sea level. The topography of the site is relatively flat. The site experiences extremes in temperature, with summertime temperatures reaching in excess of 100°F and winter temperatures falling below -10°F. The average annual temperature is 48°F. The average annual precipitation in this semi-arid climate is 30.9 inches.

**Cost Proposal - Sample Project Cost Proposal –**

The offeror shall submit a detailed cost-reimbursable fixed-fee proposal for the design and construction of the sample project. The detailed cost proposal will include costs for all proposed activities for each product. The offeror will find all information that is required to be submitted in their proposal as outlined in Paragraph 3.6.3. of Section L of this solicitation.

(End of Sample Problem)

**2. SERVICE CONTRACT ACT WAGE RATES:**

WAGE DETERMINATION NO: 94-2579 REV (14) AREA: WI, MADISON

WAGE DETERMINATION NO: 94-2579 REV (14) AREA: WI, MADISON

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR

\*\*\*FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL\*\*\*

WASHINGTON D.C. 20210

William W.Gross          Division of  
Director                  Wage Determinations

Wage Determination No.: 1994-2579  
Revision No.: 14  
Date Of Last Revision: 05/31/2001

State: Wisconsin

Area: Wisconsin Counties of Columbia, Dane, Dodge, Green, Iowa, Jefferson, Lafayette, Rock, Sauk

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	9.92
Accounting Clerk II	10.30
Accounting Clerk III	12.63
Accounting Clerk IV	14.09
Court Reporter	12.53
Dispatcher, Motor Vehicle	12.43
Document Preparation Clerk	9.98
Duplicating Machine Operator	9.98
Film/Tape Librarian	9.74
General Clerk I	8.32
General Clerk II	9.91
General Clerk III	12.24
General Clerk IV	14.69
Housing Referral Assistant	14.70
Key Entry Operator I	8.52
Key Entry Operator II	11.29
Messenger (Courier)	8.01

Order Clerk I	8.03
Order Clerk II	10.19
Personnel Assistant (Employment) I	10.05
Personnel Assistant (Employment) II	10.93
Personnel Assistant (Employment) III	12.23
Personnel Assistant (Employment) IV	14.61
Production Control Clerk	13.65
Rental Clerk	11.00
Scheduler, Maintenance	11.00
Secretary I	11.00
Secretary II	12.31
Secretary III	14.70
Secretary IV	18.05
Secretary V	20.03
Service Order Dispatcher	11.20
Stenographer I	10.20
Stenographer II	11.51
Supply Technician	16.50
Survey Worker (Interviewer)	10.90
Switchboard Operator-Receptionist	8.96
Test Examiner	12.31
Test Proctor	12.31
Travel Clerk I	9.76
Travel Clerk II	10.55
Travel Clerk III	11.41
Word Processor I	10.20
Word Processor II	12.53
Word Processor III	12.89
Automatic Data Processing Occupations	
Computer Data Librarian	9.87
Computer Operator I	10.88
Computer Operator II	11.84
Computer Operator III	14.62
Computer Operator IV	16.22
Computer Operator V	17.99
Computer Programmer I (1)	17.02
Computer Programmer II (1)	17.65
Computer Programmer III (1)	19.53
Computer Programmer IV (1)	20.63
Computer Systems Analyst I (1)	20.43
Computer Systems Analyst II (1)	23.82
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	10.87
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	14.53
Automotive Glass Installer	13.82
Automotive Worker	13.82
Electrician, Automotive	14.11
Mobile Equipment Servicer	13.08
Motor Equipment Metal Mechanic	14.53
Motor Equipment Metal Worker	13.82
Motor Vehicle Mechanic	14.53
Motor Vehicle Mechanic Helper	12.65

Motor Vehicle Upholstery Worker	13.37
Motor Vehicle Wrecker	13.82
Painter, Automotive	14.11
Radiator Repair Specialist	13.82
Tire Repairer	12.64
Transmission Repair Specialist	14.53
Food Preparation and Service Occupations	
Baker	8.87
Cook I	8.45
Cook II	8.87
Dishwasher	7.33
Food Service Worker	7.04
Meat Cutter	9.85
Waiter/Waitress	7.47
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	14.11
Furniture Handler	14.49
Furniture Refinisher	14.11
Furniture Refinisher Helper	12.65
Furniture Repairer, Minor	13.37
Upholsterer	14.11
General Services and Support Occupations	
Cleaner, Vehicles	7.76
Elevator Operator	8.04
Gardener	10.13
House Keeping Aid I	7.15
House Keeping Aid II	8.04
Janitor	8.04
Laborer, Grounds Maintenance	8.52
Maid or Houseman	7.15
Pest Controller	10.60
Refuse Collector	8.04
Tractor Operator	9.49
Window Cleaner	8.52
Health Occupations	
Dental Assistant	12.18
Emergency Medical Technician (EMT)/Paramedic/ Ambulance Driver	10.93
Licensed Practical Nurse I	10.26
Licensed Practical Nurse II	11.53
Licensed Practical Nurse III	13.26
Medical Assistant	10.23
Medical Laboratory Technician	11.23
Medical Record Clerk	11.09
Medical Record Technician	13.59
Nursing Assistant I	7.72
Nursing Assistant II	8.68
Nursing Assistant III	10.26
Nursing Assistant IV	11.52
Pharmacy Technician	12.19
Phlebotomist	10.63
Registered Nurse I	15.46
Registered Nurse II	18.92

Registered Nurse II, Specialist	18.92
Registered Nurse III	22.89
Registered Nurse III, Anesthetist	22.89
Registered Nurse IV	27.43
Information and Arts Occupations	
Audiovisual Librarian	15.03
Exhibits Specialist I	14.59
Exhibits Specialist II	17.90
Exhibits Specialist III	21.80
Illustrator I	13.07
Illustrator II	16.04
Illustrator III	19.53
Librarian	18.13
Library Technician	13.07
Photographer I	11.80
Photographer II	13.07
Photographer III	16.04
Photographer IV	19.53
Photographer V	23.68
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	7.41
Counter Attendant	7.41
Dry Cleaner	8.80
Finisher, Flatwork, Machine	7.41
Presser, Hand	7.41
Presser, Machine, Drycleaning	7.41
Presser, Machine, Shirts	7.41
Presser, Machine, Wearing Apparel, Laundry	7.41
Sewing Machine Operator	9.51
Tailor	10.22
Washer, Machine	8.22
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	14.11
Tool and Die Maker	18.06
Material Handling and Packing Occupations	
Forklift Operator	12.15
Fuel Distribution System Operator	12.56
Material Coordinator	13.46
Material Expediter	13.46
Material Handling Laborer	12.04
Order Filler	10.65
Production Line Worker (Food Processing)	12.15
Shipping Packer	11.73
Shipping/Receiving Clerk	11.73
Stock Clerk (Shelf Stocker; Store Worker II)	13.75
Store Worker I	11.50
Tools and Parts Attendant	12.15
Warehouse Specialist	12.15
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	16.72
Aircraft Mechanic Helper	14.56
Aircraft Quality Control Inspector	17.23
Aircraft Servicer	15.38

Aircraft Worker	15.90
Appliance Mechanic	14.11
Bicycle Repairer	12.64
Cable Splicer	16.71
Carpenter, Maintenance	14.75
Carpet Layer	15.03
Electrician, Maintenance	16.71
Electronics Technician, Maintenance I	15.51
Electronics Technician, Maintenance II	15.84
Electronics Technician, Maintenance III	16.31
Fabric Worker	13.37
Fire Alarm System Mechanic	15.23
Fire Extinguisher Repairer	13.71
Fuel Distribution System Mechanic	15.23
General Maintenance Worker	13.82
Heating, Refrigeration and Air Conditioning Mechanic	16.37
Heavy Equipment Mechanic	15.99
Heavy Equipment Operator	16.38
Instrument Mechanic	16.71
Laborer	8.04
Locksmith	14.11
Machinery Maintenance Mechanic	15.41
Machinist, Maintenance	14.53
Maintenance Trades Helper	12.65
Millwright	16.71
Office Appliance Repairer	15.83
Painter, Aircraft	14.11
Painter, Maintenance	14.11
Pipefitter, Maintenance	16.71
Plumber, Maintenance	16.23
Pneudraulic Systems Mechanic	15.23
Rigger	16.71
Scale Mechanic	14.48
Sheet-Metal Worker, Maintenance	16.22
Small Engine Mechanic	13.82
Telecommunication Mechanic I	14.87
Telecommunication Mechanic II	17.21
Telephone Lineman	14.87
Welder, Combination, Maintenance	14.53
Well Driller	14.53
Woodcraft Worker	15.27
Woodworker	13.08
Miscellaneous Occupations	
Animal Caretaker	8.50
Carnival Equipment Operator	8.23
Carnival Equipment Repairer	8.54
Carnival Worker	6.99
Cashier	7.05
Desk Clerk	8.63
Embalmer	18.01
Lifeguard	8.84
Mortician	19.68
Park Attendant (Aide)	11.11

Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8.84
Recreation Specialist	11.97
Recycling Worker	9.56
Sales Clerk	8.92
School Crossing Guard (Crosswalk Attendant)	7.39
Sport Official	8.84
Survey Party Chief (Chief of Party)	15.76
Surveying Aide	11.65
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	12.20
Swimming Pool Operator	11.13
Vending Machine Attendant	9.52
Vending Machine Repairer	11.13
Vending Machine Repairer Helper	9.89
Personal Needs Occupations	
Child Care Attendant	8.63
Child Care Center Clerk	12.15
Chore Aid	7.35
Homemaker	13.39
Plant and System Operation Occupations	
Boiler Tender	14.53
Sewage Plant Operator	15.46
Stationary Engineer	16.71
Ventilation Equipment Tender	12.89
Water Treatment Plant Operator	15.46
Protective Service Occupations	
Alarm Monitor	12.67
Corrections Officer	14.38
Court Security Officer	15.21
Detention Officer	14.40
Firefighter	14.43
Guard I	8.35
Guard II	12.64
Police Officer	17.54
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	15.44
Hatch Tender	13.63
Line Handler	13.63
Stevedore I	13.97
Stevedore II	14.88
Technical Occupations	
Air Traffic Control Specialist, Center (2)	26.99
Air Traffic Control Specialist, Station (2)	18.62
Air Traffic Control Specialist, Terminal (2)	20.50
Archeological Technician I	12.25
Archeological Technician II	14.10
Archeological Technician III	16.04
Cartographic Technician	18.45
Civil Engineering Technician	16.39
Computer Based Training (CBT) Specialist/ Instructor	19.26
Drafter I	12.20
Drafter II	13.57
Drafter III	15.02
Drafter IV	18.45

Engineering Technician I	11.36
Engineering Technician II	12.63
Engineering Technician III	13.99
Engineering Technician IV	17.17
Engineering Technician V	19.95
Engineering Technician VI	24.18
Environmental Technician	16.04
Flight Simulator/Instructor (Pilot)	21.74
Graphic Artist	18.05
Instructor	19.26
Laboratory Technician	13.26
Mathematical Technician	16.04
Paralegal/Legal Assistant I	11.88
Paralegal/Legal Assistant II	16.58
Paralegal/Legal Assistant III	18.57
Paralegal/Legal Assistant IV	21.72
Photooptics Technician	16.04
Technical Writer	22.59
Unexploded (UXO) Safety Escort	17.16
Unexploded (UXO) Sweep Personnel	17.16
Unexploded Ordnance (UXO) Technician I	17.16
Unexploded Ordnance (UXO) Technician II	20.76
Unexploded Ordnance (UXO) Technician III	24.88
Weather Observer, Combined Upper Air and Surface Programs (3)	13.26
Weather Observer, Senior (3)	15.35
Weather Observer, Upper Air (3)	13.26
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	12.15
Parking and Lot Attendant	9.66
Shuttle Bus Driver	11.78
Taxi Driver	11.53
Truckdriver, Heavy Truck	14.41
Truckdriver, Light Truck	11.78
Truckdriver, Medium Truck	13.97
Truckdriver, Tractor-Trailer	14.41

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.02 an hour or \$80.80 a week or \$350.13 a month.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as

numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard including working with or in close proximity to explosives and incendiary materials involved in research, testing, manufacturing, inspection, renovation, maintenance, and disposal. Such as: Screening, blending, dying, mixing, and pressing of sensitive explosives pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive explosives and incendiary materials. All operations involving regarding and cleaning of artillery ranges. A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard. Including working with or in close proximity to explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation and, possibly adjacent employees, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of explosive and incendiary ordnance material other than small arms ammunition. (Distribution of raw nitroglycerine is covered under high degree hazard.)

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance: The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

#### Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

#### Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be

used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

**3. DAVIS-BACON WAGE RATES:  
GENERAL DECISION WI010019 09/28/01 WI19**

General Decision Number WI010019

Superseded General Decision No. WI000019

State: Wisconsin

Construction Type: HEAVY

County(ies): STATEWIDE

HEAVY CONSTRUCTION PROJECTS (Excluding Tunnel, Sewer, and Water Lines), AND HOPPER DREDGE PROJECTS

Modification Number	Publication Date
0	03/02/2001
1	05/11/2001
2	06/15/2001
3	07/27/2001
4	09/28/2001

COUNTY(ies):  
STATEWIDE

BOIL0107A 07/01/2001

	Rates	Fringes
BOILERMAKERS	25.25	11.20
SMALL BOILER REPAIR (Under 25,000 lbs/hour)	20.20	7.73

\* BRWI0001B 06/01/2001

	Rates	Fringes
CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPLEAU, AND VERNON COUNTIES		
BRICKLAYERS	23.71	8.33

\* BRWI0002B 06/01/2001

	Rates	Fringes
ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES		
BRICKLAYERS	25.99	8.30

\* BRWI0003B 06/01/2001

Rates Fringes  
BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

BRICKLAYERS 23.68 8.36  
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\* BRWI0004B 06/01/2001

Rates Fringes  
KENOSHA, RACINE, AND WALWORTH COUNTIES

BRICKLAYERS 26.58 8.60  
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\* BRWI0006B 06/01/2001

Rates Fringes  
ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE, ONEIDA, PORTAGE, PRICE,  
TAYLOR, VILAS AND WOOD COUNTIES

BRICKLAYERS 23.64 8.20  
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\* BRWI0007B 06/01/2001

Rates Fringes  
GREEN, LAFAYETTE, AND ROCK COUNTIES

BRICKLAYERS 24.98 8.75  
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\* BRWI0008B 06/01/2001

Rates Fringes  
MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

BRICKLAYERS 27.78 8.75  
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\* BRWI0009B 06/01/2001

Rates Fringes  
GREEN LAKE, MARQUETTE, OUTAGAMIE, SHAWANO, WAUPACA, WASHARA, AND WINNEBAGO  
COUNTIES

BRICKLAYERS 23.68 8.36  
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\* BRWI0011C 06/01/2001

Rates Fringes  
CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

BRICKLAYERS 23.68 8.36  
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\* BRWI0013B 06/01/2001

Rates Fringes

DANE, GRANT, IOWA, AND RICHLAND COUNTIES

BRICKLAYERS	25.03	8.70
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\* BRWI0019B 06/01/2001

	Rates	Fringes
BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES		

BRICKLAYERS	23.79	8.25
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\* BRWI0021B 06/01/2001

	Rates	Fringes
DODGE AND JEFFERSON COUNTIES		

BRICKLAYERS	25.39	8.34
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\* BRWI0034B 06/01/2001

	Rates	Fringes
COLUMBIA AND SAUK COUNTIES		

BRICKLAYERS	25.25	8.48
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CARP0087A 05/01/2000

	Rates	Fringes
BURNETT (W. of Hwy 48), PIERCE (W. of Hwy 29), POLK (W. of Hwys 35, 48 & 65), AND ST. CROIX (W. of Hwy 65) COUNTIES		

CARPENTERS & PILEDRIVER MEN	23.84	9.00
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CARP0161D 06/01/2000

	Rates	Fringes
KENOSHA COUNTY		

CARPENTERS	23.11	8.21
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CARP0161E 06/01/2000

