# SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | RATING | PAGE 1 OF 177 PAGES

| 2. CONTRACT NUMBER | 3. SOLICITATION NUMBER | 4. TYPE OF SOLICITATION | 5. DATE ISSUED | 6. REQUISITION/PURCHASE NUMBER |
|---|---|---|---|---|
| | DACA45-02-R-0027 | ☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP) | 10/11/02 | |

7. ISSUED BY CODE DACA45

U.S. Army Corps of Engineers - Omaha District
106 South 15th Street - 3rd Floor (Brown)
Omaha, Nebraska 68102-1618

8. ADDRESS OFFER TO *(If other than Item 7)*

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

## SOLICITATION

9. Sealed offers in original and 6 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 St, Omaha, NE 68102 until 1400 *(Hour)* local time TBA *(Date)*

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 | B. TELEPHONE *(NO COLLECT CALLS)* | | | C. E-MAIL ADDRESS |
|---|---|---|---|---|---|
| | | AREA CODE | NUMBER | EXT. | |
| | Famane Brown | (402) | 221-3116 | | Famane.C.Brown@usace.army.mil |

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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 (%) |
|---|---|---|---|---|
| | 0.00% | 0.00% | 0.00% | 0.00% |

| 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)*

| 15B. TELEPHONE NUMBER | | | 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. | 17. SIGNATURE | 18. OFFER DATE |
|---|---|---|---|---|---|
| AREA CODE | NUMBER | EXT. | ☐ | | |

## AWARD *(To be completed by Government)*

| 19. ACCEPTED AS TO ITEMS NUMBERED | 20. AMOUNT | 21. ACCOUNTING AND APPROPRIATION |
|---|---|---|
| | | |

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
☐ 10 U.S.C. 2304(c) ( ) ☐ 41 U.S.C. 253(c) ( )

23. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)* — ITEM

24. ADMINISTERED BY *(If other than Item 7)* CODE _____

25. PAYMENT WILL BE MADE BY CODE T0B0200

U.S. Army Corps of Engineers
Finance and Accounting (CEFC-AO-P)
5722 Integrity Drive, Millington, TN 38054-5005

26. NAME OF CONTRACTING OFFICER *(Type or print)*

Douglas E. Hadley

27. UNITED STATES OF AMERICA *(Signature of Contracting Officer)*

28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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

**1. Total Amount of Contract -**

The total shared capacity for all contracts awarded under this solicitation shall not exceed $250,000,000.00. There is no limit of the number of Task Order(s) that may be executed. The Task Order(s) executed shall not exceed the total shared capacity amount.

**2. Guarantee -**

The contract awarded under this solicitation shall have a total guaranteed minimum amount of $75,000.00 for the base period and any option period exercised by the Government. The guaranteed minimum may be met with the obligation of a task order meeting or exceeding the guarantee amount.

**3. Contract Definition -**

The Government contemplates award of a set of up to four (4) Indefinite Delivery/Indefinite Quantity (ID/IQ) Fixed-Price contracts under the Multiple Award Remediation Contract (MARC) process. The individual task orders may require cost overrun insurance and/or bonding requirements. The task orders under these contracts resulting from this solicitation will be firm-fixed price with indemnification requirements. The ID/IQ Environmental Remediation Services Contract(s) under the primary NAICS Code 562910, in support of the US Army Corps of Engineers (USACE) and its customers located anywhere in the Northwest/Northeast Regions of the United States, will be awarded as a result of this solicitation. The states included in this region are: Washington, Oregon, Idaho, Wyoming, Montana, Utah, Colorado, North Dakota, South Dakota, Nebraska, Kansas, Wisconsin, Iowa, Missouri, Michigan, Indiana, Illinois, Minnesota, Ohio, West Virginia, Virginia, New York, Massachusetts, Maryland, Rhode Island, District of Columbia, Maine, New Hampshire, Connecticut, Vermont, New Jersey, Delaware, and Pennsylvania. The contract(s) awarded will be for a wide range of environmental remediation services, including construction and incidental engineering services, at various known or suspected Environmental Remediation (ER) sites, in order to achieve regulatory closure.

**4. Performance Time -**

The contract will have a basic performance period of three (3) years and one (1) option period for two (2) years, or until the shared contract capacity ceiling limit of $250,000,000.00 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 expressly provided herein. The amounts to be paid to the contractor for each firm-fixed price task order/request for services should be based on the approved audited hourly labor rates or other approaches to justify costs. Price reasonableness will be evaluated for the base contract and all follow-on task orders. All Offeror's are encouraged to be responsible and provide reasonable rates so as not to create a materially unbalanced

bid. Profit will be shown as a separate line item and will be evaluated as part of the overall price on each individual task order.

All total hourly rates indicated in Table 1 – Labor Rates of this Section B shall include Overhead, General/Administrative and any Labor Burden (Fringes), 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 of proposal **submittal** date) 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 Offeror shall fill out one Table 1 only. These shall show the rates of the Offeror and all subcontractors. The Offeror may not have all personnel on staff. Therefore, if those personnel are subcontracted, their rates shall be provided in the tables as well. All subcontracted personnel shall be identified in the tables by the following "(SUB – Firm Name)" after the title of the subcontracted personnel. For example, Certified Industrial Hygienist (SUB – Firm Name). All the cost pools of the firm(s) that will be providing the subcontracted personnel shall be included in the Table as well to show the mark up on those labor categories.

Note: If during the Contract Period of Performance, the Contractor's original subcontracted personnel are no longer available to the Prime, the Prime shall find a subcontractor that has, at the minimum, the same qualifications as the previous subcontracted personnel. The Prime shall be responsible for negotiating the labor rates for those personnel making sure to provide the "best value" to the Government.

For Fixed-Price Task Orders, as in the Sample Project, the offeror shall use their direct cost labor rates (those rates that are not marked up as in Column 1 of the Firm-Fixed Price Table 1). All Overhead, General and Administrative, Labor Burden (Fringes), or other cost pools used in pricing the Sample Project shall use forward pricing rates if recent (i.e. within 1 year of proposal submittal date) DCAA audited rates are not available. The mark-ups should be applied in the proposal where appropriate. As discussed in Section L of this solicitation, if the offeror does not have recent (i.e. within 1 year of proposal submittal date) 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 should provide its Cost Containment Insurance Premium as a Percentage Overall of Contract Price in the place provided under Table 1.

**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.

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**Table 1 – Labor Rates**
(Total Hourly Rates Excluding Fee/Profit)

| Discipline | Direct Cost | Overhead Rate | | G&A Rate | | Labor Burden (Fringe) | | Other | | Total Hourly Rate | Estimated # of Hours for First Task Order* | Extended Amount |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | % | Rate | % | Rate | % | Rate | % | Rate | | | |
| Program Manager | | | | | | | | | | | 1000 | |
| Project Manager | | | | | | | | | | | 20000 | |
| Site Superintendent/On-Site Supervisor | | | | | | | | | | | 25000 | |
| Scientist | | | | | | | | | | | 10000 | |
| Engineer | | | | | | | | | | | 7500 | |
| Laborer | | | | | | | | | | | 100000 | |
| Procurement Manager | | | | | | | | | | | 20000 | |
| Engineer Technician | | | | | | | | | | | 25000 | |
| Certified Industrial Hygienist (CIH) | | | | | | | | | | | 1000 | |
| Site Safety And Health Officer (SSHO) | | | | | | | | | | | 2500 | |
| Regulatory Specialist | | | | | | | | | | | 15000 | |
| Biologist | | | | | | | | | | | 1500 | |
| Contractor Quality Control Supervisor (QCS) | | | | | | | | | | | 1500 | |
| Certified Health Physicist (CHP) | | | | | | | | | | | 100 | |
| Risk Assessor | | | | | | | | | | | 1500 | |
| Hazardous Waste Specialist | | | | | | | | | | | 15000 | |
| Senior UXO Supervisor (SUXOS) | | | | | | | | | | | 100 | |
| UXO Safety Officer (UXOSO) | | | | | | | | | | | 100 | |
| Senior Contracts Manager | | | | | | | | | | | 1500 | |

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| Discipline | Direct Cost | Overhead Rate | | G&A Rate | | Labor Burden (Fringe) | | Other | | Total Hourly Rate | Estimated # of Hours for First Task Order* | Extended Amount |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | % | Rate | % | Rate | % | Rate | % | Rate | | | |
| Cost Control Engineer | | | | | | | | | | | 10000 | |
| Specification Editor/Technical Writer | | | | | | | | | | | 3500 | |
| CADD/GIS Specialist | | | | | | | | | | | 2500 | |
| Draftsperson | | | | | | | | | | | 2500 | |
| Word Processor | | | | | | | | | | | 100000 | |
| Data Processor | | | | | | | | | | | 50000 | |
| Clerical | | | | | | | | | | | 50000 | |
| **TOTAL** | | | | | | | | | | | 466800 | |

* 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.

**Cost Containment Insurance Premium as a Percentage Overall of Contract Price: _____% to _____%.**

(End of Section B)

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## Section C – Description/Specs/Work Statement

**1. GENERAL –**

Work shall consist of restoration work at various Installations in the specified regions within the United States outlined in this Section C. Work at future IRP/BRAC sites shall be executed as outlined in site-specific scopes of work that are competed using Multiple Award Remediation Contract (MARC) Indefinite Delivery/Indefinite Quantity (ID/IQ) procedures, and be awarded with fixed-price task orders against the base contract using tradeoffs under a best value procurement process. The Contractor shall have the capability and experience to perform, or provide, a wide range of investigative, design, and remediation services required for hazardous and toxic waste sites. Work will include, but is not limited to, site investigations/characterizations, studies, evaluations, designs, and remediation of contaminated sites. Various Corps Districts will administer the follow on task orders against the base contract resulting from this solicitation. The concept of this fixed price contract is that the successful Contractor(s) will be awarded ID/IQ MARC that will be competed in subsequent task orders. An indemnification package will be required as specified in Section H. The required insurance policy is to cover all known and unknowns associated with the known installation sites as specified in Section H. The Contractor may be required to furnish Performance and Payment Bonds on task orders if so determined to be necessary by the Contracting Officer. The contractor will also provide a 5-year warranty for each site as specified in Section H. In addition, high-level radioactive waste, unexploded ordnance, and chemical warfare material will not be covered by this contract.

The contract(s) will be issued in support of the US Army Corps of Engineers (USACE) and its customers located in the Northwest/Northeast Regions and may be made based upon the evaluation of initial proposals without clarifications, discussions or negotiations. The states included in this region are: Washington, Oregon, Idaho, Wyoming, Montana, Utah, Colorado, North Dakota, South Dakota, Nebraska, Kansas, Wisconsin, Iowa, Missouri, Michigan, Indiana, Illinois, Minnesota, Ohio, West Virginia, Virginia, New York, Massachusetts, Maryland, Rhode Island, District of Columbia, Maine, New Hampshire, Connecticut, Vermont, New Jersey, Delaware, and Pennsylvania.

The US Army Corps of Engineers customers are that will be supported under this contract are the following commands and programs, which are not limited to only Base Realignment And Closure (BRAC) and Installation Restoration Program (IRP) workload:

- Army Major Commands including but not limited to:
    - Forces Command (FORSCOM)
    - Army Material Command (AMC)
    - Training and Doctrine Command (TRADOC)

- Dept. of Army, Base Realignment and Closure Program (DA BRAC)

- Air Force Major Commands including but not limited to:
    - HQ Base Closure Agency (HQBCA)
    - Air Combat Command (ACC)

- Formerly Used Defense Sites Program (FUDS)

- Transition to Installation Management (TIM)

**1.1. Definitions –**

**The following terms used in this solicitation are defined as follows (in addition, follow-on task orders may contain further CERCLA and/or RCRA terminology that will be used in conjunction with this Section C):**

**1.1.1. Unexploded Ordnance:** Military munitions that have been primed, fused, armed, or otherwise prepared for action, and have been fired, dropped, launched, projected, or placed in such a manner as to constitute a hazard to operations, installation personnel, or material and remain unexploded either by malfunction, design, or any other cause. Munitions above and including M203 are eligible except for 50 and 60 caliber.

**1.1.2. Ordnance and Explosives:** Ammunition, ammunition components, chemical or biological warfare material or explosives that have been abandoned, expelled from demolition pits or burning pads, lost, discarded, buried, or fired. Such ammunition, ammunition components, and explosives are no longer under accountable record control of any DOD organization or activity. Soils with explosive constituents are considered OE if the concentration is sufficient to be reactive and present an imminent safety record.

**1.1.3. High Level Radioactive Waste:** NRC defines HLRW in 10 CFR 72 as the highly radioactive material resulting from the reprocessing of spent nuclear fuel, including liquid waste produced directly in reprocessing and any solid material derived from such liquid waste that contains fission products in concentrations that require isolation.

**1.1.4. Unknown Site:** A site not identified in a specific task order.

**1.1.5. Chemical Warfare Material (CWM):** An item configured as a munitions containing a chemical substance that is intended to kill, seriously injure, or incapacitate a person through its physiological effects. CWM also includes V- and G- series nerve agent, H-series blister agent, and lewisite in other than munitions configurations. Due to their hazards, prevalence, and military-unique application, chemical identified sets (CAIS) are also considered CWM. CWM does not include: riot control agent, chemical herbicides; smoke and flame producing items, or soil, water, debris, or other media contaminated with chemical agent.

**1.1.6. No Further Action:** Written notice from the governing regulator indicating that the response/remedial action is complete and that no further remediation is required.

**1.1.7. Low-Level Radioactive Waste (LLRW):** Both the Nuclear Waste Policy Act of 1982 and the Low-Level Radioactive Waste Policy Amendments Act of 1985 define LLRW as radioactive material that (a) is not high-level radioactive waste, spent nuclear fuel, transuranic waste, or byproduct material as defined in Section 11(e)(2) of the Atomic Energy Act of 1954 and (b) consistent with existing law, is classified by NRC as LLRW. The NRC has a LLRW classification system codified at 10 CFR Section 61.55. NRC classifies waste to set criteria for the construction of new LLRW disposal facilities. The classification system is not intended to be used for reasons beyond the scope of that objective by the NRC.

**1.1.8. Decision Document (DD):** The Army has adopted the term "Decision Document" for the documentation of a removal action, Interim Removal Action (IRA), or RA decision at CERCLA non-NPL installations or RCRA Corrective Actions. Decision Documents must be forwarded and signed by appropriate officials (Installation Commander is approval authority for Army and Regulators must then approve of document). Sufficient staffing time must be

allowed for. The approval authority for the DD is also the approval authority for the Completion Report.

**1.1.9. Completion Report:** Prior to the completion of the RA operations, a report is prepared, for signature, with certification that the RA project was conducted in accordance with the DD, the site no longer constitutes a threat to public health, welfare, or the environment, and that further RAs are not necessary. The approval authority on this report is the same as the DD.

**1.1.10. Response Action:** An action involving either a short term removal action or a long term removal response that may include, but is not limited to, removing hazardous materials from a site for treatment or containment; containing the waste safely on site; treating the waste safely on site; and identifying and removing the source of contamination and halting further migration of contaminates.

**1.1.11. Site Close-out (SC):** For the purpose of this document, SC is the completion of all RA activities as stated in the DD, and acceptance of the completion report by authorities as stated in paragraph 1.1.7 Decision Documents above.

**1.1.12. Preliminary Assessment (PA):** Initial analysis of existing information to determine if a release may require additional investigation or action.

**1.1.13. Remedial Investigation (RI):** Process undertaken to determine the nature and extent of the problem presented by a release, which emphasizes data collection and site characterization.

**1.1.14. Feasibility Study (FS):** A study undertaken to develop and evaluate alternatives for remedial action.

**1.1.15. Operations and Maintenance (O&M):** Activities required to maintain the effectiveness of response actions.

**1.1.16. Field Sampling Plan:** Document that provides guidance for all field work by defining in detail the sampling and data gathering methods to be used on a project. Part of the Sampling and Analysis Plan that is prepared prior to any non-emergency site sampling activities.

**1.1.17. Human Health Risk Assessment:** Characterizes the nature and extent of potential adverse impacts from contaminates found in the air, soils, and/or water at the site. The risk assessment process synthesizes available data on exposure of specified receptors and the toxicity of contaminates to estimate the associated risk to human health.

**1.1.18. Natural Attenuation:** The naturally occurring process in soil and groundwater environments that act without human intervention to reduce the mass, toxicity, mobility, volume, or concentration of contaminates in those media.

**1.1.19. Quality Assurance Project Plan:** (as stated in the National Contingency Plan) A written document, associated with remedial site sampling activities, which presents in specific terms the organization (where applicable), the objectives, functional activities, and specific quality assurance and quality control activities designed to achieve the data quality goals of a specific project or continuing operation. The quality assurance project plan is prepared for each specific project or continuing operation (or group of similar projects or continuing operations). Part of the Sampling and Analysis Plan that is prepared prior to any non-emergency site sampling activity.

**1.1.20. Remedial Action (RA) or Remedy:** (as stated in CERCLA) Actions consistent with permanent remedy taken instead of or in addition to removal actions in the event of a release or threatened release of a hazardous substance into the environment, to prevent or minimize the release of hazardous substances so that they do not migrate to cause substantial danger to present or future public health or welfare or the environment. The term includes, but is not limited to, such actions at the location of the release as storage, confinement, perimeter protection using dikes, trenches, or ditches, clay cover, neutralization, cleanup of released hazardous substances and associated contaminated materials, recycling or reuse, diversion, destruction, segregation of reactive wastes, dredging or excavations, repair or replacement of leaking containers, collection of leachate and runoff, on site treatment or incineration, provision of alternative water supplies and any monitoring reasonably required to assure that such actions protect the public health and welfare and the environment. The term includes the cost of permanent relocation of residents and businesses and community facilities where the President determines that, alone or in combination with other measures, such relocation is more cost-effective than and environmentally preferable to the transportation, storage treatment, destruction or secure disposition off site of hazardous substances, or may otherwise be necessary to protect the public health or welfare; the term includes off site transport and off site storage, treatment, destruction, or secure disposition of hazardous substances and associated contaminated materials.

**1.1.21. Remedial Design (RD):** Technical analysis and procedures which follow the selection of remedy for a site and result in a detailed set of plans and specifications for implementation of the remedial action.

**1.1.22. Sampling and Analysis Plan:** Document composed of a Quality Assurance Project Plan and Field Sampling Plan that is prepared prior to site sampling activities.

**1.1.23. Site:** A location on an installation where hazardous wastes have been stored, disposed, spilled or otherwise released to the environment. A site includes land and water resources where they are contaminated by the release, and it includes any structures, earth works or equipment that are clearly associated with the release. Where multiple sites may contribute to contamination of an aquifer or a common land area, the contaminated resource may be identified as a site that is distinguished from the sites where the release occurred. A site is a basic unit for planning and implementing response actions.

**1.1.24. Site Health and Safety Plan:** Document that specifies policies and procedures for ensuring the health and safety of personnel working at a site.

**1.1.25. Site Inspection:** On site inspection to determine whether there is a release or potential release and the nature of the associated threats. The purpose is to augment the data collected in the preliminary assessment and to generate, if necessary, sampling and other field data to determine if further action or investigation is appropriate.

**1.1.26. Source Control:** Actions that either remove the source of contamination off-site or effectively contain it on-site so that continuing releases are prevented or reduced.

**1.1.27. To Be Considered Requirements:** Non-promulgated advisories (such as reference doses or potency factors), criteria and guidance issued by Federal and State governments that are identified to supplement applicable or relevant and appropriate requirements.

**1.1.28. Removal:** (as stated in, CERCLA) The cleanup or removal of released hazardous substances from the environment, such actions as may be necessary taken in the event of the

threat of release of hazardous substances into the environment, such actions may be necessary to monitor, assess and evaluate the release or threat of release of hazardous substances, the disposal of removal material, or taking of such other actions as may be necessary to prevent, minimize or mitigate damage to the public health or welfare or to the environment, which may otherwise result from a release or threat of release. The term includes, in addition, without being limited to, security fencing or other measures to limit access, provisions of alternative water supplies, temporary evacuation and housing of threatened individuals not otherwise provided for, action taken under Section 104(b) of this Act and any emergency assistance which may be provided under the Disaster Relief Act of 1974.

**1.1.29. Relevant and Appropriate Requirements:** Cleanup standards, standards of control and other substantive environmental protection requirements, criteria or limitations promulgated under Federal or State law, while not applicable to a hazardous substance, pollutant, contaminant, remedial action, location or other circumstances at a site, address problems or situations sufficiently similar to those encountered at the site that their use is well suited to the particular site.

**1.1.30. Presumptive Remedies:** Preferred cleanup technologies for common categories of sites having similar characteristics, and are based on past experience in site remediation, as well as the USEPA's scientific and engineering evaluation of performance data on technology implementation.

**1.1.31. Release:** (as stated in CERCLA) Any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the environment (including the abandonment or discarding of barrels, containers and other closed receptacles containing any hazardous substance or pollutant or contaminant), but excludes (A) any release which results in exposure to persons solely within a workplace, with respect to a claim which such persons may assert against the employer of such persons, (B) emissions from the engine exhaust of a motor vehicle, rolling stock, aircraft, vessel, or pipeline pumping station engine, (C) release of source, byproduct, or special nuclear material from a nuclear incident, as those terms are defined in the Atomic Energy Act of 1954, if such release is subject to requirements with respect to financial protection established by the Nuclear Regulatory Commission under Section 170 of such Act or, for the purposes of Section 104 of this title or any other response action, any release of source byproduct, or special nuclear material from any processing site designated under Section 102(a)(1) or 302(a) of the Uranium Mill Tailings Radiation Control Act of 1978, and (D) the normal application of fertilizer.

**1.1.32. Operable Unit:** (as stated in the National Contingency Plan) A discrete portion of a remedial response that by itself eliminates or mitigates a release, threat of release or pathway of exposure and that requires no additional action to accomplish its objective. The cleanup of a site can be divided into a number of operable units, depending on the complexity of the problem associated with the site. Operable units may consist of any set of actions performed over time or any actions that are concurrent but located in different parts of a site.

**1.1.33. Administrative Record:** Compilation of documents that records the decision making process regarding the selection of a response action to be taken at a site.

**1.1.34. Land Use Controls (LUCs):** (as stated in the Aug 31, 2000 Memorandum from Deputy Under Secretary of Defense Environmental Security, Subject Interim Policy on Land Use Controls Associated with Environmental Restoration Activities) LUCs include any type of physical, legal, or administrative mechanism that restricts the use of, or limits access to, real property to prevent or reduce risks to human health and the environment. Physical mechanisms encompass a variety of engineered remedies to contain or reduce contamination and/or physical barriers

intended to limit access to property, such as fences or signs. Legal mechanisms include restrictive covenants, equitable servitudes, and deed notices. Administrative mechanisms include notices and existing construction permitting or land use management systems that may be used to ensure compliance with use restrictions.

**1.1.35. RCRA Facility Assessment (RFA):** The goal of this investigation is to determine if there is evidence of a release that warrants further investigation and possible corrective action. During this investigation, EPA or the authorized State will conduct a preliminary review of the site by examining available records and conducting a site visit. Limited sampling may occur at this stage.

**1.1.36. Interim Stabilization Measure:** Interim measures for corrective action may be initiated at anytime to mitigate or remove the threat presented by a release. Decisions concerning interim measures are made based on the immediacy and magnitude of the potential threat to human health or the environment, and the implications of deferring the corrective action until the RFI / CMS is completed.

**1.1.37. RCRA Facility Investigation (RFI):** This investigation occurs if there is evidence that a release occurred or is occurring. The facility conducts this investigation to thoroughly characterize the nature and extent of the release of hazardous waste and / or hazardous constituents from each source at a facility, and gather data that will be used to evaluate potential corrective measures or remedies. The work is performed either under a permit schedule of compliance or under an enforcement order.

**1.1.38. Corrective Measures Study (CMS):** If the need for corrective measures is verified during the RFI process, the facility is then responsible for performing a CMS. The purpose of this study is to develop and evaluate the corrective action alternatives and to recommend the corrective measure to be taken at a facility. This will be done based on detailed engineering evaluation of the data and the corrective measure technologies. The final CMS report includes the facility's recommendations. Based on the CMS results, EPA or the authorized State will select the remedy that they feel will minimize the threat.

**1.1.39. Statement of Basis:** This document summarizes the information contained in the RFI / CMS reports and the administrative record. It is designed to facilitate public participation in the remedy selection process by: 1) Identifying the proposed remedy and explaining the reasons for the proposal; but it does not select the final remedy. 2) Describing other remedies that were considered. 3) Soliciting public review and comment on all possible remedies. And, 4) providing information on how the public can get involved in the remedy selection process.

**1.1.40. Response to Comments (RTC):** Following the receipt of public comments, the regulatory agency is required to prepare a RTC prior to issuance of any final permit decision pursuant to 40 CFR 124.17. This document should respond to all pubic comments and document the remedy selected by the regulatory agency.

**1.1.41. Corrective Measures Implementation (CMI):** The purpose of the CMI phase is to design, construct, operate, maintain, and monitor the performance of the selected corrective measures. A permit modification or corrective action order usually precedes the CMI.

**1.1.42. Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA):** commonly known as Superfund, was enacted by Congress on December 11, 1980. This law created a tax on the chemical and petroleum industries and provided broad

Federal authority to respond directly to releases or threatened releases of hazardous substances that may endanger public health or the environment.

**1.1.43. The Resource Conservation and Recovery Act (RCRA)**: was enacted in 1976 to address the issue of how to safely manage and dispose of the huge volumes of municipal and industrial waste generated nationwide. The RCRA program is administered by EPA's Office of Solid Waste (OSW). Subtitles C and D of RCRA set forth the framework for EPA's comprehensive waste management program:

- RCRA Subtitle C establishes the regulatory structure for managing **hazardous waste** from the time it is generated until its ultimate disposal.
- RCRA Subtitle D establishes a system for managing **solid (primarily nonhazardous) waste**, such as household waste.
- RCRA Subtitle I regulates **underground storage tanks** (USTs) that store petroleum or hazardous substances.

**2. PRICING –**

This ID/IQ MARCs Type contract will be issued on a Firm Fixed-Price basis. There will be a basic contract of three (3) years with one (1) two (2) year option, resulting in a contract to execute the work. Long-term monitoring/long term operations (LTM/LTO) are not included in this contract; however, the contractor shall perform any required follow-on monitoring or testing during the five (5) year warranty period. All task orders may require Cost Containment Insurance and/or Performance and Payment Bonds depending upon the site-specific scope of work requirements. The Contracting Officer will notify the Contractor in the site-specific request for proposal for each task order if Cost Containment Insurance and/or Performance and Payment Bonds are required for the task order.

**3. FUNDING –**

Funding will be programmed according to follow-on task orders. Minimum guarantee amounts will be funded at contract award using the initial competed task order that has a cost that meets or exceeds the minimum guarantee.

**4. REGULATORS –**

It is anticipated that the Contractor shall work directly with regulators on all aspects of their work. The Contractor shall be responsible for maintaining the good working relationship established with these agencies. The regulatory agencies have the authority to require IRP/BRAC sites to submit all documents to them. IRP/BRAC customers and the Corps of Engineers will review and comment on all documents prior to submission to regulatory agencies.

The Contractor shall notify USACE and IRP/BRAC representatives of any meetings with regulatory agencies. Government shall be afforded the opportunity to attend any meeting. IRP/BRAC clients/USACE shall receive copies of all correspondence between the Contractor and the regulatory agencies.

**5. DESCRIPTION OF WORK – THE LEVEL OF DETAIL, OVERSIGHT, APPROVALS, ETC., WILL VARY PER THE INDIVIDUAL TASK ORDER. SPECIFIC INFORMATION WILL BE STATED IN THE FOLLOW-ON TASK ORDER(S).**

**5.1. GENERAL –** This contract will be utilized to perform environmental services at hazardous waste sites on various IRP, BRAC and FUDS Sites. Services may include, but are not limited to, site investigation/characterization, sampling, chemical testing, studies, evaluations, designs, interim actions, remediation, operation and maintenance during the five year warranty period, and any other actions related to environmental services at Hazardous and Toxic Waste (HTW) sites. This contract requires the Contractor to furnish all plant, labor, materials and equipment necessary to meet the site objectives for each site as identified in the site specific scope of work for each task order. Work issued under this contract will be Firm Fixed-Price utilizing both Service (Contract Act) and/or Construction (Davis-Bacon) wage rates. The Contractor shall provide personnel possessing necessary training required by the Occupational Safety and Health Administration (OSHA) and all other applicable federal and state regulations. The Contractor shall provide all support activities necessary to ensure the safe and effective accomplishment of project criteria within specified completion times. The Contractor shall also develop and implement a Quality Control Program, in conformance with all federal and state regulatory requirements, for all work performed under this contract.

**5.2. TYPE OF SERVICES.** The technical requirements herein are intended to provide a general understanding of the functions that the Contractor may be required to perform. In no way do the technical requirements described herein limit the activities that may be required under the terms to this contract and the physical conditions that may be encountered.