	Rates	Fringes
RACINE COUNTY		

CARPENTERS	23.61	7.71
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CARP0252B 06/01/2001

	Rates	Fringes

ADAMS, ASHLAND, BARRON, BAYFIELD (Eastern 2/3), BROWN, BUFFALO, BURNETT (E. of Hwy 48), CALUMET, CHIPPEWA, CLARK, DOOR, DUNN, EAU CLAIRE, FLORENCE (except area bordering Michigan State Line), FOND DU LAC, FOREST, GREEN LAKE, IRON, JACKSON, JUNEAU, KEWAUNEE, LA CROSSE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE (except N.E. corner), MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwys 29 & 65), POLK (E. of Hwys 35, 48 & 65), PORTAGE, PRICE, RUSK, SAWYER, SHAWANO, SHEBOYGAN, ST CROIX (E. of Hwy 65), TAYLOR, TREMPLEAU, VERNON, VILAS, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

CARPENTERS	23.21	7.33
MILLWRIGHTS	24.76	7.33
PILEDRIVERMEN	23.71	7.33

FLORENCE COUNTY (Area bordering Michigan State Line), and MARINETTE COUNTY (Northeast part)

CARPENTERS	19.41	4.45
MILLWRIGHTS	21.09	5.12
PILEDRIVER MEN	19.41	4.45

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 CARP0264B 06/01/2000

Rates Fringes  
 COLUMBIA, CRAWFORD, DANE, DODGE, GRANT, GREEN, IOWA, JEFFERSON, LAFAYETTE, RICHLAND, ROCK, SAUK, AND WALWORTH COUNTIES

CARPENTERS	21.96	7.12
MILLWRIGHTS	23.61	7.12
PILEDRIVERS	22.46	7.12

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 CARP0264C 06/01/2000

Rates Fringes  
 MILWAUKEE, OZAUKEE, WAUKESHA, AND WASHINGTON COUNTIES

CARPENTERS	24.85	7.73
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 \* CARP0361D 05/01/2001

Rates Fringes  
 BAYFIELD (Western 1/3) AND DOUGLAS COUNTIES

CARPENTERS & PILEDRIVERMEN	21.49	9.91
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 CARP2337A 06/01/2000

Rates Fringes  
 MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON COUNTIES

PILEDRIVER MEN	24.54	10.87
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KENOSHA COUNTY

PILEDRIVER MEN	21.56	10.03
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RACINE COUNTY (East of Hwy 75)

PILEDRIVER MEN	21.86	9.63
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JEFFERSON (South of I-94), RACINE (West of Hwy 75), AND WALWORTH COUNTIES

PILEDRIVER MEN	23.01	8.63
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DODGE AND JEFFERSON (North of I-94) COUNTIES

PILEDRIVER MEN	23.01	8.63
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CARP2337C 06/01/2000

	Rates	Fringes
MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON COUNTIES		

MILLWRIGHTS	22.57	10.13
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KENOSHA COUNTY

MILLWRIGHTS	21.52	9.93
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RACINE COUNTY (Area East of Hwy 75)

MILLWRIGHTS	21.42	9.93
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JEFFERSON (South of I-94), RACINE (Area West of Hwy 75), AND WALWORTH COUNTIES

MILLWRIGHTS	22.62	8.88
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DODGE AND JEFFERSON (North of I-94) COUNTIES

MILLWRIGHTS	23.12	8.18
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ELEC0014B 06/01/2000

	Rates	Fringes
ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK (except Maryville, Colby, Unity, Sherman, Fremont, Lynn & Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST CROIX, SAWYER, TAYLOR, TREMPLEAU, VERNON, AND WASHBURN COUNTIES		

ELECTRICIANS	22.80	27.8%+2.94
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ELEC0127B 09/01/2000

	Rates	Fringes
KENOSHA COUNTY		

ELECTRICIANS	26.71	23.8%+3.00
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ELEC0158B 06/01/2000

Rates Fringes  
BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE(Wausaukee and area South thereof), OCONTO, MENOMINEE (East of a line 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES

ELECTRICIANS 23.62 22.75%+2.96

ELEC0159D 06/01/2001

Rates Fringes  
COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and Emmet Townships), GREEN, LAKE (except Townships of Berlin, Seneca, and St. Marie), IOWA, MARQUETTE (except Townships of Neshkoka, Crystal Lake, Newton, and Springfield), and SAUK COUNTIES

ELECTRICIANS 25.83 9.95

ELEC0219D 06/01/2000

Rates Fringes  
FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern, Florence and Homestead) AND MARINETTE COUNTY (Township of Niagara)

ELECTRICIANS:

Electrical contracts under \$90,000 20.46 7.11  
Electrical contracts over \$90,000 23.86 10.22

ELEC0242E 06/01/2001

Rates Fringes  
DOUGLAS COUNTY

ELECTRICIANS 28.87 33%

\* ELEC0388B 06/01/2001

Rates Fringes  
ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Area North of the town of Wausaukee), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Area North of the townships of Aniwa and Hutchins), VILAS AND WOOD COUNTIES

ELECTRICIANS 24.12 8.75

\* ELEC0430B 06/01/2001

Rates Fringes  
RACINE COUNTY (Except Burlington Township)

ELECTRICIANS 27.09 26.5%+3.40

ELEC0494E 06/01/2001  
 Rates Fringes  
 MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

ELECTRICIANS	26.17	12.30
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ELEC0494F 06/01/2001  
 Rates Fringes  
 CALUMET (Township of New Holstein), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES

ELECTRICIANS	23.82	11.89
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ELEC0577C 06/01/2000  
 Rates Fringes  
 CALUMET (except Township of New Holstein), GREEN LAKE (N. part including Townships of Berlin, St Marie, and Seneca), MARQUETTE (N. part including Townships of Crystal Lake, Neshkoro, Newton, and Springfield), OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

ELECTRICIANS	23.67	23.3%+3.00
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ELEC0890C 06/01/2000  
 Rates Fringes  
 DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

ELECTRICIANS	25.43	20.55%+2.75
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ELEC0953A 06/03/2001  
 Rates Fringes

LINE CONSTRUCTION:

Lineman	27.18	2.20+25.75%
Equipment Operator	21.74	2.20+25.75%
Heavy Groundman Driver	19.03	2.20+25.75%
Light Groundman Driver	17.67	2.20+25.75%
Groundman	14.95	2.20+25.75%

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ENGI0139E 06/01/2001  
 Rates Fringes

POWER EQUIPMENT OPERATORS:

GROUP 1	26.57	10.40
GROUP 2	26.07	10.40
GROUP 3	25.57	10.40
GROUP 4	25.31	10.40
GROUP 5	25.02	10.40



GROUP 6

22.24

10.40

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of over 100 tons; Cranes, Tower Cranes, and Derricks with boom, leads and/or jib lengths 176 ft or longer.

GROUP 2: Backhoes (Excavators) having a manufacturer's rated capacity of 3 cu yd and over; Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; Cranes, Tower Cranes, and Derricks with boom, leads, and/or jib lengths 175 ft or less; Caisson Rigs; Pile Driver

GROUP 3: Backhoes (Excavators) under 3 cu yd; Travelling Crane (bridge type); Milling Machine; Concrete Paver over 27 E; Concrete Spreader and Distributor; Concrete Laser Screed; Concrete Grinder and Planing Machine; Slipform Curb and Gutter Machine; Boring Machine (Directional); Dredge Operator; Skid Rigs

GROUP 4: Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 10 tons or less; Tractor, Bulldozer, or End Loader (over 40 hp); Motor Patrol; Scraper Operator; Bituminous Plant and Paver Operator; Screed-Milling Machine; Roller over 5 tons; Concrete and Grout Pumps; Hydro Blaster, 10,000 psi and over; Rotary Drill Operator; Percussion Drilling Machine; Air Track Drill with or without integral hammer; Blaster; Boring Machine (vertical or horizontal); Side Boom; Trencher, wheel type or chain type having 8 inch or larger bucket; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Straddle Carrier; Material Hoists; Stack Hoist; Man Hoists; Mechanic and Welder

GROUP 5: Tractor, Bulldozer, or End Loader (over 40 hp); Tampers -Compactors, riding type; Stump Chipper, large; Roller, Rubber Tire; Backfiller; Trencher, chain type (bucket under 8 inch); Concrete Auto Breaker, large; Concrete Finishing Machine (road type); Concrete Batch Hopper; Concrete Conveyor Systems; Concrete Mixers, 14S or over; Pumps, Screw Type and Gypsum); Hydrohammers, small; Brooms and Sweeeps; Lift Slab Machine; Roller under 5 tons; Industrial Locomotives; Fireman (Pile Drivers and Derricks); Pumps (well points); Hoists, automatic; A-Frames and Winch Trucks; Hoists (tuggers); Boats (Tug, Safety, Work Barges and Launches); Assistant Engineer

GROUP 6: Shouldering Machine Operator; Farm or Industrial Tractor mounted equipment; Post Hole Digger; Auger (vertical and horizontal); Skid Steer Loader with or without attachments; Robotic Tool Carrier with or without attachments; Power Pack Vibratory/Ultra Sound Driver and Extractor; Fireman (Asphalt Plants); Screed Operator; Stone Crushers and Screening Plants; Air, Electric, Hydraulic Jacks (Slip Form); Prestress Machines; Air Compressor, 400 CFM or over; Refrigeration Plant/Freeze Machine; Boiler Operators (temporary heat) Forklifts; Welding Machines; Generators, over or under 150 kw; Compressors, under 400 CFM; Heaters, Mechanical; Combination small equipment operator; Winches, small electric; Oiler; Greaser; Conveyor; Elevator Operator

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IRON0008B 06/01/2001

Rates Fringes

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC,

MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO COUNTIES:

IRONWORKERS

23.76

11.38  
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IRON0008D 06/01/2001

Rates Fringes  
KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3), WASHINGTON, AND WAUKESHA  
COUNTIES

IRONWORKERS 25.57 11.38  
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IRON0383A 06/01/2001

Rates Fringes  
ADAMS, COLUMBIA, CRAWFORD, DANE, DODGE, FLORENCE, FOREST, GRANT, GREENE, (EXCLUDING  
S.E. TIP), GREEN LAKE, IOWA, JEFFERSON, JUNEAU, LA CROSSE, LAFAYETTE, LANGLADE, MARATHON,  
MARQUETTE, MENOMINEE, MONROE, PORTAGE, RICHLAND, ROCK (Northern area, vicinity of Edgerton  
and Milton), SAUK, VERNON, WAUPACA, WAUSHARA, AND WOOD COUNTIES:

IRONWORKERS 24.05 10.26  
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IRON0498E 06/01/2001

Rates Fringes  
GREEN (S.E. 1/3), ROCK (South of Edgerton and Milton), and WALWORTH (S.W. 2/3) COUNTIES:

IRONWORKERS 27.50 13.875  
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IRON0512H 07/01/2001

Rates Fringes  
BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON, PEPIN, PIERCE, POLK, RUSK  
(S.W. half), ST CROIX, TAYLOR, AND TREMPLEAU COUNTIES

IRONWORKERS 28.45 10.79  
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IRON0563D 05/01/2001

Rates Fringes  
ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN (E. 1/4), ONEIDA, PRICE, RUSK (N.E. half),  
SAWYER, VILAS AND WASHBURN COUNTIES

IRONWORKERS 23.13 11.85  
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LABO0113B 06/01/2001

Rates Fringes  
MILWAUKEE AND WAUKESHA COUNTIES

LABORERS:

GROUP 1	19.22	8.62
GROUP 2	19.37	8.62
GROUP 3	19.57	8.62
GROUP 4	19.72	8.62
GROUP 5	19.87	8.62
GROUP 6	21.23	8.62
GROUP 7	21.68	8.62
GROUP 8	22.45	8.62



GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Topman (Sewer and Water)

GROUP 7: Bottom Man (Sewer and Water)

GROUP 8: Pipelayer (sewer & water)

GROUP 9: Flagperson and Traffic Control Person

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LABO0140C 06/01/2001

	Rates	Fringes
BUFFALO, CRAWFORD, GRANT, JACKSON, JUNEAU, LA CROSSE, MONROE, RICHLAND, TREMPLEAU, AND VERNON COUNTIES		

LABORERS:

GROUP 1	19.70	6.32
GROUP 2	20.15	6.32

LABORERS CLASSIFICATIONS

GROUP 1: General laborer; caisson top man; cement and concrete workers; handling of precast concrete decking products; terrazzo and tile laborers; wreckers; railroad work; power buggy; powered sweepers; form strippers; form oiler; form cleaner; concrete dump men; pit man; signal man; scaffold builder; hod carrier; torch man; concrete saw; mud jack; air drill; fork lift operator; flagman and water boy Jack hammer; air spade; roofing laborer; mortar and plaster mixers; plaster and concrete pump; nozzle man; gunnite man; creosote workers Swing or stage scaffold on chimney and tower Drill operators tunnel and caisson

GROUP 2: Pipelayers

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LABO0237C 06/01/2001

	Rates	Fringes
KENOSHA AND RACINE COUNTIES		

LABORERS:

GROUP 1	20.88	7.44
GROUP 2	21.03	7.44

LABORERS CLASSIFICATIONS

GROUP 1: Tending to carpenters; stripping of forms; cleaning lumber; oiling lumber and forms; pouring, puddling and spreading of concrete; laying and pulling wire mesh; excavating for buildings; cleaning of debris; handling of rods or steel for reinforcement; shoring and moving of buildings; operating vibrators, air spades, and all other pneumatic or electric tools; mechanical concrete buggies; prime buggies;

forklifts; concrete pump nozzleman; jack hammer; concrete buster and caisson workers, and on work where both employees are needed to operate same; waterman; and flagman

GROUP 2: Tending to and mixing all materials for brick, stone masons, marble and tile setters; building scaffolds; cleaning floors, windows, pipes and tile; plasterer laborer; tending to and mixing all materials for plasterers; drying of plaster when done by salamander heat; building scaffolds and cleaning up after the plasterers; wrecking of buildings of more than one story or where the work is considered hazardous; torch burner; demolition man

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LABO0317B 06/01/2001

	Rates	Fringes
BARRON, CHIPPEWA, CLARK (Western half), DUNN, EAU CLAIRE, PEPIN PIERCE, POLK, RUSK, ST. CROIX, AND TAYLOR (Western half)		

LABORERS:

GROUP 1	19.23	6.29
GROUP 2	19.28	6.29

LABORERS CLASSIFICATIONS

GROUP 1: General laborer; vibrator operator; gunniteman; nozzleman; scaffold builder; wrecking; blaster tender; mesh mucker; terrazzo laborer; flagman; plaster tender, sandblaster; jackhammer; paving breaker; chipping hammer

GROUP 2: Mason tender

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LABO0464D 06/01/2001

	Rates	Fringes
COLUMBIA, DANE, IOWA, JEFFERSON (Northern half), SAUK AND WALWORTH COUNTIES		

LABORERS:

GROUP 1	19.21	6.29
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LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Asbestos Laborer; Hod Carrier; Mortar Mixer, Hazardous Waste and Landfill workers

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LABO0539B 06/01/2001

	Rates	Fringes
ADAMS, BROWN, CALUMET, CLARK (Eastern half), DODGE, DOOR, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, KEWAUNEE, LANGLADE LINCOLN, MANITOWOC, MARATHON, MARINETTE (excluding Niagara), MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, PORTAGE, PRICE SHAWANO, SHEBOYGAN, TAYLOR (Eastern half), VILAS, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES		

LABORERS:

GROUP 1	18.48	6.29
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LABORERS CLASSIFICATIONS

GROUP 1: Construction laborer; form stripper, form oiler form cleaner; dump men; pit men; building wrecker; plumber's laborer; motorized buggy operator; concrete laborer; air spade and chipping hammer; drag tender and signal man; concrete pumps and nozzleman; bituminous worker; mesh mucker; skid loader; materials mover; plaster tender; hod carrier; dry cement handler; kettlemen; vibrator operator; tile setter tender; core drill operator; burner on wrecking; air operator; sheeting driver; power tamper; creosote worker; mudjack operator; bituminous raker and luteman; chipping hammer on tank line; mason tender; mortar and plaster mixer; jackhammer operator; gunnite man; concrete breaker; jumping jack; terrazzo grinder; forklift operator; bobcat operator; precast erector; caisson bottom man; work on swinging scaffold; all high work including construction demolition in excess of 30 ft on free standing industrial chimneys and tower, tanks; skip form work and grain elevators; asbestos demolition laborer flagman

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LABO1050A 06/01/2001

	Rates	Fringes
BAYFIELD, BURNETT, DOUGLAS, IRON, SAWYER, AND WASHBURN COUNTIES		

LABORERS:

GROUP 1	18.80	7.34
GROUP 2	19.05	7.34
GROUP 3	19.15	7.34
GROUP 4	19.25	7.34
GROUP 5	19.35	7.34

LABORERS CLASSIFICATIONS

GROUP 1: General laborer; concrete work; mason tender; tile setter & terrazzo tenders; demolition and wrecking; roofing tender; underpinning, lagging, bracing, shoring; jack man on slip form; vibrator; landscaping; bituminous worker; asbestos removal laborer; hazardous waste worker; hydroblaster;

GROUP 2: Buffing machine operator; raker; luteman

GROUP 3: Cement manhole builder; plaster laborer; steel burners; steel form setter; jack hammer; air tools

GROUP 4: Miners tunnels; underground sewers; drilling, blasting and all compressed air work underground or in compression chambers

GROUP 5: Dynamite person

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LABO1050B 06/01/2001

	Rates	Fringes
ASHLAND COUNTY		

LABORERS:

GROUP 1	17.35	7.34
GROUP 2	17.60	7.34
GROUP 3	17.70	7.34
GROUP 4	17.80	7.34
GROUP 5	17.90	7.34

LABORERS CLASSIFICATIONS

GROUP 1: General laborer; concrete work; mason tender; tile setter & terrazzo tenders; demolition and wrecking; roofing tender; underpinning, lagging, bracing, shoring; jack man on slip form; vibrator; landscaping; bituminous worker; asbestos removal laborer; hazardous waste worker; hydroblaster;

GROUP 2: Buffing machine operator; raker; luteman

GROUP 3: Cement manhole builder; plaster laborer; steel burners; steel form setter; jack hammer; air tools

GROUP 4: Miners tunnels; underground sewers; drilling, blasting and all compressed air work underground or in compression chambers

GROUP 5: Dynamite person

LABO1440B 06/01/2001

GREEN, JEFFERSON (Southern part), LAFAYETTE, AND ROCK COUNTIES

LABORERS:

	Rates	Fringes
GROUP 1	19.23	6.29

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer, Flagman Power Rammer; Jumping jack; Vibrator Operator; Fork Lift Operator; Concrete Pump Lead Hose Man; Mortar and Plaster Mixer; Air Hammer

PAIN0106H 05/01/2000

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

PAINTERS:

REPAINT:

	Rates	Fringes
Brush, Roller	20.68	7.08
Spray, Sandblast, Steel	21.28	7.08

NEW:

Brush, Roller	22.18	7.08
Spray, Sandblast, Steel	22.78	7.08

PAIN0108B 06/01/2000

RACINE COUNTY

PAINTERS:

	Rates	Fringes
Brush, Roller	20.50	7.40
Spray & Sandblast	21.50	7.40

PAIN0259B 06/01/2001

Rates Fringes  
BARRON, BUFFALO, CHIPPEWA, CRAWFORD, DUNN, EAU CLAIRE, JACKSON, LA CROSSE, MONROE,  
PEPIN, PIERCE, POLK, RUSK, ST CROIX, SAWYER, TREMPLEAU, VERNON, AND WASHBURN COUNTIES

PAINTERS:

Brush 18.90 2.30+5%  
Spray, Sandblasting, and work  
more than 50 ft above ground 19.65 2.30+5%

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PAIN0781B 06/01/2001

Rates Fringes  
JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

PAINTERS:

Brush 22.64 8.62  
Spray & Sandblast 23.39 8.62  
Bridge 22.99 8.62

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PAIN0802B 06/01/2001

Rates Fringes  
COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND, ROCK, AND SAUK  
COUNTIES

PAINTERS:

Brush 21.25 6.60  
Structural Steel, Spray 22.25 6.60

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\* PAIN0802E 06/01/2001

Rates Fringes  
BROWN, DOOR, KEWAUNEE, MARINETTE, OCONTO, AND SHAWANO (East of the Town of Shawano)  
COUNTIES

PAINTERS:

Brush 18.70 4.60  
Spray & Industrial 19.08 4.60

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\* PAIN0802G 06/01/2001

Rates Fringes  
CALUMET, FOND DU LAC, GREEN LAKE, MANITOWOC, MARQUETTE, OUTAGAMIE, SHAWANO (West of  
Shawano), SHEBOYGAN, WAUSHARA, WAUPACA, AND WINNEBAGO COUNTIES

PAINTERS:

Brush 18.61 4.17  
Spray 19.11 4.17

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\* PAIN0802I 06/01/2001

ADAMS, CLARK, FOREST, IRON, JUNEAU, LANGLADE, LINCOLN, MARATHON, MENOMINEE, ONEIDA,  
PORTAGE, PRICE, TAYLOR, WOOD, AND VILAS COUNTIES

	Rates	Fringes
PAINTERS	20.55	4.76

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PAIN1011C 06/01/2001

	Rates	Fringes
FLORENCE COUNTY		
PAINTERS	19.40	3.95

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PLAS0599K 06/01/2001

AREA 1: BAYFIELD, DOUGLAS, PRICE, SAYER, AND WASHBURN COUNTIES

	Rates	Fringes
CEMENT MASONS	23.20	8.60

AREA 2: ADAMS, ASHLAND, BARRON, BROWN, BUFFALO, BURNETT, CALUMET, CHIPPEWA, CLARK,  
COLUMBIA, CRAWFORD, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST,  
GREEN LAKE, IRON, JACKSON, JEFFERSON, JUNEAU, KEWAUNEE, LA CROSSE, LANGLADE, LINCOLN,  
MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA,  
OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, RICHLAND, RUSK, ST CROIX, SAUK, SHAWANO,  
SHEBOYGAN, TAYLOR, TREMPLEAU, VERNON, VILAS, WALWORTH, WAUPACA, WAUSHARA,  
WINNEBAGO, AND WOOD COUNTIES

CEMENT MASONS	21.90	8.00
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AREA 3: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

CEMENT MASONS	23.20	7.75
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AREA 4: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

CEMENT MASONS	21.80	9.15
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AREA 5: KENOSHA AND RACINE COUNTIES

CEMENT MASONS	21.15	9.80
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PLUM0011C 05/01/2001

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, SAWYER, AND WASHBURN COUNTIES

	Rates	Fringes
PLUMBERS	26.35	9.15

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PLUM0075B 06/01/2001

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

PLUMBERS 27.51 8.03

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\* PLUM0075D 06/01/2001

Rates Fringes  
DODGE (Watertown), GREEN, JEFFERSON, LAFAYETTE, AND ROCK COUNTIES

PLUMBERS & PIPEFITTERS 27.76 8.03

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\* PLUM0075I 06/01/2001

Rates Fringes  
COLUMBIA, DANE, IOWA, MARQUETTE, RICHLAND AND SAUK COUNTIES

PLUMBERS 28.66 6.88

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\* PLUM0118B 06/22/2001

Rates Fringes  
KENOSHA, RACINE, AND WALWORTH COUNTIES

PLUMBERS AND STEAMFITTERS 26.41 10.14

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PLUM0400C 06/01/2001

Rates Fringes  
ADAMS,BROWN, CALUMET, DODGE (except Watertown), DOOR, FOND DU LAC, GREEN LAKE,KEWAUNEE, MANITOWOC, MARINETTE (except Niagara), MENOMINEE, OCONTO, OUTAGAMIE, SHAWANO, SHEBOYGAN, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

PLUMBERS & PIPEFITTERS 25.25 8.26

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PLUM0434B 06/01/2001

Rates Fringes  
BARON, BUFFALO, CHIPPEWA, CLARK, CRAWFORD, DUNN, EAU CLAIRE, FLORENCE, FOREST, GRANT, JACKSON, JUNEAU, LA CROSSE, LANGLADE, LINCOLN, MARATHON, MONROE, ONEIDA, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RUSK, ST. CROIX, TAYLOR, TREMPLEAU, VERNON, VILAS, AND WOOD COUNTIES

PLUMBERS & PIPEFITTERS 23.95 9.73

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PLUM0506G 06/01/2000

Rates Fringes  
MARINETTE COUNTY (Niagara only)

PLUMBERS & PIPEFITTERS:  
Jobs where plumbing bid is  
\$50,000 or less 17.48 10.00  
All other work 24.03 10.00



Branch of Construction Wage Determinations  
Wage and Hour Division  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.  
END OF GENERAL DECISION

**4. PREVIOUS EXPERIENCE FORM**

**SOLICITATION NO. DACA45-01-R-0018  
ENVIRONMENTAL REMEDIATION SERVICES  
PROJECT EXPERIENCE FORM**

Please provide a completed form for each project for which experience is being claimed (Offeror fills out this section).

Name of Offeror: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Location of Project: \_\_\_\_\_

Was the offeror the prime contractor or subcontractor? \_\_\_\_\_

If the offeror was the prime contractor, please explain primary role/duties: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Was Project a cost reimbursement type or firm-fixed price contract?  
\_\_\_\_\_

Brief Description of Project (Offeror can add attachment provided page count is not exceeded.)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contract Amount at Award: \_\_\_\_\_

Final Contract Amount: \_\_\_\_\_

Amount added by Modification: \_\_\_\_\_

Explanation of any Cost Growth:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Multiple Interim Schedule Milestones (to include scheduled start date): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Original Contract Completion Date: \_\_\_\_\_

Final Contract Completion Date: \_\_\_\_\_

Actual Completion Date: \_\_\_\_\_

Time added by Modification: \_\_\_\_\_

Explanation of any Late Finish: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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Additional Project Information (Offeror can add attachment provided page count is not exceeded):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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Was the project terminated early or were cure/show cause letters reviewed? \_\_\_\_ Yes \_\_\_\_ No Explain early termination (default/convenience) or cure/show cause letters

\_\_\_\_\_  
\_\_\_\_\_

Safety record: \_\_\_\_ Accidents, \_\_\_\_ Incidents, \_\_\_\_ Violations  
List and explain any customer concerns or dissatisfaction

\_\_\_\_\_  
\_\_\_\_\_

What were the SDB, WOB and small business percent goals in the original contract, if any? N/A \_\_\_\_\_  
SDB: \_\_\_\_ WOB: \_\_\_\_ Small Business: \_\_\_\_ HBCU/MI: \_\_\_\_ HUBZONE: \_\_\_\_ SDVOSB: \_\_\_\_

What was the actual percent achieved at contract completion? N/A \_\_\_\_\_  
SDB: \_\_\_\_ WOB: \_\_\_\_ Small Business: \_\_\_\_ HBCU/MI: \_\_\_\_ HUBZONE: \_\_\_\_ SDVOSB: \_\_\_\_

Was the project owner an agency of the federal government? (Yes/No) \_\_\_\_\_

Name, address, FAX and telephone number of the owner:

\_\_\_\_\_

Name and telephone number of a representative of your firm who is knowledgeable of this project and can readily be contacted:

\_\_\_\_\_

Name, address, FAX and telephone number of a representative of the owner who is knowledgeable of this project and can be readily contacted:

\_\_\_\_\_

Name, address, FAX and telephone number of the Contracting Officer if project was for federal government:

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**5. OWNER/CLIENT PAST PERFORMANCE SURVEY**

**SOLICITATION NO. DACA45-01-R-0018  
OWNER/CLIENT PAST PERFORMANCE SURVEY**

(Offeror fills out all applicable parts of this section and mails both forms (i.e. completed Project Experience form and this Owner/Client Past Performance Survey form) to the owner/client with instructions on its return to the Government.)

The agency is interested in your assessment of the named company's "past performance". The quoted term refers to the company's record of conforming to contract requirements and to standards of good workmanship; the firm's record of forecasting and controlling costs; the firm's adherence to contract schedules including the administrative aspects of performance; the firm's history of reasonable and cooperative behavior and commitment to customer satisfaction; and the firm's general business-like concern for the interest of the customer.

These questions relate to the work performed at \_\_\_\_\_

(Name and location of designated project) by \_\_\_\_\_ (Name of Offeror).

**(Owner/Client fills out this section)**

Please describe your role in the project, and identify any persons helping you to provide responses to this questionnaire:

- 1. Is the information provided by the contractor in the Project Experience Form accurate and correct to the best of your knowledge and why? Yes / No. \_\_\_\_\_

Explanation : \_\_\_\_\_

- 2. How would you rate the performance of this Contractor on the subject project?

- a. The company's record of conforming to contract requirements and standards of good workmanship.

Excellent      Good      Satisfactory      Fair      Unsatisfactory

- b. The firm's record of forecasting and controlling costs.

Excellent      Good      Satisfactory      Fair      Unsatisfactory

- c. The firm's adherence to contract schedules including the administrative aspects of performance.

Excellent      Good      Satisfactory      Fair      Unsatisfactory

- d. The firm's history of reasonable and cooperative behavior and commitment to customer satisfaction.

Excellent      Good      Satisfactory      Fair      Unsatisfactory

- e. The firm's general business-like concern for the interest of the customer.

Excellent      Good      Satisfactory      Fair      Unsatisfactory

3. Comments. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name \_\_\_\_\_ Telephone \_\_\_\_\_

Title \_\_\_\_\_ Fax \_\_\_\_\_

E-Mail Address \_\_\_\_\_ Date \_\_\_\_\_

## Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of \_\_\_\_\_ [insert Contract Number and Task Order/Modification Number(s) as appropriate] are accurate, complete, and current as of \_\_\_\_ [insert date on proposal]. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date of execution\*\*\* \_\_\_\_\_

**Certification and Disclosure Regarding Payments to Influence Certain Federal  
Transactions (Apr 1991)**

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

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

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

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

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

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

(End of Provision)

\_\_\_\_\_  
Name Title Signature Date

(End of Section J)

## **Section K – Representations, Certifications and Other Statements of Offerors**

### **1. Contract Execution Procedures in accordance with FAR 4.102.**

#### **Contractor's Signature -**

(a) Individuals. A contract with an individual shall be signed by that individual. A contract with an individual doing business as a firm shall be signed by that individual, and the signature shall be followed by the individual's typed, stamped, or printed name and the words, "an individual doing business as \_\_\_\_\_" [insert name of firm].

(b) Partnerships. A contract with a partnership shall be signed in the partnership name. Before signing for the Government, the contracting officer shall obtain a list of all partners and ensure that the individual(s) signing for the partnership have authority to bind the partnership.

(c) Corporations. A contract with a corporation shall be signed in the corporate name, followed by the word "by" and the signature and title of the person authorized to sign. The contracting officer shall ensure that the person signing for the corporation has authority to bind the corporation.

(d) Joint venturers. A contract with joint venturers may involve any combination of individuals, partnerships, or corporations. The contract shall be signed by each participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. When a corporation is participating, the contracting officer shall verify that the corporation is authorized to participate in the joint venture.

(e) Agents. When an agent is to sign the contract, other than as stated in paragraphs (a) through (d) above, the agent's authorization to bind the principal must be established by evidence satisfactory to the contracting officer.

#### ***52.203-2 – Certificate of Independent Price Determination (Apr 1985)***

(a) The offeror certifies that --

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

- (i) Those prices;
- (ii) The intention to submit an offer;, or
- (iii) The methods or factors used to calculate the prices offered.

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

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

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

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

(2)

(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision \_\_\_\_\_ [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

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

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

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

(End of Provision)

***52.203-11 – Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Apr 1991)***

***52.204-3 – Taxpayer Identification (Oct 1998)***

(a) Definitions.