**5.2.1. ENVIRONMENTAL REQUIREMENTS.** The Contractor shall identify all applicable or relevant and appropriate Federal, State and Local laws, regulations, and guidance and perform the work in full compliance with said laws and regulations. The Contractor shall ensure that all activities performed by its personnel, subcontractors and suppliers are executed in accordance with said laws and regulations. Any incident of noncompliance noted by the Contractor shall immediately be brought to the attention of the Contracting Officer and installation by written notice. Nothing in this contract shall relieve the Contractor of its responsibility to comply with these laws and regulations. The Contractor shall investigate the requirements for and obtain all Environmental Permits, Licenses, Approvals, and/or Certificates necessary to accomplish the work specified. When the work to be performed requires clearances, such as digging or drilling permits, the Contractor shall obtain such clearances and/or permits, with the assistance of the facilities point of contact, prior to initiation of any drilling or excavating operations. Contactors on IRP/BRAC Sites are required to perform their own utility checks based on installation supplied utility maps as identified in the site-specific scope of work for each task order. The Contractor shall comply with all installation or site-specific time and procedural requirements (federal, state, and local) described in the permits obtained. (There may be instances where the Federal Installation may acquire site-specific permits for work performed on Federal Facilities). The publications listed below form a part of the statement of work to the extent listed that they are referenced in individual Task Orders. Copies of the publications listed below can be obtained on the Internet at http://www.access.gpo.gov/nara/cfr/cfr-table-search.html.

In addition to State Regulations that may apply, the Federal Regulations that may apply are:

40 CFR 61 National Emission Standards for Hazardous Air Pollutants

40 CFR 122 EPA Administered Permit Programs: The National Pollutant Discharge Elimination System

40 CFR 125 Criteria and Standards for the National Pollutant Discharge Elimination System

40 CFR 260 Hazardous Waste Management System: General

40 CFR 261 Identification and Listing of Hazardous Waste

40 CFR 262 Standards Applicable to Generators of Hazardous Waste

40 CFR 263 Standards Applicable to Transporters of Hazardous Waste

40 CFR 264 Standards for Owners and Operators of Hazardous Waste Treatment Storage and Disposal Facilities

40 CFR 270 EPA Administrative Permit Programs- The Hazardous Waste Permit Program

40 CFR 268 Land Disposal Restrictions

40 CFR 300 National Oil and Hazardous Substance Pollution Contingency Plan

40 CFR 302 Designation, Reportable Quantities (RQ's), and Notification

40 CFR 355 Emergency Planning and Notification

40 CFR 403 General Pretreatment Regulations for Existing and New Sources of Pollution

40 CFR 761 Polychlorinated Biphenyl's (PCB's) Amendments

Transportation of Hazardous Material shall be in compliance with 49 CFR 100 - 180 especially the regulations listed below:

49 CFR 171 General Information, Regulations and Information

49 CFR 172 Hazardous Materials Table & Communications, Emergency Response Information Requirements

49 CFR 173 General Requirements, Shipment/Packaging

49 CFR 177 Carriage by Public Highway

49 CFR 178 Packaging Requirements

**5.2.2. HEALTH AND SAFETY REQUIREMENTS.** The Contractor shall produce and implement a written Safety and Health Program meeting the requirements of the federal, state, and local laws and regulations and approved by the Contracting Officer. The Contractor shall ensure that its subcontractors, suppliers and support personnel follow all safety and health provisions established in the approved SSHP for the site. The Government reserves the right to stop work under this contract for any violations at no additional cost. The Government will verify that corrective action has been effected and will allow the Contractor to continue performance under the contract. As a minimum, the SSHP shall contain the following elements:

1. Site description and contaminant characterization.

2. Safety and health hazard(s) assessment and risk analysis for each site task and operation.

3. Accident prevention per EM 385-1-1, "Safety and Health Requirements Manual."

4. Safety and health staff organization and responsibilities.

5. Site specific training. (i.e., initial training, such as the OHSA 40-hour training, 8-hour supervisor training, CPR, etc., is to be covered in the Corporate Safety and Health Program.)

6. Site specific medical surveillance parameters (i.e., any special tests for site contaminants not included in the ongoing medical surveillance program covered in the Corporate Safety and Health Program).

7. Personal Protective Equipment (PPE) to be used and establishment of action levels for upgrades or downgrades of PPE.

8. Monitoring and sampling (including on-site and perimeter air sampling, heat and cold stress, noise, and radiation monitoring).

9. Safety and health work precautions and procedures.

10. Site Control Measures.

11. Personnel and equipment decontamination facilities and procedures.

12. On-site first aid and emergency equipment. At least one person currently certified in standard First Aid by the American Red Cross or equivalent agency shall be present on-site at all times during site operations.

13. Emergency response plan and contingency procedures (on-site and off-site).

14. Logs, reports, and record keeping.

15. Accident Reporting

**5.2.3. SITE CHARACTERIZATION/INVESTIGATION.** The investigative services to be provided generally consist of, but not limited to, performing field activities to determine the geology, groundwater conditions, contaminant concentration, contaminate migration, installation of monitoring wells or other monitoring devices, sampling, chemical testing and foundation characteristics.

**5.2.4. STUDIES AND REPORTS.** The Contractor shall perform/prepare reports, investigations, and studies as required by regulatory agencies. Work may include risk assessments, fate and transport, groundwater modeling or other techniques as necessary to determine the potential risks to human health and the environment and to determine remediation goals. For studies (ie. CMS, RI/FS) the Contractor will summarize all known site information and develop, describe and evaluate potential alternatives for remediation. In addition, the study shall recommend an optimal alternative with cost estimates. Considerations in selecting and recommending an alternative shall include, but not be limited to:

Human and Environmental Safety/Risks
Federal, State and Local laws and Regulations
Technical Feasibility
Ease of Implementation
Institutional Factors
Present and Future Costs

**5.2.5. QUALITY CONTROL TESTING.** Chemical Quality Control shall be provided whenever sampling or analysis for chemical constituents is required. Quality control for traditional soils or geotechnical testing shall also be included. The laboratory(ies) to be used by the Contractor shall be approved by the regulatory agencies.

The Contractor may also establish an on-site testing laboratory at the project site. However, this on-site testing shall meet the requirements of EPA and any specific state regulator requirements.

**5.2.6. SUPPORT OF REMEDIAL ACTIONS.** The Contractor will be required to provide incidental engineering services to support the remedial action. These services may include, but are not limited to the following:

Provide structural, mechanical, electrical, architectural, geotechnical, geological, civil, environmental, cost engineering, constructability reviews, or other engineering support required to meet the requirements of the scope. Engineering documents shall be representative of industry or Government standards for drawings and specifications or by performance specifications. Copies of all documents produced by the Contractor shall be provided to the Government. Engineering Documents may include, but are not limited to:

Design Analysis, which will contain the criteria, design assumption, calculation, and other pertinent data.

Contractor Developed Performance specifications.

Computer Aided Design Drafting (CADD) generated drawings.

The Contractor may be required to produce record drawings, modifications, or as-built drawings.

**5.2.7. REMEDIATION.** The Contractor shall perform all necessary fieldwork to address the appropriate remediation requirements. The Contractor shall specify and perform any and all necessary quality control and verification testing, at required frequencies, in order to adequately control and monitor the response action/remedial action. Remediation may or may not be performed in conjunction with site characterization activities. The Contractor shall perform remediation activities, examples of which include but not limited to, removal activities involving debris, demolition, buried drums, Underground Storage Tanks (UST)/Above Ground Storage Tank (AST) removals, excavation and other intrusive activities.

**6. 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 Environmental Remediation sites. The requirements for on-site and off-site personnel may differ for each task order.

Key Management Personnel and their qualifications are identified in Paragraph 6.1. of this Section C.

Other Key Personnel considered essential in the performance of this Contract and their qualifications are identified in Paragraph 6.2. of Section C.

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.

**6.1. Key Management Personnel -**

(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 Environmental Remediation. The Contractor shall designate a Program Manager to act as the primary point of contact (POC) for coordination with USACE, regulators, public interests, and the customer. 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 should 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, if appropriate.

Five (5) years experience in Program Management for other contracts/programs with a minimum of three (3) years working experience in Environmental Remediation sites.

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

(2) **Contractor Quality Control Supervisor (QCS) -** The Contractor should 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 ensure 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 should include:

A minimum of three (3) years working experience in quality control in the chemical/hazardous waste remediation as well as a minimum of three (3) years working experience in Construction Quality Control and Document Quality Control

Demonstrate 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 Environmental Remediation Sites.

(3) **Certified Industrial Hygienist -** The Contractor should designate and utilize at least one individual as the certified industrial hygienist (CIH) to develop, implement, and oversee all

safety and health related aspects of Environmental Remediation work under this Contract and any individual task orders. The minimum qualifications of the CIH should include:

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 Environmental Remediation site activities.

Demonstrate 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 Contracts Manager -** The Contractor should 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 and any individual task orders. 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 should 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 contracting experience.

**6.2. Other Key Personnel:**

(1) **Project Manager(s)** – The Contractor should 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 Contracting Officer 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, the regulators, and the customer for the duration of the project, including monthly progress and detailed cost reporting, if applicable. The Project Manager should 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, if appropriate.

A minimum of five (5) years Project Management experience, with a minimum of three (3) years in Environmental Remediation projects.

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

(2) **Regulatory Specialist -** The Contractor should identify at least one Regulatory Specialist (RS). The RS will be responsible for all regulatory matters as specified herein and with the approved statement of work. The RS must assure that each document submitted by the Contractor is compliant with all federal, state, and local laws and regulations. The RS shall coordinate review and approval procedures for all manifests, although manifest approval may be delegated to a trained representative of the contractor in the field. The Regulatory Specialist should 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.

(3) **Site Safety and Health Officer (SSHO) -** The Contractor should 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 should 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.

(4) **Risk Assessor (RA) -** The Contractor should 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 should 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 RA holding a Ph.D. in the appropriate field should have at least three (3) years of experience performing risk assessments at Environmental Remediation sites, or a RS holding a Master of Science degree in the appropriate field should have at least five (5) years of experience performing risk assessments at Environmental Remediation sites.

Working knowledge of Federal and State Regulations and Guidance dealing with risk assessments.

**6.3. 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.

**6.3.1. Scientists (Minimum Qualifications) -**

**Scientist –** General: This individual will have as a minimum a 4-year college degree in the specified scientific field.

Specific scientific disciplines include but are not limited to:

**a) Geologist/Hydrogeologist -** 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.

Demonstrable education and experience in groundwater hydrogeology.

**b) Chemist -** 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.

**c) Geophysicist -** This individual will have at a minimum 4-year degree in geophysics, geology, geological engineering, or a closely related field. This individual, depending on the level of experience, 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 is responsible for day-to-day operations of the site geophysical investigations.

**6.3.2. Engineers (Minimum Qualifications) -**

**Engineer –** General: This individual will have as a minimum a 4-year college degree in the specified engineering 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.

(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.

(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.

(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.

(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.

**6.4. 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, 29 CFR 1926.65(b), and USACE EM 385-1-1. 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.

**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 Hazardous and Toxic Waste remediation activities. 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.

## 7. CONTRACTOR QUALITY CONTROL FOR FIELD ACTIVITIES (CQC) –

### 7.1. IMPLEMENTATION

**7.1.1. WORK PLAN (WP).** The Contractor is required to submit work plans as required by appropriate regulatory agencies.

**7.1.2. PRE-FIELD ACTIVITIY PLANNING.** The Contractor is responsible for conducting all pre-field activity planning.

**7.1.3. WP DEVELOPMENT.** The development of work plan(s) shall be a phased process. The Contractor shall prepare draft work plan(s) and submit to Contracting Officer and the Installation for review prior to submission to regulatory agencies. The draft WP(s) will be reviewed and comments provided by the Government within (15) fifteen calendar days of receipt of the draft WP. The comments are for Contractor's consideration in the Final WP submitted to the regulatory agencies. The Contractor shall provide an informational copy of the Final WP submitted for regulatory review to the Contracting Officer and the Installation.

**7.1.4. WP ACCEPTANCE.** Regulatory acceptance of the Contractor's Work Plan(s) is required prior to start of field mobilization. The Contractor shall provide any revisions to the Final Work Plan(s) as a result of regulatory review as informational copies to the Contracting Officer and the Installation.

**7.1.5. WP EXECUTION.** During execution of all activities, the Contractor shall follow the approved Final WP. The regulatory agencies must approve, in writing, any deviation from the Final WP and information copies of the deviation shall be provided by the Contractor to the Contracting Officer and the Installation.

**7.2. PUBLIC RELATIONS/PUBLIC COMMENT.** The Contractor shall comply with all provisions of the public relations plan for remedial activities. This will include the production and publication of the notices required by regulatory agencies. All public relation activities require prior approval by the installation. The Contractor will be required to participate in public meetings.

**7.3. ON-SITE ACTIVITIES.** Contractor Quality Control (CQC) Program is the means by which the Contractor ensures that the work, to include that of subcontractors and suppliers, complies with the regulatory and contractual requirements. The installation representative shall be notified at least 24 hours in advance of any QA/QC testing.

**7.3.1. SAFETY INSPECTIONS.** A review of the appropriate activity hazard analysis by the Contracting Officer will be conducted to ensure safety requirements have been met. The Contractor shall perform daily safety inspections of the job-site and the work in progress to ensure compliance with EM 385-1-1 and other occupational health and safety requirements. Daily Quality Control reports shall be used to document the inspection and shall include a notation of the safety deficiencies observed and the corrective actions taken. The Contractor shall use his designated Quality Control Staff, including the SSHO, to perform the required inspections and shall supplement the staff with additional personnel as required.

**7.4. ENFORCEMENT.** The Contractor shall stop work on any item or feature, pending satisfactory correction of any deficiency noted by his Quality Control staff, safety and health staff or by appropriate regulatory agencies. If work has been stopped by the Contractor's QC or the safety and health staff, the Contractor shall notify the installation representative and the Contracting Officer.

**7.5. NOTIFICATION OF NONCOMPLIANCE.** The Contracting Officer will notify the Contractor of any noncompliance. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the Contractor or its authorized representative at the site of the work, shall be deemed sufficient for the purpose of notification. If the Contractor or its representative fails or refuses to comply promptly with the notice, the Contracting Officer may stop all or any part of the work until satisfactory corrective action has been taken.

**7.6. FINAL ACCEPTANCE INSPECTION.** For all sites requiring remediation, the Contractor's Quality Control Inspection personnel, its superintendent or other primary management person, and the Contracting Officer's representative will be in attendance at the Final Inspection. Additional Government personnel including, but not limited to, those from Base/Post or Civil/Facility Engineer, user groups, and major commands may also be in attendance. The Contracting Officer or his representative, based upon notice from the Contractor will formally schedule the final acceptance inspection. This notice will be given to the Contracting Officer at least 2 days prior to the Final Acceptance Inspection date. It must include the Contractor's assurance that all specific items previously identified as unacceptable, along with all remaining work performed under the contract will be complete and acceptable by the date scheduled for the final acceptance inspection. Failure of the Contractor to have all contract work acceptably complete for this inspection could be cause for the Contracting Officer to bill the Contractor for the Governments additional inspection costs. At this time, the Contractor and the Government will inform the facility what future corrective actions may need to be taken to completely remediate the site**.**

**8. TECHNICAL AND REGULATORY REPORTS –**

The development of technical and regulatory reports shall be a phased process. The Contractor shall prepare draft reports and submit to the Contracting Officer at the Corps District Office that is issuing the site-specific task order and the applicable Installation for review prior to submission to regulatory agencies. The draft document will be reviewed and comments provided by the Government within (15) fifteen calendar days of receipt of the draft. The comments are for Contractor's consideration in the final report submitted to the regulatory agencies. An informational copy of the final report submitted for regulatory review shall be provided by the Contractor to the Contracting Officer and the Installation. The Contractor shall provide any revisions to the final report as a result of regulatory review as informational copies to the Contracting Officer and the Installation.

Decision Documents (DD). The approval of the Decision Document shall be a phased process. The Contractor shall prepare the Decision Document and submit to Contracting Officer and the Installation for review and approval prior to submission of the document to regulatory agencies. The Decision Document will be reviewed and approved or rejected by the Government within approximately (90) ninety calendar days of receipt of the Decision Document. As for the review process, the Installation Commander will be the sole approval authority for these documents but the Contracting Officer will verify the documents adhere to the contract provisions.

**8.1. REPORTS AND DOCUMENTATION –**

**8.1.1. DOCUMENT FILES.** The Contractor shall provide to the installation electronic and printed copies of all documents including drawings in a format suitable to the installation. These documents shall be submitted as they are produced in final form. The Contractor will coordinate with the installation to determine format and quantity.

**8.1.2. COVER LETTERS.** A cover letter should accompany each document that indicate the project, project phase, the date comments are due, and to whom comments are to be submitted, the date and location of the review conference, etc., as appropriate. The cover letter shall not be bound into the document.

**8.1.3. COVERS.** The report covers shall be durable binders, which hold pages firmly while allowing easy removal, addition, or deletion of pages.

**8.1.4. REVISIONS AND ADDENDA.** The Contractor shall incorporate review comments issued by regulatory agencies into the final report by revising and reissuing affected pages. If major revisions are necessary, the entire Plan shall be resubmitted. Minor changes affecting only a few pages may be made by addenda sheets, if approved by regulatory agencies. The affected pages shall have the revision number and date of correction on the bottom-right corner of the page. Any changes to the project work plan shall be accompanied by a cover sheet with a list of pages that have been revised. The revised pages that the Contractor issues shall cover any additions or changes to the plans or reports. Any addendum to a phase of the project plan shall be issued, reviewed, and approved by the regulatory agencies prior to the commencement of work for that phase.

**8.1.5. CONFERENCE/MEETING NOTES.** The Contractor shall be responsible for taking notes and preparing the reports of all conferences/meetings. Notes shall be prepared in typed form and furnished to the installation and Contracting Officer within thirty (30) days after the date of a conference/meeting. Distribution shall be made to all attendees.

**9. ENVIRONMENTAL PROTECTION –**

**9.1. GENERAL.** The Contractor shall perform all field work in such a manner as to minimize the pollution of air, water or land and to control noise and dust within reasonable limits or limits established by applicable federal, state, and local laws and regulations. The Contractor shall furnish all labor, materials and equipment, and perform all work required for the protection of the environment during the investigation and/or response action.

The Contractor is responsible for procuring all necessary environmental and regulatory permits prior to commencement of any field activity. The Contractor shall produce any required documentation such as Records of Environmental Consideration or Environmental Impact Statements as required to meet all regulatory requirements.

**9.2. PREFIELD ACTION SURVEY.** Prior to start of any on-site activities, the Contractor and installation representative shall make a condition survey reviewing the condition of trees, shrubs and grassed areas immediately adjacent to the site of the work. The same condition survey shall be made of the area adjacent to the Contractor's installation assigned storage area and access route(s) as applicable.

**9.3. PROTECTION OF LAND AREAS.** Except for any work or storage areas and access routes specifically designated for the use by the Contractor under each individual task order, the land areas outside the limits of the permanent work areas designated under each individual task order shall be preserved in their existing condition. The Contractor shall confine its response action activities to areas specifically designated for his use. The installation will designate storage, related areas, and access routes required temporarily by the Contractor in performance of the work. The Contractor, without the written consent of the installation manager, shall use no other areas of the installation.

**9.4. PROTECTION OF TREES AND SHRUBS.** The Contractor shall take all actions necessary to protect and prevent damage to all trees, shrubs, and vegetation not identified for removal. No ropes, cables, guys, or other types of fasteners shall be fastened to or attached to any nearby trees for anchorages.

**9.4.1. TREE PROTECTIVE STRUCTURES.** Where trees may be defaced, bruised, injured, or otherwise damaged by the Contractor's equipment or operations, the Contractor shall provide protection of such trees by placing boards, planks, poles or fencing around them.

**9.4.2. RESTORATION OF DAMAGED TREES.** Any trees scarred or damaged by the Contractor's negligence shall be restored as nearly as possible to its original condition. Restoration work required will be at the Contractor's expense. All scars made on trees not designated on the plans for removal by the construction operations shall be coated within 24 hours with an approved tree wound dressing. Trees that are to remain, either within or outside established clearing limits that are damaged by the Contractor's negligence so as to be beyond saving, shall be immediately removed. The Contractor shall replace the tree(s) with a nursery-grown tree of the same species and comparable size.

**9.5. PROTECTION OF WATER RESOURCES.** The Contractor shall control the transfer, use and disposal of fuels, oils and other harmful wastes or substances both on and off the site and shall comply with applicable federal, state, and local laws and regulations concerning pollution of air, water and soils while performing work under this contract. Special measures (for example, constructing service areas to fuel and service equipment) shall be taken to prevent sediment, chemicals, fuels, oils or other harmful wastes or substances from entering public waters. Water used on-site shall not be allowed to leave the site untreated without regulatory approval.

The Contractor shall comply with all federal, state, and local laws and regulations regarding storm water management including, but not limited to the National Pollutant Discharge Elimination System (NPDES) program requirements.

**9.6. WASTE DISPOSAL.**

**9.6.1. NON-REGULATED WASTE.** Non-Regulated wastes shall be removed from the installation by the Contractor and disposed of at a permitted facility.

**9.6.2. REGULATED WASTE.** Regulated wastes or substances may consist of a wide variety of materials originating at the site or used on the site. Examples may include drill cuttings, water from well development, sampling or decontamination, as well as solid and liquid wastes originating at the site. If the Installation is the generator of any regulated waste, the Installation has ultimate responsibility for disposal. The Contractor is responsible for the transportation and disposal of all solid and hazardous wastes generated by his activities. Selection of the disposal facility and transportation operations shall be approved by the installation. Plans for dealing with this waste needs to be addressed in the work plans (i.e., coordination with Installation, testing, labeling, manifesting, etc.). The Contractor shall prepare all manifests meeting regulatory requirements, which shall be signed by an installation representative. Disposal paperwork (originals) must be turned over to the Installation for record keeping purposes.

**9.6.3. CONTRACTOR'S MATERIALS.** The Contractor shall be responsible for the proper handling and disposal of all materials they bring to the project site.

**9.6.4**. **DISPOSAL OF WATER.** Contractor may dispose of water generated from the remediation sites into the sanitary sewer with the approval of the appropriate authorities.

**9.7. BURNING.** Burning for the purposes of waste volume reduction will be addressed in the site-specific scope of work for each task order. The appropriate permits shall be obtained before any burning takes place. Copies of all permits and authorizations issued by the regulatory agencies shall be supplied to the installation prior to the start of the activity.

**9.8**. **DUST CONTROL.** The Contractor shall maintain all excavations, embankments, stockpiles, access roads, plant sites, waste areas and all work areas free from excess dust to such reasonable degree as to avoid causing a hazard or nuisance. Approved temporary methods consisting of sprinkling, chemical treatment or similar methods will be permitted to control dust. Dust control shall be performed as the work proceeds and whenever a dust nuisance or hazard occurs. Air monitoring for documentation and for establishment of action levels may be required as determined by appropriate regulatory agencies.

**9.9. SPILL CONTROL.** The Contractor shall prevent all spills and provide contingency measures for cleanup of potential spills during performance of this contract. The Contractor shall:

**9.9.1.** Take adequate measures to prevent spills during excavation, handling, packing, transportation, storage or other operations performed during this contract.

**9.9.2.** The Contractor will provide all emergency measures required to contain any spillages and to remove any wastes or substances that become contaminated due to spillage. Where the spill is due to the actions of the Contractor or any subcontractor, the Contractor shall be responsible for taking all necessary actions at its own expense to correct any and all damage caused by the spill. Failure of the Contractor to take all necessary actions shall cause it to be liable to the Government for all costs incurred or losses suffered by the Government.

**9.9.3.** At the minimum, the Contractor shall perform the following emergency procedures if a spill occurs:

Immediately (within 1 hour) notify the Installation Fire Department or other designated official as identified in the site-specific scope of work.

Take immediate measures, utilizing properly protected personnel, to control and contain the spill, as required by the Site Safety and Health Plan (SSHP).

The Contractor shall document all details of the incident, including written statements of witnesses, photographs, videotapes (VHS format), and sampling results, as applicable.

Provide all decontamination measures required as a result of the Contractor's removal and disposal of spilled wastes or substances. Decontamination residues shall be properly disposed.

Comply with local, state and federal requirements.

**9.10. POST-CONSTRUCTION CLEANUP OR OBLIGATION.** The Contractor shall remediate all signs of temporary construction facilities such as haul roads, work areas, structures, foundations for temporary structures, stockpiles of excess or waste materials and other vestiges of construction prior to the Government's final acceptance of the work. The disturbed areas shall be filled, graded, and the entire area seeded or have sod laid down and returned to the condition of the surrounding area.

**9.11. INSTALLATION SPECIFIC REQUIREMENTS**

**9.11.1.** The Contractor must supply all office and storage space. The Contractor is responsible for hooking into the electrical power and supplying a meter, if a power supply is available. If such electrical power is available, the Contractor will be billed for its electrical power usage on the installation by the installation.

**9.11.2.** Any action that might affect water quality on the installation must be coordinated with the Installation.

**9.11.3.** The Contractor shall coordinate water hookups with the Installation, provided such water is available. The Contractor will supply all fittings and other equipment necessary to obtain this water. Note also that the supply point may be a confined space, which requires the appropriate precautions under Occupational Safety and Health Agency regulations. If such a water supply is available, the Contractor will be billed by the installation for its water usage and must provide a meter to measure its usage.

**9.11.4.** The Contractor must comply with all Federal and State Laws and Regulations in doing any work off the installation. When historical artifacts are found, the Contractor is responsible for stopping work and notifying the Contracting Officer Representative.

**9.11.5.** The Installation Commander has the authority to control or limit access to IRP/BRAC Sites. The government reserves the right to designate haul routes through the installation. The Contractor must keep any roads used for hauling materials onto or off of the installation free of debris including spilled dirt. The Contractor must quickly remove any spilled material. The Contractor is responsible for restoring the haul routes to the same condition as before such activities started.

**9.11.6.** Contractors are required to furnish their own utility locations. It is the Contractor's responsibility to locate the utilities shown on maps, if provided by the Government and/or Installation, and to perform their work to insure that the utilities are not damaged. The

Contractor is responsible for repairing or paying the repair costs for all damaged utility lines or pipes.

**9.11.7.** The contractor is responsible for protection from damage or restoration in kind of any facility, structure, road or other improvements damaged or removed by contractor's activities.

(End of Section C)

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## Section E - Inspection and Acceptance

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

(a) Definitions. "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)

### ***52.246-12 – Inspection of Construction (Aug. 1996)***

(a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not --

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may --

(1) By contract or otherwise, replace or correct the work and charge the cost to the Contractor; or

(2) Terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(End of Clause)

End Of Section E

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## 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)

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## 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, [Designated] District
(To be determined under each Task Order. Any other office/agency designated to receive mail/invoices will be identified by the follow-on Contracting Officer.)

Note: The Contracting Officer for the individual Task Order will be designated by the district issuing the Task Order.

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

1.3 Payment will be made by:

USACE Finance Center**

**Note: The applicable finance center will be designated in each separate Task Order issued.

**2. CONTRACT ADMINISTRATION DATA:**

2.1 The Base Contract(s) will be administered by:

U. S. Army Corps of Engineers
Omaha District (CENWO-CT-H)
106 South 15th Street
Omaha, NE 68102-1618

2.2 However, individual task orders will be negotiated, issued, administered, and closed out by the cognizant district.

2.3 Contracting Officer Representatives will be appointed in writing by the Contracting Officer in each district.

**3. PAYMENT:**

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

**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)

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## Section H – Special Contract Requirements

### 1. GENERAL INSURANCE REQUIREMENTS.

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

**1.2. General liability.** The contracting officer shall require bodily injury liability insurance coverage written on the comprehensive form of policy of at least $500,000 per occurrence.

**1.3. Automobile liability.** The Contractor shall maintain throughout the contract performance period automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least $200,000 per person and $500,000 per occurrence for bodily injury and $20,000 per occurrence for property damage.

**1.4. Contractor's Pollution Liability.** $1,000,000 per occurrence and in the aggregate.

**1.5. Errors & Omissions Liability.** $1,000,000 per occurrence and in the aggregate.

**1.6. Corporate Policies.** The Contractor may use corporate policies to cover Workman's Compensation, Automobile, General Liability, Contractor's Pollution Liability, and Errors & Omissions Liability insurance requirements specified in this Section H.

### 2. COST OVERRUN INDEMNIFICATION.

**2.1. Financial Indemnification.** For the duration of the contract, the Contractor will be responsible for the financial indemnification of the United States Government, the Department of Defense, its officers, agents, and employees for **up to** an additional two (2) times the price of each individual task order issued (example: $1 million task order price plus $2 million indemnification liability of the Contractor, if specified by the site-specific task order scope of work). The Contractor shall financially indemnify the U.S. Government, the Department of Defense, its officers, agents, and employees from and against all claims, demands, suits, actions, liabilities, judgments, civil fines or penalties, criminal fines or penalties, costs and expenses as may arise out of the Contractor's pursuit of or failure to satisfy its contractual obligation for completion of the work as defined in Section C of this solicitation and as defined in each site-specific scope of work for each individual task order. In addition, the Contractor shall be responsible for the financial indemnification of the United States Government, the Department of Defense, its officers, agents, and employees for regulatory reopeners and changes in environmental laws and standards identified within a period of five (5) years after completion of remedy in place for each site as defined for each site-specific scope of work for each individual task order.