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

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

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

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

(d) Taxpayer Identification Number (TIN).

TIN: \_\_\_\_\_

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other \_\_\_\_\_

(f) Common parent.

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

Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of Provision)

***52.204-5 – Women-Owned Business (Other Than Small Business) (May 1999)***

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

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

(End of Provision)

**52.209-5 -- Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Dec 2001)**

a)

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

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

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

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

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

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

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

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

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

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The

knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

(End of Provision)

**52.219-1 II – Small Business Program Representations (May 2001) – Alternate II (Oct 2000)**

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 562910.

(2) The small business size standard is 500 employees.

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

(b) Representations.

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

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

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

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

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

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

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

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

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

\_\_\_\_ Black American.

\_\_\_\_ Hispanic American.

\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

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

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

\_\_\_\_ Individual/concern, other than one of the preceding.

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

Service-disabled veteran-owned small business concern --

(1) Means a small business concern --

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

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

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

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

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

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

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

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

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

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

(d) Notice.

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

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

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

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

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

(End of Provision)

***52.219-19 – Small Business Concern Representation for the Small Business Competitiveness Demonstration Program (Oct 2000)***

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

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

(c) [Complete only if the Offeror is a small business or an emerging small business, indicating its size range.] Offeror's number of employees for the past 12 months [check this column if size standard stated in solicitation is expressed in terms of number of employees] or Offeror's average annual gross revenue for the last 3 fiscal years [check this column if size standard stated in solicitation is expressed in terms of annual receipts]. [Check one of the following.]

No. of Employees Avg.	Annual Gross Revenues
___ 50 or fewer	___ \$1 million or less
___ 51 – 100	___ \$1,000,001 -- \$2 million
___ 101 – 250	___ \$2,000,001 -- \$3.5 million
___ 251 – 500	___ \$3,500,001 -- \$5 million
___ 501 – 750	___ \$5,000,001 -- \$10 million
___ 751 -- 1,000	___ \$10,000,001 -- \$17 million
___ Over 1,000	___ Over \$17 million

(End of Provision)

**52.219-22 – Small Disadvantaged Business Status (Oct 1999)**

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either --

[ ]

(i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[ ]

(ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) [ ] For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

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

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

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of Provision)

**52.222-22 – Previous Contracts and Compliance Reports (Feb 1999)**

The offeror represents that --

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

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

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

(End of Provision)

**52.222-25 – Affirmative Action Compliance (Apr 1984)**

The offeror represents that --

(a) It [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

**52.223-13 – Certification of Toxic Chemical Release Reporting (Oct 2000)**

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

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

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

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

(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C.11023(c);

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

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

(iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

(v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(End of Provision)

***52.226-2 – Historically Black College or University and Minority Institution Representation (May 2001)***

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

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C.1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C.1101a)).

(b) Representation. The offeror represents that it --

is  is not a historically black college or university;

[ ] is [ ] is not a minority institution.

(End of Provision)

**52.227-15 – Representation of Limited Rights Data and Restricted Computer Software  
(May 1999)**

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data -- General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data -- General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states [offeror check appropriate block] – [ ] None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software. [ ] Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

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Note: Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data -- General."

(End of Provision)

**52.230-1 – Cost Accounting Standards Notices and Certification (Jun 2000)**

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement -- Cost Accounting Practices and Certification

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption. The offeror hereby certifies that

(i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

(ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

## II. Cost Accounting Standards -- Eligibility for Modified Contract Coverage

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million

or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

yes  no

(End of Provision)

**52.236-28 – Preparation of Proposals -- Construction (Oct 1997)**

(a) Proposals must be

(1) submitted on the forms furnished by the Government or on copies of those forms, and

(2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

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

- (1) Lump sum price;
- (2) Alternate prices;
- (3) Units of construction; or
- (4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

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

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

(End of Provision)

(End of Section K)

## **Section L – Instructions To Offerors**

### ***52.204-6 – Data Universal Numbering System (DUNS) Number (Jun 1999)***

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(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@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

(End of Provision)

### ***52.207-2 – Notice of Cost Comparison (Negotiated) (Feb 1993)***

(a) This solicitation is part of a Government cost comparison to determine whether accomplishing the specified work under contract or by Government performance is more economical. If Government performance is determined to be more economical, this solicitation will be canceled and no contract will be awarded.

(b) The Government's cost estimate for performance by the Government will be based on the work statement in this solicitation and will be submitted by designated agency personnel to the Contracting Officer in a sealed envelope not later than the time set for receipt of initial proposals.

(c) After completion of proposal evaluation, negotiation, and selection of the most advantageous proposal, the Contracting Officer, in the presence of the preparer of the cost estimate for Government performance, will open the sealed cost estimate envelope. These officials will make a cost comparison before public announcement. Depending on whether the cost comparison result favors performance under contract or Government performance, the procedure in either subparagraph (1) or (2) following applies:

- (1) If the result of the cost comparison favors performance under contract and administrative approval is obtained, the Contracting Officer will award a contract and publicly reveal the completed cost comparison form showing the cost estimate for Government

performance, its detailed supporting data, and the Contractor's name. However, this award is conditioned on the offer remaining the more economical alternative after

(i) completion of a public review period of 30 working days beginning with the date this information is available to interested parties and

(ii) resolution of any requests for review under the agency appeals procedure (see paragraph (d) of this section). The Government assumes no liability for costs incurred during the periods specified in (i) and (ii). The Contracting Officer will then either notify the Contractor in writing that it may proceed with performance of the contract or will cancel the contract at no cost to the Government.

(2) If the result of the cost comparison favors Government performance, the Contracting Officer will publicly disclose this result, the completed cost comparison form and its detailed supporting data, and the price of the offer most advantageous to the Government. After

(i) completion of a public review period of 30 working days beginning with the date this information is available to interested parties and

(ii) resolution of any requests for review under the agency appeals procedure (see paragraph (d) of this section), the Contracting Officer will either cancel this solicitation or award a contract, as appropriate.

(d) During the public review period, directly affected parties may file with the Contracting Officer written requests, based on specific objections, for administrative review of the cost comparison result under the agency appeals procedure. The appeals procedure shall be used only to resolve questions concerning the calculation of the cost comparison and will not apply to questions concerning award to one offeror in preference to another. Agency determinations under the appeals procedure shall be final.

(e) A cost estimate for Government performance is considered a proposal for purposes of this solicitation's Late Submissions, Modifications, and Withdrawal of Proposals or Quotations provision, and a late modification that displaces an otherwise low cost estimate for Government performance shall not be considered.

(End of Provision)

***52.215-1 – Instructions to Offerors -- Competitive Acquisition (May 2001)***

(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, writing, or written means any worded or numbered expression that 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, revision, and withdrawal 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)

***52.215-16 – Facilities Capital Cost of Money (Oct 1997)***

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in subparagraph 31.205-10(a)(2) of the Federal Acquisition Regulation are met. One of the allowability criteria requires the prospective contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

(End of Provision)

**52.215-20 – Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (Oct 1997)**

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include --

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of Provision)

***52.216-1 – Type of Contract (Apr 1984)***

The Government contemplates award of one (1) Indefinite Delivery/Indefinite Quantity contract for Environmental Remediation Services under NAICS Code 562910, in support of the US Army Corps of Engineers Omaha District (USACE) and its customers located anywhere within the USACE Northwestern Division boundaries and all existing Omaha District customer locations. The contract resulting from this solicitation will include both the cost reimbursable and firm fixed price features.

(End of Provision)

***52.222-24 – Preaward On-Site Equal Opportunity Compliance Evaluation (Feb 1999)***

***52.222-46 – Evaluation of Compensation for Professional Employees (Feb 1993)***

***252.227-7016 – Rights in Bid or Proposal Information (JUN 1995)***

(a) Definitions.

(1) For contracts that require the delivery of technical data, the terms "technical data" and "computer software" are defined in the Rights in Technical Data -- Noncommercial Item clause of this contract or, if this is a contract awarded under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software -- Small Business Innovative Research (SBIR) Program clause of this contract.

(2) For contracts that do not require the delivery of technical data, the term "computer software" is defined in the Rights in Noncommercial Computer and Noncommercial Computer Software Documentation clause of this contract or, if this is a contract awarded under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software -- Small Business Innovative Research (SBIR) Program clause of this contract.

(b) Government rights prior to contract award. By submission of its offer, the Offeror agrees that the Government --

(1) May reproduce the bid or proposal, or any portions thereof, to the extent necessary to evaluate the offer.

(2) Except as provided in paragraph (d) of this clause, shall use information contained in the bid or proposal only for evaluational purposes and shall not disclose, directly or indirectly, such information to any person including potential evaluators, unless that person has been authorized by the head of the agency, his or her designee, or the Contracting Officer to receive such information.

(c) Government rights subsequent to contract award. The Contractor agrees --

(1) Except as provided in paragraphs (c)(2), (d), and (e) of this clause, the Government shall have the rights to use, modify, reproduce, release, perform, display, or disclose information

contained in the Contractor's bid or proposal within the Government. The Government shall not release, perform, display, or disclose such information outside the Government without the Contractor's written permission.

(2) The Government's right to use, modify, reproduce, release, perform, display, or disclose information that is technical data or computer software required to be delivered under this contract are determined by the Rights in Technical Data -- Noncommercial Items, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation, or Rights in Noncommercial Technical Data and Computer Software -- Small Business Innovative Research (SBIR) Program clause(s) of this contract.

(d) Government-furnished information. The Government's rights with respect to technical data or computer software contained in the Contractor's bid or proposal that were provided to the Contractor by the Government are subject only to restrictions on use, modification, reproduction, release, performance, display, or disclosure, if any, imposed by the developer or licensor of such data or software.

(e) Information available without restrictions. The Government's rights to use, modify, reproduce, release, perform, display, or disclose information contained in a bid or proposal, including technical data or computer software, and to permit others to do so, shall not be restricted in any manner if such information has been released or disclosed to the Government or to other persons without restrictions other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the information to another party or the sale or transfer of some or all of a business entity or its assets to another party.

(f) Flowdown. The Contractor shall include this clause in all subcontracts or similar contractual instruments and require its subcontractors or suppliers to do so without alteration, except to identify the parties.

(End of Clause)

***52.232-13 – Notice of Progress Payments (Apr 1984)***

***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:

U.S. Army Corps of Engineers, Omaha District  
CENWO-CT-H (Hadley)  
106 South 15<sup>th</sup> Street, Old Federal Building – 3<sup>rd</sup> Floor  
Omaha, NE 68102-1618

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

(End of Provision)

***52.237-10 – Identification of Uncompensated Overtime (Oct 1997)***

***52.252-1 – Solicitation Provisions Incorporated by Reference (Feb 1998)***

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://web2.deskbook.osd.mil/default.asp>  
<http://farsite.hill.af.mil>

(End of Provision)

## 1. Proposal Information -

There are no drawings associated with this Request for Proposal. Copies of the solicitation are available by **INTERNET ACCESS ONLY**. All solicitation documents will be posted to the Omaha District's Advertised Solicitation website. The **website address is:**

<http://ebs.nwo.usace.army.mil>

**All amendments will be posted to this website. It shall be the contractor's responsibility to check the website for any amendments.** The offeror shall submit in the proposal all requested information specified in this section of the Request for Proposal (RFP) solicitation. There will be no public opening of the proposals received as a result of this solicitation.

### 1.1. Contractual And Technical Points Of Contact -

Contractual:

**Michael Duffy**

Mailing Address:

U.S. Army Corps of Engineers, Omaha District

Attn: CENWO-CT-H (Michael Duffy)

106 South 15<sup>th</sup> Street, Old Federal Building 3<sup>rd</sup> Floor

Omaha, NE 68102-1618

Phone: (402) 221-3708 Fax: (402) 221-4199

E-mail: [Michael.R.Duffy@usace.army.mil](mailto:Michael.R.Duffy@usace.army.mil)

Technical:

**Steve Ott**

Mailing Address:

U.S. Army Corps of Engineers, Omaha District

Attn: CENWO-PM-HC (Steve Ott)

106 South 15<sup>th</sup> Street

Omaha, NE 68102-1618

Phone: (402) 221-7670 Fax: (402) 221-7796

E-mail: [Steven.L.Ott@usace.army.mil](mailto:Steven.L.Ott@usace.army.mil)

**NOTE:** All questions and/or comments should reach the above referenced Contracting Office no later than ten (10) working days prior to the date set for receiving proposals in order that they may be given consideration or actions taken prior to receipt of offers.

### 1.2. Proposal Expenses and Pre-contract Costs -

This Request for Proposal (RFP) does not commit the Government to any costs incurred in the preparation and submission of a proposal or for any other costs incurred by any firm submitting a proposal in response to this solicitation.

### **1.3. Method Of Procurement -**

**1.3.1.** The U.S. Army Corps of Engineers, Omaha District, intends to conduct this acquisition by use of a Competitive Source Selection Procedure under Full and Open Competition procedures in accordance with the provisions set forth in the Request for Proposal (RFP). From this solicitation, one (1) contract may be awarded for a Indefinite Delivery/Indefinite Quantity Type Contract with both Firm-Fixed Price and Cost-Reimbursable Fixed-Fee Features for sites located anywhere within the USACE Northwestern Division boundaries and existing Omaha District customer locations to the offeror submitting a proposal determined to be most advantageous to the Government; price, and other factors considered. In any case, the Government may not award any contract if the resulting contract would not represent a "best value" to the Government using trade-off selection procedures as required by the DFARS using guidance as prescribed by AMC Pamphlet 715-3. It is strongly suggested that the provisions stated in the proposal information be fully studied prior to assembly of the proposal.

**1.3.2.** Note specifically that the offeror **will not be participating in a sealed bid procurement process** under this acquisition method. Issuance of this Request for Proposal does not constitute an award commitment on the part of the Government.

**1.3.3.** Proposals must set forth full, accurate, and complete information as required by this RFP, (including attachments). The penalty for making false statements is prescribed in 18 U.S.C. 1001.

**1.3.4.** The Government reserves the right to discuss aspects of proposals with offerors in the competitive range, if one is determined to be necessary, upon completion of the evaluation, and to award a contract to other than the offeror submitting the lowest priced offer. Offerors are advised that the Government may make award without discussions, clarifications or any contact concerning the proposals received. Therefore, proposals should be submitted initially on the most favorable terms from a price and technical standpoint. Do not assume that offerors will be contacted or afforded an opportunity to clarify, discuss or revise their proposals.

### **1.4. Proposal Submittals -**

Due to heightened security at Government installations, those offerors who have their proposals hand-delivered shall contact Michael Duffy, Contract Specialist, at (402) 221-3708 or (402) 221-4100 prior to delivering to the address shown below. On the date specified, and thirty minutes prior to the time specified on Standard Form SF 1442, Page 00010-1, Item 13A, a Contracting representative will be in the lobby to accept proposals. At the time specified on Standard Form SF 1442, Page 00010-1, Item 13A, it will be announced that receipt of proposals is closed. Official time will be established by the clock located in the area where the proposals are received.

**As stated on Standard Form SF 1442: Proposals will be received until 1530 hours (3:30 p.m.) Central Time on 29 March 2002 at:**

U.S. Army Corps of Engineers, Omaha District  
ATTN: CENWO-CT-H (Duffy)  
106 South 15th Street, Old Federal Building 3<sup>rd</sup> Floor  
Omaha, NE 68102-1618

## 2. Proposal Format -

### 2.1. Basic Proposal Information -

All proposals shall contain the information listed below and as required by this solicitation and be bound into volumes with a cover sheet displaying the RFP number, contractor name, and an index of the sections of each volume. Proposal clarity, organization and the overall page limitation are required. The entire proposal shall be limited to the maximum number of pages identified in Paragraph 2.2. The volumes shall include, as a minimum, the following:

(a) Volume number on proposal cover.

(b) The prime, consortium, or joint venture's name, address, a signature of the official that can bind the firm, and a telephone number shall appear in the lower left corner of the cover page and table of contents of any document/volume to be evaluated. Proposal volume cover format is at the offerors discretion so long as the information required by this paragraph and subsequent paragraphs are met.

(c) Table of contents and a cross-reference to the solicitation paragraphs.

(d) List of tables/figures, volume number, section and date submitted shall appear in the bottom right corner of each page (along with the revision number for the amended page, if necessary).

### 2.2. Page Limitation -

The number of pages per section shown in Table 1 may be varied by the offeror to suit its needs for certain identified sections, however, the total number of pages for the proposal submitted may not exceed **one hundred ten (110) pages. In addition, large business is allowed up to Ten (10) additional pages for a total of one hundred twenty (120) pages for the additional requirement that large business submit small business utilization information as required in this Section L.** These are the **maximum** limits for each proposal, depending on the size of the business. **The pages designated for small business utilization information may only be used for that section and excess pages cannot be used to present other information.** The specific information as listed in the note below will be excluded from the total number of pages.

**NOTE: The items that are excluded from the page count are the Proposal Cover; the Table of Contents; the List of Tables/Figures; Separator Tabs; and all of Volume II.**

Each page should be numbered consecutively within each section. The page size of the Offeror's proposal shall not exceed an 8-1/2 inch by 11-inch sheet of paper. Please refer to Section I, FAR 52.204-4 for printing/duplicating instructions.

**NOTE: Double sided copies are considered as two pages.**

Page limitation shall include typewritten text pages, charts, graphs, figures, diagrams, schematics, etc., aside from those items specifically stated as exempt from the page count. Outlines and other similar information documents shall be included as numbered pages - no exceptions. When included, foldout pages shall fold entirely within the volume. Each 8-1/2 inch by 11-inch section of foldout shall count as one page. The volumes are limited to single spaced

typewritten pages using 10 or 12 characters per inch, 12-point proportional font or equivalent as the "normal" size standards for text.

**NOTE: Large businesses having proposals that exceed one hundred twenty (120) pages, or small businesses having proposals that exceed one hundred ten (110), will have only those pages that are within the required limits evaluated. All information appearing thereafter will not be evaluated.**

**NOTE: The special notation on the utilization of small business section, i.e.: large business may not utilize unused pages from this section to supplement information required for other sections. If large businesses do take advantage of unused pages from this section for other sections, the excess pages will not be evaluated. Small business will receive the highest rating for this section.**

**2.3. Format -**

The offeror shall submit **one (1) original** and **seven (7) copies** of their proposal in the format shown below:

<b>Table 1 - Proposal Format</b>			
<b>Proposal Document</b>	<b>Maximum Page Limit (Large/Small Business)</b>	<b>Required Number of Proposals</b>	
		<b>Original</b>	<b>Copies Required</b>
<b>Volume I, Section I: Previous Experience, Personnel, and Organization</b>	<b>55/55</b>	<b>1</b>	<b>7</b>
TAB 1/Summary of Previous Experience - HTRW & OE Projects			
TAB 2/Resumes of Key Personnel For This Contract			
TAB 3/ Organizational Structure of the Proposed Team			
<b>Volume I, Section II – Past Performance</b>	<b>25/25</b>	<b>1</b>	<b>7</b>
Tab 1/Past Performance Project Narrative with Points of Contact			
Tab 2/Past Performance with Regulators Including Points of Contact			
<b>Volume I, Section III – Corporate Technical Plans, Practices, and Procedures</b>	<b>30/30</b>	<b>1</b>	<b>7</b>
Tab 1/Quality Assurance/Quality Control Program and Corporate Business Practices			
Tab 2/Laboratory Plan			
Tab 3/Safety and Health Program			
<b>Volume I, Section IV – Utilization Of Small Business Concerns (To be completed by Large Business only).</b>	<b>10/0 (This section does not apply to small business)</b>	<b>1</b>	<b>7</b>
<b>Note: The offeror/large business <i>shall not</i> utilize unused pages from this section to supplement other sections.</b>			
Tab 1/Small Business Subcontracting Past Performance			
Tab 2/Proposed Subcontracting Opportunities			
<b>Maximum Number of Pages Evaluated for Volume I</b>	<b>120/110 pages</b>	<b>1</b>	<b>7</b>

<b>Volume II, Section I - Contractor Information &amp; Certifications</b>	<b>NC</b>	<b>1</b>	<b>7</b>
Tab 1/SF 33, Solicitation, Offer, and Award (Section A)			
Tab 2/Representations and Certifications (Section K)			
Tab 3/Audit Information			
<b>Volume II, Section II – Cost Information and Assumptions</b>	<b>NC</b>	<b>1</b>	<b>7</b>
Tab 1/Assumptions			
Tab 2/Supplies or Services and Prices/Costs (Section B) & Cost Pool Information			
Tab 3/Cost Proposal			
<b>Maximum Number of Pages Evaluated for Volume II</b>	<b>NC</b>	<b>1</b>	<b>7</b>

**\*NC – not counted in total page limitation.**

### **3. Volume Content –**

Proposals submitted in response to this solicitation shall consist of the contents required in the sub-paragraphs described below:

#### **3.1. Volume I, Section I – Previous Experience, Personnel, and Organization**

##### **3.1.1. Volume I, Section I, Tab 1 – Previous Experience – HTRW & OE Projects**

Provide at least five (5) and not more than ten (10) examples of completed projects which should demonstrate the offeror's and its team members' experience in performance of the work similar to that described in Paragraphs 1 and 2 of Section C of this solicitation. The projects must have been **completed** within the last three (3) years. **The Government has provided a sample Previous Experience Form as provided in Section J of this solicitation for usage by the offeror.** The offeror may provide additional narrative on any or all projects provided the offeror does not exceed the page count as specified in Section L paragraph 2.2. It is suggested that the offeror include their past performance information in their proposal in case one or more of the owner/client(s) does not respond with past performance information in a timely manner. The offeror should present projects which demonstrate its experience in project management and execution of Hazardous, Toxic, and Radioactive Waste (HTRW) and Ordnance Explosive (OE) sites, site investigations/characterizations, studies, evaluations, designs, chemical testing, operation and maintenance, sampling, remediation of contaminated sites, and other related experience. The offeror may include both federal and commercial work. The offeror must indicate whether it was prime or subcontractor on each project. If the offeror was the prime contractor, the offeror shall also describe its primary role/duties in execution of the work (i.e. the major components of the project which were completed by the prime's staff and major components which were subcontracted out). The offeror shall also provide information on the project as to the size, complexity, and distinctive and/or unique features of the project. The offeror should provide specific information to demonstrate that it has relevant experience to all of the possible activities for this project as listed in Paragraphs 1 and 2 of Section C of this solicitation.

### **3.1.2. Volume I, Section I, Tab 2 – Resumes Of Key Personnel for This Contract**

**3.1.2.1. Key Management Personnel** – The offeror shall provide the resumes of the key management personnel, which it expects will execute the work that may be awarded under this contract. Specifically, the offeror shall provide a resume for the following six (6) key individuals. The resumes should clearly display proposed job title, education, special qualifications and experience record showing title, specific duties, responsibilities and assignments within at least the last five years. The purpose of this submittal is to identify the level of expertise available for this contract. **After contract award, replacement of any key personnel shall be approved by the Contracting Officer after verifying that they meet or exceed the requirements of the solicitation. If further key management personnel are required to perform any work under this contract, the contractor will be required to submit their resumes for approval by the Contracting Officer.** The following key personnel shall be identified:

(1) **Program Manager** - The offeror shall designate one individual as the Program Manager that will be assigned to this contract. The Program Manager shall be competent, experienced, and knowledgeable in the field of HTRW and OE sites. The Contractor shall designate a Program Manager to act as a single point of contact (POC) for coordination with USACE. The Program Manager shall be responsible for the overall management of the contract including cost, schedule, and technical quality. The Program Manager shall take immediate corrective action when performance is not acceptable to USACE. The Contractor shall oversee the development and implementation of record keeping, administrative and quality control, and programs. The Program Manager shall have, as a minimum, the following qualifications:

A college degree in engineering, construction management, geology, chemistry, or related field.

Professional registration, in their respective field, where applicable or available.

Five (5) years experience in Program Management for other contracts/programs with a minimum of three (3) years working experience in HTRW and OE sites.

Working knowledge of applicable federal, state, and local laws, regulations, and guidance.

(2) **Contractor Quality Control Supervisor** - The Contractor shall provide a minimum of three (3) resumes and a maximum of five (5) for individuals who are trained within their organization to be responsible for overall management of Contractor Quality Control (CQC) and have the authority to act in all CQC matters. The QCS shall have appropriate education and experience in the specialized area identified in the Task Order, e.g., chemistry, geology, or hydrogeology. The QCS is responsible to insure compliance with the requirements identified in the statement of work and the Contractor Quality Control Plan. These persons shall be stationed at the project site whenever work is in progress. The need for an on-site QCS will be defined in the Scope of Work for the project specific Task Order. The minimum qualifications of the QCS shall include:

A minimum of three (3) years working experience in quality control in the chemical/hazardous waste remediation.

Demonstrable expertise in on-site laboratory techniques.

Working knowledge of applicable federal, state, and local occupational safety and health regulations.

Formal education or training in field sampling at HTRW.

Experience with QA/QC for remedial design and actions.

(3) **Certified Industrial Hygienist** - The Contractor shall designate and utilize one individual as the certified industrial hygienist (CIH) to develop, implement, and oversee all safety and health related aspects of HTRW and OE work under this Contract. The minimum qualifications of the CIH shall include:

The CIH shall be an Industrial Hygienist certified by the American Board of Industrial Hygiene (ABIH).

A minimum of a 4-year college degree in a related field from an accredited postsecondary institution.

A minimum of three (3) years working experience in HTRW and OE site activities.

Demonstrable experience in air monitoring techniques and in development of respiratory protection and personal protective equipment programs for working in potentially toxic atmospheres and confined spaces.

Working knowledge of applicable federal, state, and local occupational safety and health regulations.

(4) **Senior UXO Supervisor** - The offeror shall designate three individuals to be their Senior UXO Supervisors. These individuals will be a graduate of the U.S. Army Bomb Disposal School, Aberdeen Proving Grounds, MD or U.S., Naval EOD School, Indian Head, MD. These individuals will have at least 15 years UXO experience, which may be a combination of active duty military EOD and contractor UXO experience, and will include experience in supervisory positions. A SUXOS must be able to fully perform all of the functions enumerated for UXO Sweep Personnel and UXO Technicians I, II, and III.

The SUXOS is required to perform the following functions: Planning, coordinating, and supervising all contractor on-site UXO activities; preparation of standard operating procedures (SOPs) for UXO operations ensuring compliance with DOD directives as well as local, state, and federal statutes and codes; and certification of Ammunition, Explosives, and Dangerous Articles (AEDA) and/or range scrap as ready for turn-in or disposal in accordance with current policies. The SUXOS must also be fully capable of supervising multiple project teams which may be performing UXO and UXO related activities (e.g., vegetation clearance; land surveying; reconnaissance and classification of UXO, pyrotechnic items, and military explosives and demolition materials; locating surface and subsurface UXO; destroying UXO and OE by burning or detonation; and/or transporting and storing UXO and explosives material).

(5) **UXO Quality Control Supervisor** - The offeror shall designate three individuals to be their UXO Quality Control Supervisors. These individuals will have the same minimum qualifications as a UXO Technician III. In addition, these individuals will have documented Quality Control Training. These individuals must be able to fully

perform all functions enumerated for UXO Sweep Personnel and UXO Technicians I, II, and III. These individuals must have the specific training, knowledge, and experience necessary to implement the contractor's QC plans. In addition, the UXOQCS must have the ability to implement the UXO specific sections of the Quality Control Program for all OE related evolutions; conduct quality control inspections of all UXO and explosives operations for compliance with established procedures; and direct and approve all corrective actions to ensure all OE related work complies with contractual requirements.

(6) **Senior Contracts Manager** - The Contractor shall designate one individual to perform the function of Senior Contracts Manager who will ensure that all acquisition and contract management related to this contract (including subcontracts, purchases, rental agreements, subcontract modifications, tracking procurements, maintaining inventory property lists etc.) are performed in accordance with all terms of this Contract. Also where applicable, the Contractor will be responsible for compliance with federal, state, and local laws and regulations related to contract management and acquisition. The Senior Contracts Manager shall have, as a minimum, the following qualifications:

A college degree including or supplemented by at least 24 semester hours in accounting, economics, business law, procurement, or management related studies. Alternatively, the Senior Contracts Manager may have completed an examination equivalent to a Certified Professional Contracts Manager through the National Contracts Management Association.

Four (4) years of contract and acquisition management experience in a position of increasing complexity and responsibility.

Training in acquisition, contract administration, cost and price analysis related to federal acquisition and firm-fixed price as well as cost-reimbursable contracting experience.

**3.1.2.2. Other Key Personnel** – The offeror shall provide the resumes of all other key personnel, which it expects will execute a substantial portion of the work that may be awarded under this contract. Specifically, the offeror shall provide a resume(s) for the following six (6) key positions. The resumes should clearly display proposed job title, education, special qualifications and experience record showing title, specific duties, responsibilities and assignments within at least the last five years. The purpose of this submittal is to identify the level of expertise available for this contract. **After contract award, replacement of any key personnel shall be approved by the Contracting Officer. If further key personnel are required to perform any work under this contract, the contractor will be required to submit their resumes for approval by the Contracting Officer.** The following key personnel shall be identified:

(1) **Project Manager(s)** – The Contractor shall provide a minimum of three (3) resumes and a maximum of five (5) for individuals who are trained and experienced as a Project Manager (PM). For each Task Order issued, the Contractor shall designate a PM. The Contractor shall identify the PM and the PM's qualifications; experience and performance history shall be satisfactory to the CO before issuance of the Task Order. The PM shall serve as the single point of contact for the Task Order, and shall be responsible for the management of work, approved plans, and all federal, state, and local laws and regulations. The PM shall also maintain close communication and coordination with USACE for the duration of the project, including monthly progress and detailed cost reporting. The Project Manager will have, as a minimum, the following qualifications:

A college degree in engineering, construction management, geology, chemistry, or related field and professional registration.

Professional registration, in their respective field, where applicable or available.

A minimum of five (5) years Project Management experience, with a minimum of three (3) years in HTRW. For Task Orders predominately OE, the Project Manager is required to have a minimum of three (3) years Project Management experience in OE.

Working knowledge of applicable federal, state, and local laws, regulations, and guidance.

(2) **UXO Safety Officer** – The offeror will designate three individuals for this position. The individuals will have the same minimum qualifications as a UXO Technician III. In addition, these individuals will have the specific training, knowledge, and experience necessary to implement the SSHP and verify compliance with applicable safety and health requirements. These individuals must be able to perform all functions enumerated for UXO Sweep Personnel and UXO Technicians I, II, and III.

The UXOSO must have the ability to implement the approved explosives and UXO safety program in compliance with all DOD, federal, state, and local statutes and codes; analyze UXO and explosives operational risks, hazards, and safety requirements; establish and ensure compliance with all site specific safety requirements for UXO and explosives operations; enforce personnel limits and safety exclusion zones for UXO clearance operations, UXO and explosives transportation, storage, and destruction; conduct safety inspections to ensure compliance with UXO and explosives safety codes; and operate and maintain air monitoring equipment required on-site for airborne contaminate(s). The UXO Safety Officer will have the authority to shut down site operation that violates Health and Safety until corrected.

(3) **Regulatory Specialist** - For all Task Orders, the Contractor shall designate a single Regulatory Specialist (RS). The Contractor shall designate a single point of resource for all regulatory matters and complete manifest requirements as specified herein and with the approved statement of work, Contractor's approved Site Safety and Health Plan (SSHP), Quality Assurance Project Plan (QAPP), Sampling Analysis Plan (SAP), Work Management Plan (WMP), and all federal, state, and local laws and regulations. The Contractor shall coordinate review and approval procedures for all manifests. The Regulatory Specialist shall have, as a minimum, the following qualifications:

Training and current certification under 49 CFR 172, Subpart H,

Sixteen (16) hours training on the requirement of 40 CFR 262- Standards applicable to Generators of Hazardous Waste,

Eight (8) hours training on Land Disposal Restrictions (LDR) requirement of 40 CFR 268,

A minimum of three (3) years specialized experience in the accumulation, manifesting and shipment of hazardous waste,

The capability to identify all required permits.