**2.2. Indemnification Exclusions.** The indemnification required in connection with the completion of work under this contract does not extend to the three exclusions identified below; however, the Contractor shall have the burden of proving its entitlement to any of these indemnity exclusions:

**2.2.1.** "Acts of God" as defined under CERCLA Section 101 (42 U.S.C. 9601) where the resulting environmental condition was not contributed to by any negligent acts or omissions of the Contractor, its agents, servants, employees or invitees.

**2.2.1.1. ACT OF GOD [CERCLA 101 §(1)]:** Defined as an unanticipated grave natural disaster or other natural phenomenon of an exceptional, inevitable, and irresistible character, the effects of which could not have been prevented or avoided by the exercise of due care or foresight.

**2.2.2.** The remediation of unexploded ordnance (UXO) or high-level radiological contamination unless specifically identified and covered in the insurance policy.

**2.2.2.1. UNEXPLODED ORDNANCE (UXO):** Defined as military munitions that have been primed, fused, armed, or otherwise prepared for action, and have been fired, dropped, launched, projected, or placed in such a manner as to constitute a hazard to operations, installation personnel, or material and remain unexploded either by malfunction, design, or any other cause. Munitions above and including M203 are eligible except for 50 and 60 caliber.

**2.2.2.2. HIGH-LEVEL RADIOACTIVE WASTE (10 CFR 72):** NRC defines HLRW in 10 CFR 72 as the highly radioactive material resulting from the reprocessing of spent nuclear fuel, including liquid waste produced directly in reprocessing and any solid material derived from such liquid waste that contains fission products in concentrations that require isolation.

**2.2.3.** Any natural resources damages that impact the aesthetic value of the property. In addition, any resource damages stemming from the past or continuing release into the environment of any contaminant as defined in Section C, from the identified Government Installation as may be attributable to past, present and future Government operations and processes, assuming such damages are not otherwise attributable to Contractor negligence or intentional misconduct in the performance of work under this contract.

**2.3. Insurance Indemnification Requirements.** Satisfactory evidence of the Contractor's ability to financially indemnify the Government as required by Section H, Paragraph 2.1, shall be provided in the form of remedial cost containment insurance, in a minimum amount of at least seventy-five (75) percent of the task order price. The items covered by the insurance policy shall not entitle the Contractor to an equitable adjustment. The limits of indemnification shall never exceed two (2) times the task order amount. The Contractor shall provide proof of insurance to the Contracting Officer of the Corps District Office issuing the Task Order within thirty (30) calendar days of task order award. Upon review and approval of the insurance policy by the responsible Corps District Contracting Officer, the Government will issue a **Notice To Proceed** after task order award.

**2.4. Remedial Cost Containment Insurance.**

**2.4.1. Insured.** The U.S. Government shall be an Additional Insured under the policy.

**2.4.2. Term.** The term of the policy shall be adequate to cover the task order requirements. The term of the policy may vary depending upon the proposed schedule of work by the Contractor.

**2.4.3. Insurance Carrier.** Must be A.M. Best's rated A- (Excellent) Financial Size Category (FSC) IX or better.

**2.4.4. Coverages.**

**2.4.4.1.** Coverage and limits are to reflect this task order only and are not to be commingled with other policies covering other projects, task orders or operations of the Contractor. The specified insurance shall be primary.

**2.4.4.2.** Lines of Coverage: Remedial Cost Containment

The insurance coverage shall, as a minimum, provide the following:

Remedial Cost Containment - Remediation Coverage: Changes in quantities (e.g. amount of contaminated soil remediated, amount of required testing, number of wells drilled, amount of labor, supplies, equipment, and materials, etc.), changes in the remediation methods or technical approaches used, changes due to discovery of previously unknown contaminants at identified sites within each task order issued, regulatory re-openers and changes in environmental laws or standards, first and third party on and off site remedy costs including off site disposal coverage and all other tasks associated with the completion of the scope..

**2.5. Risk Transfer Limits.**

**2.5.1.** Risk transfer limits for cost containment insurance shall be at least seventy five (75) percent of the task order price, if required in the site-specific scope of work for each task order.

**2.5.2.** Failure of the Contractor to obtain and maintain the level and type of insurance coverage required for each task order issued shall not relieve the Contractor from the indemnity obligation established under this section H. The Contractor's indemnity proposal shall clearly identify all insurance related deductibles, retentions, loss funds, and coverage exclusion(s).

**2.5.3.** The insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or cancelled by either the Contractor or the insurer without thirty (30) days prior written notice, when cancellation is for other than non-payment of premium. If cancellation is for non-payment of premium then written notice of intent to cancel shall be no less than ten days before cancellation. The insurance policy shall also specify the conditions under which the insurance policy can be cancelled. No policy may be reduced in limit or coverage, nor materially changed without thirty (30) day written notice by the Contractor to the Contracting Officer. Moreover, the Contractor must cooperate fully with the insurer throughout the policy term and as outlined in the policy,

so that coverage under the policy is not prejudiced. Finally, cancellation of the policy does not relieve the Contractor of its indemnification to the Government.

**2.6. Assignability.** The Contractor shall provide in its insurance policy that in the event of bankruptcy or insolvency by the Contractor, assignability of the insurance policy may not be unreasonably withheld.

**2.7. Corporate Assets.** The Contractor may use its corporate assets, i.e., corporate bonds, U.S. bonds, letters of credit, certified cashier's checks, bank drafts, certificates of deposit, guarantee agreements, corporate stock, etc. in order to finance exclusions, deductibles before attachment points, and self-insured retentions (i.e., the 25% of indemnification not covered by the insurance policy). The Contractor shall provide written explanation of its intent to use such financial instruments to meet its obligations.

**3. ORGANIZATION CONFLICTS OF INTEREST.**

**3.1. Disclosure.** The Contractor shall provide a disclosure statement with its task order proposal, which concisely describes all relevant facts concerning any past or present organizational conflicts of interest relating to the work in each task order. In the same statement, the Contractor shall provide the information required in the following paragraph to assure the Government that the conflicts of interest have been mitigated and/or neutralized to the maximum extent possible. If a conflict of interest is discovered after task order award, the Contracting Officer will make a decision whether to terminate or rescind the task order and/or contract at that time.

**3.2. Potential Conflicts of Interest.** This request for proposals is open to any offeror to compete as a prime contractor, subcontractor or in any teaming arrangement. In order to avoid any organizational conflicts of interest, or even the appearance of any organizational conflicts of interest, any contractor performing environmental services work at the follow-on installation(s) under each task order will need to avoid, neutralize and/or mitigate -- prior to task order award – significant potential conflicts of interest that may prejudice effective competition. The Contracting Officer has determined that at a minimum contractors currently performing work on the identified installation(s) under each task order must ensure that all data pertaining to contamination at the sites compiled by or in the possession of such contractors shall be made available to all potential Multiple Award Remediation Contract (MARC) contractors in a timely fashion to the maximum extent possible by immediately providing such data to the Contracting Officer. Contractors performing environmental services work at the identified installation(s) under each task order must also have their offers in response to the Task Order RFP prepared by company individuals who are different and distinct from those currently performing the work. Contractors who have performed environmental services work at the installation in the past shall likewise have the Task Order Proposals prepared by individuals other than those who performed the work. All such contractors shall submit with their response to the Task Order RFP a mitigation plan addressing the above concerns and all other steps taken to eliminate unfair any competitive advantage. This mitigation plan will be evaluated by the Contracting Officer in order to determine whether any contractor should be eliminated from the competition on the basis of an unavoidable conflict of interest.

**4. FIVE-YEAR WARRANTY.**

The Contractor shall provide a 5-year warranty period on all sites completed as identified in each site-specific Scope of Work in each task order from the date of Site Close-out, unless a task order is issued that specifically states that the 5-year warranty period is not required for a particular site. During this 5-year warranty period, the Contractor shall be responsible for

remediation and warrant the Government from cost increases to the task order for changes due to discovery of additional contamination at the site causing the regulators to refuse to close-out the site(s), changes to remediation methods or technical approaches, regulatory re-openers, and changes in environmental laws or standards that cause the regulators to refuse to close-out the site(s).

**5. RETAINAGE.**

**Retentions.** The Contractor may bill for up to ninety (90%) percent of the milestone established under each task order in accordance with FAR Clause 52.232-32, Performance-Based Payments as found in this contract for contract financing payments. The Government will withhold the remaining ten (10%) percent of the milestone payment until the milestone is achieved by the Contractor in the judgment of the Contracting Officer.

**6. FINES AND PENALTIES.**

The contractor shall be solely liable for fines and/or penalties assessed by state regulators and/or other cognizant regulatory agencies for failure to comply with any requirements of this contract, unless excused by Paragraph 2.2.1 of this Section H. "Compliance" shall include performance and completion of the work under each task order as defined by the Scope of Work or work plan or other approved plan in accordance with all applicable requirements of law, the contract, and any other approved plans and documents, and within the specified time schedules established under each task order and/or this contract. Any amounts attributable to fines and penalties will be deducted from the payment(s) to the contractor.

**7. PROGRESS REPORTS.**

In addition to reports/data as may be required under Section C of this contract and task order specific requirements, the Contractor shall, at a minimum, provide to the Contracting Officer a consolidated clean-up progress report annually, as a minimum, documenting the clean-up progress at each site/installation.

**8. MINIMUM GUARANTEE.**

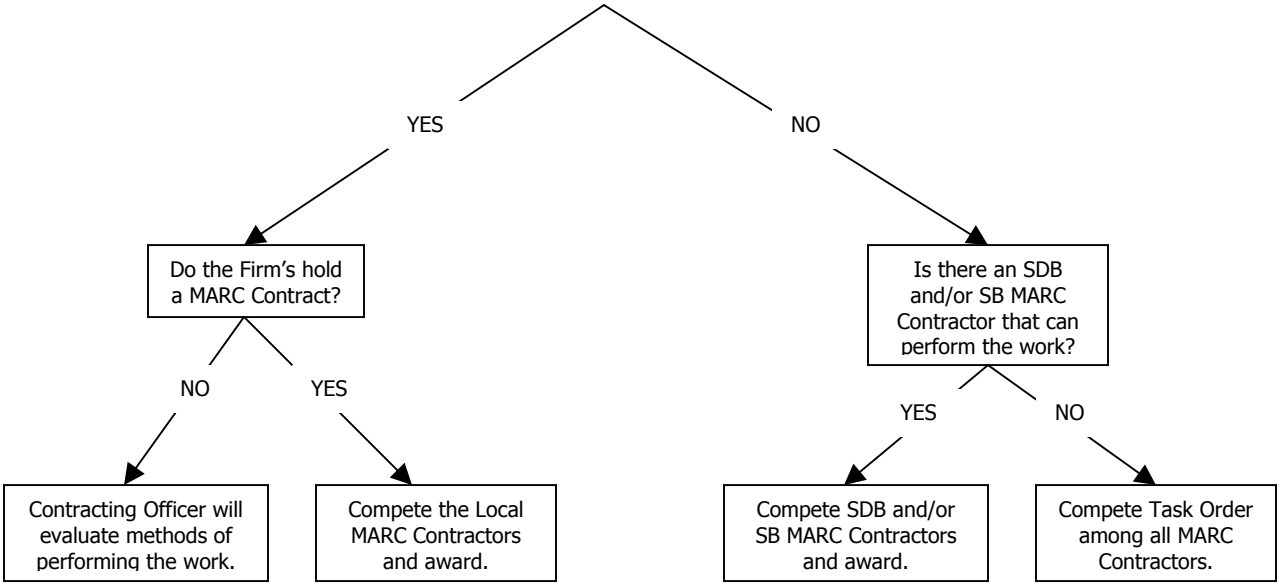
The minimum guarantee for the base period and each option period shall be $75,000 which can be satisfied by obligating funds and/or issuing a task order against the base contract.

**9. MULTIPLE AWARD REMEDIATION CONTRACTS (MARC).**

**9.1.** The Government intends to issue task orders in accordance with FAR Subpart 16.5. However, special procedures will be followed for Base Realignment And Closure (BRAC) installations. The Government will comply with DFARS Subpart 226.7102 and EFARS Subpart 26.72. If the Government determines that local vicinity firms can perform the work and they do not hold a MARC contract, the project may be done outside the scope of these contracts under another contract vehicle.

The diagrammed process that the Government will go through for determining if the BRAC Installation where the work is to be performed can be performed by one of the contractors under this MARC is the following:

Are there Local Firms in the Vicinity of the Installation that can perform the work?




**9.2.** Follow on Task Orders at Installations where work is currently being performed by one of the FPRI MARC Contractors may go to the Contractor that is currently working on the installation and may not be competed in accordance with FAR Subpart 16.505. This will be based on the Contractor's current and/or past performance at the installation, as well as the Contractor's capability of performing the work, the ability to handle the additional work capacity, and the ability to obtain the needed cost containment insurance and/or performance and payment bonds. It is in the Government's best interest to limit the number of Contractors responsible for site cleanup. Follow on Task Orders will be evaluated on a case-by-case basis. If determined by the Contracting Officer the Task Order will be competed among the MARC Contractors under the procedures outlined in this Section H, in order to determine the Contractor that will offer the Best Value to the Government for the work to be done.

**9.3.** Construction Task Orders will not be set-aside for any Small Business MARC Contractor in accordance with FAR Part 19.10.

**9.4.** The Small Business MARC Contractors may have work at Installations, other than BRAC Installations, set-aside as determined by the Contracting Officer on a case-by-case basis. The Contracting Officer will take into consideration such factors as the complexity of the project, the size of the project, and the cost of the project or similar decision points. The Government's intent is to provide a fair opportunity to those Small Business MARC Contractors in obtaining work on installations, if practicable. All other task orders will be competed among all MARC contractors.

**10. WAGE DECISIONS AND/OR WAGE DETERMINATIONS.**

All task orders that are subject to Davis-Bacon Act and/or Service Contract Act will have the applicable wage decision/determination provided in the Task Order RFP. Since the place of performance is unknown for the base contract(s), no wage decision/determination was provided.

**11. ORDER OF PREFERENCE FOR WORK EXECUTION.**

On-going military operations at active installations shall take precedence over environmental services described under this contract or any task orders issued.

**12. CORPS-WIDE CONTRACT ACCESS.**

The resulting contract(s) may be used by any U.S. Army Corps of Engineers Districts within the geographical boundaries as defined in Section B and Section C of this Contract. The Omaha District will award the base contract(s) with individual task orders being negotiated, issued, administered, and closed out by the individual cognizant districts.

**13. PERFORMANCE AND PAYMENT BONDS.**

Task orders may require Performance and Payment Bonds and/or Cost Containment Insurance depending upon the site-specific scope of work requirements. The Contracting Officer will notify the Contractor if Remedial Cost Containment Insurance and/or Performance and Payment Bonds are required at the time of request for proposal in the site-specific scope of work for each task order.

**14. MARC ID/IQ INFORMATION**

**14.1.** More than one contract is being awarded for the same services as this contract. Each contractor will be afforded a fair opportunity to be considered for each task order in excess of $2,500.00.

**14.2.** The Contracting Officer, along with the advice of his/her technical experts, will determine the factors and subfactors necessary to evaluate each contractor's proposal for a task order award. These factors and subfactors may vary and will be determined on a task order by task order basis.

**14.3.** If the contractor believes it was not fairly considered for a particular task (delivery) order, the contractor may present the matter to the contracting officer. The contractor may appeal the explanation or decision of the contracting officer to the USACE Ombudsman, who is the USACE PARC, at the following address:

Headquarters, U.S. Army Corps of Engineers
Attention: CEPR-P (USACE Ombudsman)
20 Massachusetts Avenue N.W.
Washington, D.C. 20314-1000.

The ombudsman will review the contractor's complaint, and in coordination with the contracting officer, ensure that the contractor was afforded a fair opportunity to be considered for the task (delivery) order.

**15. AFARS 5116.5 - MULTIPLE AWARD TASK ORDER CONTRACTS**

AFARS 5116.5 which requires the proposals submitted in response to competition under Multiple Award Task Order (MATO) Contracts to be limited to no more than five pages, including attachments, will not be followed. The Principal Assistant Responsible for Contracting (PARC) has delegated to the Chiefs of the Contracting Offices the authority to approve deviations from the five-page limitation for MATO proposals submitted in response to competition under Environmental Remediation MATO Contracts. The deviation will be implemented by approved

findings and determinations (D&Fs), which will be forwarded to the PARC within 5 days after approval.

This contracting tool requires the evaluation of multiple factors and subfactors in order to determine which contractor will provide the best value to the Government on a task order by task order basis, including evaluation of the insurance policy. The factors and subfactors, as stated in Paragraph 14.2, will be determined on a task order by task order basis as the requirements and scope of services will drive what the contractor will need to provide in their proposal for evaluation purposes.

(End of Section H)

# ***DRAFT COPY***

## Section I – Contract Clauses

The Omaha District has requested a class deviation for the following clauses in order to perform the work anticipated under this contract vehicle:

FAR Clause 52.236-2 – Differing Site Conditions (APR 1984)

FAR Clause 52.243-4 – Changes (AUG 1987)

Provided the deviation is granted, these FAR Clauses will not be incorporated into this RFP or be incorporated into the follow-on Contract(s).

### *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)***

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

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

***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)***

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

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

***52.215-20 -- Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (Oct 1997)***

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

***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)

***52.217-8 – 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)***

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

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

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

(End of Clause)

***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)

### *252.219-7004 – Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997)*

(a) Definition. "Subcontract," as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(b) The Offeror's comprehensive small business subcontracting plan and its successors, which are authorized by and approved under the test program of Section 834 of Pub. L. 101-189, as amended, shall be included in and made a part of the resultant contract. Upon expulsion from the test program or expiration of the test program, the Contractor shall negotiate an individual subcontracting plan for all future contracts that meet the requirements of Section 211 of Pub. L. 95-507.

(c) The Contractor shall submit Standard Form (SF) 295, Summary Subcontract Report, in accordance with the instructions on the form, except-

(1) One copy of the SF 295 and attachments shall be submitted to Director, Small and Disadvantaged Business Utilization, Office of the Deputy Under Secretary of Defense (International and Commercial Programs), 3061 Defense Pentagon, Room 2A338, Washington, DC 20301-3061; and

(2) Item 14, Remarks, shall be completed to include semi-annual cumulative-

(i) Small business, small disadvantaged business, and women-owned small business goals; and

(ii) Small business and small disadvantaged business goals, actual accomplishments, and percentages for each of the two designated industry categories.

(d) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract.

(End of clause)

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

***52.219-7 -- Notice of Partial Small Business Set-Aside (Jul 1996)***

(a) *Definitions. "Small business concern"*, as used in this clause, 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 size standards in this solicitation.

(b) *General*.

(1) A portion of this requirement, identified elsewhere in this solicitation, has been set aside for award to one or more small business concerns.

(2) Offers on the non-set-aside portion will be evaluated first and award will be made on that portion in accordance with the provisions of this solicitation.

(3) The set-aside portion will be awarded at the highest unit price(s) in the contract(s) for the non-set-aside portion, adjusted to reflect transportation and other costs appropriate for the selected contractor(s).

(4) The contractor(s) for the set-aside portion will be selected from among the small business concerns that submitted responsive offers on the non-set-aside portion. Negotiations will be conducted with the concern that submitted the lowest responsive offer on the non-set-aside portion. If the negotiations are not successful or if only part of the set-aside portion is awarded to that concern, negotiations will be conducted with the concern that submitted the second-lowest responsive offer on the non-set-aside portion. This process will continue until a contract or contracts are awarded for the entire set-aside portion.

(5) The Government reserves the right to not consider token offers or offers designed to secure an unfair advantage over other offerors eligible for the set-aside portion.

(c) *Agreement*. For the set-aside portion of the acquisition, a small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the trust territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed $25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(End of Clause)

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

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

***52.219-23 – Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (May 2001)***

***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)***

***52.222-30 Davis-Bacon Act -- Price Adjustment (None or Separately Specified Method) (Dec 2001)***

***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)***

***252.223-7004 – 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 |
|---|---|---|

(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) |
|---|---|---|

(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)

***252.225-7021 – Trade Agreements (SEP 2001)***

(a) Definitions. As used in this clause-

(1) "Caribbean Basin country" means-

| | | |
|---|---|---|
| Antigua and Barbuda | El Salvador | Nicaragua |
| Aruba | Grenada | St. Kitts-Nevis |
| Bahamas | Guatemala | St. Lucia |
| Barbados | Guyana | St. Vincent and the |

| | | |
|---|---|---|
| Belize | Haiti | Grenadines |
| British Virgin Islands | Jamaica | Trinidad and Tobago |
| Costa Rica | Montserrat | |
| Dominica | Netherlands Antilles | |

(2) "Caribbean Basin country end product"-

(i) Means an article that-

(A) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(B) In the case of an article that consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in a Caribbean Basin country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was so transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself; and

(ii) Excludes products, other than petroleum and any product derived from petroleum, that are not granted duty-free treatment under the Caribbean Basin Economic Recovery Act (19 U.S.C. 2703(b)). These exclusions presently consist of-

(A) Textiles, apparel articles, footwear, handbags, luggage, flat goods, work gloves, leather wearing apparel, and handloomed, handmade, or folklore articles that are not granted duty-free status in the Harmonized Tariff Schedule of the United States (HTSUS);

(B) Tuna, prepared or preserved in any manner in airtight containers; and

(C) Watches and watch parts (including cases, bracelets, and straps) of whatever type, including, but not limited to, mechanical, quartz digital, or quartz analog, if such watches or watch parts contain any material that is the product of any country to which the HTSUS column 2 rates of duty (HTSUS General Note 3(b)) apply.

(3) "Components" means those articles, materials, and supplies directly incorporated into end products.

(4) "Designated country" means-

| | | |
|---|---|---|
| Aruba | Germany | Netherlands |
| Austria | Greece | Niger |
| Bangladesh | Guinea | Norway |
| Belgium | Guinea-Bissau | Portugal |
| Benin | Haiti | Republic of Korea |
| Bhutan | Hong Kong | Rwanda |
| Botswana | Iceland | Sao Tome and Principe |
| Burkina Faso | Ireland | Sierra Leone |

| | | |
|---|---|---|
| Burundi | Israel | Singapore |
| Canada | Italy | Somalia |
| Cape Verde | Japan | Spain |
| Central African | Kiribati | Sweden |
| Republic | Kiribati | Switzerland |
| Chad | Lesotho | Tanzania U.R. |
| Comoros | Liechtenstein | Togo |
| Denmark | Luxembourg | Tuvalu |
| Djibouti | Malawi | Uganda |
| Equatorial Guinea | Maldives | United Kingdom |
| Finland | Mali | Vanuatu |
| France | Mozambique | Western Samoa |
| Gambia | Nepal | Yemen |

(5) "Designated country end product" means an article that-

(i) Is wholly the growth, product, or manufacture of the designated country; or

(ii) In the case of an article that consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in a designated country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was so transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.

(6) "End product" means those articles, materials, and supplies to be acquired for public use under the contract. For this contract, the end products are the line items to be delivered to the Government (including supplies to be acquired by the Government for public use in connection with service contracts, but excluding installation and other services to be performed after delivery).

(7) "NAFTA country end product" means an article that-

(i) Is wholly the growth, product, or manufacture of the NAFTA country; or

(ii) In the case of an article that consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in a NAFTA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was so transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.

(8) "Nondesignated country end product" means any end product that is not a U.S. made end product or a designated country end product.

(9) "North American Free Trade Agreement (NAFTA) country" means Canada or Mexico.

(10) "Qualifying country" means any country set forth in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement.

(11) "Qualifying country end product" means-

(i) An unmanufactured end product mined or produced in a qualifying country; or

(ii) An end product manufactured in a qualifying country if the cost of the components mined, produced, or manufactured in the qualifying country and its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components.

(12) "United States" means the United States, its possessions, Puerto Rico, and any other place subject to its jurisdiction, but does not include leased bases or trust territories.

(13) "U.S. made end product" means an article that-

(i) Is wholly the growth, product, or manufacture of the United States; or

(ii) In the case of an article that consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in the United States into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was so transformed.

(b) Unless otherwise specified, the Trade Agreements Act of 1979 (19 U.S.C. 2501, et seq.), the North American Free Trade Agreement Implementation Act of 1993 (19 U.S.C. 3301 note), and the Caribbean Basin Initiative apply to all items in the Schedule.

(c) (1) The Contractor agrees to deliver under this contract only U.S. made, qualifying country, designated country, Caribbean Basin country or NAFTA country end products unless, in its offer, it specified delivery of other nondesignated country end products in the Trade Agreements Certificate provision of the solicitation.

(2) The Contractor may not supply a nondesignated country end product other than a qualifying country end product, a Caribbean Basin country end product, or a NAFTA country end product, unless-

(i) The Contracting Officer has determined that offers of U.S. made end products or qualifying, designated, Caribbean Basin, or NAFTA country end products from responsive, responsible offerors are either not received or are insufficient to fill the Government's requirements; or

(ii) A national interest waiver has been granted under section 302 of the Trade Agreements Act of 1979.

(d) The offered price of end products listed in paragraph (c)(2) of the Trade Agreements Certificate provision of the solicitation must include all applicable duty, whether or not a duty-free entry certificate will be granted. The offered price of qualifying country, designated country, Caribbean Basin country, or NAFTA country end products, for line items subject to the Trade Agreements Act or the North American Free Trade Agreement Implementation Act, should not include custom fees or duty. The offered price of U.S. made end products should not include duty for qualifying country components.

(e) The HTSUS is available on the Internet at http://www.customs.ustreas.gov/impoexpo/impoexpo.htm. The following sections of the HTSUS provide information regarding duty-free status of articles specified in paragraph (a)(2)(ii)(A) of this clause:

(1) General Note 3(c), Products Eligible for Special Tariff Treatment.

(2) General Note 17, Products of Countries Designated as Beneficiary Countries Under the United States--Caribbean Basin Trade Partnership Act of 2000.

(3) Section XXII, Chapter 98, Subchapter II, Articles Exported and Returned, Advanced or Improved Abroad, U.S. Note 7(b).

(4) Section XXII, Chapter 98, Subchapter XX, Goods Eligible for Special Tariff Benefits Under the United States--Caribbean Basin Trade Partnership Act.

(End of clause)

***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 (Feb 2000)***

***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 its 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)***

***52.228-11 -- Pledges of Assets (Feb 1992)***

***52.228-14 -- Irrevocable Letter of Credit (Dec 1999)***

***52.228-15 -- Performance and Payment Bonds -- 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 total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

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

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

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

(3) Additional bond protection.

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

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

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

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified

check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW, 2nd Floor, West Wing, Washington, DC 20227.

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

(End of Clause)

***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)***

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any

deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if --

(a) The amount due on the deliveries warrants it; or

(b) The Contractor requests it and the amount due on the deliveries is at least $1,000 or 50 percent of the total contract price.

(End of Clause)

***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)***

***52.232-13 – Notice of Progress Payments (Apr 1984)***

The need for customary progress payments conforming to the regulations in Subpart 32.5 of the Federal Acquisition Regulation (FAR) will not be considered as a handicap or adverse factor in the award of the contract. The Progress Payments clause included in this solicitation will be included in any resulting contract, modified or altered if necessary in accordance with subsection 52.232-16 and its Alternate I of the FAR. Even though the clause is included in the contract, the clause shall be inoperative during any time the contractor's accounting system and controls are determined by the Government to be inadequate for segregation and accumulation of contract costs.

(End of Provision)

***52.232-17 – Interest (Jun 1996)***

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

***52.232-25 -- Prompt Payment (Feb 2002)***

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

***52.232-32 -- Performance-Based Payments (Feb 2002)***

(a) Amount of payments and limitations on payments. Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) Contractor request for performance-based payment. The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) Approval and payment of requests.

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the 30th day after receipt of the request for performance-based payment. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments.

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) Reduction or suspension of performance-based payments. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's --

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title.

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination or special tooling clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not --

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is damaged, lost, stolen, or destroyed, the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) Records and controls. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) Reports and Government access. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) Special terms regarding default. If this contract is terminated under the Default clause,

(1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and

(2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) Reservation of rights.