(4) **Safety and Health Officer (SSHO)** - The Contractor shall provide a minimum of three (3) resumes and a maximum of five (5) for individuals who are trained and experienced as a SSHO to ensure that all elements of the approved SSHP are implemented and enforced on-site. The minimum qualifications of the SSHO will include:

A minimum of two (2) years working experience at hazardous waste sites where EPA Level C and Level B personal protective equipment was required.

Specialized training in personal and respiratory protective equipment, program implementation, and in proper use of air monitoring instruments, air sampling methods, and interpretation of results.

Certification of training in First Aid and CPR by a recognized organization such as the American Red Cross.

Working knowledge of applicable federal, state, and local occupational safety and health laws, regulations, and guidance.

Authority to shut down the site work when Health and Safety becomes an issue.

(5) **Risk Assessor** - The Contractor shall designate and utilize a Risk Assessor who shall ensure that all risk assessment (human health and ecological) goals of the task order are attained. The Risk Assessor shall have, as a minimum:

An advanced degree in toxicology, environmental toxicology, or a closely related field, to include public health, environmental health, epidemiology, industrial hygiene, environmental engineering, or environmental science.

A Ph.D. in the appropriate field shall have three (3) years of experience performing risk assessments at HTRW and/or OE sites, or a MS in the appropriate field shall have five (5) years of experience performing risk assessments at HTRW and/or OE sites.

Working knowledge of Federal and State Regulations and Guidance dealing with risk assessments.

(6) **UXO Technician III** - The offeror shall provide a minimum of three (3) and a maximum of five (5) resumes for the UXO Technician III personnel that will be assigned to this contract. These individuals shall be a graduate of the U.S. Army Bomb Disposal School, Aberdeen Proving Grounds, MD or U. S. Naval EOD School, Indian Head, MD. This individual will have at least 10 years combined active duty military EOD and UXO experience in OE clearance operations and supervising personnel. The UXO Technician III must be able to fully perform all functions enumerated for UXO Sweep Personnel, UXO Technicians I and II.

The UXO Technician III is required to perform the following functions: Supervising and performing on-site disposal of OE; preparing explosives storage plans in accordance with all applicable guidance; preparing required OE administrative reports; preparing SOPs for on-site OE operations; performing risk hazard analyses; conducting daily site safety briefings; and supervising the conduct of all on-site evolutions directly related to OE operations.

**Note: Resumes of other personnel (i.e., UXO Personnel, Hydrogeologist, Chemist, Engineers, Project Geophysicist, Field Staff, etc.) may be required as part of task order proposals to verify that they meet the qualifications of the solicitation specified in Section C.**

### **3.1.3. Volume I, Section I, Tab 3 – Organizational Structure of the Proposed Team**

**3.1.3.1.** The organizational structure of the offeror's proposed team (all subcontractors shall be included in this organizational structure, including the analytical laboratories) for this project shall be outlined through a narrative and a diagrammed organizational chart. Key sub-organizations such as chemistry, safety, project management, engineering, construction, etc., shall be shown and briefly described. The relationship of these capabilities to the offeror shall be described; i.e. owned, subcontracted effort, joint venture, member of consortium, etc. The corporate/organizational narrative should include a brief list of the projects, which have been executed under this organizational structure and the length of time the sub-organization(s) not owned by the offeror has been a part of the organizational structure (or the team). It is important that the offeror clearly define the organizational roles/responsibilities and the contractual/legal responsibilities of the team or joint venture units and briefly describe how the project(s) will be accomplished under the proposed organizational structure.

**3.1.3.2.** Small Businesses are encouraged to form teaming arrangements, joint ventures, or consortiums involving two or more small businesses. For consolidated acquisitions, the size standard is applied to the individual person or concerns, not to the combined assets of the joint venture. Note: This type of strategy allows members of the Small Business Community to leverage their capabilities to participate at the prime level without invalidating their status as small businesses.

## **3.2. Volume I, Section II, - Past Performance**

### **3.2.1. Volume I, Section II, Tab 1 – Past Performance Project Narrative With Points Of Contact**

The offeror shall provide past performance information for each project listed in the offeror's experience in response to Section L, Paragraph 3.1.1 of this solicitation. The title of the project shall be consistent with the project experience description as required in Section L, Paragraph 3.1.1. of this solicitation **The offeror shall use the same or similar format to the Owner/Client Past Performance Survey sample form as found in Section J of this solicitation.**

#### **3.2.1. Owner/Client Past Performance Survey Forms**

The information provided by the owner/client past performance survey forms shall be used in evaluating the offeror's past performance. For each of the projects submitted in Volume I, Section I, Tab 1 - Summary of Previous Experience - HTRW & OE Projects of their proposal, the offeror shall provide at least one (1) point of contact (POC) with the customer (and prime contractor if appropriate). The POCs **may be contacted** to assess the scope of work performed and to evaluate performance of the projects listed under the previous experience tab of Section I under this Volume I, if necessary. The offeror shall

distribute copies of the offeror's completed project experience forms and the blank owner survey forms (provided in Section J of this solicitation). The owner survey form shall be distributed to the owner/client (of that particular project) by the offeror. The owner survey form should be returned by the owner/client directly to the Government Contracting Specialist – Michael R. Duffy at the address given for proposal submission in Paragraph 1.4 of Section L or by email to Michael.R.Duffy@usace.army.mil. **Submission shall be received by the proposal due date for receipt as stated in Paragraph 1.4 of this Section L.** The Government shall evaluate the Past Performance survey page(s) **filled out by the owner/client** for this past performance section only. These pages will not be counted as part of the contractor's proposal pages. If the owner/client provides duplicate copies of the previous experience information, the pages will not be counted again nor will they be reevaluated.

### **3.2.2. Past Performance Evaluation**

During past performance evaluation, the Government reserves the right to look outside of the proposals for past performance information of the offeror. The Government will consider information submitted by the offeror, as well as any other relevant and reliable information obtained from any other source (including information from Government personnel and databases). The Government will evaluate the currency and relevancy of the information, the source of the information, and general trends in performance, along with any other information, which may help the Government assess performance risk. Information on significant problems encountered, customer dissatisfactions, and corrective actions taken should be provided. This comparative assessment of past performance is separate from the responsibility determination.

The Government intends to assess the relative risks associated with the offeror's performance based on the past performance information provided in the proposal.

A significant achievement, unexplained or unresolved problem, or lack of relevant data may significantly impact the risk rating by the Source Selection Evaluation Board (SSEB). Therefore, it is incumbent upon the offeror to include all relevant information, including demonstrated corrective actions, in its proposal.

In addition to the project information requested in this section, the offeror shall also provide notification and information concerning any projects where its right to proceed was terminated for default during the last three (3) years, or so state that there were none.

Offerors that have no past performance record will be given a neutral performance risk rating. In rating past performance, the SSEB may consider available past performance information on predecessor companies, employment histories of key personnel, or major subcontractors performing key elements of the project.

### **3.2.2. Volume I, Section II, Tab 2 - Past Performance With Regulators Including Points Of Contact**

The offeror shall provide a narrative of its past performance in working with regulators with points of contact for those projects listed under Volume I, Section I, Tab 1 - Summary of Previous Experience - HTRW & OE Projects of their proposal. Include information to demonstrate the offeror's ability to create and maintain a cooperative working environment with State and U.S. Environmental Protection Agency regulators. The offeror should provide information, which demonstrates experience with submitting accurate and timely reporting/regulatory submittals in accordance with regulatory requirements. The offeror should also provide points of contact to Government so that the information provided can be independently verified. Regulatory POCs **may be contacted** to obtain safety and environmental compliance information. Also, the offeror shall provide information on all environmentally reportable incident violations and environmental notice of violations in the past three (3) years, or so state that there were none.

### **3.3. Volume I, Section III – Corporate Technical Programs, Practices, and Plans**

#### **3.3.1. Volume I, Section III, Tab 1 – Quality Assurance/Quality Control Program and Corporate Business Practices**

The offeror shall provide a narrative of its corporate Quality Assurance/Quality Control (QA/QC) Program and its business practices, which demonstrates adherence to the QA/QC Program. The offeror shall also describe its data management experience and procedures used to maintain quality and accuracy of data from generation to reporting.

#### **3.3.2. Volume I, Section III, Tab 2 – Laboratory Plan**

The offeror shall provide a narrative of its relationship/contractual agreements with proposed laboratories (must provide a primary laboratory and at least one alternate laboratory that the offeror intends to use). The offeror shall provide each laboratory's name and address. The offeror shall also include the types of analyses each laboratory can perform with the Method Detection Limits (MDLs) and the Laboratory Reporting Limits (LRLs), the sample capacity available, a list of certifications, which shall include validation that the laboratory is certified (USACE, National Environmental Laboratory Accreditation Program (NELAP), or State certified) and the offeror shall provide a narrative describing the laboratory's QA/QC Program. The offeror shall describe procedures utilized for real-time corrective actions during the sample receipt and analysis process. The offeror shall also describe the laboratory data package and ability to produce a data package in an electronic format.

#### **3.3.3. Volume I, Section III, Tab 3 – Safety and Health Program**

The Contractor shall provide a narrative to describe its ongoing and successful execution of their Safety and Health Program, addressing items such as training, the number of current Safety and Health professionals and type, and the procedures used in the preparation and implementation of a Site Safety and Health Plan for an HTRW site. For the OE element, the offeror shall provide an example of a Conventional Explosives Safety Submission as described in Data Item Description OE-060 which can be found at the following web address <http://www.hnd.usace.army.mil/ow/policy/dids/didindx.html>. The offeror shall provide a signed certification sheet stating that the offeror has developed and implemented a Safety and Health Program in accordance with OSHA

regulation 29 CFR 1926.65(b) and a Table of Contents of the required written Safety and Health Program. The offeror shall also certify that the Health and Safety supervision is performed by a Certified Industrial Hygienist (CIH) (the CIH should have at least 3 years of site experience in the HTRW and/or OE field). The offeror shall also provide a list of OSHA violations and reported accidents in the past five (5) years, or so state that there were none.

### **3.4. Volume I, Section IV - Utilization of Small Business Concerns**

#### **(THIS SECTION NEED ONLY BE COMPLETED BY LARGE BUSINESSES)**

##### **3.4.1. Volume I, Section IV, Tab 1 - Small Business Subcontracting Past Performance**

Large business concerns as defined by FAR Clause 52.219-1, "SMALL BUSINESS PROGRAM REPRESENTATION." (see Section K), should submit their subcontracting compliance on previous projects identified under the Previous Experience-HTRW Projects paragraphs. As a minimum, the offeror shall provide past performance information on at least three (3) recent (within the last 3 years) contracts and no more than eight (8) recent (within the last 3 years) contracts, which required an approved subcontracting plan and are physically complete. This description shall include as a minimum: the project name; the contract number; the amount of the contract; the Governmental agency that administered the plan and a point of contact with their telephone number, fax number and email address, if available; a point of contact from the firm which administers the plan internally with their telephone number, fax number and email address, if available; the individual responsible for the administration of the subcontracting plan with their address, phone number, fax and email address, if available; the proposed goal percentages for each member of the Small Business Community (small business (SB), small disadvantaged business (SDB), woman-owned small business (WOSB), historically black colleges and universities and minority institutions (HBCU/MI), and service-disabled veteran-owned small business (SDVOSB)), along with the actual percentages reached on each project; and any letters/memorandums that document or record subcontracting performance, compliance or surveillance visits. This requirement may be supported by using copies of the U.S. Government Standard Form 294, filled out completely.

##### **3.4.2. Volume I, Section IV, Tab 2 - Proposed Subcontracting Opportunities**

Large business concerns shall also submit a narrative description of the types of services the firm proposes to subcontract with small business (SB), small disadvantaged business (SDB), woman-owned small business (WOSB), historically black colleges and universities and minority institutions (HBCU/MI), and service-disabled veteran-owned small business (SDVOSB), along with the proposed percentages of their participation, to demonstrate a plan to meet the subcontracting goals that will apply to these contracts. If practical, the offeror will provide specific information on proposed subcontracted effort for this project.

###### **3.4.2.1. Small Business Subcontracting Plan**

If the firm proposing on this solicitation is a large business concern in accordance with the definition as identified in FAR Clause 52.219-1, "SMALL BUSINESS PROGRAM REPRESENTATION." (see Section K), upon selection the

firm must submit a subcontracting plan which must be approved by the Contracting Officer prior to contract award in accordance with FAR Clause 52.219-9, "SMALL BUSINESS SUBCONTRACTING PLAN," (see Section I). The goals established for small business, small disadvantaged business, woman-owned business, and HUBZone business participation are as follows:

- Small business - 61.4%
- Small Disadvantaged Business - 9.1%
- Woman-Owned Small Business - 5.0%
- HUBZone Business - 2.5%
- Service-Disabled Veteran-Owned Small Business 3.0%
- Historically Black Colleges/Minority Institutions 10.0%\*

\*Non-Construction Only

**NOTE: All small business concerns as defined in the applicable FAR provisions referenced above are exempt from submitting small business subcontracting information.**

### **3.5. Volume II, Section I - Contractor Information And Certifications**

This solicitation provides the offeror a sample project in Section J of this solicitation upon which the offeror is to use as a basis for providing cost information. The intent of the Government is to determine the reasonableness and affordability of each offeror over the life of the contract. The Government will determine whether the costs are realistic for the work to be performed, whether the offeror's understands the requirements, and whether the costs are consistent with the technical approach described in the sample project in Section J of this solicitation.

#### **3.5.1. Volume II, Section I, Tab 1 - SF33, Solicitation, Offer, and Award (Section A)**

The offeror shall fill out in its entirety all of Section A (SF33) that applies to the offeror and it shall be signed and dated by an official that is able to legally bind the company.

#### **3.5.2. Volume II, Section I, Tab 2 - Representations and Certifications (Section K)**

The offeror shall fill out in its entirety all of Section K that applies to the offeror. The offeror's responsibility will be reviewed in accordance with FAR Part 9.

#### **3.5.3. Volume II, Section I, Tab 3 – Audit Information**

The offeror shall provide the current (within the last year) audit report/ findings/letter and point of contact with phone number or email address from the offeror's Federal Government Cognizant Audit Agency that the offeror's accounting system has been approved and is adequate for cost-reimbursable contracts. If it has been over 12 months since the accounting system has been approved, the offeror shall also provide a statement that the accounting system has not changed since being

approved. If the accounting system has changed, the offeror shall provide a letter from the audit agency stating that it is currently going through the approval process and provide a point of contact and phone number of person conducting the audit from the cognizant audit agency. The Contracting Officer reserves the right to call the Contractor's cognizant audit agency to verify that the accounting system is still approved and adequate for cost-reimbursable contracts. In accordance with FAR 16.306(c), "no cost-plus-fixed-fee contract shall be awarded unless the contracting officer complies with all limitations in FAR 15.404-4(c)(4)(i) and 16.301-3". No award will be made to an offeror whose accounting system has not been determined to be adequate for cost-reimbursement contracts. This also affects subcontractors (team members) if the prime contractor anticipates awarding cost-reimbursement contracts to those subcontractors. If no cost-reimbursement contracts will be awarded to any of the prime contractor's subcontractors, the offeror will so state. If cost-reimbursement subcontracts are to be awarded, the offeror shall provide the same required information above from the subcontractors.

The offeror shall submit for themselves and for each proposed cost-reimbursement subcontractor (team member) statements certifying the most recent year for which final audited indirect rates have been determined by the offeror's and subcontractor's Federal Government cognizant audit agency. Additionally, the offeror shall provide the status of the audits of final indirect rates for any year(s) for which final rates have not been determined. The offeror and any subcontractors (team members) shall provide a point of contact by name and telephone number at the cognizant audit office that can confirm the status of any final indirect rate determinations.

### **3.6. Volume II, Section II – Cost Information and Assumptions**

#### **3.6.1. Volume II, Section II, Tab 1 – Assumptions**

The offeror shall provide and clearly describe all assumptions used when developing their cost proposal as though the offeror were submitting a proposal for a new cost-reimbursement fixed-fee construction task order for the sample project in Section J of this solicitation.

#### **3.6.2. Volume II, Section II, Tab 2 - Supplies or Services and Cost/Prices (Section B) & Cost Pool Information**

**3.6.2.1.** The offeror shall fill out in its entirety Section B. If the offeror has a different job title or if the offeror is proposing to use subcontracted labor in which the subcontractor uses a different job title for any of the listed employees, the offeror is instructed to add that job title to the most appropriate or similar job title listed in the table (i.e.: Clerical/Administrative Assistant). The rates proposed in this Section B will be the rates that the offeror will use for all firm-fixed price task orders issued in either the Base Period or the Option Period, if exercised.

**3.6.2.2.** Overhead, General and Administrative Costs, FCCOM, and any other cost pools shall be in accordance with the offeror's recent (i.e. within 1 year) audited rates, if available. If the offeror has had an audit within the last year, the offeror is instructed to provide a copy of the audit, include if available, any other rate information received from the Administrative Contracting Officer of the cognizant audit agency and will not be required to provide the breakdown of each of their cost pools. If the letter used in Volume II, Section I, Tab 4 contains the same information required here, the offeror shall cross-reference the letter here in Volume II, Section II, Tab 2. If the offeror

does not have a recent audit, the offeror shall provide detailed information showing cost accounts included in each of their cost pools in order to explain all overhead rates, G&A markups, labor burden (fringes), and any other pools. The composition of the base on which the pool is distributed shall also be shown. An example of a general and administrative expense rate computation is listed below and may be used as a guide. Note that the list is not inclusive of all allowable or unallowable costs:

Indirect Salaries	\$ 100,000	
Home Office Salaries	\$ 85,000	
Payroll Taxes	\$ 9,500	
Insurance	\$ 14,500	
Lease	\$ 35,000	
Utilities	\$ 14,000	
Repairs & Maintenance	\$ 6,500	
Interest Expense	-0- *	
Advertising	-0- *	
Office Supplies	\$ 1,500	
Personal Property Taxes	\$ 2,200	
Contributions	-0- *	
Depreciation Office Equipment	\$ 8,500	
Legal Fees	\$ 3,500	
Bad Debts	-0- *	
State Income Taxes	\$ 7,500	
<b>Total G &amp; A Expense</b>	<b>\$ 287,700</b>	
<b>Total Direct Labor</b>	<b>\$3,000,000</b>	
Add Labor Burden @ 35%	\$1,050,000	
Other Direct Costs	\$3,000,000	
<b>Total</b>	<b>\$7,050,000</b>	
Percentage Computation		
G & A Expenses	\$ 287,700	
	-----	= 4.08%
Base	\$7,050,000	

\* Examples of unallowable costs in accordance with FAR Part 31. All costs unallowable by FAR Part 31 should be removed from overhead pools before computation of the submitted rate.

The following definitions are provided to assist with this objective.

<b><u>DEFINITIONS:</u></b>	
Direct Costs -	Costs identified specifically with the contract.
Office Labor -	Labor used off the job site in preparing plans, reports, etc.
Field Labor (RT) -	Labor used during a normal 40-hour week.
Field Labor (OT) -	Overtime Labor

Per Diem -	Food and lodging for temporarily located employees
Office Equipment -	Home office equipment used for contract requirements.
Owned Field Equipment -	Contractor owned equipment used on the job site.
Leased Field Equipment - FOGM -	Rental Equipment used on the job site. Fuel, oil, gas, maintenance, tires and repair of construction equipment
Inventory - PPE - Expendables -	Disposable supplies Personnel Protective Equipment Small field purchases for items used at the job site
Analytical Lab -	Sub-Contract for chemical analysis of samples.
Other Contractor -	Sub-Contract for hauling, well drilling, or other services that are not normally performed by the Contractor.
Miscellaneous Sub-Contract -	Sub-Contract for services such as sample shipments, airfares, rental cars, port-a-johns, etc.

### 3.6.3. Volume II, Section II, Tab 3 – Cost Proposal

**3.6.3.1.** The individual tasks associated with executing the sample project with all costs should be broken out appropriately. The offeror should apply the actual labor rates on each task and shall include any supplies, materials, travel costs, subcontracting costs, etc., that may be needed to carry out the tasks. The offeror shall provide backup material for their costs proposed (i.e., the team subcontractor(s) or other subcontractors cost proposal(s), quotes for rental equipment from at least three (3) sources, etc.). The offeror will find Service Contract Act and Davis-Bacon Wage Rates provided in Section J to be used as a minimum base rate only. The offeror should use the direct rates it would normally use unless they fall below the wage rates provided in section J. The adequacy and value of the cost data, whether the costs are realistic for the work to be performed, whether the costs reflect the offeror’s understanding of the requirements, and whether the costs are consistent with the technically proposed method used in the sample problem, will be determined from this information.

The offeror shall include all professional and support effort such as project management, professional service resources and overhead costs. Even though the technical description of the Sample Project in Section J is abbreviated, the cost proposal should represent the requirements for the full work effort. The cost estimate should utilize an industry approved software package capable of providing sufficient information to adequately and accurately capture the projected project costs. Direct costs should be detailed by labor, equipment, and material, and should include subcontractor markups, when applicable. All quotations and documentation will be noted in the proposal. Indirect cost categories such as prime contractor’s home office and field office overheads and profit should be identified, and appropriate costs included for each in the estimate. Other cost categories such as cost escalation, supervision, and administration, engineering during construction, and Government laboratory Quality Assurance will also

be included in the estimate, as appropriate, to form a total project cost for the remedial action. Bonding costs are not required in this proposal.

**3.6.3.2.** The offeror shall provide a complete breakdown and explanation of how their Fee/Profit is calculated. The offeror shall clearly describe why the Fee/Profit proposed is warranted. This data and information may later form the basis for the Contract Management Procedures (CMPs) to be negotiated with the awardee.

**3.6.3.3. Certificates.** Offerors shall provide both a Lobbying Certificate and Certificate of Current Cost and Pricing Data with their proposal dated the same date as the SF33 in Volume II, Section I, Tab 1. A sample of each is provided in Section J.

(End of Section L)

## **Section M – Evaluation Factors For Award**

### ***52.217-5 – Evaluation of Options (Jul 1990)***

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)

#### **1. SOURCE SELECTION EVALUATION BOARD (SSEB) –**

**1.1.** A Source Selection Evaluation Board (SSEB) will be established to conduct the evaluation of proposals received in response to this solicitation. The evaluation will be based on the content of the proposal and any subsequent discussions required, as well as information obtained from other sources, e.g. past performance information. The SSEB will not consider any information or data incorporated by reference or otherwise referred to. The identities of the SSEB personnel are confidential, and any attempt by the offerors to contact these individuals is prohibited.

**1.2.** The SSEB will evaluate the proposals submitted and assign a consensus rating for each proposal. Cost information will then be considered on a subjective basis and an overall ranking for each proposal will be established.

#### **2. SOURCE SELECTION**

All offers received in response to this solicitation will be evaluated in accordance with the requirements of Sections "L", "M", and the Source Selection Plan. The principal objective of the evaluation process is to make award of one (1) Indefinite Delivery/Indefinite Quantity contract to the responsible offeror whose proposal is determined to be the "best value" to the Government, price and other factors considered on a full and open competition basis. Should the Government determine that the award of a contract is not in the best interest of the Government, the contract award will not take place. A competitive range determination, if necessary, will be determined from the information submitted in the proposals. Identified weaknesses will form the basis for discussions, if necessary. The rating results of the evaluation along with the subjective evaluation of the pricing in a "trade-off" evaluation process will form the basis for source selection.

#### **3. Source Selection Process -**

**3.1. SSEB Evaluation** - The SSEB will evaluate all conforming proposals received. Notations of weak or unacceptable areas as well as any defects or strong features contained within the proposal will be utilized for development of subjects for discussion and debriefings shall be annotated in the comment sections of the Proposal Evaluation Worksheet. If during evaluation of those proposals by the SSEB, an offer is determined to have a critical defect, that defect will be brought to the immediate attention of the Chairperson. The Chairperson, in conjunction with advice from Office of Counsel and Contracting, will confirm the presence of the critical defect. Any proposal being evaluated, determined to have a critical defect will not be evaluated further. The offer having the critical defect will be forwarded to the SSA and Contracting Officer for review and a determination of elimination from further evaluation and consideration as appropriate.

If determined by the SSA and the Contracting Officer, with the advice of Office of Counsel and contracting advisors, that the offer has a critical defect, the offer will be rejected and the offeror notified

of their proposal having a critical defect as soon as practicable. That offeror will then be eliminated from the selection process. ***A "Critical Defect" is defined as a defect that cannot be remedied without a revision or rewrite of the proposal.***

The SSEB will rate each proposal, evaluating each item in the solicitation. All information requested will be evaluated unless the offeror exceeds the page limit parameters. Ratings of the offers will then be discussed among the SSEB voting members, a consensus reached and recorded. Cost will be subjectively evaluated using "trade-off" techniques. The subjective evaluation will consist of cost analysis performed for the purpose of determining the reasonableness, realism of the price information, affordability and allowability and to assist the Government in determining if the offeror has a clear understanding of the work requirements.

**3.2. SSA Evaluation** - The SSA will take the information provided for each offeror, review the SSEB process and ratings and in conjunction with the Contracting Officer, make a determination of Competitive Range if determined to be necessary. A "Competitive Range" is a subjective determination of that range of ratings and cost information which has the best potential for being selected for award and offers best value to the Government. The SSEB will attempt to include in the Competitive Range only those offeror's which have the best chance of being considered for award.

**4. Evaluation Criteria -**

As established in Sections L and M of the solicitation, the following criteria will form the basis of proposal evaluation. The criteria is listed in descending order of importance:

<b>VOLUME I – EVALUATION CRITERIA</b>
<p><b><u>Volume I, Section I: Previous Experience, Personnel, and Organization</u></b></p> <ul style="list-style-type: none"> <li>• Tab 1/Previous Experience – HTRW &amp; OE Projects</li> <li>• Tab 2/Resumes of Key Personnel for this Contract</li> <li>• Tab 3/Organizational Structure of the Proposed Team</li> </ul>
<p><b><u>Volume I, Section II: Past Performance</u></b></p> <ul style="list-style-type: none"> <li>• Tab 1/Past Performance Project Narrative With Points of Contact</li> <li>• Tab 2/Past Performance with Regulators Including Points of Contact</li> </ul>
<p><b><u>Volume I, Section III: Corporate Technical Programs, Practices, and Plans</u></b></p> <ul style="list-style-type: none"> <li>• Tab 1/Quality Control/Quality Assurance Program &amp; Corporate Business Practices</li> <li>• Tab 2/Laboratory Plan</li> <li>• Tab 3/Safety and Health Program</li> </ul>
<p><b><u>Volume I, Section IV: Utilization of Small Business Concerns (To Be Completed By Large Business Only)</u></b></p> <ul style="list-style-type: none"> <li>• Tab 1/Small Business Subcontracting Past Performance</li> <li>• Tab 2/Proposed Subcontracting Opportunities</li> <li>•</li> </ul> <p><b>Note:</b> The Maximum Number of Pages for Section IV:</p> <ul style="list-style-type: none"> <li>• Large Business – 10 Pages</li> <li>• Small Business – 0 Pages (Small Business is not required to submit information for this section)</li> </ul> <p><b>NOTE:</b> The Offeror/Large Business shall not utilize unused pages from this section to supplement other technical sections. If they choose to submit excess pages, the excess pages <u>will not</u> be evaluated by the SSEB.</p>

## VOLUME II – EVALUATION CRITERIA

### **Volume II, Section I: Contractor Information & Certifications**

- Tab 1/SF 33, Solicitation, Offer, and Award (Section A)
- Tab 2/Representations and Certifications (Section K)
- Tab 3/Audit Information

### **Volume II, Section II: Cost Information and Assumptions**

- Tab 1/Assumptions
- Tab 2/Supplies or Services and Prices/Costs (Section B) & Cost Pool Information
- Tab 3/Cost Proposal

**4.1.** Technical merit shall be evaluated for each major factor and sub factor contained in Volume I, except for the Past Performance evaluations as found in Volume I, Section II and Volume I, Section IV, Tab 1, Small Business Subcontracting Past Performance. Technical merit, which reflect the Government's confidence in each offeror's ability, as demonstrated in its proposal, to perform the requirements stated in the RFP, shall be evaluated based on the following:

**(i)** Excellent: Proposal demonstrates an excellent understanding of requirements and offeror's proposal shows that they have significantly exceeded performance or capability standards. Proposal has exceptional strengths that will significantly benefit the Government. Proposal represents very low risk that the offeror's performance of any work requirements will impact schedule, cost, or performance.

**(ii)** Good: Proposal demonstrates a good understanding of requirements and offeror's proposal shows that they have exceeded performance or capability standards. Proposal has two or more strengths that will benefit the Government. Proposal represents low risk that the offeror's performance of any work requirements will impact schedule, cost, or performance.

**(iii)** Satisfactory: Proposal demonstrates acceptable understanding of the requirements and offeror's proposal meets performance or capability standards. Proposal demonstrates one strength that will benefit the Government. Proposal represents moderate risk that the offeror's performance of any work requirements will impact schedule, cost, or performance.

**(iv)** Marginal: Proposal demonstrates shallow understanding of requirements and offeror's proposal only marginally meets performance or capability standards for minimal but acceptable contract performance. Proposal has no strengths that will benefit the Government and may have weaknesses that are detrimental to the Government. Proposal represents high risk that the offeror's performance of any work requirements will impact schedule, cost, or performance.

**(v)** Unsatisfactory: Fails to meet performance or capability standards. Requirements can only be met with major changes to the proposal. Proposal represents very high risk that the offeror's performance of any work requirements will impact schedule, cost, or performance.

**4.2.** Past Performance Risk Ratings shall be done for each major factor and sub factor contained in Past Performance Volume I, Section II and Volume I, Section IV, Tab 1, Small Business Subcontracting Plan Past Performance. Past Performance Risk Ratings assess the risks associated with each offeror's likelihood of success in performing the requirements stated in the RFP based on the offeror's

demonstrated performance on recent contracts. Offerors that have no relevant performance record will be given a neutral rating for these factors. The rating criteria are as follows:

(i) Very Low Risk: Offeror's past performance record provides essentially no doubt that the offeror will successfully perform any required effort.

(ii) Low Risk: Offeror's past performance record provides little doubt that the offeror will successfully perform any required effort.

(iii) Moderate Risk: Offeror's past performance record provides some doubt that the offeror will successfully perform any required effort.

(iv) High Risk: Offeror's past performance record provides substantial doubt that the offeror will successfully perform any required effort.

(v) Very High Risk: Offeror's past performance record provides extreme doubt that the offeror will successfully perform any required effort.

(vi) Unknown Risk: The offeror has no relevant performance record. A thorough search was unable to identify any past performance information.

**4.3.** The cost/price portion of the proposal for evaluation will be subjectively evaluated allowing for a "best value" analysis of the proposal as a whole using a trade-off process. All evaluation factors other than cost or price, when combined, are significantly more important than cost or price.

**4.4.** Overall, evaluators shall assess the proposal's acceptability to the requirements of the RFP. If a technical factor/sub factor is not addressed, it shall be rated as unsatisfactory. If a past performance factor/sub factor is not addressed, it shall be rated as unknown risk. Should the proposal contain a critical defect, the proposal shall be handled as accordance with Paragraph 3.

**4.5.** All members will be required to evaluate all proposals. The findings of any individual so appointed will be presented to the entire SSEB. Individual evaluations will then be discussed among the voting membership of the SSEB in order to reach consensus. The proposals will then be ranked in order from highest to lowest based on evaluations and weight for each factor. An average rating shall not be used.