(1) No payment or vesting of title under this clause shall --

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause --

(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) Content of Contractor's request for performance-based payment. The Contractor's request for performance-based payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for performance-based payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made;

(4) Such information and documentation as is required by the contract's description of the basis for payment; and

(5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) Content of Contractor's certification. As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that --

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on _____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of Clause)

***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)

***252.236-7001 – Contract Drawings and Specifications (AUG 2000)***

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall-

(1) Check all drawings furnished immediately upon receipt;

(2) Compare all drawings and verify the figures before laying out the work;

(3) Promptly notify the Contracting Officer of any discrepancies;

(4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and

(5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

(1) Large-scale drawings shall govern small-scale drawings; and

(2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

| Title | File | Drawing No. |
|---|---|---|

(End of clause)

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

***52.236-3 – Site Investigation and Conditions Affecting the Work (Apr 1984)***

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to

(1) conditions bearing upon transportation, disposal, handling, and storage of materials;

(2) the availability of labor, water, electric power, and roads;

(3) uncertainties of weather, river stages, tides, or similar physical conditions at the site;

(4) the conformation and conditions of the ground; and

(5) the character of equipment and facilities needed preliminary to and during work performance.

The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

(End of Clause)

***52.236-4 - Physical Data (Apr 1984)***

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

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by ___[task order] _____.

(b) Weather conditions ___[by task order]_____ .

(c) Transportation facilities _____[by task order]____.

(d) _____[by task order]_____ .

(End of Clause)

***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)***

***52.236-21 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)***

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

***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)

***52.244-6 – 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)***

***52.246-20 – Warranty of Services (May 2001)***

(a) Definition.

"Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within 5-years from the date of acceptance by the Government. This notice shall state either --

(1) That the Contractor shall correct or reperform any defective or nonconforming services; or

(2) That the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

(End of Clause)

***52.246-21 – Warranty of Construction (Mar 1994)***

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 5-years from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 5-years from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of --

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 5-years from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall --

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

(3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

(End of Clause)

***52.248-1 – Value Engineering (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)***

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

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

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

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

(b) The use in this solicitation or contract of any _____. [insert regulation name] (48 CFR _____) clause with an authorized deviation is indicated by the addition of "(Deviation)" after the name of the regulation.

(End of Clause)

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

(End of Section I)

# Section J – List of Attachments

**NOTE: THE OFFEROR MUST HAVE ALL THE INFORMATION WITHIN THEIR PROPOSAL AS *SHOWN IN THE ATTACHMENTS BELOW AND SPECIFIED IN SECTION L OF THE RFP. THE PREVIOUS EXPERIENCE FORMS MAY BE RETYPED/REFORMATTED TO FIT THE OFFEROR'S PROPOSAL AS NECESSARY, BUT ALL INFORMATION SHALL BE PROVIDED AT THE VERY MINIMUM (WITHIN THE PAGE LIMITS AND FONT REQUIREMENTS SPECIFIED IN SECTION L OF THIS RFP). THE OWNER/CLIENT PAST PERFORMANCE SURVEY SHALL CONTAIN ALL THE INFORMATION PROVIDED AND BE IN THE SAME ORDER AS SHOWN, BUT MAY BE RETYPED TO FIT THE OFFEROR'S PROPOSAL (WITHIN THE PAGE LIMITS AND FONT REQUIREMENTS SPECIFIED IN SECTION L OF THIS RFP).***

List of attachments:

1. Firm Fixed-Price Sample Project
2. Labor Rates **(For this Sample Proj*ect ONLY)***
   Service Contract Act Rates
   Davis-Bacon Wage Rates
3. Previous Experience Form
4. Owner/Client Past Performance Survey
5. Certificate of Current Cost or Pricing Data (For use in follow-on Task Orders)
6. Lobbying Certificate - Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (For use in follow-on Task Orders)

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**SAMPLE PROJECT**

## SAMPLE PROJECT SCOPE OF WORK

### 1 Introduction

1.1 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.

1.2 Firm Fixed Price. The Contractor shall assume that a firm fixed price delivery order will be utilized to perform the task described within this Scope of Work. The project plans shall address the Contractor's management capability and approach as well as any subcontracting requirements and interface with the prime Contractor. The information submitted in response to this solicitation should be used to respond to this sample Scope of Work. The contract requirements stipulated within Section C of this package should also be taken into consideration when preparing a response to this sample project.

### 2 Location

The Contractor shall assume that the fictitious site described for this project is located within the state of Minnesota, in an urban setting approximately 10 miles west of Minneapolis.

### 3 Site History

3.1 The site was used as a service station by various Department of Defense entities during its operating history, which lasted from 1940 through 1972. The facility has been declared excess and will

ultimately be sold. A second area to be addressed is a former transformer yard contaminated with PCB's.

3.2 The service station site of concern is comprised of a single area that has been sampled and analyzed for solvents and fuels. The area that has been characterized was a service station. The station was used to dispense automotive fuel with an attached three bay maintenance shop. The contaminants of concern are total BTEX at 200 ppm and TCE at 20 ppm in the soil. These contaminants have not been detected in the groundwater. The PCB site contains 3000 cubic yards of contaminated soil.

3.3 This problem focuses on the contaminated soil. The selected and approved remedy for the service station is a soil vapor extraction system. The contaminated area is 100ft by 100ft. The contamination extends 45 ft below ground surface. Groundwater is encountered at 75 ft. The soils at the site are a sand-silt / sand-clay mixture. The remediation system will utilize SVE 11 wells with a vapor flow rate of 15 CFM per well. A 5 HP, 280 SCFM blower will be used. Off gas treatment will be granular activated carbon. Assume a 3-year operating period will be required at which time the site will be clean.

The selected and approved remedy for the PCB site is off-site incineration. An area 80 feet by 80 feet will be excavated to a depth of 10 feet. The soil will be transported off-site for incineration. Assume the haul distance is 500 miles one-way and the disposal fee is $1300 per cubic yard. An on-site borrow area is available.

## 4 Site Conditions

A concrete pavement covers the site. Assume any required utilities are located within 100 ft of the site.

## 5 Cost Proposal

5.1 **Sample Project Cost Proposal.** The Offeror shall submit a detailed cost estimated for the design and construction of the sample project. The detailed cost estimates will include costs for all proposed activities for each product. This includes all professional and support effort such as project management, professional service resources and overhead costs. Even though the technical description of the Sample Project is abbreviated, the cost proposal should represent the requirements for the full work effort. This estimate shall be limited to fifteen (15) pages. Direct costs should be detailed by labor, equipment, and material, and should include subcontractor markups, when applicable. All assumptions, quotations, and documentation will be noted in the estimates. Indirect cost categories such as prime contractor's home office and field office overheads, profit should be identified, and appropriate costs included for each in the estimate. *Bonding Costs will not be required for this sample project.* **Cost Containment *Insurance will be required for the Contract and the cost is $600,000.00 and will be added to the total cost of the project.*** Both design and construction contingencies will be included in the estimate. Other cost categories such as cost escalation, supervision, and administration, engineering during construction, as-builts, and Government laboratory Quality Assurance will also be included in the estimate, as appropriate, to form a total project cost for the remedial action. The Wage Determination to be used in developing the Sample Project Cost Proposal can be found in this Section J of this RFP. These wage rates are provided only as an example of typical wage rates, so that all Offerors utilize the same wage determination in the development of their sample problem.

5.2. The Offeror shall also provide a brief narrative describing the impacts on home office, field office, and relocation costs based on the premise that this sample project represents the second Task Order issued under the contract and other task orders are underway. The narrative should also discuss how these impacts can be minimized and the projects can be accomplished

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concurrently. The sample project cost proposal should be a separate tab within the sample problem write-up, and should not be interspersed throughout the sample project technical proposal.

**WAGE RATES**

WAGE DETERMINATION NO: 94-2287 REV (23) AREA: MN,MINNEAPOLIS
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

| Wage Determination No.: 1994-2287
William W.Gross Division of | Revision No.: 23
Director Wage Determinations | Date Of Last Revision: 08/23/2002

States: Minnesota, Wisconsin
Area: Minnesota Counties of Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, Ramsey, Scott, Washington, Wright
Wisconsin Counties of Pierce, Polk, St Croix

**Fringe Benefits Required Follow the Occupational Listing**

| OCCUPATION TITLE | MINIMUM WAGE RATE |
|---|---|
| Administrative Support and Clerical Occupations | |
| Accounting Clerk I | 10.83 |
| Accounting Clerk II | 12.41 |
| Accounting Clerk III | 14.20 |
| Accounting Clerk IV | 16.66 |
| Court Reporter | 16.67 |
| Dispatcher, Motor Vehicle | 16.67 |
| Document Preparation Clerk | 14.05 |
| Duplicating Machine Operator | 12.77 |
| Film/Tape Librarian | 12.87 |
| General Clerk I | 12.13 |
| General Clerk II | 13.42 |
| General Clerk III | 14.05 |
| General Clerk IV | 16.59 |
| Housing Referral Assistant | 16.91 |
| Key Entry Operator I | 12.39 |
| Key Entry Operator II | 13.81 |
| Messenger (Courier) | 10.60 |
| Order Clerk I | 12.40 |
| Order Clerk II | 14.39 |
| Personnel Assistant (Employment) I | 12.57 |
| Personnel Assistant (Employment) II | 14.99 |
| Personnel Assistant (Employment) III | 17.19 |
| Personnel Assistant (Employment) IV | 19.54 |
| Production Control Clerk | 17.25 |
| Rental Clerk | 13.41 |
| Scheduler, Maintenance | 14.71 |
| Secretary I | 14.71 |

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| | |
|---|---|
| Secretary II | 16.00 |
| Secretary III | 17.96 |
| Secretary IV | 19.47 |
| Secretary V | 23.49 |
| Service Order Dispatcher | 15.19 |
| Stenographer I | 13.53 |
| Stenographer II | 15.19 |
| Supply Technician | 19.47 |
| Survey Worker (Interviewer) | 15.15 |
| Switchboard Operator-Receptionist | 12.81 |
| Test Examiner | 16.00 |
| Test Proctor | 16.02 |
| Travel Clerk I | 10.15 |
| Travel Clerk II | 10.94 |
| Travel Clerk III | 11.74 |
| Word Processor I | 13.20 |
| Word Processor II | 15.64 |
| Word Processor III | 16.60 |
| Automatic Data Processing Occupations | |
| Computer Data Librarian | 12.65 |
| Computer Operator I | 14.62 |
| Computer Operator II | 16.52 |
| Computer Operator III | 18.79 |
| Computer Operator IV | 21.03 |
| Computer Operator V | 23.43 |
| Computer Programmer I (1) | 20.10 |
| Computer Programmer II (1) | 23.54 |
| Computer Programmer III (1) | 26.49 |
| Computer Programmer IV (1) | 27.62 |
| Computer Systems Analyst I (1) | 27.62 |
| Computer Systems Analyst II (1) | 27.62 |
| Computer Systems Analyst III (1) | 27.62 |
| Peripheral Equipment Operator | 14.62 |
| Automotive Service Occupations | |
| Automotive Body Repairer, Fiberglass | 23.66 |
| Automotive Glass Installer | 18.20 |
| Automotive Worker | 18.98 |
| Electrician, Automotive | 19.80 |
| Mobile Equipment Servicer | 16.68 |
| Motor Equipment Metal Mechanic | 20.57 |
| Motor Equipment Metal Worker | 18.98 |
| Motor Vehicle Mechanic | 19.73 |
| Motor Vehicle Mechanic Helper | 15.92 |
| Motor Vehicle Upholstery Worker | 17.63 |
| Motor Vehicle Wrecker | 18.98 |
| Painter, Automotive | 18.99 |
| Radiator Repair Specialist | 18.79 |
| Tire Repairer | 16.12 |
| Transmission Repair Specialist | 20.57 |
| Food Preparation and Service Occupations | |
| Baker | 13.30 |
| Cook I | 12.22 |
| Cook II | 13.30 |

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| | |
|---|---|
| Dishwasher | 9.93 |
| Food Service Worker | 9.93 |
| Meat Cutter | 15.30 |
| Waiter/Waitress | 10.54 |
| Furniture Maintenance and Repair Occupations | |
| Electrostatic Spray Painter | 18.83 |
| Furniture Handler | 15.26 |
| Furniture Refinisher | 18.83 |
| Furniture Refinisher Helper | 16.92 |
| Furniture Repairer, Minor | 18.54 |
| Upholsterer | 18.83 |
| General Services and Support Occupations | |
| Cleaner, Vehicles | 9.93 |
| Elevator Operator | 11.42 |
| Gardener | 12.77 |
| House Keeping Aid I | 9.32 |
| House Keeping Aid II | 11.42 |
| Janitor | 11.42 |
| Laborer, Grounds Maintenance | 11.23 |
| Maid or Houseman | 9.32 |
| Pest Controller | 12.69 |
| Refuse Collector | 11.42 |
| Tractor Operator | 12.25 |
| Window Cleaner | 12.21 |
| Health Occupations | |
| Dental Assistant | 14.14 |
| Emergency Medical Technician (EMT)/Paramedic/ Ambulance Driver | 14.14 |
| Licensed Practical Nurse I | 11.26 |
| Licensed Practical Nurse II | 12.64 |
| Licensed Practical Nurse III | 14.14 |
| Medical Assistant | 12.55 |
| Medical Laboratory Technician | 12.64 |
| Medical Record Clerk | 11.49 |
| Medical Record Technician | 13.84 |
| Nursing Assistant I | 8.57 |
| Nursing Assistant II | 9.74 |
| Nursing Assistant III | 10.23 |
| Nursing Assistant IV | 11.33 |
| Pharmacy Technician | 13.55 |
| Phlebotomist | 12.64 |
| Registered Nurse I | 16.52 |
| Registered Nurse II | 20.20 |
| Registered Nurse II, Specialist | 20.20 |
| Registered Nurse III | 24.45 |
| Registered Nurse III, Anesthetist | 24.45 |
| Registered Nurse IV | 29.19 |
| Information and Arts Occupations | |
| Audiovisual Librarian | 17.58 |
| Exhibits Specialist I | 16.37 |
| Exhibits Specialist II | 20.99 |
| Exhibits Specialist III | 24.71 |
| Illustrator I | 17.36 |

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|---|---|
| Illustrator II | 22.26 |
| Illustrator III | 26.20 |
| Librarian | 22.62 |
| Library Technician | 15.54 |
| Photographer I | 16.96 |
| Photographer II | 18.28 |
| Photographer III | 23.44 |
| Photographer IV | 27.59 |
| Photographer V | 30.45 |
| Laundry, Dry Cleaning, Pressing and Related Occupations | |
| Assembler | 8.79 |
| Counter Attendant | 8.79 |
| Dry Cleaner | 10.65 |
| Finisher, Flatwork, Machine | 8.79 |
| Presser, Hand | 8.79 |
| Presser, Machine, Drycleaning | 8.79 |
| Presser, Machine, Shirts | 8.79 |
| Presser, Machine, Wearing Apparel, Laundry | 8.79 |
| Sewing Machine Operator | 11.35 |
| Tailor | 12.07 |
| Washer, Machine | 9.78 |
| Machine Tool Operation and Repair Occupations | |
| Machine-Tool Operator (Toolroom) | 17.98 |
| Tool and Die Maker | 22.81 |
| Material Handling and Packing Occupations | |
| Forklift Operator | 16.12 |
| Fuel Distribution System Operator | 18.69 |
| Material Coordinator | 20.31 |
| Material Expediter | 20.31 |
| Material Handling Laborer | 16.04 |
| Order Filler | 13.50 |
| Production Line Worker (Food Processing) | 16.40 |
| Shipping Packer | 15.31 |
| Shipping/Receiving Clerk | 13.92 |
| Stock Clerk (Shelf Stocker; Store Worker II) | 14.37 |
| Store Worker I | 11.42 |
| Tools and Parts Attendant | 16.40 |
| Warehouse Specialist | 18.67 |
| Mechanics and Maintenance and Repair Occupations | |
| Aircraft Mechanic | 20.97 |
| Aircraft Mechanic Helper | 16.92 |
| Aircraft Quality Control Inspector | 21.78 |
| Aircraft Servicer | 18.54 |
| Aircraft Worker | 19.34 |
| Appliance Mechanic | 20.17 |
| Bicycle Repairer | 17.12 |
| Cable Splicer | 24.27 |
| Carpenter, Maintenance | 20.76 |
| Carpet Layer | 21.25 |
| Electrician, Maintenance | 25.03 |
| Electronics Technician, Maintenance I | 18.79 |
| Electronics Technician, Maintenance II | 21.10 |
| Electronics Technician, Maintenance III | 23.90 |

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|---|---|
| Fabric Worker | 18.54 |
| Fire Alarm System Mechanic | 20.97 |
| Fire Extinguisher Repairer | 17.72 |
| Fuel Distribution System Mechanic | 20.97 |
| General Maintenance Worker | 19.34 |
| Heating, Refrigeration and Air Conditioning Mechanic | 20.97 |
| Heavy Equipment Mechanic | 20.97 |
| Heavy Equipment Operator | 22.18 |
| Instrument Mechanic | 20.97 |
| Laborer | 10.52 |
| Locksmith | 20.17 |
| Machinery Maintenance Mechanic | 20.87 |
| Machinist, Maintenance | 19.98 |
| Maintenance Trades Helper | 14.72 |
| Millwright | 23.07 |
| Office Appliance Repairer | 20.17 |
| Painter, Aircraft | 20.17 |
| Painter, Maintenance | 21.49 |
| Pipefitter, Maintenance | 25.87 |
| Plumber, Maintenance | 21.72 |
| Pneudraulic Systems Mechanic | 20.97 |
| Rigger | 23.07 |
| Scale Mechanic | 19.34 |
| Sheet-Metal Worker, Maintenance | 20.36 |
| Small Engine Mechanic | 19.34 |
| Telecommunication Mechanic I | 20.97 |
| Telecommunication Mechanic II | 21.17 |
| Telephone Lineman | 20.97 |
| Welder, Combination, Maintenance | 18.70 |
| Well Driller | 20.97 |
| Woodcraft Worker | 20.97 |
| Woodworker | 17.72 |
| Miscellaneous Occupations | |
| Animal Caretaker | 11.12 |
| Carnival Equipment Operator | 12.15 |
| Carnival Equipment Repairer | 12.21 |
| Carnival Worker | 9.93 |
| Cashier | 8.69 |
| Desk Clerk | 10.62 |
| Embalmer | 19.47 |
| Lifeguard | 10.14 |
| Mortician | 19.47 |
| Park Attendant (Aide) | 12.15 |
| Photofinishing Worker (Photo Lab Tech., Darkroom Tech) | 11.15 |
| Recreation Specialist | 14.71 |
| Recycling Worker | 13.34 |
| Sales Clerk | 10.14 |
| School Crossing Guard (Crosswalk Attendant) | 9.93 |
| Sport Official | 10.14 |
| Survey Party Chief (Chief of Party) | 22.13 |
| Surveying Aide | 14.69 |
| Surveying Technician (Instr. Person/ | |

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|---|---|
| Surveyor Asst./Instr.) | 16.90 |
| Swimming Pool Operator | 14.63 |
| Vending Machine Attendant | 12.76 |
| Vending Machine Repairer | 14.63 |
| Vending Machine Repairer Helper | 12.76 |
| Personal Needs Occupations | |
| Child Care Attendant | 9.55 |
| Child Care Center Clerk | 13.55 |
| Chore Aid | 9.32 |
| Homemaker | 15.06 |
| Plant and System Operation Occupations | |
| Boiler Tender | 20.97 |
| Sewage Plant Operator | 20.17 |
| Stationary Engineer | 20.97 |
| Ventilation Equipment Tender | 16.92 |
| Water Treatment Plant Operator | 20.17 |
| Protective Service Occupations | |
| Alarm Monitor | 13.92 |
| Corrections Officer | 17.05 |
| Court Security Officer | 20.60 |
| Detention Officer | 19.08 |
| Firefighter | 17.79 |
| Guard I | 10.26 |
| Guard II | 14.20 |
| Police Officer | 24.14 |
| Stevedoring/Longshoremen Occupations | |
| Blocker and Bracer | 21.30 |
| Hatch Tender | 21.30 |
| Line Handler | 21.30 |
| Stevedore I | 20.54 |
| Stevedore II | 22.22 |
| Technical Occupations | |
| Air Traffic Control Specialist, Center (2) | 28.98 |
| Air Traffic Control Specialist, Station (2) | 19.98 |
| Air Traffic Control Specialist, Terminal (2) | 22.01 |
| Archeological Technician I | 19.12 |
| Archeological Technician II | 21.44 |
| Archeological Technician III | 26.55 |
| Cartographic Technician | 24.14 |
| Civil Engineering Technician | 22.14 |
| Computer Based Training (CBT) Specialist/ Instructor | 28.77 |
| Drafter I | 13.89 |
| Drafter II | 19.21 |
| Drafter III | 20.69 |
| Drafter IV | 26.55 |
| Engineering Technician I | 16.04 |
| Engineering Technician II | 18.94 |
| Engineering Technician III | 21.16 |
| Engineering Technician IV | 25.86 |
| Engineering Technician V | 27.42 |
| Engineering Technician VI | 34.43 |
| Environmental Technician | 19.63 |
| Flight Simulator/Instructor (Pilot) | 28.52 |

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|---|---|
| Graphic Artist | 24.15 |
| Instructor | 21.12 |
| Laboratory Technician | 16.15 |
| Mathematical Technician | 20.44 |
| Paralegal/Legal Assistant I | 18.48 |
| Paralegal/Legal Assistant II | 23.28 |
| Paralegal/Legal Assistant III | 24.68 |
| Paralegal/Legal Assistant IV | 29.93 |
| Photooptics Technician | 24.89 |
| Technical Writer | 25.48 |
| Unexploded (UXO) Safety Escort | 18.42 |
| Unexploded (UXO) Sweep Personnel | 18.42 |
| Unexploded Ordnance (UXO) Technician I | 18.42 |
| Unexploded Ordnance (UXO) Technician II | 22.28 |
| Unexploded Ordnance (UXO) Technician III | 26.71 |
| Weather Observer, Combined Upper Air and Surface Programs (3) | 19.37 |
| Weather Observer, Senior (3) | 21.24 |
| Weather Observer, Upper Air (3) | 19.37 |
| Transportation/ Mobile Equipment Operation Occupations | |
| Bus Driver | 15.18 |
| Parking and Lot Attendant | 8.76 |
| Shuttle Bus Driver | 15.37 |
| Taxi Driver | 12.91 |
| Truckdriver, Heavy Truck | 18.56 |
| Truckdriver, Light Truck | 14.29 |
| Truckdriver, Medium Truck | 17.92 |
| Truckdriver, Tractor-Trailer | 18.30 |

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $2.15 an hour or $86.00 a week or $372.67 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 when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordance, explosives, and 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 ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges. 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, 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 ordance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordance, explosives, and incendiary material differential pay.

** 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.

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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) and computes a proposed rate).

2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), 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.

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General Decision Number MN020061
Superseded General Decision No. MN010061
State: Minnesota
Construction Type:
HEAVY
SEWER AND WATER LINE
TREATMENT PLANT
County(ies):

| | | |
|---|---|---|
| ANOKA | **HENNEPIN** | SCOTT |
| BENTON | HOUSTON | SHERBURNE |
| CARVER | ISANTI | ST LOUIS |
| CHISAGO | OLMSTED | STEARNS |
| CLAY | POLK | WASHINGTON |
| DAKOTA | RAMSEY | WRIGHT |

TREATMENT PLANTS, HEAVY, SEWER & WATER LINES

| Modification Number | Publication Date |
|---|---|
| 0 | 03/01/2002 |
| 1 | 04/19/2002 |
| 2 | 05/03/2002 |
| 3 | 05/17/2002 |
| 4 | 06/21/2002 |
| 5 | 08/16/2002 |

COUNTY(ies):

| | | |
|---|---|---|
| ANOKA | **HENNEPIN** | SCOTT |
| BENTON | HOUSTON | SHERBURNE |
| CARVER | ISANTI | ST LOUIS |
| CHISAGO | OLMSTED | STEARNS |
| CLAY | POLK | WASHINGTON |
| DAKOTA | RAMSEY | WRIGHT |

* ASBE0034G 06/01/2002

| | Rates | Fringes |
|---|---|---|
| ANOKA, BENTON, CARVER, CHISAGO, DAKOTA, **HENNEPIN,** HOUSTON, ISANTI, OLMSTED, RAMSEY, SCOTT, SHERBURNE, STEARNS, WASHINGTON & WRIGHT COUNTIES | | |
| INSULATOR/ASBESTOS WORKERS (Includes application of all insulating materials, protective coverings, coatings & finishings to all types of mechanical systems) | 29.59 | 12.34 |

* ASBE0049G 06/01/2002

| | Rates | Fringes |
|---|---|---|
| ST. LOUIS COUNTY: | | |
| ASBESTOS WORKERS/INSULATORS (Includes application of all insulating materials, protective coverings, coatings & finishings to all types of mechanical systems) | 28.33 | 8.93 |

* ASBE0133C 07/01/2002

| | Rates | Fringes |
|---|---|---|
| CLAY & POLK COUNTIES | | |
| ASBESTOS WORKERS/INSULATORS (Includes application of all insulating materials, protective coverings, coatings & finishings to all types of mechanical systems) | 22.43 | 7.60 |

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ASBE0205K 05/01/1998

| | Rates | Fringes |
|---|---|---|
| ANOKA, BENTON, CARVER, CHISAGO, DAKOTA, **HENNEPIN,** HOUSTON, ISANTI, OLMSTED, RAMSEY, SCOTT, SHERBURNE, ST. LOUIS, STEARNS, WASHINGTON & WRIGHT COUNTIES: | | |
| HAZARDOUS MATERIAL HANDLERS (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging & disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems) | 18.21 | 3.30 |

BOIL0647E 10/01/1999

| | Rates | Fringes |
|---|---|---|
| BOILERMAKERS | 23.35 | 9.71 |

BRMN0001Z 05/01/2002

| | Rates | Fringes |
|---|---|---|
| ANOKA, CARVER, CHISAGO, DAKOTA, **HENNEPIN,** ISANTI, RAMSEY, SCOTT, SHERBURNE (City of Elk River), WASHINGTON & WRIGHT COUNTIES: | | |
| BRICKLAYERS & STONEMASONS | 28.64 | 8.80 |

BRMN0003E 05/01/2002

| | Rates | Fringes |
|---|---|---|
| ST. LOUIS (South of a line between Townships #54 & #55, 2 miles north of Cotton) COUNTY: | | |
| BRICKLAYERS | 26.88 | 9.46 |

BRMN0003F 05/01/2002

| | Rates | Fringes |
|---|---|---|
| ST. LOUIS COUNTY (S. of a line between Townships 54 & 55 (2 miles north of Cotton) | | |
| TILE LAYERS | 21.96 | 9.00 |

BRMN0007C 05/01/2002

| | Rates | Fringes |
|---|---|---|
| HOUSTON COUNTY | | |
| BRICKLAYERS; BLOCKLAYERS; CAULKERS; CLEANERS; POINTERS; & STONEMASONS | 27.27 | 9.13 |

BRMN0008I 05/01/2002

| | Rates | Fringes |
|---|---|---|
| OLMSTED COUNTY | | |
| BRICKLAYERS; CAULKERS; CLEANERS; POINTERS; & STONEMASONS | 27.78 | 9.13 |

BRMN0008J 05/01/2002

| | Rates | Fringes |
|---|---|---|
| OLMSTED COUNTY | | |
| TILE LAYERS | 25.14 | |

BRMN0015H 05/01/2002

| | Rates | Fringes |
|---|---|---|
| CLAY AND POLK COUINTIES | | |
| BRICKLAYERS | 25.82 | 9.05 |

BRMN0015I 05/01/2002

| | Rates | Fringes |
|---|---|---|
| CLAY COUNTY | | |
| CEMENT MASONS | 25.42 | 9.05 |

BRMN0016C 05/01/2002

| | Rates | Fringes |
|---|---|---|
| ST. LOUIS (North of a line between Townships #54 & #55, 2 miles | | |

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north of Cotton) COUNTY:

| | | |
|---|---|---|
| BRICKLAYERS | 25.11 | 11.20 |

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BRMN1000A 05/01/2002

| | Rates | Fringes |
|---|---|---|
| BENTON, SHERBURNE (Excluding city of Elk River) & STEARNS COUNTIES: | | |
| BRICKLAYERS; BLOCKLAYERS & STONEMASONS | 26.65 | 8.80 |

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BRMN1000B 05/01/2002

| | Rates | Fringes |
|---|---|---|
| BENTON COUNTY | | |
| CEMENT MASONS (Treatment Plants) | 26.20 | 8.70 |
| STEARNS COUNTY | | |
| CEMENT MASONS & PLASTERERS (Treatment Plants) | 26.20 | 8.70 |

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BRMN1000C 05/01/2002

| | Rates | Fringes |
|---|---|---|
| ANOKA, BENTON, CARVER, CHISAGO, CLAY, DAKOTA, **HENNEPIN**, HOUSTON, ISANTI, POLK, RAMSEY, SCOTT, SHERBURNE, ST. LOUIS (Excluding Duluth and south of Township Line 55), STEARNS, WASHINGTON & WRIGHT COUNTIES: | | |
| TILE SETTERS | 27.29 | 9.65 |