**4.6.** Voting members shall also make notations supporting excellent, good, satisfactory, marginal, or unsatisfactory ratings for factors and sub factors of the proposals and notations supporting past performance risk ratings. The comments shall be used for substantiation of their consensus evaluation, the development of subjects for clarifications, communications, exchanges, and discussions with offerors determined to be in competitive range, and in the debriefing of unsuccessful offerors, if required. The SSEB may attach additional comment sheets to the evaluation sheets, if necessary.

**4.7.** SSEB members shall note that FAR 15.305 requires that an agency evaluate competitive proposals solely on the factors specified in the solicitation. SSEB members shall not speculate about an offeror's intent, but shall base their evaluation on the information supplied and clarification received, if required.

## **5. Sub Factor Evaluation Criteria**

The Government will evaluate the information submitted in accordance with Section L of the RFP and the Source Selection Plan. The Government will use the criteria evaluation system established in Section M of the Source Selection Plan.

### **5.1. Volume I, Section I – Previous Experience, Personnel, and Organization**

### **5.1.1. Volume I, Section I, Tab 1 – Summary of Previous Experience – HTRW Projects**

The contractor's previous experience will be examined for breadth and depth. The Government places value on demonstrated remedial action field activities experience, engineering support services experience, ordnance and explosive investigation and removal experience, and experience in developing studies, analyzing impacts, and conducting investigations. The Government places a higher value on projects that employed innovative technology successfully. The Government places a higher value on projects that implemented value-engineering processes to cut design or remediation time and costs for the customer. The Government places a higher value on a demonstrated ability to execute federal work and projects in which the firm served as the prime contractor. The Government places a higher value on larger projects and projects with multiple sites. The Government places a higher value on more complex, yet successful projects. The Government places a higher value on projects, which have regulatory interface, stakeholder interface, and performance-based milestones. Finally, the Government places a higher value on projects, which were completed on time, within budget, and meets the project objectives.

### **5.1.2. Volume I, Section I, Tab 2 - Resumes of Key Personnel for This Contract**

The Government will evaluate this portion of the proposal based on the requirements set forth in the as specified in Section L. In addition, the Government places a higher value on key personnel that have a diversity of project experience, education, and qualifications. The Government places a higher value on personnel that have experience working on Government projects. The Government places the highest value on those personnel that have exceeded the minimum requirements specified in Section L.

### **5.1.3. Volume I, Section I, Tab 3 - Organizational Structure of the Proposed Team**

The Government places a higher value on an organizational structure, which has demonstrated efficiency in day-to-day operations by exceeding contract milestone schedules, quicker resolution of problems, clear roles and responsibilities, and excellent communication networks, etc. The Government places a higher value on successful organizational relationships, which have been used on other projects. The Government places a higher value on successful organizational structures, which demonstrate tangible benefits resulting in greater customer satisfaction. The Government places a higher value on proposals that provide a description of the relationship/contractual agreements with the proposed subcontractors and laboratory(ies).

## **5.2. Volume I, Section II - Past Performance**

### **5.2.1. Volume I, Section II, Tab 1 - Past Performance Project Narrative With Points of Contact**

The Government will focus on areas covered in the requirements of this proposal including records of conforming to contract specifications, standards of workmanship, adherence to contract schedules, history of reasonable and cooperative behavior with regulators and other stakeholders, and commitment to customer satisfaction. The Government also places a higher value on projects, which document successful outcomes and are supported by outside source confirmation (e.g. Owner/Client Past Performance Survey Forms documenting an excellent performance rating by the contractor on a specific project or telephone interviews with POCs identified in the proposal). The Government also places a higher value on projects, which provided particular difficulty or unique challenges and the innovative methods the contractor used to resolve problems successfully. If the Government does not receive past performance information for the project(s) identified by the offeror and cannot establish a past performance

record for the offeror through other sources, or the offeror has no past performance record, the offeror will be given a neutral rating.

### **5.2.2. Volume I, Section II, Tab 2 – Past Performance with Regulators Including Points of Contact**

The Government places a higher value on a demonstrated ability to successfully work with state and federal regulators. The Government also places higher value on proposals, which document regulatory compliance, as well as resolution of regulatory issues along with experience with expediting regulatory closure at the project sites. The Government places a higher value on no environmentally reportable incident violations and no environmental notice of violations in the past three years. The Government places a higher value on projects, which document successful outcomes and are supported by outside source confirmation (e.g. telephone interviews with POCs identified in the proposal). If the Government does not receive past performance information for the project(s) identified by the offeror and cannot establish a past performance record for the offeror through other sources, or the offeror has no past performance record, the offeror will be given a neutral rating.

### **5.3. Volume I, Section III: Corporate Technical Programs, Practices, and Plans**

#### **5.3.1. Volume I, Section III, Tab 1 – Quality Assurance/Quality Control Program & Corporate Business Practices**

The Government will evaluate this portion of the proposal based on the requirements set forth as specified in Section L. In addition, the Government places a higher value on innovative practices and programs, which have resulted in demonstrated increases in the quality of outputs. The Government places a higher value on construction and operational demonstrated approaches that resulted in demonstrated increases in the quality of the outputs. The Government places a higher value on a QA/QC Program, which demonstrates data quality assurance measures are in place.

#### **5.3.2. Volume I, Section III, Tab 2 – Laboratory Plan**

The Government requires laboratory plans that use USACE, National Environmental Laboratory Accreditation Program (NELAP), or State certified laboratories. The Government places a higher value on laboratories that are USACE and/or NELAP certified. The Government places a higher value on plans that describe the procedures that will be utilized for real-time corrective actions during the sample receipt and analysis process. The Government places a higher value on plans that describe the QA/QC procedures that will be used for chemical sampling, handling, shipping, and testing. The Government places a higher value on proposals that provide a description of the relationship/contractual agreements with proposed laboratories. The government places a higher value on plans in which the laboratories proposed exceeds the requirements and standards for identification of hazardous/OE materials concentrations from samples furnished. The Government places a higher value on plans that describe the laboratory data package and the ability to produce the data package in an electronic format.

#### **5.3.3. Volume I, Section III, Tab 3 – Safety and Health Program**

The Government places a higher value on innovative practices or programs, which demonstrate a reduction in Health and Safety accidents. The Government places a higher value on no accidents or near misses within the last three years. The Government also places a higher value on a Safety and Health Program that includes procedures and requirements for the variety of work proposed under this contract. The Government also places a higher value on a Safety and Health Program, which includes Ordnance and Explosive material identification, handling and disposal.

**5.4. Volume I, Section IV – Utilization of Small Business Concerns  
(Only Large Business will be evaluated on this Section – Small Business  
Receives Highest Rating)**

**5.4.1. Volume I, Section IV, Tab 1 – Small Business Subcontracting Past  
Performance**

The Government will evaluate the offeror's utilization of Small Business Community (small business (SB), small disadvantaged business (SDB), woman-owned small business (WOSB), historically black colleges and universities and minority institutions (HBCU/MI), and service-disabled veteran-owned small business (SDVOSB) in past contracts. The Government places a higher value on offerors that met or exceeded contract goals on previous contracts. If the Government does not receive past performance information for the project(s) identified by the offeror and cannot establish a past performance record for the offeror through other sources, the offeror will be given a neutral rating.

**5.4.2. Volume I Section IV, Tab 2 – Proposed Subcontracting Opportunities**

The Government places a higher value on a proposed subcontracting plan that exceeds the goals established in Section L of this solicitation. The Government also places a higher value on plans, which are more specific in nature as to the proposed subcontracting opportunities for Small Business Community (small business (SB), small disadvantaged business (SDB), woman-owned small business (WOSB), historically black colleges and universities and minority institutions (HBCU/MI), and service-disabled veteran-owned small business (SDVOSB). The Government will not award a contract without an approved subcontracting plan.

**5.5. Volume II, Section I – Contractor Information and Certification**

The cost portion of this evaluation will be subjectively evaluated and a best value analysis of the proposal as a whole performed to determine best value to the Government. Cost analysis will be used, where appropriate, for the purpose of determining the reasonableness, affordability, acceptability, allowability, realism, and best value of the proposals. It will assist in assuring that offerors have a clear understanding of the work requirements.

**5.5.1. Volume II, Section I, Tab 1 - SF33, Solicitation, Offer, and Award  
(Section A)**

This tab will not be evaluated. The SF33 shall be filled out completely by the offeror and signed by an official that is authorized to bind the company. The offeror shall also acknowledge all amendments to the solicitation in accordance with the instructions on the Standard Form 30.

**5.5.2. Volume II, Section I, Tab 2 - Representations and Certifications  
(Section K)**

This tab will not be evaluated, however the offeror shall fill out completely all representations and certifications in Section K of this solicitation. This tab will be looked at for completeness.

**5.5.3. Volume II, Section I, Tab 3 – Audit Information**

The Government will review all information provided as required in Section L of this solicitation to determine if the offeror's accounting system is adequate for cost-reimbursable type contracts. The Government will accept the recent (within 1 year) Defense Contract Audit Agency's (DCAA's) or other cognizant audit agency's evaluation furnished in the proposal.

## **5.6. Volume II, Section II – Cost Information**

### **5.6.1. Volume II, Section II, Tab 1 – Assumptions**

The Government will evaluate these assumptions subjectively for their reasonableness and validity for the sample project proposed.

### **5.6.2. Volume II, Section II, Tab 2 - Supplies or Services and Cost/Prices (Section B) & Cost Pool Information**

The offeror shall fill out in its entirety all of Section B. The information provided by the offeror will be subjectively evaluated along with the cost proposal submitted for the sample project to determine the overall best value to the Government. The offeror shall provide its most recent (within one year) audit information here for review of their cost pools. If the offeror has no recent audit, a breakdown of their cost pools as shown in Section L of this solicitation shall be provided and evaluated here for allowable and unallowable costs.

### **5.6.3. Volume II, Section II, Tab 3 – Cost Proposal**

The cost proposal will be subjectively evaluated to determine its reasonableness for the scope of work specified in the sample project and assumptions made by the offeror. The Government will evaluate this tab based on how well it has complied with the requirements specified in Section L of this Solicitation.

## **6. Importance of Volumes**

The evaluation process uses adjectival scoring for each volume except for Volume II containing the cost information of the proposals. The cost and pricing information found in Volume II will be subjectively evaluated. **The total value of Volume I is significantly greater than total value of Volume II. Note: all evaluation factors, other than cost or price, when combined, are significantly more important than cost or price.**

## **7. Proposal Revisions**

At the conclusion of discussions, if required, each offeror still in the competitive range shall be given an opportunity to submit a Final Revised Proposal. These proposal revisions shall be received, in writing, at a time and place established by the Contracting Officer.

## **8. SSEB Evaluation Report**

The final SSEB evaluation report will be prepared and briefed to the SSA and the Contracting Officer. This report will include the final consensus rating for each criterion of each offer and documented facts and findings, which support the SSEB recommendation. The report will include an assessment of each offeror's ability to accomplish the requirement. Upon completion of the Final Source Selection Evaluation Board Report, the Chairperson will ensure that SSEB members prepare a detailed lessons-learned report prior to departing. The Chairperson of the SSEB will brief the Final SSEB Evaluation Report to the SSA.

## **9. Final Ranking**

The successful offeror(s) will be selected from the combined results of the evaluation process. The SSA will make the final rankings for final selection process. This ranking will be in descending order

from Highest rating to Lowest rating, of all offeror's in the final competitive range if established.

## **10. Selection Procedure**

The SSA will make the final Source Selection decision based on the information provided from the SSEB and the evaluation process and issue a Source Selection Decision Document supporting the selection. The SSA will review the final ranking and results of the evaluation process briefed to him/her by the Chairperson of the SSEB, of those offerors within the competitive range as well as consideration of price and review of all appropriate documents. If the SSA does not agree with the recommendation for award, documentation substantiating the decision shall be prepared by the SSA and return the evaluation to the SSEB for further action.

## **11. Award of Contract**

**11.1.** The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). 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 competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

**11.2.** The Government intends to award one (1) contract, not to exceed a total amount of \$14.9 Million, resulting from this solicitation to the responsible offeror whose offer conforms to the solicitation criteria established in Section L, M, and the Source Selection Plan, and is considered most advantageous to the Government, price and other factors considered. The performance period of the contract shall be a basic period of two (2) years with one option period of three (3) years.

**11.3.** The Government may reject any or all offers if such action is determined to be in the best interest of the Government.

## **12. Debriefing**

**12.1.** The debriefing of all offerors, successful or unsuccessful, will be conducted in accordance with FAR 15.505 – Pre-award Debriefing of Offerors or FAR 15.506 – Post-award Debriefing Offerors. To the maximum extent practicable, debriefings should occur within five days after receipt of the written request. "Day" for the purposes of debriefing means calendar day, except that the period will run until a day which is not a Saturday, Sunday, or Legal Holiday. A summary of the debriefing shall be included in the official contract file. **Offerors shall be permitted only one (1) debriefing.**

**12.1.1.** In accordance with FAR 15.505 – Pre-award Debriefing of Offerors - Offerors excluded from the competitive range or otherwise excluded from the competition before award, may have a pre-award debriefing, upon written request for debriefing to the contracting officer within three days after receipt of notice of exclusion from the competition.

**12.1.2.** The Contracting Officer will chair debriefings with individuals that performed the evaluations providing support. At a minimum, the pre-award debriefing information shall include:

**12.1.2.1.** The agency's evaluation of significant elements of the offeror's proposal;

**12.1.2.2.** A summary of the rationale for eliminating the offeror from the competition;

**12.1.2.3.** Reasonable responses to relevant questions about whether source selection procedures contained in the solicitation, applicable regulations, and other applicable authorities were followed in the process of eliminating the offeror from the Competition.

**12.1.3.** The pre-award debriefings shall not disclose

**12.1.3.1.** The number of offerors;

**12.1.3.2.** The identity of other offerors;

**12.1.3.3.** The content of other offerors proposals;

**12.1.3.4.** The ranking of other offerors;

**12.1.3.5.** The evaluation of other offerors;

**12.1.3.6.** Any of the information prohibited in FAR 15.506(e).

**12.2.** In accordance with FAR 15.506 – Post-award Debriefing of Offerors - Offerors, upon written request received by the contracting officer within three days after receipt if notification of contract award, shall be debriefed and furnished the basis for the selection decision and contract award.

**12.3.** The Contracting Officer will chair debriefings with individuals that performed the evaluations providing support. At a minimum, the debriefing information shall include:

**12.3.1.** The Government's evaluation of the significant weaknesses or deficiencies in the offeror's proposal, if applicable;

**12.3.2.** The overall evaluated cost or price and technical rating, if applicable of the debriefed offeror, and past performance information on the debriefed offeror;

**12.3.3.** The overall ranking of all offerors when any ranking was developed by the agency during the source selection;

**12.3.4.** A summary of the rationale for award;

**12.3.5.** Reasonable responses to relevant questions about whether source selection procedures contained in the solicitation, applicable regulations, and other applicable authorities were followed.

**12.4.** The debriefings shall not;

**12.4.1.** Allow a point-by-point comparison of the debriefed offeror's proposal with those of other offerors

**12.4.2.** Reveal any information prohibited from disclosure or exempt from release under the Freedom of Information Act to include:

**12.4.2.1.** Trade Secrets

**12.4.2.2.** Privileged or Confidential manufacturing processes or techniques;

**12.4.2.3.** Commercial and financial information that is privileged or confidential, including cost breakdowns, profit, indirect cost rates, and similar information;

**12.4.2.4.** The names of individuals providing reference information about an offeror's past performance.

**12.5.** When practicable, debriefing requests received more than three days after the offeror receives notice of contract award shall be accommodated. A Contracting Representative and the Chairperson of the SSEB will schedule the debriefing(s). Release of source selection information after award will be the responsibility of the Contracting Division in conjunction with the Office of Counsel.

**Note:** Due to limited space available, the contractor should limit the number of attendee's at the debriefing to four (4) or fewer.

(End of Section M)