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BRMN1000D 05/01/2002

| | Rates | Fringes |
|---|---|---|
| TILE FINISHERS | 23.90 | 7.55 |

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BRMN1000E 05/01/2002

| | Rates | Fringes |
|---|---|---|
| MARBLE SETTERS | 28.64 | 8.80 |

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BRMN1000J 05/01/2002

| | Rates | Fringes |
|---|---|---|
| TERRAZZO MECHANICS | 26.91 | 10.10 |
| TERRAZZO BASE MACHINES | 27.79 | 8.70 |
| TERRAZZO FINISHERS | 27.46 | 8.70 |

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CARP0190I 05/01/1997

| | Rates | Fringes |
|---|---|---|
| ANOKA, BENTON, CARVER, CHISAGO, CLAY, DAKOTA, **HENNEPIN**, ISANTI, RAMSEY, SCOTT, SHERBURNE, STEARNS, WASHINGTON & WRIGHT COUNTIES: | | |
| LATHERS | 22.45 | 7.04 |

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CARP0190L 06/01/2000

| | Rates | Fringes |
|---|---|---|
| HOUSTON AND OLMSTED COUNTIES | | |
| LATHERS | 24.09 | 4.04 |

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CARP0361G 05/01/2001

| | Rates | Fringes |
|---|---|---|
| ST. LOUIS (Alborn, Arnold, Bartlett, Birch, Brookstone, Canyon, Clinton, Culver, Duluth, Floodwood, Gowan, Island, Kelsey, Lakewood, Meadowlands, Munger, Palmers, Payne, Prasit, Shaw & Taft) COUNTY: | | |
| CARPENTERS (Treatment Plants) | 20.54 | 9.00 |

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CARP0361J 05/01/2001

| | Rates | Fringes |
|---|---|---|
| POLK & ST. LOUIS COUNTIES | | |
| LATHERS | 20.82 | 9.00 |

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CARP0361M 05/01/2001

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| | Rates | Fringes |
|---|---|---|
| ST. LOUIS (Alborn, Arnold, Bartlett, Birch, Brookstone, Canyon, Clinton, Culver, Duluth, Floodwood, Gowan, Island, Kelsey, Lakewood, Meadowlands, Munger, Palmers, Payne, Prasit, Shaw & Taft) COUNTY: | | |
| SOFT FLOOR LAYERS | 19.73 | 9.91 |

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CARP0548F 05/01/2000

| | Rates | Fringes |
|---|---|---|
| ANOKA, BENTON, CARVER, CHISAGO, CLAY (Moorhead & up to 5 miles radius), DAKOTA, **HENNEPIN,** HOUSTON, ISANTI, OLMSTED, POLK (East Grand Forks & up to 5 miles radius), RAMSEY, SCOTT, SHERBURNE, STEARNS, WASHINGTON & WRIGHT COUNTIES: | | |
| MILLWRIGHTS (Treatment Plants) | 26.24 | 7.58 |

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CARP0596D 06/01/1999

| | Rates | Fringes |
|---|---|---|
| ANOKA, CARVER, CHISAGO, DAKOTA, **HENNEPIN,** ISANTI, RAMSEY, SCOTT, SHERBURNE (E. of Hwy #169, inclu. Zimmerman, Big Lake & Elk River), WASHINGTON & WRIGHT (S. of Hwy #12, inclu. Cokato, Buffalo & Monticello) COUNTIES: | | |
| SOFT FLOOR LAYERS | 21.73 | 8.32 |

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CARP0606G 05/01/2000

| | Rates | Fringes |
|---|---|---|
| ST. LOUIS COUNTY (Excluding Alborn, Arnold, Bartlett, Birch, Brookstone, Canyon, Clinton, Culver, Duluth, Floodwood, Gowan, Island, Kelsey, Lakewood, Meadowlands, Munger, Palmers, Payne, Prasit, Shaw & Taft): | | |
| CARPENTERS; PILEDRIVERMEN & SOFT FLOOR LAYERS (Treatment Plants) | 18.44 | 9.02 |

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CARP0606I 05/01/2000

| | Rates | Fringes |
|---|---|---|
| POLK COUNTY (Excluding East Grand Forks and an area 5 miles outside city limits): | | |
| CARPENTERS & PILEDRIVERMEN (Treatment Plants) | 15.53 | 6.87 |

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CARP0930F 05/01/1998

| | Rates | Fringes |
|---|---|---|
| CLAY COUNTY (Except Moorhead): | | |
| CARPENTERS (Treatment Plants) | 10.86 | 4.70 |

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CARP1176B 06/01/1998

| | Rates | Fringes |
|---|---|---|
| CLAY COUNTY (City of Moorhead & a radius of 5 miles NE & South of the city limits) & POLK COUNTY (East Grand Forks & an area 5 miles outside city limits): | | |
| CARPENTERS (Treatment Plants - Does not include Acoustical or Drywall Mechanics) | 16.75 | 3.05 |
| PILEDRIVERMEN (Treatment Plants) | 18.75 | 3.05 |

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CARP1348C 05/01/2000

| | Rates | Fringes |
|---|---|---|
| CLAY (Excluding Moorhead & up to 5 miles radius), POLK (Excluding East Grand Forks & up to 5 miles radius) & ST. LOUIS COUNTIES: | | |
| MILLWRIGHTS (Treatment Plants) | 21.66 | 10.29 |

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CARP1382D 06/01/2001

| | Rates | Fringes |
|---|---|---|
| HOUSTON COUNTY: | | |
| CARPENTERS & PILEDRIVERMEN (Treatment Plants) | 18.52 | 6.03 |

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OLMSTED COUNTY:

| | | |
|---|---|---|
| CARPENTERS & PILEDRIVERMEN (Treatment Plants) | 22.78 | 6.03 |

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CARP9900M 05/01/2001

| | Rates | Fringes |
|---|---|---|
| ANOKA, CARVER, CHISAGO, DAKOTA, **HENNEPIN,** ISANTI, RAMSEY, SCOTT, SHERBURNE (Excluding St. Cloud & extending 5 miles beyond the city limits of St. Cloud), WASHINGTON & WRIGHT COUNTIES: | | |
| CARPENTERS; INSULATORS; & PILEDRIVERMEN (Treatment Plants) | 27.06 | 7.63 |

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* CARP9900N 05/01/2002

| | Rates | Fringes |
|---|---|---|
| CARPENTERS & PILEDRIVERMEN (Heavy, Sewer & Water Lines): | | |
| AREA 1 | 26.17 | 9.80 |
| AREA 2 | 21.79 | 9.58 |
| AREA 3 | 18.34 | 10.10 |
| AREA 4 | 22.09 | 8.83 |
| AREA 5 | 23.37 | 10.10 |
| AREA 6 | 22.51 | 10.96 |
| AREA 7 | 22.91 | 10.96 |

AREA 1 - ANOKA, CARVER, CHISAGO, DAKOTA, **HENNEPIN,** ISANTI, RAMSEY, SCOTT, SHERBURNE , WASHINGTON & WRIGHT COUNTIES
AREA 2 - BENTON & STEARNS COUNTIES
AREA 3 - CLAY & POLK COUNTIES
AREA 4 - HOUSTON & OLMSTED COUNTIES
AREA 5 - ST. LOUIS COUNTY (Northeast two-thirds, Including Cook, Cusson & Ely & Western Strip, Including Chisholm, Orr & Greaney)
AREA 6 - ST. LOUIS COUNTY (Southern one-third, Including Fond Du Lac, Floodwood, Cotton & Proctor)
AREA 7 - ST. LOUIS COUNTY (Duluth)

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CARP9900Q 05/01/2001

| | Rates | Fringes |
|---|---|---|
| BENTON, SHERBURNE (Extreme NW portion, Including St. Cloud & extending 5 miles beyond the city limits of St. Cloud) & STEARNS COUNTIES: | | |
| CARPENTERS & PILEDRIVERMEN (Treatment Plants) | 19.91 | 6.63 |

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ELEC0110K 05/01/2001

| | Rates | Fringes |
|---|---|---|
| ANOKA (Except Anoka & Fridley Townships & the cities of Andover, Anoka, Columbia Heights, Coon Rapids, Fridley, Hilltop, Ramsey & Spring Lake Park), CHISAGO, DAKOTA, ISANTI, RAMSEY, SHERBURNE (East of Becker & Santiago Townships) & WASHINGTON COUNTIES: | | |
| ELECTRICIANS | 28.28 | 13.19 |
| CABLE SPLICERS | 29.28 | 13.47 |

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ELEC0110L 03/01/1998

| | Rates | Fringes |
|---|---|---|
| SOUND, SIGNAL & COMMUNICATIONS WORK: | | |
| Technician (Installation of Controller Only) | 19.22 | .58+a+b |
| Installer (Excluding Controller Work) | 11.31 | .34+a+b |

FOOTNOTES:
a. 1 year's service - 5 days' paid vacation; 2 years' service - 10 days' paid vacation; 5 years' service - 12 days' paid vacation; 7 years' service - 14 days' paid vacation; 9 years' service - 16 days' paid vacation; 11 years' service - 18 days' paid vacation; 12 years' service - 20 days' paid vacation

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b. 8 Paid Holidays: New Year's Day; Memorial Day; 4th of July; Labor Day; Thanksgiving Day; Day After Thanksgiving; the normal work day preceding Christmas Day; & Christmas Day

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ELEC0160D 03/31/2002

| | Rates | Fringes |
|---|---|---|
| LINE CONSTRUCTION: | | |
| Lineman; Cable Splicer; Dynamiter; Special Equipment Operator; & Technician | 27.51 | 10.01 |
| Equipment Operator | 23.66 | 8.90 |
| Groundman/Truck Driver; & Pole Treating Truck Driver | 19.26 | 7.64 |
| LINE CLEARANCE: | | |
| Tree Trimmer; Tractor Operator | 18.44 | 7.40 |
| Groundman/Truck Driver | 12.91 | 5.81 |
| Groundman | 11.99 | 5.55 |

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ELEC0242G 06/01/2002

| | Rates | Fringes |
|---|---|---|
| ST. LOUIS COUNTY (South part bounded on the north by the north line of Kelsey Township extended east & west): | | |
| ELECTRICIANS | 26.87 | 44% |

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ELEC0292F 05/01/2000

| | Rates | Fringes |
|---|---|---|
| AREA 1: ANOKA (Andover, Anoka, Columbia Heights, Coon Rapids, Fridley, Hilltop, Ramsey, Spring Lake Park), BENTON AND SHERBURNE COUNTIES (East of Hwy 25 to Hwy 10 and an imaginary line straight West to the Missippi River), CARVER, **HENNEPIN**, SCOTT, AND WRIGHT COUNTIES | | |
| ELECTRICIANS: | | |
| Electricians | 27.50 | 12.18 |
| Cable Splicers | 28.50 | 12.62 |
| AREA 2: BENTON AND SHERBURNE COUNTIES (West of Hwy 25 to Hwy 10 and an imaginary line straight West to the Mississippi River), AND STEARNS COUNTY | | |
| ELECTRICAL CONTRACTS OVER $300,000: | | |
| Electricians | 23.80 | 10.97 |
| Cable Splicers | 24.80 | 11.43 |
| ELECTRICAL CONTRACTS UNDER $300,000: | | |
| Electricians | 20.92 | 9.64 |
| Cable Splicers | 21.92 | 10.11 |

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ELEC0294I 06/01/2002

| | Rates | Fringes |
|---|---|---|
| ST. LOUIS COUNTY (North part bounded on the south by the south line of Ellsburg Township, extended east & west): | | |
| ELECTRICIANS | 27.02 | 11.21 |
| CABLE SPLICERS | 27.57 | 11.44 |

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* ELEC0343N 06/01/2002

| | Rates | Fringes |
|---|---|---|
| HOUSTON AND OLMSTED COUNTIES | | |
| ELECTRICIAN | 24.72 | 15%+8.27 |
| CABLE SPLICER | 25.72 | 15%+8.27 |

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ELEC1426J 06/01/1998

| | Rates | Fringes |
|---|---|---|
| CLAY & POLK COUNTIES: | | |
| ELECTRICIANS: | | |
| Electricians | 14.70 | 4.64 |
| Cable Splicers | 15.45 | 4.73 |

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ENGI0049Y 05/01/2001

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| | Rates | Fringes |
|---|---|---|
| POWER EQUIPMENT OPERATORS (Treatment Plants): | | |
| GROUP 1 | 28.99 | 7.55 |
| GROUP 2 | 28.65 | 7.55 |
| GROUP 3 | 27.24 | 7.55 |
| GROUP 4 | 26.90 | 7.55 |
| GROUP 5 | 26.73 | 7.55 |
| GROUP 6 | 25.22 | 7.55 |
| GROUP 7 | 24.10 | 7.55 |
| GROUP 8 | 22.09 | 7.55 |

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1 - Helicopter Operator; Truck & Crawler Crane with 200' of Boom & Over, including Jib ($.50 premium with 300' of Boom & over, including jib); & Tower Crane 250' & Over

GROUP 2 - Truck & Crawler Crane with 150' of Boom, up to but not including 200' of Boom, including Jib; & Tower Crane 200' & Over, Concrete Pump 164 ft Boom.

GROUP 3 - Traveling Tower Crane; Master Mechanic; Pile Driving Operator (when 3 drums are used); Truck & Crawler Crane, up to but not including 150' of Boom, including Jib; Derrick (Guy & Stiffleg); Tower Crane (Stationary) up to 200'; & All Terrain Vehicle Crane, Boom Truck over 100 ft.

GROUP 4 - Crawler Backhoe; Hoist Engineer (3 drums or more); Locomotive Operator; Overhead Crane Operator (inside building perimeter); & Tractor Operator with Boom

GROUP 5 - Air Compressor Operator 450 CFM or Over (2 or more machines); Pump Operator and/or Conveyor Operator (2 or more machines); Mechanic; Pumpcrete or Complaco type Machine Operator; Forklift; Boom Truck up to 100 ft; Concrete Mixer Operator; Drill Rig - Heavy Rotary or Churn when used for Caisson Drilling for Elevator Cylinder or Building Construction; Front End Loader (Over 1 cu. yd.); Hoist Engineer (1 or 2 drums); Straddle Carrier Operator; Power Plant Engineer (100 KW & over on multiples equal to 100KW & over); Tractor Operator over D2; & Well Point Pump Op.

GROUP 6 - Concrete Batch Plant Operator; Gunite Operator; Tractor Operator D2 or similar size; & Front End Loader Operator, up to 1 cu. yd.

GROUP 7 - Air Compressor Operator 600 CFM or Over; Pump and/or Conveyor Operator; Brakeman; Pick-up Sweeper (1 cu. yd. & over Hopper capacity); Truck Crane Oiler; & Welding Machine Operator, Fireman temporary heat.

GROUP 8 - Mechanical Space Heater (Temporary Heat); Oiler or Greaser; & Elevator Operator

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* ENGI0049Z 05/01/2001

| | Rates | Fringes |
|---|---|---|
| ANOKA, CARVER, CHISAGO (South of the northern boundary of T. 34-N that part consisting substantially of the cities of Thomson, Cloquet, Scanlon & Carlton), DAKOTA, **HENNEPIN,** RAMSEY, SCOTT, SHERBURNE (South of the northern boundary of T. 33-N & E. of the western boundary of R. 27-W), ST. LOUIS, WASHINGTON & WRIGHT (East of & including Hwy #25) COUNTIES | | |
| POWER EQUIPMMENT OPERATORS (Heavy, Sewer & Water Lines): | | |
| GROUP 1 | 26.27 | 8.45 |
| GROUP 2 | 25.72 | 8.45 |
| GROUP 3 | 25.54 | 8.45 |
| GROUP 4 | 25.42 | 8.45 |
| GROUP 5 | 22.38 | 8.45 |
| GROUP 6 | 21.17 | 8.45 |

BENTON (East of the western right-of-way of U.S. Hwy #10), CHISAGO (North of the northern boundary of T. 34-N), HOUSTON, ISANTI, OLMSTED, SHERBURNE (North of the northern boundary of T. 33-N and E. of the western boundary of R. 27-W), STEARNS (East of the western right-of-way of Minn. Hwy #15) & WRIGHT (West of Hwy

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#25) COUNTIES

POWER EQUIPMENT OPERATORS (Heavy, Sewer & Water Lines):

| | | |
|---|---|---|
| GROUP 1 | 24.06 | 8.45 |
| GROUP 2 | 23.61 | 8.45 |
| GROUP 3 | 23.49 | 8.45 |
| GROUP 4 | 23.31 | 8.45 |
| GROUP 5 | 20.74 | 8.45 |
| GROUP 6 | 19.87 | 8.45 |

BENTON (West of the western right-of-way of U.S. Hwy #10), CLAY, POLK & STEARNS (West of the Western right-of-way of Minn. Hwy #15) COUNTIES

POWER EQUIPMENT OPERATORS (Heavy, Sewer & Waater Lines):

| | | |
|---|---|---|
| GROUP 1 | 21.65 | 8.45 |
| GROUP 2 | 20.72 | 8.45 |
| GROUP 3 | 20.52 | 8.45 |
| GROUP 4 | 20.41 | 8.45 |
| GROUP 5 | 18.70 | 8.45 |
| GROUP 6 | 18.10 | 8.45 |

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1 - Helicopter Pilot; *Crane with over 135' Boom, excluding Jib; Dragline, Crawler, Hydraulic Backhoe and/or other similar equipment with Shovel-type Controls 3 cu. yds. & over Mfg. rated Cap.; & Pile Driving when 3 Drums are in use

GROUP 2 - Cableway; Concrete Mixer, Stationary Plant over 34E; Derrick (Guy or Stiffleg) (Power) (Skids or Stationary); Diver Dragline, Crawler, Hydraulic Backhoe and/or similar equipment with Shovel-type Controls, up to 3 cu. yds. Mfg. rated cap.; Dredge or Engineers, Dredge (Power) & Engineer; Front End Loader, 5 cu. yds. & over; Grader or Motor Patrol, Finishing Earthwork & Bituminous; Locomotive Crane; Master Mechanic; Mixer (Paving) Concrete Paving, Road; Mole, including Power Supply; Mucking Machine, including Mucking Operations, Conway or similar type; Piledriving; Refrigeration Plant Engineer; Tandem Scraper; Tractor - Boom type; Truck Crane - Crawler Crane; & Tugboat 100 HP & over

GROUP 3 - Dual Tractor; Elevating Grader; Pumpcrete; Scraper - Struck Cap. 32 cu. yds. & over; & Self-propelled Traveling Soil Stabilizer

GROUP 4 - Air Track Rock Drill; Articulated Hauler Terex, Caterpillar or similar type; Asphalt Bituminous Stabilizer Plant; Automatic Road Machine (CMI or similar); Backfiller; Bituminous Roller (8 Tons & over); Bituminous Spreader & Finishing (Power); Boom Truck (Power operated Boom); Brokk or R.T.C. 750 Remote Control or Similar types with all attachments; Cat & Scraper; Cat Tractor with Rock Wagons or similar types; Challenger 75-D or 85-D when pulling Scraper or Bulldozer; Chip Harvester & Tree Cutter over 150 HP; Concrete Batch Plant; Concrete Mixer on jobsite over 14S; Concrete Mobile; Crushing Plant (Gravel & Stone) or Gravel Washing, Crushing & Screening Plant; Curb Machine; Directional Boring Machine; Dope Machine (Pipeline); Drill Rigs, Heavy Rotary or Churn or Cable Drill; Fork Lift or Straddle Carrier; Fork Lift or Lumber Stacker; Front End Loader, over 1 cu. yd.; Hoist Engineer (Power); Hydraulic Tree Planter; Launcherman (Tankerman or Pilot License); Lead Greaser; Locomotive; Mechanic; Milling, Grinding & Planing Machine; Morbark Tub Grinder or Similar Type; Multiple Machines, such as Air Compressors, Welding Machines, Generators, Pumps; Pavement Breaker or Tamping Machine (Power Driven) Mighty Mite or similar type; Pickup Sweeper, 1 cu. yd. & over Hopper Cap.; Pipeline Wrapping, Cleaning or Bending Machine; Power Plant Engineer, 100 K.W.H. & over; Power Actuated Horizontal Boring Machine, over 6"; Pugmill; Rubber- tired Farm Tractor, Backhoe Attach.; Scraper, up to 32 cu. yds.; Skid Steer Loader, over 1 cu. yd. with Backhoe Attachment; Slip Form (Power Driven)

COPY

(Paving); Tie Tamper & Ballast Machine; Tractor, Bulldozer; Tractor Operator, over 50 HP with Power Take-off; Trenching Machine (Sewer, Water, Gas); Well Point Installation; & Dismantling or Repair Mechanic

GROUP 5 - Air Compressor, 600 CFM or over; Bituminous Roller (Under 8 tons); Bituminous Rubber-tired Roller; Bituminous Spreader & Bituminous Finishing Machine Tender (Power); Concrete Distributor & Spreader Finishing Machine, Longitudinal Float, Joint Machine, & Spray; Concrete Saw (Multiple Blade) (Power Operated); Form Trench Digger (Power); Front End Loader, up to & incl. 1 cu. yd.; Grader (Motor Patrol); Gunite Gunall; Hydraulic Log Splitter; Loader (Barber Greene or similar type); Payhauler or similar type; Post Hole Driving Machine/Post Hole Augar; Power Actuated Auger & Boring Machine; Power Actuated Jack; Pump; Self-propelled Chip Spreader (Flaherty or similar); Sheep Foot Compactor with Blade - 200 HP & over; Shouldering Machine (Power) Apsco or similar type inclu. self-propelled Sand & Chip Spreader; Stump Chipper & Tree Chipper; Tractor Operator, Bulldozer, 50 HP or less; & Tree Farmer (Machine)

GROUP 6 - Challenger 75-D or 85-D when pulling Disk or Roller; Conveyor; Dredge Deck Hand; Fireman or Tank Car Heater; Gravel Screening Plant (Portable not Crushing or Washing); Greaser (Truck or Tractor); Leverman; Mechanic tender, Mechanic; Space Heater (Temporary Heat); Oiler (Power Shovel, Crane, Dragline); Power Sweeper; Roller on Gravel Compaction; Self-propelled Vibrating Packer (35 HP & over); Sheep Foot Roller; Tractor, Wheel Type (over 50 HP); & Truck Crane Oiler

*CRANE OVER 135' BOOM, EXCLUDING JIB - $ .25 PREMIUM;
CRANE OVER 200' BOOM, EXCLUDING JIB - $ .50 PREMIUM

UNDERGROUND WORK:
TUNNELS, SHAFTS, ETC. - $ .25 PREMIUM
UNDER AIR PRESSURE - $ .50 PREMIUM

HAZARDOUS WASTE PROJECTS (PPE Required):
LEVEL A - $1.25 PREMIUM
LEVEL B - $ .90 PREMIUM
LEVEL C - $ .60 PREMIUM

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IRON0512M 05/01/2002

| | Rates | Fringes |
|---|---|---|
| ANOKA, BENTON, CARVER, CHISAGO, DAKOTA, **HENNEPIN,** HOUSTON, ISANTI, OLMSTED, RAMSEY, SCOTT, SHERBURNE, STEARNS, WASHINGTON & WRIGHT COUNTIES: | | |
| IRONWORKERS | 29.50 | 11.84 |

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IRON0563L 05/01/2002

| | Rates | Fringes |
|---|---|---|
| ST. LOUIS COUNTY: | | |
| IRONWORKERS | 23.78 | 12.70 |

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IRON0793F 05/01/2002

| | Rates | Fringes |
|---|---|---|
| CLAY & POLK COUNTIES | | |
| IRONWORKERS | 19.14 | 9.73 |

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LABO0010J 05/01/2002

| | Rates | Fringes |
|---|---|---|
| LANDSCAPERS: Seeding, Sodding & Planting of evergreen & deciduous shrubs & trees | 13.34 | 5.05 |

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LABO0132I 01/01/2000

| | Rates | Fringes |
|---|---|---|
| ANOKA, BENTON, CARVER, CHISAGO, CLAY, DAKOTA, **HENNEPIN,** HOUSTON, ISANTI, OLMSTED, RAMSEY, SCOTT, SHERBURNE, STEARNS, WASHINGTON & WRIGHT COUNTIES: | | |

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LABORERS, Asbestos Abatement 19.16 6.62

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LABO0132M 05/07/2002

| | Rates | Fringes |
|---|---|---|
| ANOKA, CARVER, CHISAGO, DAKOTA, **HENNEPIN**, ISANTI, RAMSEY, SCOTT, SHERBURNE, WASHINGTON & WRIGHT COUNTIES | | |
| LABORERS (Treatment Plants): | | |
| GROUP 1 | 23.12 | 7.17 |
| GROUP 2 | 23.62 | 7.17 |
| GROUP 3 | 24.12 | 7.17 |

LABORERS CLASSIFICATIONS

GROUP 1 - Construction Craft Laborer; Flagperson/Traffic Control; Carpenter Tender; Concrete; Damp Proofer Below Grade; Drill Runner Tender; Dumpman - Dirt, Asphalt, Concrete, Cement; Heater Tender; Hot Tar Caulker - Corker; Joist Handler; Material Handler - Power Buggy; Rebar; Snow Blower Operator; Signal Person; Asbestos and Hazardous Waste Technician; Hydro Blast or Waterblast; Chain Saw Operator; Concrete Saw, Drill Operator; Concrete Vibrator; Demolition & Remodeling, Excluding Demolition of an entire Structural System; Mason Tender; Mortar Mixer - Cement or any other substitute Material or Composition; Pipe Handler; Pneumatic & Electric Tool, Jackhammer, Paving Buster, Chipping Hammer, Tamper Operator, etc.; Swing Stage Line Scaffold (Not including Patent" Scaffolding); Torchman - Gas, Electric, Thermal or similar device; & Remote Control Tamper

GROUP 2 - Caisson Work; Mounted Wall Saw Operator; Nozzle Operator - Gunite, Cement, Sandblasting; Pipelayer; Pipe Rehab Technical, including Cleaning, Cutting, Cameraing, etc.; Refractory Worker; Sheeting Setter & Driver, Heavy Building Excavation; Underground Work - Open Ditch or Excavation 8' Below Grade; & Underpinning

GROUP 3 - Driller for Blasting purposes; Dynamite Blaster or substitute products Tovex TR, Water, Gas, Gel, Bristar, Silent Dynamite, etc.

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LABO0132P 06/01/1999

| | Rates | Fringes |
|---|---|---|
| ANOKA, CARVER, CHISAGO, DAKOTA, **HENNEPIN**, ISANTI, RAMSEY, SCOTT, SHERBURNE, WASHINGTON & WRIGHT COUNTIES: | | |
| PLASTER TENDERS (Treatment Plants) | 23.85 | 5.59 |

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LABO0405D 05/01/1999

| | Rates | Fringes |
|---|---|---|
| HOUSTON COUNTY: | | |
| LABORERS (Treatment Plants): | | |
| GROUP 1 | 15.49 | 4.89 |
| GROUP 2 | 16.19 | 4.89 |
| FLAGPERSON | 13.66 | 4.89 |
| OLMSTED COUNTY: | | |
| LABORERS (Treatment Plants): | | |
| GROUP 1 | 16.94 | 4.89 |
| GROUP 2 | 17.64 | 4.89 |
| FLAGPERSON | 15.06 | 4.89 |

LABORER CLASSIFICATIONS

GROUP 1 - Construction; General; Carpenter Tender; Concrete; Damp Proofer Below Grade; Dumpman - Dirt, Asphalt, Concrete, Cement; Heater Tender; Hot Tar Caulker - Corker; Firewatch; Joist Handler; Material Handler - Power Buggy; Rebar; Signalperson; Snow Blower Operator; Demolition & Wrecking, Including Remodeling; Chain Saw Operator; Concrete Saw, Drill Operator; Concrete Vibrator; Pipe Handler; Pneumatic & Electric Tool, Jackhammer, Paving Buster, Chipping Hammer, Tamper Operator, etc.; Swing Stage Line Scaffold (not including "Patent" Scaffolding); & Remote Control Tamper

GROUP 2 - Pipe Rehab Technician, including Cleaning, Cutting,

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Cameraing, etc.; Caisson Work; Nozzle Operator - Gunite, Cement, Sandblasting; Pipelayer; Refractory Worker; Sheeting Setter & Driver, Heavy Building Excavation; Underground Work - Open Ditch or Excavation 8' Below Grade; Underpinning; Mason Tender; Mortar Mixer - Cement or any other substitute Material or Composition; Driller for Blasting Purposes; Dynamite Blaster or substitute products Tovex TR, Water, Gas, Gel, Bristar, Silent Dynamite, etc.

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LABO0563C 05/01/2001

| | Rates | Fringes |
|---|---|---|
| BENTON, CLAY (Except City limits of Moorhead) & STEARNS COUNTIES: | | |
| LABORERS (Treatment Plants): | | |
| Total Construction Projects Over $950,000: | | |
| GROUP 1 | 18.02 | 6.72 |
| GROUP 2 | 18.77 | 6.72 |
| GROUP 3 | 19.02 | 6.72 |
| FLAGPERSON | 16.11 | 6.72 |
| Total Construction Projects Under $950,000: | | |
| GROUP 1 | 16.27 | 6.72 |
| GROUP 2 | 17.02 | 6.72 |
| GROUP 3 | 17.27 | 6.72 |
| FLAGPERSON | 14.54 | 6.72 |

LABORER CLASSIFICATIONS

GROUP 1 - Construction; Asbestos & Hazardous Waste Technician; Carpenter Tender; Chain Saw Operator; Concrete Saw, Drill Operator; Concrete Vibrator; Concrete; Damp Proofer Below Grade; Demolition & Remodeling, Excluding Demolition of an entire Structural System; Drill Runner Tender; Dump Person - Dirt, Asphalt, Concrete, Cement; Heater Tender; Hot Tar Caulker-Corker; Hydro Blast or Waterblaster; Joist Handler; Mason Tender; Material Handler - Power Buggy; Mortar Mixer - Cement or any other Substitute material or Composition; Pipe Handler; Pneumatic & Electric Tools, Jackhammer, Paving Buster, Chipping Hammer, Tamper Operator, etc.; Remote Control Tamper; Signal Person; Snow Blower Operator; Swing Stage Line Scaffold (Not including "Patent" Scaffolding); Torchperson - Gas, Electric, Thermal or similar device

GROUP 2 - Caisson Work; Mounted Wall Saw Operator; Nozzle Operator - Gunite, Cement, Sandblasting; Pipelayer; Pipe Rehab Technician (Including Cleaning, Cutting, Cameraing, etc.); Refractory Worker; Sheeting Setter & Driver, Heavy Building Excavation; Underground Work - Open Ditch or Excavation 8' Below Grade; & Underpinning

GROUP 3 - Driller for Blasting Purposes; Dynamite Blaster or substitute products Tovel TR, Water, Gas, Gel, Bristar, Silent Dynamite, etc.

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LABO0580B 04/19/1999

| | Rates | Fringes |
|---|---|---|
| CLAY (Moorhead) & POLK (East Grand Forks) COUNTIES: | | |
| LABORERS (Treatment Plants) | 14.05 | 4.34 |

LABORER CLASSIFICATIONS

Common; Concrete Bucket; Power Tool Operator; Mortar Mixer; Brick & Plasterers' Tender; Jackhammer Work; Hod Carrier; Non-Metallic Pipe Layer; Gas Line Wrapping or Taping; Cutting Torch for Demolition; Sandblaster & Gunnite Pot Tender; & Hose Tender

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LABO1091B 05/01/1998

| | Rates | Fringes |
|---|---|---|
| ST. LOUIS COUNTY (South of T 55 N): | | |
| LABORERS (Treatment Plants): | | |
| GROUP 1 | 15.95 | 5.39 |
| GROUP 2 | 16.10 | 5.39 |

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| | | |
|---|---|---|
| GROUP 3 | 16.35 | 5.39 |
| GROUP 4 | 16.65 | 5.39 |
| FLAGPERSON | 14.05 | 5.39 |

LABORER CLASSIFICATIONS

GROUP 1 - General; Carpenter Tender; Concrete Laborer; Damp Proofer Below Grade; Drill Runner Tender; Dumpman - Dirt, Asphalt, Concrete, Cement; Heater Tender; Hot Tar Caulker - Corker; Joist Handler; Rebar; Snow Blower Operator; Signalperson; Material Handler (All types Power Buggy); Fire Control; Asbestos Removal; & Hazardous Waste

GROUP 2 - Chain Saw Operator; Concrete Saw, Drill Operator; Concrete Vibrator; Demolition & Wrecking, Excluding Remodeling; Gunite, Sandblasting Machine Operator; Mason Tender; Mortar Mixer - Cement or any other substitute material or composition; Pipe Handler; Pneumatic & Electric Tools, Jackhammer, Paving Buster, Chipping Hammer, Tamper Operator, etc.; Swing Stage Line Scaffold (not including "patent" scaffolding); Torchman - Gas, Electric, Thermal or similar device; & Hydroblast

GROUP 3 - Caisson Work; Nozzle Operator - Gunite, Cement, Sandblasting; Pipelayer; Refractory Worker; Sheeting Setter & Driver, Heavy Building Excavation; Underground Work - Open Ditch or Excavation 8' Below Grade; Underpinning; & Hod Carrier

GROUP 4 - Driller for Blasting Purposes, Dynamite Blasters or substitute products Tovex TR, Water, Gas, Gel, Bristar, Silent Dynamite, etc.; Asbestos Abatement Worker; & Hazardous Waste Worker

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LABO1091D 05/01/2002

| | Rates | Fringes |
|---|---|---|
| ST. LOUIS COUNTY (South of TR 55): | | |
| LABORERS: | | |
| Asbestos Abatement | 20.80 | 7.41 |

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LABO1097B 05/01/2001

| | Rates | Fringes |
|---|---|---|
| POLK COUNTY (Excluding the city limits of East Grand Forks): | | |
| LABORERS (Treatment Plants): | | |
| Projects Under $760,000 including Mechanical & Electrical: | | |
| GROUP 1 | 13.48 | 5.06 |
| GROUP 2 | 13.67 | 5.06 |
| GROUP 3 | 13.84 | 5.06 |
| FLAGPERSON | 11.88 | 5.06 |
| Projects $760,000 & Over, including Mechanical & Electrical: | | |
| GROUP 1 | 15.68 | 5.06 |
| GROUP 2 | 16.08 | 5.06 |
| GROUP 3 | 16.28 | 5.06 |
| FLAGPERSON | 13.98 | 5.06 |

LABORER CLASSIFICATIONS

GROUP 1 - Construction; Carpenter Tender; Concrete; Damp Proofer Below Grade; Dump Person - Dirt, Asphalt, Concrete & Cement; Heater Tender; Hot Tar Caulker - Corker; Joist Handler; Material Handler - Power Buggy; Rebar; Signal Person; & Snow Blower Operator; Chain Saw Operator; Concrete Vibrator; Demolition & Wrecking, Excluding Remodeling; Mason Tender; Mortar Mixer - Cement or Any Other Substitute Material or Composition; Pipe Handler; Pneumatic & Electric Tool, Jackhammer, Paving Buster, Chipping Hammer, Tamper Operator, Etc.; Swing Stage Line Scaffold (Not including "Patent" Scaffolding); & Torch Person - Gas, Electric, Thermal or similar device; Scrapping, Sweeping & Clean-up; Skid Steer, Forklift (Incidental Use)

GROUP 2 - Creosote Handler; Caisson Work; Concrete Saw Drill Operator; Nozzle Operator - Gunite, Cement, Sandblasting;

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Pipelayer; Sheeting Setter & Driver, Heavy Building Excavation; Underground Work - Open Ditch or Excavation 8' Below Grade; Underpinning; & High Pay/Low Pay - 40 ft. Over or Under Ground Floor without Conventional Floor Areas; Pipe-Rehab Technician, including Cleaning, Cutting, Camering, etc.; & Wall Mounted Saw Operator

GROUP 3 - Driller for Blasting Purposes; Dynamite Blaster or substitute products; & Tovex TR, Water, Gas, Gel, Bristar, Silent Dynamite, etc.

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LABO1097D 05/01/2001

| | Rates | Fringes |
|---|---|---|
| ST. LOUIS COUNTY (North of T 55 N): | | |
| LABORERS (Treatment Plants): | | |
| GROUP 1 | 19.67 | 5.81 |
| GROUP 2 | 20.07 | 5.81 |
| GROUP 3 | 20.37 | 5.81 |
| Flagperson | 17.77 | 5.81 |
| Refractory Worker | 21.67 | 5.81 |

LABORERS CLASSIFICATIONS

GROUP 1 - Construction; Carpenter Tender; Concrete; Damp Proofer Below Grade; Dump Person - Dirt, Asphalt, Concrete & Cement; Heater Tender; Hot Tar Caulker - Corker; Joist Handler; Material Handler - Power Buggy; Rebar; Signal Person; & Snow Blower Operator; Chain Saw Operator; Concrete Vibrator; Demolition & Wrecking, Excluding Remodeling; Mason Tender; Mortar Mixer - Cement or Any Other Substitute Material or Composition; Pipe Handler; Pneumatic & Electric Tool, Jackhammer, Paving Buster, Chipping Hammer, Tamper Operator, Etc.; Swing Stage Line Scaffold (Not including "Patent" Scaffolding); & Torch Person - Gas, Electric, Thermal or similar device; Scrapping, Sweeping & Clean-up; Skid Steer, Forklift (Incidental Use)

GROUP 2 - Creosote Handler; Caisson Work; Concrete Saw Drill Operator; Nozzle Operator - Gunite, Cement, Sandblasting; Pipelayer; Sheeting Setter & Driver, Heavy Building Excavation; Underground Work - Open Ditch or Excavation 8' Below Grade; Underpinning; & High Pay/Low Pay - 40 ft. Over or Under Ground Floor without Conventional Floor Areas; Pipe-Rehab Technician, including Cleaning, Cutting, Camering, etc.; & Wall Mounted Saw Operator

GROUP 3 - Driller for Blasting Purposes; Dynamite Blaster or substitute products; & Tovex TR, Water, Gas, Gel, Bristar, Silent Dynamite, etc.

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LABO1097G 05/01/2002

| | Rates | Fringes |
|---|---|---|
| POLK COUNTY (Excluding the city limits of East Grand Forks); & ST. LOUIS COUNTY (N. of TR 55, but excluding a 20-mile radius of Grand Forks, North Dakota): | | |
| LABORERS: | | |
| Asbestos Abatement | 20.80 | 7.41 |

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LABO9900O 05/01/2002

| | Rates | Fringes |
|---|---|---|
| LABORERS (Heavy, Sewer & Water Lines): | | |

ANOKA, CARVER, CHISAGO, DAKOTA, **HENNEPIN,** ISANTI, RAMSEY, SCOTT,

SHERBURNE, WASHINGTON & WRIGHT COUNTIES:

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| | | |
|---|---|---|
| GROUP 1 | 22.89 | 6.21 |
| GROUP 2 | 23.09 | 6.21 |
| GROUP 3 | 23.24 | 6.21 |
| GROUP 4 | 23.34 | 6.21 |
| GROUP 5 | 23.59 | 6.21 |
| GROUP 6 | 24.89 | 6.21 |

BENTON & STEARNS COUNTIES:

| | | |
|---|---|---|
| GROUP 1 | 18.54 | 5.86 |
| GROUP 2 | 18.74 | 5.86 |
| GROUP 3 | 18.89 | 5.86 |
| GROUP 4 | 18.99 | 5.86 |
| GROUP 5 | 19.24 | 5.86 |
| GROUP 6 | 20.54 | 5.86 |

CLAY (Excluding City Limits of Moorhead) & POLK (Excluding City Limits of East Grand Forks) COUNTIES:

| | | |
|---|---|---|
| GROUP 1 | 15.74 | 5.21 |
| GROUP 2 | 15.94 | 5.21 |
| GROUP 3 | 16.09 | 5.21 |
| GROUP 4 | 16.19 | 5.21 |
| GROUP 5 | 16.44 | 5.21 |
| GROUP 6 | 17.74 | 5.21 |

HOUSTON & OLMSTED COUNTIES:

| | | |
|---|---|---|
| GROUP 1 | 17.94 | 5.21 |
| GROUP 2 | 18.14 | 5.21 |
| GROUP 3 | 18.29 | 5.21 |
| GROUP 4 | 18.39 | 5.21 |
| GROUP 5 | 18.64 | 5.21 |
| GROUP 6 | 19.94 | 5.21 |
| GROUP 7 | 15.04 | 5.01 |

ST. LOUIS COUNTY (South of T. 55 N):

| | | |
|---|---|---|
| GROUP 1 | 22.17 | 5.46 |
| GROUP 2 | 22.37 | 5.46 |
| GROUP 3 | 22.52 | 5.46 |
| GROUP 4 | 22.62 | 5.46 |
| GROUP 5 | 22.87 | 5.46 |
| GROUP 6 | 24.17 | 5.46 |

ST. LOUIS COUNTY (North of T. 55 N):

| | | |
|---|---|---|
| GROUP 1 | 21.62 | 6.51 |
| GROUP 2 | 21.82 | 6.51 |
| GROUP 3 | 21.97 | 6.51 |
| GROUP 4 | 22.07 | 6.51 |
| GROUP 5 | 22.32 | 6.51 |
| GROUP 6 | 23.62 | 6.51 |

LABORER CLASSIFICATIONS

GROUP 1 - Construction; Bituminous Batcherperson (Stationary Plant); Bituminous Worker - Shoveler, Raker, Floater, Squeegee, Utility; Blaster Tender; Brick Tender; Carpenter Tender; Cement Coverperson Batch Truck; Cement Handler - Bulk, Bag; Concrete Batcherperson; Concrete Handler, Caisson, Footings, Columns, Piling, Slabs, etc.; Concrete Longitudinal Float Operator (Manual Bullfloat on Paving); Concrete Shoveler, Tamper & Puddler (Paving); Conduit Layer; Curb Setter; Damp Proofer

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Below Grade; Demolition of an entire Structural System, Excluding Remodeling; Drill Runner Tender; Dump Operator (Dirt, Paver, Dumping Batch Truck, etc.); Fabric Installer; Grade Checker; Hydrant & Valve Setter; Hydro Blast or Waterblaster; Joint Filler (Concrete Pavement); Kettleperson (Bituminous or Lead); Labor Wrecking Demolition; Mortar Mixer; Pipe Handler; Pipelayer ($1.00 Premium); Power Buggy Operator; Pump Operator (Less than 6"); Retaining Wall Installation; Sand Cushion Bedmaker; Service Connection Maker (Water, Gas); Signalperson; Slip Lining of Utility Lines; Soil Stabilizer; Sound Barrier & Guard Rail Installation; Squeegeeperson; Stabilizing Batcherperson (Stationary Plant); Temporary Heaters & Blower Tender; Top Person (Sewer, Water or Gas Trench); Traffic Controller (Traffic Barriers) & Transit/Level; Flagperson.

GROUP 2 - Chain Saw; Compaction Equipment (Hand Operated or Remote Control); Concrete Drilling; Concrete Mixer Operator; Concrete Sawer; Concrete Vibrator; Ditch & Other Work more than 8' Below starting level of manual work; Formsetter; Joint Sawer, Mortar; Pipe Fuser/Technician; Pneumatic Tools, Jackhammer, Paving Buster, Chipping Hammer, etc.; Remote Control Demo Machine & Related Accessories (Electric/Hydraulic); Stone Tender/Mason Tender; & Torchperson - Gas, Electric, Thermal or Similar Device

GROUP 3 - Brick or Block Paving Setter; Caisson Work; Cofferdam Work

GROUP 4 - Bottomperson (Sewer, Water or Gas Trench - More than 8' Below starting level or manual Work); Cement Gun Operator (1 1/2" or Over); Driller - Air Track or Similar; & Nozzle Operator (Gunite, Sandblasting, Cement)

GROUP 5 - Asbestos & Hazardous Waste Tech; Tunnel Laborer; Tunnel Miner; Tunnel Miner Tender; Underground Laborer; & Underpinning

GROUP 6 - Blasting Person (Dynamite or substitute Products); & Tunnel Miner Under Pressure

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LABO9900Q 05/01/2002

| | Rates | Fringes |
|---|---|---|
| LABORERS (Heavy, Sewer & Water Lines): | | |
| CLAY (City Limits of Moorhead) & POLK (City Limits of East Grand Forks) COUNTIES: | | |
| GROUP 1 | 14.49 | 6.46 |
| GROUP 2 | 14.69 | 6.46 |
| GROUP 3 | 14.84 | 6.46 |
| GROUP 4 | 14.94 | 6.46 |
| GROUP 5 | 15.19 | 6.46 |
| GROUP 6 | 16.49 | 6.46 |

LABORER CLASSIFICATIONS

GROUP 1 - Construction; Bituminous Batcherperson (Stationary Plant); Bituminous Worker - Shoveler, Raker, Floater, Squeegee, Utility; Blaster Tender; Brick Tender; Carpenter Tender; Cement Coverperson Batch Truck; Cement Handler - Bulk, Bag; Concrete Batcherperson; Concrete Handler, Caisson, Footings, Columns, Piling, Slabs, etc.; Concrete Longitudinal Float Operator (Manual Bullfloat on Paving); Concrete Shoveler, Tamper &

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Puddler (Paving); Conduit Layer; Curb Setter; Damp-proofer Below Grade; Demolition of an entire Structural System, Excluding Remodeling; Drill Runner Tender; Dump Operator (Dirt, Paver, Dumping Batch Truck, etc.); Fabric Installer; Grade Checker; Hydrant & Valve Setter; Hydro Blast or Waterblaster; Joint Filler (Concrete Pavement); Kettleperson (Bituminous or Lead); Labor Wrecking Demolition; Mortar Mixer; Pipe Handler; Pipelayer ($1.50 Premium); Power Buggy Operator; Pump Operator (Less than 6"); Retaining Wall Installation; Sand Cushion Bedmaker; Service Connection Maker (Water, Gas); Signalperson; Slip Lining of Utility Lines; Soil Stabilizer; Sound Barrier & Guard Rail Installation; Squeegeeperson; Stabilizing Batcherperson (Stationary Plant); Temporary Heaters & Blower Tender; Top Person (Sewer, Water or Gas Trench); Flagperson/ Traffic Controller (Traffic Barriers) & Transit/Level

GROUP 2 - Chain Saw; Compaction Equipment (Hand Operated or Remote Control); Concrete Drilling; Concrete Mixer Operator; Concrete Sawer; Concrete Vibrator; Ditch & Other Work more than 8' Below starting level of manual work; Formsetter; Joint Sawer, Mortar; Pipe Fuser/Technician; Pipe Rehab Technician, Including Cleaning, Cutting, Cameraing, etc.; Pneumatic Tools, Jackhammer, Paving Buster, Chipping Hammer, etc.; Remote Control Demo Machine & Related Accessories (Electric/ Hydraulic); Stone Tender/Mason Tender; & Torchperson - Gas, Electric, Thermal or Similar Device

GROUP 3 - Brick or Block Paving Setter; Caisson Work; Cofferdam Work

GROUP 4 - Bottomperson (Sewer, Water or Gas Trench - More than 8' Below starting level or manual Work); Cement Gun Operator (1 1/2" or Over); Driller - Air Track or Similar; & Nozzle Operator (Gunite, Sandblasting, Cement)

GROUP 5 - Asbestos & Hazardous Waste Tech; Tunnel Laborer; Tunnel Miner; Tunnel Miner Tender; Underground Laborer; & Underpinning

GROUP 6 - Blasting Person (Dynamite or substitute Products); Tunnel Miner Under Pressure

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PAIN0061F 05/01/2000

| | Rates | Fringes |
|---|---|---|
| CHISAGO, DAKOTA, RAMSEY & WASHINGTON COUNTIES: | | |
| PAINTERS: | | |
| GROUP 1 | 23.50 | 8.28 |
| GROUP 2 | 17.63 | 8.28 |
| GROUP 3 | 24.25 | 8.28 |

PAINTER CLASSIFICATIONS

GROUP 1 - Brush; Drywall Finisher; & Paperhanger
GROUP 2 - Drywall Sander
GROUP 3 - Sandblaster; Spray; Swing Stage; Boatswain Chair; Window Jack; Safety Belt; Erected Structural Steel; Bridges; & Application of Epoxy Materials & Materials containing over 50% Creosote

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PAIN0106I 05/01/2001

| | Rates | Fringes |
|---|---|---|
| ST LOUIS COUNTY | | |

| | | |
|---|---|---|
| GLAZIERS | 20.11 | 7.24+a |

FOOTNOTE:
a. 1 to 4 years' service - 1 week's paid vacation; 5 to 11 years' service - 2 weeks' paid vacation; 11 years' service or more - 3 weeks' paid vacation

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PAIN0106J 05/01/2001

| | Rates | Fringes |
|---|---|---|
| ST. LOUIS COUNTY: | | |
| PAINTERS: | | |
| REPAINT: | | |
| Brush & Roller | 21.23 | 7.73 |
| Paperhanger, Spray, Steel, and Taper | 21.83 | 7.73 |
| New: | | |
| Brush; Roller | 22.73 | 7.73 |
| Paperhanger, Spray, Steel, and Taper | 23.33 | 7.73 |

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PAIN0386I 05/01/2000

| | Rates | Fringes |
|---|---|---|
| ANOKA, CARVER, **HENNEPIN,** ISANTI, SCOTT, SHERBURNE (South & East of a line drawn between the town of Santiago in Sherburne County and the town of Clearwater in Wright County) & WRIGHT COUNTIES: | | |
| PAINTERS: | | |
| Brush; Roller; & Wallpaper Hanger | 24.31 | 7.72 |
| Spray; Steel; Sandblaster; Swing Stage & Epoxy | 25.06 | 7.72 |

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PAIN0386J 05/01/2000

| | Rates | Fringes |
|---|---|---|
| ANOKA, CARVER, **HENNEPIN,** ISANTI, SCOTT, SHERBURNE (South & east of a line drawn between the town of Santiago, Sherburne County and the town of Clearwater, Wright County) & WRIGHT COUNTIES: | | |
| PAINTERS: | | |
| Drywall Taper/Finisher | 23.97 | 7.85 |
| Sander | 17.98 | 7.85 |

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PAIN0681E 05/01/2001

| | Rates | Fringes |
|---|---|---|
| HOUSTON & OLMSTED COUNTIES: | | |
| CORPORATE CITY LIMITS OF ROCHESTER, OLMSTED COUNTY: | | |
| PAINTERS: | | |
| Brush & Roller | 22.13 | 6.07 |
| Paperhanger & Steel | 22.38 | 6.07 |
| Sandblasting & Spray | 22.63 | 6.07 |
| Stageman & Beltman | 23.13 | 6.07 |
| REMAINING AREA: | | |
| $600,000 & over in volume including Electrical & Mechanical: | | |
| PAINTERS: | | |
| Brush & Roller | 22.13 | 6.07 |
| Paperhanger & Steel | 22.38 | 6.07 |

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| | | |
|---|---|---|
| Sandblasting & Spray | 22.63 | 6.07 |
| Stageman & Beltman | 23.13 | 6.07 |

Under $600,000 in volume including Electrical & Mechanical:

PAINTERS:

| | | |
|---|---|---|
| Brush & Roller | 18.81 | 6.07 |
| Paperhanger & Steel | 19.02 | 6.07 |
| Sandblasting & Spray | 19.24 | 6.07 |
| Stageman & Beltman | 19.66 | 6.07 |

APPLICATION OF EPOXY, CREOSOTE OR ALL OTHER HIGHLY TOXIC MATERIALS - $ .25 PREMIUM

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PAIN0681H 05/01/2001

| | Rates | Fringes |
|---|---|---|
| HOUSTON & OLMSTED COUNTIES: | | |
| DRYWALL FINISHERS | 21.74 | 6.07 |
| DRYWALL SANDERS | 16.31 | 6.07 |

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PAIN0880A 05/01/1999

| | Rates | Fringes |
|---|---|---|
| SIGN PAINTERS | 21.12 | 2.08+a+b |

FOOTNOTES:

a. 8 Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; the Day After Thanksgiving; the last working Day Before Christmas; & Christmas Day

b. Vacation Pay: 3 yrs' service - 2 wks' paid vacation; 6 yrs' service - 3 wks' paid vacation; 15 yrs' service - 4 wks' paid vacation

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PAIN0884F 06/01/2002

| | Rates | Fringes |
|---|---|---|
| PAINTERS: | | |
| BENTON, SHERBURNE (Western one-half, North & West of a line drawn between the city of Santiago in Sherburne County & the city of Clearwater in Wright County) & STEARNS COUNTIES: | | |
| Projects Under $8,000.00: | | |
| GROUP 1 | 16.00 | 7.06 |
| GROUP 2 | 16.00 | 7.06 |
| GROUP 3 | 16.61 | 7.06 |
| All Other Work: | | |
| GROUP 1 | 20.01 | 7.06 |
| GROUP 2 | 20.01 | 7.06 |
| GROUP 3 | 20.76 | 7.06 |
| CLAY & POLK COUNTIES: | | |
| Projects Under $8,000.00: | | |
| GROUP 1 | 14.41 | 1.87 |
| GROUP 2 | 15.21 | 6.34 |
| GROUP 3 | 15.16 | 1.87 |
| All Other Work: | | |

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| | | |
|---|---|---|
| GROUP 1 | 18.01 | 1.87 |
| GROUP 2 | 19.01 | 6.34 |
| GROUP 3 | 18.76 | 1.87 |

PAINTER CLASSIFICATIONS

GROUP 1: Brush & Roller

GROUP 2: Drywall Taper & Finisher

GROUP 3: Spray; Two Component Paints; Epoxies; Sandblasting & Rigging; Bridge Painting; Work done on Swing Scaffolding,

Safety Harness, Boatswain's Chair, Coverings & Erection of Scaffolding for same, Work on Erected Structural Steel, Storage Bins, Tanks, Abrasive Blasting; Steeple Jack Work which applies to Smokestacks, Elevated Tanks & Erected Towers over 35 ft. & Flag Poles; & Structural Supports

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PAIN1324E 06/01/1999

ANOKA, BENTON, CARVER, CHISAGO, CLAY, DAKOTA, **HENNEPIN**, HOUSTON, ISANTI, OLMSTED, POLK, RAMSEY, SCOTT, SHERBURNE, STEARNS, WASHINGTON & WRIGHT COUNTIES:

| | Rates | Fringes |
|---|---|---|
| GLAZIERS | 24.31 | 7.89 |

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PLAS0265D 06/01/2000

ANOKA, CARVER, CHISAGO, DAKOTA, **HENNEPIN**, ISANTI, RAMSEY, SCOTT, SHERBURNE, WASHINGTON & WRIGHT COUNTIES:

| | Rates | Fringes |
|---|---|---|
| PLASTERERS | 24.88 | 8.35 |

---

PLAS6330I 05/01/2000

ST. LOUIS COUNTY (South of T 55N):

| | Rates | Fringes |
|---|---|---|
| CEMENT MASONS (Treatment Plants) | 21.34 | 8.15 |

---

PLAS6330J 05/01/2000

HOUSTON & OLMSTED COUNTIES:

| | Rates | Fringes |
|---|---|---|
| CEMENT MASONS (Treatment Plants): | 23.29 | 4.37 |

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PLAS6330K 05/01/2000

ANOKA, CARVER, CHISAGO, DAKOTA, **HENNEPIN**, ISANTI, RAMSEY, SCOTT, SHERBURNE, WASHINGTON & WRIGHT COUNTIES:

| | Rates | Fringes |
|---|---|---|
| CEMENT MASONS (Treatment Plants) | 24.99 | 7.96 |

---

PLAS6330L 05/01/2000

ST. LOUIS COUNTY (North of T 55N):

| | Rates | Fringes |
|---|---|---|
| CEMENT MASONS (Treatment Plants) | 18.20 | 9.00 |

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PLAS6330M 05/01/2000

| | Rates | Fringes |
|---|---|---|
| ST. LOUIS COUNTY: | | |
| PLASTERERS | 19.62 | 8.70 |

PLAS6330N 06/01/2000

| | Rates | Fringes |
|---|---|---|
| HOUSTON & OLMSTED COUNTIES: | | |
| PLASTERERS | 25.25 | 2.40 |

PLAS6330O 05/01/2000

| | Rates | Fringes |
|---|---|---|
| ST. LOUIS COUNTY (South of T 55N): | | |
| CEMENT MASONS (Heavy, Sewer & Water Lines) | 20.33 | 10.70 |

PLAS6330P 05/01/2000

| | Rates | Fringes |
|---|---|---|
| ANOKA, CARVER, CHISAGO, DAKOTA, **HENNEPIN**, ISANTI, RAMSEY, SCOTT, SHERBURNE, WASHINGTON & WRIGHT COUNTIES: | | |
| CEMENT MASONS (Heavy, Sewer & Water Lines) | 23.79 | 7.96 |

PLAS6330Q 05/01/2000

| | Rates | Fringes |
|---|---|---|
| ST. LOUIS COUNTY (North of T 55N): | | |
| CEMENT MASONS (Heavy, Sewer & Water Lines) | 18.20 | 9.00 |

PLAS6330R 05/01/2000

| | Rates | Fringes |
|---|---|---|
| HOUSTON & OLMSTED COUNTIES: | | |
| CEMENT MASONS (Heavy, Sewer & Water Lines) | 22.69 | 4.75 |

PLAS6330U 07/01/1999

| | Rates | Fringes |
|---|---|---|
| POLK COUNTY: | | |
| CEMENT MASONS (Treatment Plants) | 18.35 | 5.80 |

PLAS6330W 05/01/2000

| | Rates | Fringes |
|---|---|---|
| BENTON, CLAY & POLK COUNTIES: | | |
| PLASTERERS | 17.75 | 4.65 |

PLUM0006E 08/01/2001

| | Rates | Fringes |
|---|---|---|

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HOUSTON COUNTY:

PIPEFITTERS; PLUMBERS; & STEAMFITTERS:

| | | |
|---|---|---|
| Mechanical Contracts Up to $75,000.00 | 22.93 | 8.35 |
| All Other Mechanical Contracts | 28.66 | 8.35 |

OLMSTED COUNTY:

| | | |
|---|---|---|
| PIPEFITTERS; PLUMBERS; & STEAMFITTERS | 22.93 | 8.35 |

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PLUM0011H 05/01/2001

| | Rates | Fringes |
|---|---|---|
| ST. LOUIS COUNTY (South of an east-west line drawn through Cotton) | | |
| PLUMBERS, PIPEFITTERS, and STEAMFITTERS | 26.35 | 9.15 |

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PLUM0015E 05/01/2001

| | Rates | Fringes |
|---|---|---|
| ANOKA, CARVER, **HENNEPIN,** ISANTI, SCOTT, SHERBURNE (East of a line running northeasterly from the point of Wright County that lies furthest north to that point of Mille Lacs County that is south by west) & WRIGHT COUNTIES: | | |
| PLUMBERS | 27.70 | 9.17+a |

FOOTNOTE:
a. Paid Holiday: Labor Day

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PLUM0015F 05/01/2001

| | Rates | Fringes |
|---|---|---|
| BENTON & STEARNS COUNTIES | | |
| PLUMBERS | 25.80 | 9.71+a |

FOOTNOTE:
a. Paid Holiday: Labor Day

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* PLUM0034E 05/01/2002

| | Rates | Fringes |
|---|---|---|
| CHISAGO, DAKOTA, RAMSEY & WASHINGTON COUNTIES | | |
| PLUMBERS | 30.55 | 10.29+a |

FOOTNOTE:

a. 1 Paid Holiday: Labor Day

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* PLUM0126E 05/15/2002

| | Rates | Fringes |
|---|---|---|
| CLAY & POLK COUNTIES | | |
| PLUMBERS & STEAMFITTERS: | | |
| Mechanical Projects under $2,000,000 | 25.89 | 8.31 |
| Mechanical Projects $2,000,000 and above | 28.29 | 8.31 |

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PLUM0417B 06/01/2001

| | Rates | Fringes |
|---|---|---|
| ANOKA, DAKOTA, **HENNEPIN,** RAMSEY, SCOTT & WASHINGTON COUNTIES: | | |
| SPRINKLER FITTERS | 29.42 | 11.17+a |

FOOTNOTE:
a. 6 Paid Holidays: Memorial Day; July 4th; Friday before Labor Day; Labor Day; Columbus Day; & Thanksgiving Day

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PLUM0455F 05/01/2001

| | Rates | Fringes |
|---|---|---|
| CHISAGO, DAKOTA, RAMSEY & WASHINGTON COUNTIES | | |
| PIPEFITTERS & STEAMFITTERS | 29.10 | 10.10 |

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PLUM0539G 05/01/2001

| | Rates | Fringes |
|---|---|---|
| ANOKA, CARVER, **HENNEPIN,** ISANTI, SCOTT, SHERBURNE (East of a line running North-Easterly from the point of Wright Co.that lies furthest North to that point of Mille Lacs that is South by West) & WRIGHT COUNTIES: | | |
| PIPEFITTERS | 29.77 | 9.51 |

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PLUM0539L 05/01/2001

| | Rates | Fringes |
|---|---|---|
| BENTON, SHERBURNE (West of a line running North-Easterly from point of Wright Co. lies furthest North to point of Mille Lacs that is South by West) & STEARNS COUNTIES: | | |
| PIPEFITTERS | 23.72 | 11.83 |

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PLUM0589E 06/01/2001

| | Rates | Fringes |
|---|---|---|
| ST. LOUIS COUNTY (North of an East-West line drawn through Cotton) | | |
| PIPEFITTERS; PLUMBERS; & STEAMFITTERS | 23.62 | 11.42 |

---

ROOF0096U 06/01/1998

| | Rates | Fringes |
|---|---|---|
| ROOFERS: | | |
| HOUSTON COUNTY | 16.01 | 3.92 |
| OLMSTED COUNTY | 17.34 | 3.92 |

---

ROOF0096V 07/01/2000

| | Rates | Fringes |
|---|---|---|
| ST. LOUIS COUNTY (South of Hwy 16, excluding city of Forbes): | | |
| ROOFERS | 22.20 | 7.15 |

---

ROOF0096W 05/01/2000

| | Rates | Fringes |
|---|---|---|
| ANOKA, CARVER, CHISAGO, DAKOTA, **HENNEPIN,** ISANTI (South of State | | |

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Highway #95, including Cambridge), RAMSEY, SCOTT, WASHINGTON & WRIGHT (South of County Road #39) COUNTIES:

| | | |
|---|---|---|
| ROOFERS | 24.94 | 7.63+a |

FOOTNOTE:
a. 1 Paid Holiday: Labor Day

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ROOF0096X 06/01/2000

| | Rates | Fringes |
|---|---|---|
| BENTON, ISANTI (North of State Highway #95, excluding Cambridge), SHERBURNE, STEARNS & WRIGHT (North of Wright County Road #39, from South Haven to Monticello, including both towns) COUNTIES: | | |
| ROOFERS | 21.50 | 5.45 |

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ROOF0096Y 05/01/2000

| | Rates | Fringes |
|---|---|---|
| ST. LOUIS COUNTY (Northern two-thirds): | | |
| ROOFERS | 18.20 | 5.20 |

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ROOF0214B 04/01/1998

| | Rates | Fringes |
|---|---|---|
| CLAY & POLK COUNTIES: | | |
| ROOFERS | 10.83 | |

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SFMN0669D 04/01/2002

| | Rates | Fringes |
|---|---|---|
| BENTON, CARVER, CHISAGO, CLAY, HOUSTON, ISANTI, OLMSTED, POLK, SHERBURNE, ST. LOUIS, STEARNS & WRIGHT COUNTIES: | | |
| SPRINKLER FITTERS | 27.76 | 8.05 |

---

SHEE0010U 05/01/2002

| | Rates | Fringes |
|---|---|---|
| BENTON, SHERBURNE & STEARNS COUNTIES | | |
| SHEET METAL WORKERS | 26.07 | 10.53 |

---

* SHEE0010V 06/01/2002

| | Rates | Fringes |
|---|---|---|
| CLAY COUNTY | | |
| SHEET METAL WORKERS | 20.07 | 7.16 |

---

SHEE0010W 05/01/2000

| | Rates | Fringes |
|---|---|---|
| ST. LOUIS COUNTY (Southern one-third): | | |
| SHEET METAL WORKERS | 24.28 | 9.88 |

---

SHEE0010X 05/01/2001

| | Rates | Fringes |
|---|---|---|
| ST. LOUIS COUNTY (Northern two-thirds) | | |

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SHEET METAL WORKERS 24.83 9.57

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SHEE0010Y 05/01/2001

| | Rates | Fringes |
|---|---|---|
| ANOKA, CARVER, CHISAGO, DAKOTA, **HENNEPIN**, ISANTI, RAMSEY, SCOTT, WASHINGTON & WRIGHT COUNTIES | | |
| SHEET METAL WORKERS | 28.26 | 10.68+a |

FOOTNOTE:
a. Paid Holiday: Labor Day

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SHEE0010Z 05/01/2002

| | Rates | Fringes |
|---|---|---|
| OLMSTED COUNTY | | |
| SHEET METAL WORKERS | 25.76 | 9.62 |

---

SHEE1000A 05/01/1999

| | Rates | Fringes |
|---|---|---|
| HOUSTON COUNTY: | | |
| SHEET METAL WORKERS: | | |
| Sheet Metal Installations of $50,000.00 & Under | 17.53 | 6.49 |
| All Other Work | 19.69 | 6.49 |

---

* SHEE1000E 06/01/2002

| | Rates | Fringes |
|---|---|---|
| CLAY COUNTY | | |
| SHEET METAL WORKERS | 20.04 | 7.30 |

---

TEAM0132F 05/01/2000

| | Rates | Fringes |
|---|---|---|
| CHISAGO (Northern half) & ISANTI COUNTIES: | | |
| TRUCK DRIVERS (Treatment Plants) | 23.08 | |

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* TEAM0160I 05/01/2002

| | Rates | Fringes |
|---|---|---|
| TRUCK DRIVERS (Heavy, Sewer & Water Lines): | | |
| ANOKA, CARVER, CHISAGO (S. of T. 34-N), DAKOTA, **HENNEPIN**, RAMSEY, ST. LOUIS, SCOTT, SHERBURNE, WASHINGTON & WRIGHT COUNTIES: | | |
| GROUP 1 | 21.60 | 6.50 |
| GROUP 2 | 21.05 | 6.50 |
| GROUP 3 | 20.95 | 6.50 |
| GROUP 4 | 20.70 | 6.50 |
| HOUSTON AND OLMSTED COUNTIES | | |
| GROUP 1 | 19.60 | 6.50 |
| GROUP 2 | 19.05 | 6.50 |
| GROUP 3 | 18.95 | 6.50 |
| GROUP 4 | 18.75 | 6.50 |
| BENTON, CHISAGO (N. of T. 34-N), CLAY, ISANTI, POLK & STEARNS | | |

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COUNTIES:

| | | |
|---|---|---|
| GROUP 1 | 17.52 | 6.50 |
| GROUP 2 | 17.01 | 6.50 |
| GROUP 3 | 16.86 | 6.50 |
| GROUP 4 | 16.86 | 6.50 |

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Boom; Mechanic; Off-Road, including Articulated Dump Truck; Tractor Trailer; Truck Driver (Operation of Hand & Power Operated Winch); & Winches

GROUP 2 - Tri Axles (Including Four Axles)

GROUP 3 - Bituminous Distributor; Bituminous Distributor (One man operation); Tandem Axles; & Single Axles

GROUP 4 - Bituminous Distributor Spray Operator (Rear End

Oiler); Dumpman; Pilot Car; Self-propelled Packer; Slurry Operator; Tank Truck Tender (Gas, Oil, Road Oil & Water); Tractor Operator (Wheel type used for any purpose)

THE FOLLOWING CLASSIFICATIONS SHALL COME UNDER THE APPROPRIATE AXLE RATE WAGE GROUP:
"A" Frame; Dry Batch Hauler; Ready-Mix Concrete; Slurry; Tank (Gas, Oil, Road Oil & Water)

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TEAM0221D 05/30/1998

| | Rates | Fringes |
|---|---|---|
| LANDSCAPE - SOD, TREES, SHRUBS & BLACK DIRT: | | |
| Single Axles & Farm Tractors | 12.15 | 4.00 |
| Tandem Axles | 12.30 | 4.00 |
| Truck-Train Combination | 12.45 | 4.00 |

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TEAM0346D 05/01/1998

| | Rates | Fringes |
|---|---|---|
| ANOKA, CARVER, CHISAGO (Southern half), DAKOTA, **HENNEPIN,** RAMSEY, ST. LOUIS, SCOTT, SHERBURNE, WASHINGTON & WRIGHT COUNTIES: | | |
| TRUCK DRIVERS (Treatment Plants): | | |
| GROUP 1 - Boom Truck Operator | 19.55 | 4.50 |
| GROUP 2 - Ready-Mix; Tractor-Trailer | 19.00 | 4.50 |
| GROUP 3 - Mechanic; Fork Lift Operator; & Tandem or 3 Axles | 18.90 | 4.50 |
| GROUP 4 - Farm Tractor; Single or 2 Axles; & Dumps | 18.65 | 4.50 |

---

TEAM0405C 05/01/1999

| | Rates | Fringes |
|---|---|---|
| HOUSTON COUNTY | | |
| TRUCK DRIVERS (Treatment Plants) | 15.49 | |
| OLMSTED COUNTY | | |
| TRUCK DRIVERS (Treatment Plants) | 16.94 | |

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TEAM0563C 05/01/1999

| | Rates | Fringes |
|---|---|---|
| BENTON, CLAY (Except City limits of Moorhead) & STEARNS COUNTIES: | | |

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TRUCK DRIVERS (Treatment Plants):
Total Construction Projects of
Over $950,000.00 15.59
Total Construction Projects
Under $950,000.00 13.84

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TEAM0580C 04/19/1999

| | Rates | Fringes |
|---|---|---|
| CLAY (Moorhead) & POLK (East Grand Forks) COUNTIES: | | |
| TRUCK DRIVERS (Treatment Plants) | 14.05 | |

---

TEAM1097B 05/01/1999

| | Rates | Fringes |
|---|---|---|
| POLK COUNTY (Excluding the city limits of East Grand Forks): | | |
| TRUCK DRIVERS (Treatment Plants): | | |
| Under $760,000.00, including Mechanical & Electrical | 11.86 | |
| $760,000.00 & Over, including Mechanical & Electrical | 13.95 | |

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

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In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.)

and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch

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of Construction Wage Determinations. Write to:

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

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**SAMPLE PREVIOUS EXPERIENCE FORM (MAY BE MODIFIED AS NEEDED TO FIT PAGE COUNT BUT OFFEROR'S PROPOSAL SHALL CONTAIN AT A MINIMUM ALL INFORMATION BELOW)**

**SOLICITATION NO. DACA45-02-R-0027** **PROJECT NO.: _____**
**FIXED PRICE REMEDIATION WITH INSURANCE – NORTHERN REGION**
**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: _____

Contract Number Project Performed Under: _____ Task Order Number: _____

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?
_____

Did the project require insurance to cap costs to the customer or indemnify the Government (Y/N)_____ If yes, give a brief explanation of the requirements for this project.
_____
_____
_____

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:

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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: _____

Additional Project Information (Offeror can add attachment provided page count is not exceeded):

Was the project terminated early or were cure/show cause letters received? ☐ 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:

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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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**OWNER/CLIENT PAST PERFORMANCE SURVEY**

**SOLICITATION NO. DACA45-02-R-0027** **PROJECT NO.: _____**
**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 U.S. Army Corps of Engineers – Omaha District 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. All information provided is held confidential and will not be shared with the company before or after award. Your candid responses are valued by the Omaha District and greatly appreciated.

These questions relate to the work performed at _____
under Contract Number: _____ and Task Order Number: _____.

(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 customer service and commitment to customer satisfaction.

☐ Excellent ☐ Good ☐ Satisfactory ☐ Fair ☐ Unsatisfactory

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e. The firm's professional relationship with the customer and other stakeholders.

☐ Excellent ☐ Good ☐ Satisfactory ☐ Fair ☐Unsatisfactory

3. Comments._____

_____

_____

_____

_____

_____

_____

_____

Name _____ Telephone_____

Title _____ Fax _____

E-Mail Address_____ Date _____

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## 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 _____

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52.203-11 -- Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Apr 1991)

**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)

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## Section K – Representations, Certifications and Other Statements of Offerors

***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)

***52.222-22 – 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:

_____

_____

_____

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.

(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, 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 Part 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)

### *52.215-20 – 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 Part 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 Part 15.406-2.

(End of Provision)

***52.216-1 – Type of Contract (Apr 1984)***

The Government contemplates award of a set of up to four (4) Indefinite Delivery/Indefinite Quantity (ID/IQ) Fixed-Price contracts under the Multiple Award Remediation Contract (MARC) process. The individual task orders will require cost containment insurance and/or payment and performance bonding requirements. The task orders under these contracts resulting from this solicitation will be firm-fixed price with indemnification requirements. The ID/IQ Environmental Remediation Services Contract(s) under the primary NAICS Code 562910, in support of the US Army Corps of Engineers (USACE) and its customers located anywhere in the Northwest/Northeast Regions of the United States, will be awarded as a result of this solicitation. The states included in this region are: Washington, Oregon, Idaho, Wyoming, Montana, Utah, Colorado, North Dakota, South Dakota, Nebraska, Kansas, Wisconsin, Iowa, Missouri, Michigan, Indiana, Illinois, Minnesota, Ohio, West Virginia, Virginia, New York, Massachusetts, Maryland, Rhode Island, District of Columbia, Maine, New Hampshire, Connecticut, Vermont, New Jersey, Delaware, and Pennsylvania.

(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 evaluation 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)

***52.232-28 Invitation to Propose Performance-Based Payments (Mar 2000)***

(a) The Government invites the offeror to propose terms under which the Government will make performance-based contract financing payments during contract performance. The Government will consider performance-based payment financing terms proposed by the offeror in the evaluation of the offeror's proposal. The Contracting Officer will incorporate the financing terms of the successful offeror and the FAR clause, Performance-Based Payments, at FAR Clause 52.232-32, in any resulting contract.

(b) In the event of any conflict between the terms proposed by the offeror and the terms in the clause at FAR 52.232-32, Performance-Based Payments, the terms of the clause at FAR 52.232-32 shall govern.

(c) The Contracting Officer will not accept the offeror's proposed performance-based payment financing if the financing does not conform to the following limitations:

(1) The Government will make delivery payments only for supplies delivered and accepted, or services rendered and accepted in accordance with the payment terms of this contract.

(2) The terms and conditions of the performance-based payments must --

(i) Comply with FAR Part 32.1004;

(ii) Be reasonable and consistent with all other technical and cost information included in the offeror's proposal; and

(iii) Their total shall not exceed 90 percent of the contract price if on a whole contract basis, or 90 percent of the delivery item price if on a delivery item basis.

(3) The terms and conditions of the performance-based financing must be in the best interests of the Government.

(d) The offeror's proposal of performance-based payment financing shall include the following:

(1) The proposed contractual language describing the performance-based payments (see FAR 32.1004 for appropriate criteria for establishing performance bases and performance-based finance payment amounts).

(2) A listing of --

(i) The projected performance-based payment dates and the projected payment amounts; and

(ii) The projected delivery date and the projected payment amount.

(3) Information addressing the Contractor's investment in the contract.

(e) Evaluation of the offeror's proposed prices and financing terms will include whether the offeror's proposed performance-based payment events and payment amounts are reasonable and consistent with all other terms and conditions of the offeror's proposal.

(End of Provision)

***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 15th Street, Old Federal Building – 3rd 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)

***52.237-1 – Site Visit (Apr 1984)***

(a) Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of provision)

***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)

***52.252-3 -- Alterations in Solicitation (Apr 1984)***

Portions of this solicitation are altered as follows:

_____
_____
_____

(End of Provision)

# ***DRAFT COPY***

**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.wes.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:
**Famane Brown**
Mailing Address:
U.S. Army Corps of Engineers, Omaha District
Attn: CENWO-CT-H (Famane Brown)
106 South 15th Street, Old Federal Building 3rd Floor
Omaha, NE 68102-1618
Phone: (402) 221-3116 Fax: (402) 221-4530
E-mail: Famane.C.Brown@usace.army.mil

Technical:
**Christopher Wiehl**
Mailing Address:
U.S. Army Corps of Engineers, Omaha District
Attn: CENWO-PM-HD (Chris Wiehl)
106 South 15th Street
Omaha, NE 68102-1618
Phone: (402) 221-7736 Fax: (402) 221-7796
E-mail: Christopher.D.Wiehl@usace.army.mil

**NOTE:** All questions and/or comments should reach the above referenced Contracting Office no later than three (3) calendar days after the preproposal conference, 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 pay 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. The Government also will not be responsible for costs associated with preparing proposals for individual task orders. Finally, the Government will not pay for or subsidize any costs incurred for attendance at the pre-proposal conference.

**1.3. Pre-Proposal Conference -**

The Government intends to hold the pre-proposal conference at the Doubletree Hotel on 5 November 2002 **(This date is tentative)**. Specific details will be posted on the Omaha District contracting web site at http://ebs-nwo.wes.army.mil. The offeror must submit in writing, via fax or e-mail, the firm's name, address, point of contact, telephone number, and number of personnel planning to attend to the following:

U.S. Army Corps of Engineers
ATTN: CENWO-CT-H (Chris Wiehl)
106 South 15th Street
Omaha, NE 68102-1618
Phone No.: 402-221-7736 FAX No.: 402-221-7796
E-mail address: Christopher.D.Wiehl@usace.army.mil

**1.4. Method Of Procurement -**

**1.4.1.** The U.S. Army Corps of Engineers, Omaha District, intends to conduct this acquisition in accordance with the provisions set forth in the Request for Proposal (RFP). From this solicitation, up to two (2) small business set-asides and up to two (2) unrestricted contracts may be awarded for a total of $250,000,000 shared contract capacity. The resulting contract(s) will be under a Multiple Award Remediation Contract (MARC) Indefinite Delivery/Indefinite Quantity (ID/IQ) Type Contract(s) where all Task Orders issued under each contract will be Firm-Fixed Price with Cost Overrun Indemnification requirements and may be awarded within the identified geographic boundaries of this solicitation and the resulting contracts for various Defense Department installations. All task orders will be competed unless identified as not available for competition by the Contracting Officer determination in accordance with FAR Subpart 16.504. The task order proposals will be evaluated and awarded when determined to be most advantageous to the Government; price, and other factors considered. Price and past performance will be evaluated in all task order awards. Other site-specific evaluation factors will be identified in the task order RFP.

Special selection criteria will be followed for Base Realignment and Closure (BRAC) installations in accordance with DFARS 252.226.71 – Preference for Local and Small Businesses regulations. Specifically, the Government intends to conduct market research to ascertain whether local and small business can perform the work. Depending upon the results of the market research, the procurement may be done outside the scope of these contracts, may be set-aside for small business firms that hold these MARC contracts, or may be competed among all MARC contracts awarded under this solicitation. In any case, the Government may not award any contract(s) if the resulting contract(s) would not represent a "best value" to the Government using trade-off selection guidance procedures as described in 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.

**1.4.2.** 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.

**1.4.3.** 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.

**1.4.4.** The Government reserves the right to discuss aspects of proposals with offerors in the competitive range, which may be limited for efficiency (FAR Part 15.306(c)(2)), 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 (FAR Part 15.306(a)(2)). 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.

**1.5. 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 Famane Brown, Contract Specialist, at (402) 221-3116 or the Contracting Office Main Desk, at (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 33, Page 1, Item 9, a Contracting representative will be in the lobby to accept proposals. At the time specified on Standard Form SF 33, Page 1, Item 9, 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 33: Proposals will be received until 1600 hours (4:00 p.m.) Central Time on TO BE DETERMINED at:**

U.S. Army Corps of Engineers, Omaha District
ATTN: CENWO-CT-H (Brown)
106 South 15th Street, Old Federal Building 3rd Floor
Omaha, NE 68102-1618

**The Packaging that contains the Proposals shall be marked:**
**Proposals for Solicitation DACA45-02-R-0027, DO NOT OPEN.**

**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 proposal cover, title page and table of contents of any document/volume to be evaluated. Proposal volume cover format is at the offeror's 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.

(e) 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 total number of pages for Volume I and Volume II submitted by **large businesses shall not exceed one hundred fifty five (155) pages**. The total number of pages for Volume I and Volume II of the proposal submitted by a **small business may not exceed one hundred thirty (130) pages**. The increased page count allowed for large business is necessary because large business must submit additional small business utilization information

and a subcontracting plan that is not required by small business. These are the maximum limits for Volume I and Volume II of each proposal depending on the size of the business, excluding **information not considered in the page count limitation including the Proposal Cover; the Table of Contents; Title Page; the List of Tables/Figures, or Acronyms; Separator Tabs; Cross-Reference to the Solicitation Paragraphs.**

Large business shall not utilize unused pages allowed for Volume I, Section V – Small Business Utilization, to enhance or expand other sections of their proposal. If large business exceeds the page limits set, the excess pages will not be evaluated. Small Business will receive the highest rating for this factor and the subfactors in this section.

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 Part 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 foldout page in excess of 8-1/2 inch by 11-inch shall count as two pages. 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. A smaller type may be used on charts, graphs, figures, diagrams, and schematics to accommodate a "make to fit" software capability, however all text shall be legible and easily read.

**NOTE: Large businesses having proposals that exceed one hundred fifty five (155) pages, or small businesses having proposals that exceed one hundred thirty (130) pages, will have only those pages that are within the required limits evaluated. <u>All information appearing thereafter will not be evaluated</u>.**

**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, <u>the excess pages will not be evaluated</u>. Small business will receive the highest rating for this section.**

**2.3. Format -** The offeror shall submit **one (1) original** and **six (6) copies** of their proposal in the format shown below:

**Table 1 - Proposal Format**

| | | Required Number of Proposals | |
|---|---|---|---|
| **Proposal Document** | **Suggested Page Limit (Large/Small Business)** | **Original** | **Copies Required** |
| **Volume I, Section I: Previous Experience, Personnel, and Organization** | **50/50** | **1** | **6** |
| TAB 1/Summary of Previous Experience – Environmental Remediation Projects | | | |
| TAB 2/Resumes of Key Personnel For This Contract | | | |
| TAB 3/Organizational Structure of the Proposed Team | | | |
| **Volume I, Section II – Past Performance** | **25/25** | **1** | **6** |

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|---|---|---|---|
| Tab 1/Past Performance Project Narrative with Points of Contact | | | |
| Tab 2/Past Performance with Regulators Including Points of Contact | | | |
| **Volume I Section III - Insurance** | **5/5** | **1** | **6** |
| Tab 1/Insurance Coverages Offered | | | |
| Tab 2/Corporate Assets | | | |
| **Volume I, Section IV – Corporate Technical Plans, Practices, and Procedures** | **10/10** | **1** | **6** |
| Tab 1/Quality Assurance/Quality Control Program and Corporate Business Practices | | | |
| Tab 2/Laboratory Plan | | | |
| Tab 3/Safety and Health Program | | | |
| **Volume I, Section V – Utilization Of Small Business Concerns (To be completed by Large Business only).<br>Note: The offeror/large business *shall not* utilize unused pages from this section to supplement other sections.** | **25/0** | **1** | **6** |
| Tab 1/Subcontracting Plan | | | |
| Tab 2/Small Business Subcontracting Past Performance | | | |
| Tab 3/Proposed Small Business Subcontracting Opportunities | | | |
| **Maximum Number of Pages Evaluated for Volume I** | **115/90 pages** | **1** | **6** |
| | | | |
| **Volume II, Section I - Contractor Information, Certifications, and Cost** | **40/40** | **1** | **6** |
| Tab 1/ Supplies or Services and Prices/Costs (Section B) & Cost Pool Information | **2 Page Table + Cost Pool Info** | | |
| Tab 2/Sample Problem Assumptions & Cost Proposal | **10 Pages Max** | | |
| Tab 3/Representations and Certifications (Section K) | **13** | | |
| Tab 4/SF 33, Solicitation, Offer, and Award (Section A) | **1** | | |
| **Maximum Number of Pages Evaluated for Volume II** | **40/40 pages** | **1** | **6** |

**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 – Environmental Remediation 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 Section C of this solicitation. A **project** is defined as: Work performed pursuant to one specific task order of an indefinite delivery/indefinite quantity (ID/IQ) type contract at one site or multiple sites at a single installation or facility ***or*** work performed pursuant to a site-specific contract *(i.e.,*

*a non-IDIQ contract)* for one site or multiple sites within a single installation or facility. An ID/IQ type contract or the performance of work pursuant to multiple task orders of an ID/IQ type contract does not represent a "project" within this definition. If the offeror provides a specific task order as its "project", it shall provide the base contract number and the task order number for reference purposes. If the offeror provides a site-specific contract as its "project", it shall provide the contract number for reference purposes. The projects must have been **completed** within the last three (3) years. A **completed project** is defined as: Work performed under a "project" as defined above that is physically complete and has been accepted by the customer. **The Government has provided a sample Previous Experience Form as provided in Section J of this solicitation for use 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. The offeror should present projects that demonstrate its experience in project management and execution of Environmental Remediation (ER) 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 may include projects, which required similar types of cost containment insurance. 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 potential activities for the resultant contract(s) as listed in 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 four (4) key individuals. The resumes should clearly display proposed job title, education, states in which the individuals are registered, special qualifications and experience record showing title, specific duties, responsibilities and assignments and the dates these were held 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, the Contracting Officer shall approve replacement of any key personnel.** 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 Environmental Remediation. The Contractor shall designate a Program Manager to act as the primary point of contact (POC) for coordination with USACE, regulators, public interests, and the customer. 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 should 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, if appropriate.

Five (5) years experience in Program Management for other contracts/programs with a minimum of three (3) years working experience in Environmental Remediation sites.

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

(2) **Contractor Quality Control Supervisor (QCS) -** The Contractor should 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 ensure 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 should include:

A minimum of three (3) years working experience in quality control in the chemical/hazardous waste remediation as well as a minimum of three (3) years working experience in Construction Quality Control and Document Quality Control

Demonstrate 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 Environmental Remediation Sites.

(3) **Certified Industrial Hygienist -** The Contractor should designate and utilize at least one individual as the certified industrial hygienist (CIH) to develop, implement, and oversee all safety and health related aspects of Environmental Remediation work under this Contract and any individual task orders. The minimum qualifications of the CIH should include:

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 Environmental Remediation site activities.

Demonstrate 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 Contracts Manager -** The Contractor should 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 and any individual task orders. 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 should 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 contracting experience.

**3.1.2.2. Other Key Personnel –** The offeror should 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 should provide a resume(s) for the following four (4) key positions. The resumes should clearly display proposed job title, education, states in which the individuals are registered, special qualifications and experience record showing title, specific duties, responsibilities and assignments and the dates these were held 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 should be identified:

(1) **Project Manager(s)** – The Contractor should 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 Contracting Officer 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, the regulators, and the customer for the duration of the project, including monthly progress and detailed cost reporting, if applicable. The Project Manager should 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, if appropriate.

A minimum of five (5) years Project Management experience, with a minimum of three (3) years in Environmental Remediation projects.

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

(2) **Regulatory Specialist -** The Contractor should identify at least one Regulatory Specialist (RS). The RS will be responsible for all regulatory matters as specified herein and with the approved statement of work. The RS must assure that each document submitted by the Contractor is compliant with all federal, state, and local laws and regulations. The RS shall coordinate review and approval procedures for all manifests, although manifest approval may be delegated to a trained representative of the contractor in the field. The Regulatory Specialist should 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.

(3) **Site Safety and Health Officer (SSHO) -** The Contractor should 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 should 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.

(4) **Risk Assessor (RA) -** The Contractor should 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 should 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 RA holding a Ph.D. in the appropriate field should have at least three (3) years of experience performing risk assessments at Environmental Remediation sites, or a RS holding a Master of Science degree in the appropriate field should have at least five (5) years of experience performing risk assessments at Environmental Remediation sites.

Working knowledge of Federal and State Regulations and Guidance dealing with risk assessments.

**Note: Resumes of other personnel (i.e., 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 major subcontractors should be included in this organizational structure, including the analytical laboratories) for this contract 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 small business teaming arrangements, 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. However, flowcharts/organizational diagrams should show the working arrangement of the team.

## 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.**

**3.2.1.1. 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 – Environmental Remediation 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 should 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 should 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 – Famane C. Brown at the address given for proposal submission in Paragraph 1.4 of Section L or by email to Famane.C.Brown@usace.army.mil. **Submission shall be received by the proposal due date for receipt as stated in Paragraph 1.4 of this Section L. If submission is by mail, the envelope shall be marked, "Confidential Proposal Information for Solicitation DACA45-02-R-0027, DO NOT OPEN."** 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 be** counted as part of the contractor's proposal pages. These past performance evaluation forms will not be released to the offeror at any time before or after contract award, in order for USACE to solicit unbiased/candid responses and comments.

**3.2.1.2. 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 – Environmental Remediation 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 (POCs) 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 – Insurance

### 3.3.1. Volume I, Section III, Tab 1 – Insurance Coverages Offered

The offeror shall identify its proposed insurance underwriter, the offeror's past working relationship with the insurance underwriter, general information on the underwriter, and the underwriter's A.M. Best rating. The offeror shall also provide a letter written by the insurance underwriter on the insurance underwriter's letterhead stating their intent to insure the offeror, if the offeror is awarded a contract under this procurement. The offeror should provide evidence of any previous cost overrun insurance obtained for similar types of work or contracts held. The insurance underwriter should also provide any limits of insurance capacity both on a per site basis and in the aggregate. The insurance underwriter should also provide any general exclusions under the standard policies, any standard riders to the insurance policies, and any other pertinent information concerning the subsequent insurance policies.

### 3.3.2. Volume I, Section III, Tab 2 – Corporate Assets

If Corporate assets will be relied upon to finance exclusions, deductibles before insurance attachment points, and self-insured retentions (SIRs), a description of the proposed corporate assets (e.g. corporate bonds, U.S. bonds, letters of credit from federally chartered financial institutions, certified or cashier's checks, bank drafts, certificates of deposit, guarantee agreements, corporate stock of publicly held corporations, etc.) should be provided as part of the Contractor's proposal. In addition, the offeror should provide financial data to support the financial stability of the firm to meet its above referenced commitments (e.g., financial audits, Government audits, etc.).

**Note:** The Government may use other sources to ascertain the financial stability of the firm and its insurance underwriter other than the information provided in the indemnification package (e.g. 10K filings, audited annual reports of publicly held companies, Treasury Department information, etc.). This information may help the Government make its risk assessment and ultimately, its "best value" selection.

### 3.4. Volume I, Section IV – Corporate Technical Programs, Practices, and Plans

#### 3.4.1. Volume I, Section IV, 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.

#### 3.4.2. Volume I, Section IV, 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 should provide each laboratory's name and address. The offeror should also include the types of analyses each laboratory can perform, 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 should describe procedures utilized for real-time corrective actions during the sample receipt and analysis process. The offeror should also describe the laboratory data package and ability to produce a data package in an electronic format.

#### 3.4.3. Volume I, Section IV, 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 Environmental Remediation site. 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 EM 385-1-1, and provide 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 Environmental Remediation 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.

### 3.5. Volume I, Section V - Utilization of Small Business Concerns

**(THIS SECTION NEED ONLY BE COMPLETED BY LARGE BUSINESSES)**

#### 3.5.1. Volume I, Section V, TAB 1 – Subcontracting Plan)

If the offeror 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), the firm must submit a small business subcontracting plan in accordance with FAR Clause 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (Oct 2001) (see Section I). The goals established for small business, small disadvantaged business, woman-owned business, HUBZone business, Service disabled veteran-owned small business, and historically black colleges/minority institution 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: The Goals below the 61.4% Small Business Goal are subcategories of Small Business and are rolled up into that overall 61.4% Goal.***

The offeror should provide as much specific information on proposed subcontracted effort for these contracts as possible. The Small Business Subcontracting Plan shall be thorough, complete, and in accordance with AFARS Appendix DD and FAR Clause 52.219-9, as it will be incorporated into the contract upon award of the contract to the offeror, if acceptable and upon approval of the Contracting Officer. The Page Limitation for this section is 15-pages. Pages that go unused shall not be used to supplement any other part of the offeror's proposal. Pages after page number 15 of this section will not be evaluated.

**NOTE: All small business concerns as defined in the applicable FAR provisions referenced above are exempt from submitting small business subcontracting information.**

### 3.5.2. Volume I, Section V, Tab 2 - 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 – Environmental Remediation Projects paragraphs. As a minimum, the offeror shall provide past performance information on at least five (5) recently completed (defined above) contracts and no more than ten (10) 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.

### 3.5.3. Volume I, Section V, Tab 3 - Proposed Small Business 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.

## 3.6. Volume II, Section I - Contractor Information, Certifications, and Costs

This solicitation provides a Section B – Supplies or Services & Prices/Costs 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 offeror should provide its information based on realistic cost data (i.e., DCAA audited rates on direct labor rates, fringes, overhead, G&A, etc.) in format suggested below.

### 3.6.1. Volume II, Section I, Tab 1 - Supplies or Services and Cost/Prices (Section B) & Cost Pool Information

**3.6.1.1.** The offeror shall fill out in its entirety one (1) Table 1 from Section B. The rates that the offeror proposes should be those rates that have been audited and approved by the cognizant audit agency so that the offeror provides realistic cost data as stated above.

**3.6.1.2.** Overhead, General and Administrative Costs, and any other cost pools should be in accordance with the offeror's recent (i.e. within 1 year of proposal **submittal** date) audited rates, if available, or the approved forward pricing rates. If the offeror has had an audit within the last year, the offeror is instructed to provide a copy of the audit, or other supporting data provided by the Administrative Contracting Officer. If this information is provided, it is not necessary to provide the breakdown of each of the offeror's cost pools. If the offeror does not have a recent audit or had their forward pricing rates approved by a cognizant audit agency, the offeror should sufficient detail to allow the Government to examine its cost pools in order to evaluate their overhead rates, G&A markups, labor burden (fringes), and any other significant cost pools. The composition of the base on which the pool is distributed should be shown. <u>An example of a general and administrative expense rate computation is listed below and may be used as a guide</u>. 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 |
| | |
| Total G & A Expense | $ 287,700 |
| | |
| Total Direct Labor | $3,000,000 |
| Add Labor Burden @ 35% | $1,050,000 |
| Other Direct Costs | $3,000,000 |
| | |
| Total | $7,050,000 |
| | |
| 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.

| **DEFINITIONS:** | |
|---|---|
| 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 using FTR rates only. |
| Office Equipment - | Home office equipment used for contract requirements. |
| Owned Field Equipment - | Contractor owned equipment used on the job site. |
| Leased Field Equipment - | Rental Equipment used on the job site. |
| FOGM - | Fuel, oil, gas, maintenance, tires and repair of construction equipment |
| Inventory - | Disposable supplies |

| | |
|---|---|
| PPE - | Personnel Protective Equipment |
| Expendables - | 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. |

**3.6.2. Volume II, Section I, Tab 2 – Assumptions and Cost Proposal**

The Offeror should submit a detailed cost proposal for the design and construction of the sample project. The detailed cost proposal will include costs for all proposed activities for each product. This includes all professional and support effort such as project management, professional service resources and overhead costs. Even though the technical description of the Sample Project is abbreviated, the cost proposal should represent the requirements for the full work effort. This estimate shall be limited to ten (10) pages. Direct costs should be detailed by labor, equipment, and material, and should include subcontractor markups, when applicable. All assumptions, quotations, and documentation will be noted in the estimates. Indirect cost categories such as prime contractor's home office and field office overheads, profit should be identified, and appropriate costs included for each in the estimate. *Bonding Costs will not be required for this sample project.* ***Cost Containment Insurance will be required for the Contract and the cost is $600,000.00 and will be added to the total cost of the project.*** Both design and construction contingencies will be included in the estimate. Other cost categories such as cost escalation, supervision, and administration, engineering during construction, as-builts, and Government laboratory Quality Assurance will also be included in the estimate, as appropriate, to form a total project cost for the remedial action. The Wage Determinations (Service Contract Act and Davis-Bacon) to be used in developing the Sample Project Cost Proposal can be found in this Section J of this RFP. These wage rates are provided only as an example of typical wage rates, so that all Offerors utilize the same wage determination in the development of their sample problem.

The Offeror should also provide a brief narrative describing the impacts on home office, field office, and relocation costs based on the premise that this sample project represents the second Task Order issued under the contract and other task orders are underway. The narrative should also discuss how these impacts can be minimized and the projects can be accomplished concurrently.

The Offeror should also provide a complete breakdown and explanation of how their Fee is calculated. The offeror should clearly describe why the Fee 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. Volume II, Section I, Tab 3 - 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.

**3.6.4. Volume II, Section I, Tab 4 - 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. Any amendments that are issued shall be acknowledged by the offeror on the SF33.

(End of Section L)

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## Section M – Evaluation Factors For Award

***52.217-5 – Evaluation of Options (Jul 1990)***

Except when it is determined in accordance with FAR Part 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.

### 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 result from this source selection will be up to four (4) awards to a maximum of four (4) offerors, up to two (2) contracts will be awarded on the basis of full-and-open competition and up to two (2) contracts will be set-aside for small business. The principal objective of the evaluation process is to make award of up to four (4) Indefinite Delivery/Indefinite Quantity contracts to the responsible offerors whose proposals are determined to be the "best value" to the Government, price and other factors considered. Should the Government, using trade-off selection guidance procedures as described in AMC Pamphlet 715-3, determine that the award of any or all of the contracts is not in the best interest of the Government, the contract award(s) 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 strengths and weaknesses, as well as any defects and risks to performance execution, contained within the proposal will be documented for development of subjects for discussion and debriefings and 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. If a critical defect is found, the procedures as found in Paragraph 3 of this SSP will be followed. ***A "Critical Defect" is defined as a defect that cannot be remedied without a substantial revision or rewrite of the proposal.***

The SSEB will rate each proposal, evaluating each factor and subfactor identified 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 by the SSEB using a sample problem and Table 1 in Section B of the solicitation. 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 for the purpose of determining the cost reasonableness, projected affordability of the contractor over the life of the contract, acceptability of costs, allowability of costs, cost realism, and overall best value of the proposals. It will also assist in assuring that offerors have a clear understanding of the work requirements as stated in the sample project in Section J of this solicitation. Fringe benefits, G&A and overhead rates will be evaluated to determine the reasonableness, application, allocability and allowability of the content of the pool making up the overhead, G&A, and Fringe Benefits. If the offeror provides documentation from DCAA or other information from the Administrative Contracting Officer supporting their cost information, the rates will not be evaluated further. A DCAA audit will be sufficient for the assessment of reasonableness, application, allocablility, and allowability of the cost pools. The cost evaluation information and the consensus of the ratings of each proposal will be provided to the SSA.

**3.2. Clarifications** - ***Clarification -*** is defined as limited exchanges, between the Government and offerors, that may occur when award without discussions is contemplated. If award is to be made without discussions, offerors may be given the opportunity to clarify certain aspects of proposals or to resolve minor or clerical errors. When clarifications are needed, communication with a offeror will be handled through the Contracting Officer. Clarifications do not provide the offeror an opportunity to revise or modify its proposal, except for correction of apparent clerical mistakes that would ultimately result in a revision.

**3.3. SSA Evaluation** - The SSA will make the final Source Selection decision based on the information provided from the SSEB and the evaluation process, in addition to an independent comparative analysis, and issue a Source Selection Decision Document (SSDD) supporting the selection.

**3.4. Communications -** Communications may take place with offerors before the establishment of a competitive range. Communications are exchanges, between the Government and offerors, after receipt of proposals, leading to establishment of the competitive range. Communications may only be held with offerors whose past performance information is the determining factor preventing them from being placed within the competitive range. Such communications, if required, shall address adverse past performance information to which an offeror has not had a prior opportunity to respond and may only be held with those offerors whose exclusion from, or inclusion in, the competitive range is uncertain. Communications may be conducted to enhance Government understanding of proposals; allow reasonable interpretation of the proposal; or facilitate the Government's evaluation process. Such communications shall not be used to cure proposal deficiencies or material omissions, materially alter the technical or cost elements of the proposal, and/or otherwise revise the proposal. Such communications may be considered in rating proposals for the purpose of establishing the competitive range. Communications shall not provide an opportunity for the offeror to revise its proposal, but may address ambiguities in the proposal or other concerns such as perceived deficiencies, weaknesses, errors, omissions, or mistakes, and information relating to relevant past performance.

**3.5. Competitive Range -** A "Competitive Range" is a subjective determination of the most highly rated proposals. The SSA will attempt to include in the Competitive Range only those offeror's which have the best chance of being considered for award. The Government may limit the number of offerors in the competitive range for efficiency reasons (FAR Part 15.306(c)(2)). The Government may choose to award without discussions. If award is made without discussions, a competitive range will not be established.

**3.6. Discussions –** Exchanges with offerors, between the Government and offerors that are undertaken with the intent of allowing the offeror to revise its proposal. These exchanges with offerors take place after the establishment of the competitive range and are called discussions. The objective of

discussions is to maximize the Government's ability to obtain best value, based on the requirement and the evaluation factors set forth in the solicitation.

**4. Proposal Evaluation Ratings and Importance of Factors/Subfactors -**

As established in Sections L and M of the solicitation, the following factors and subfactors will form the basis of proposal evaluation. The Government will make award to the responsible offeror(s) whose offer conforms to the solicitation and represents the best value to the Government, cost or price and technical/business factors listed below considered. For this solicitation, the factors other than cost or price are significantly more important then cost or price. As proposals become more equal in their technical/business/past performance ratings, the evaluated cost or price becomes more important. 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. **Note again: all evaluation factors, other than cost or price, when combined, are significantly more important than cost or price.**

Volume I, Section I - Previous Experience, Personnel, and Organization is the highest weighted factor in this procurement, and is significantly more important than cost/price, although cost/price will also be important in the evaluation process. Within this factor there are three subfactors: previous experience, resumes of key personnel, and organizational structure of the proposed team. Previous experience is of greater importance than the other two subfactors. Key personnel is of greater importance than the organizational structure of the proposed team, but less important than previous experience. The organizational structure of the proposed team is the least important of the three subfactors.

Volume I, Section II – Past Performance is the second highest weighted factor that is more important than Volume I, Section III – Insurance but less important than Volume I, Section I – Previous Experience, Personnel, and Organization, and is significantly more important than cost/price. Within this factor there are two subfactors: past performance project narrative and past performance with regulators. Past performance project narrative is of greater importance than past performance with regulators.

Volume I, Section III – Insurance is the third highest weighted factor that is of equal importance as Volume I, Section IV – Corporate Technical Programs, Practices, and Plans, but of less importance than Volume I, Section II – Past Performance. Within this factor there are two subfactors: insurance coverages offered and corporate assets. Insurance coverages offered is of greater importance than corporate assets.

Volume I, Section IV – Corporate Technical Programs, Practices, and Plans is of equal importance to the third highest weighted factor, Volume I, Section III – Insurance, but of greater importance than Volume I, Section V – Utilization of Small Business Concerns. Within this factor there are three subfactors: Quality Control/Quality Assurance Program & Corporate Business Practices, Laboratory Plan, and Safety and Health Program. Quality Control/Quality Assurance & Corporate Business Practices is of higher importance than the Laboratory Plan and Safety and Health Program, which are of equal importance.

Volume I, Section V – Utilization of Small Business Concerns is the least weighted of all the technical/business/past performance factors. Within this factor there are three subfactors: Subcontracting Plan, Small Business Subcontracting Past Performance, and Proposed Small Business Subcontracting Opportunities. The Subcontracting Plan is of equal importance to the Small Business Subcontracting Past Performance, but of more importance than Proposed Small Business Subcontracting Opportunities.

The factors and subfactors are listed below in the table – in descending order of importance –

except for those equalities stated above:

| VOLUME I – EVALUATION FACTORS AND SUBFACTORS |
|---|
| **Volume I, Section I: Previous Experience, Personnel, and Organization**<br>• Tab 1/Previous Experience – Environmental Remediation Projects<br>• Tab 2/Resumes of Key Personnel for this Contract<br>• Tab 3/Organizational Structure of the Proposed Team |
| **Volume I, Section II: Past Performance**<br>• Tab 1/Past Performance Project Narrative With Points of Contact<br>• Tab 2/Past Performance with Regulators Including Points of Contact |
| **Volume I, Section III: Insurance**<br>• Tab 1/Insurance Coverages Offered<br>• Tab 2/Corporate Assets |
| **Volume I, Section IV: Corporate Technical Programs, Practices, and Plans**<br>• Tab 1/Quality Control/Quality Assurance Program & Corporate Business Practices<br>• Tab 2/Laboratory Plan<br>• Tab 3/Safety and Health Program |
| **Volume I, Section V: Utilization of Small Business Concerns (To Be Completed By Large Business Only)**<br>• Tab 1/Subcontracting Plan<br>• Tab 2/Small Business Subcontracting Past Performance<br>• Tab 3/Proposed Small Business Subcontracting Opportunities<br>**Note:** The Maximum Number of Pages for Section V:<br>• Large Business – 25 Pages<br>• Small Business – 0 Pages (Small Business is not required to submit information for this section)<br>NOTE: **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 will not be evaluated by the SSEB.** |
| **VOLUME II – COST EVALUATION FACTOR AND SUBFACTORS** |
| **Volume II, Section I: Contractor Information, Certifications and Costs**<br>• Tab 1/Supplies or Services and Prices/Costs (Section B) & Cost Pool Information. This section will be subjectively evaluated.<br>• Tab 2/Sample Problem Assumptions and Cost Proposal. This section will be subjectively evaluated.<br>• Tab 3/Representations and Certifications (Section K). This section will not be evaluated other than looked at for completion.<br>• Tab 4/SF 33, Solicitation, Offer, and Award (Section A). This section will not be evaluated other than looked at for completion. |
| |

**4.1.** Technical/Business merit shall be evaluated for each major factor and subfactor contained in Volume I, except for the Past Performance evaluations as found in Volume I, Section II – Past Performance, Volume I, Section III – Insurance, and Volume I, Section V, Tab 2, Small Business Subcontracting Past Performance. Technical/Business 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 V, Tab 2, 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 (e.g., unknown risk) for these factors.

**(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 or lack thereof, 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.** Insurance Risk Ratings shall be done for done for Volume I, Section III – Insurance and each subfactor under this major factor. Insurance Risk Ratings assess the risks associated with each offeror's likelihood of obtaining the required cost containment insurance that carry more favorable terms for the Government. The ratings also will assess the risk of the offeror's maintaining its financial stability over the life of the contract. The rating criteria are as follows:

**(i)** Low Risk: The offeror's insurance terms are favorable to the Government. The offeror has a good record of showing financial stability and there is no evidence that shows its stability weakening over the life of the contract.

**(ii)** Moderate Risk: The offeror's insurance terms are acceptable to the Government, but the Government sees little benefit from the terms presented by the offeror. The offeror is currently financially stable, and there is no evidence that the stability will increase or decrease over the life of the contract.

**(iii)** High Risk: The offeror's insurance terms are not acceptable to the Government and would cause the Government to take on additional risk associated with work being performed under this contract. The offeror's financial stability is weak and questionable as to whether it will strengthen over the life of the contract.

**4.4.** 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.***

**4.5.** Overall, evaluators shall assess the proposal's acceptability to the requirements of the RFP. If a technical/business factor/subfactor is not addressed, it shall be rated as unsatisfactory. If a past performance factor/sub factor is not addressed, it shall be rated as very high risk. If an insurance factor/sub factor is not addressed, it shall be rated as high risk. Should the proposal contain a critical defect, the proposal shall be handled as accordance with Paragraph 3.1.

**4.6.** SSEB members and the SSA may use personal knowledge or information from other sources in its evaluation of an offeror's past performance **only**, provided such information is consistent with the established evaluation criteria of the RFP.

## 5. Factor and SubFactor 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 RFP and 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 – Environmental Remediation Projects

The contractor's previous experience will be examined for breadth and depth of work performed on a "project" **as defined in Section L Paragraph 3.1.1**. The Government places value on demonstrated remedial action field activities experience, engineering support services 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 or small business team, joint venture, or consortium involving two or more small businesses 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. The Government places higher value on projects, which required cost containment insurance similar to the insurance required under this RFP. Finally, the Government places a higher value on projects, which were completed on time, within budget, and met 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 will place higher value on those personnel that have proven their expertise in their field by successful completion of the projects provided under Volume I, Section I, Tab 1 – Previous Experience. The Government places higher value on successful project management of projects that required attainment of performance-based milestones and management of projects with cost containment insurance. Finally, 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, excellent communication networks, and identifies how safety throughout the organization will be addressed. 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 target areas covered in the requirements of this proposal including records of conforming to contract specifications, standards of workmanship, adherence to contract schedules, customer service and commitment to customer satisfaction, and the firm's professional relationship with the customer and other stakeholders. 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: Insurance

#### 5.3.1. Volume I, Section III, Tab 1 – Insurance Coverages Offered

The Government will evaluate this portion of the proposal based on the requirements set forth in Section L. The Government places a higher value on offerors that have an insurance underwriter that has expressed willingness to work with the offeror to provide the types of Remedial Cost Containment insurance coverage(s) required in this solicitation. The Government places a higher value on offerors that have had previous cost containment insurance coverage on similar types of fixed-price contracts/projects that can be expected under these contracts. The Government also places higher value on specific information describing the proposed cost containment insurance along with detailed information that supports more favorable terms for the Government.

#### 5.3.2. Volume I, Section III, Tab 2 – Corporate Assets

The Government will evaluate this portion of the proposal based on the requirements set forth in Section L. In addition, the Government places a higher value on offerors that provide a detailed description of those corporate assets that will be used to finance any exclusions, deductibles before attachment points and self-insured retentions. The Government also places a higher value on offerors that are financially stable to support such potential costs. The Government also places a higher value on offerors that provide sources of proof of financial stability (i.e. e.g. 10K filings, audited annual reports of publicly held companies, Treasury Department information, etc.) within their proposal.

### 5.4. Volume I, Section IV: Corporate Technical Programs, Practices, and Plans

#### 5.4.1. Volume I, Section IV, 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 and how they have been used on previous projects.

#### 5.4.2. Volume I, Section IV, 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 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.

#### 5.4.3. Volume I, Section IV, 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 lower value on projects with accidents. Conversely, the Government places a higher value on programs without any major accidents in 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.

### 5.5. Volume I, Section V – Utilization of Small Business Concerns (Only Large Business will be evaluated on this Section – Small Business Receives Highest Rating)

#### 5.5.1. Volume I Section V, Tab 1 – Subcontracting Plan

The Government will evaluate the offeror's Subcontracting Plan in accordance with AFARS Appendix DD - Subcontracting Plan Evaluation Guide - dated 01 June 1996 and shall be verified that it contains the information necessary under FAR Clause 52.219-9. The Government will not award a contract to a large business without an approved subcontracting plan.

#### 5.5.2. Volume I, Section V, Tab 2 – 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), hubzone business (HUBZone), 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 and has been well documented through use of DD 294s and SBA correspondence. 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.

#### 5.5.3. Volume I Section V, Tab 3 – Proposed Small Business 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), hubzone business (HUBZone), historically black colleges and universities and minority institutions (HBCU/MI), and service-disabled veteran-owned small business (SDVOSB).

### 5.6. Volume II, Section I – Contractor Information, Certifications, and Costs

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 for the purpose of determining the cost reasonableness, projected affordability of the contractor over the life of the contract, acceptability of costs, allowability of costs, cost realism, and overall best value of the proposals. It will also assist in assuring that offerors have a clear understanding of the work requirements as stated in the sample project in Section J of this solicitation.

#### 5.6.1. Volume II, Section I, Tab 1 - 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 to determine the overall best value to the Government. The offeror shall provide its most recent (within one year from proposal submittal date) 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.

#### 5.6.2. Volume II, Section I, Tab 2 – Sample Problem Assumptions & Cost Proposal

The offeror shall provide assumptions and a cost proposal for the sample project, which is limited to ten (10) pages in length. The Government will evaluate these assumptions subjectively for their reasonableness and validity for the sample project proposed. The Government will also subjectively evaluate the cost proposal to determine its reasonableness for the scope of work specified in the sample project. The Government will evaluate this tab based on how well it has complied with the requirements specified in Section L of this Solicitation.

#### 5.6.3. Volume II, Section I, Tab 3 - 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.

#### 5.6.4. Volume II, Section I, Tab 4 - SF33, Solicitation, Offer, and Award (Section A)

Although 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.

## 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. **Note: all evaluation factors, other than cost or price, when combined, are significantly more important than cost or price.**

## 7. Proposal Revisions

Exchanges (clarifications, communications, and discussions) with offerors after receipt of proposal shall be conducted in accordance with FAR Part 15.306, if necessary. 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. Award of Contract

**8.1.** After the SSA's selection and contract award, the Contracting Officer may contact the selected offeror(s), advising them to submit Contract Management Procedures (CMP's) for formalization, if deemed necessary. If, during the formalization of the CMP's, final agreement cannot be reached with a selected firm, the contract may be terminated for convenience by the Government. If this situation occurs, the Omaha District may proceed through the award process with the next offeror determined, by the SSA, to be the most advantageous to the Government, price and other factors considered.

**8.2.** Based on the selection of the SSA, the Government may award up to four (4) contracts, not to exceed a total amount of $250 Million using Multiple Award Contract procedures as found in FAR Subpart 16.504, resulting from this solicitation to the responsible offerors whose offer conforms to the solicitation 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 three (3) years with one option period of two (2) years.

**8.3.** The Government may reject any or all offers if such action is determined to be in the best interest of the Government.

## 9. Debriefing

**9.1.** The debriefing of all offerors, successful or unsuccessful, will be conducted in accordance with FAR Part 15.505 – Pre-award Debriefing of Offerors or FAR Part 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.**

**9.1.1.** In accordance with FAR Part 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.

**9.1.2.** The Contracting Officer will chair debriefings with individuals that performed the evaluations providing support. At a minimum, the pre-award debriefing information shall include:

**9.1.2.1.** The agency's evaluation of significant elements of the offeror's proposal;

**9.1.2.2.** A summary of the rationale for eliminating the offeror from the competition;

**9.1.2.3.** 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.

**9.1.3.** The pre-award debriefings shall not disclose:

**9.1.3.1.** The number of offerors;

**9.1.3.2.** The identity of other offerors;

**9.1.3.3.** The content of other offerors proposals;

**9.1.3.4.** The ranking of other offerors;

**9.1.3.5.** The evaluation of other offerors;

**9.1.3.6.** Any of the information prohibited in FAR Part 15.506(e).

**9.2.** In accordance with FAR Part 15.506 – Post-award Debriefing of Offerors - Offerors, upon written request received by the contracting officer within three days after receipt of notification of contract award, shall be debriefed and furnished the basis for the selection decision and contract award.

**9.3.** The Contracting Officer will chair debriefings with individuals that performed the evaluations providing support. At a minimum, the debriefing information shall include:

**9.3.1.** The Government's evaluation of the significant weaknesses or deficiencies in the offeror's proposal, if applicable;

**9.3.2.** The overall evaluated cost or price and technical rating, if applicable of the debriefed offeror, and past performance information on the debriefed offeror;

**9.3.3.** The overall ranking of all offerors when any ranking was developed by the agency during the source selection;

**9.3.4.** A summary of the rationale for award;

**9.3.5.** Reasonable responses to relevant questions about whether source selection procedures contained in the solicitation, applicable regulations, and other applicable authorities were followed.

**9.4.** The debriefings shall not;

**9.4.1.** Allow a point-by-point comparison of the debriefed offeror's proposal with those of other offerors

**9.4.2**. Reveal any information prohibited from disclosure or exempt from release under the Freedom of Information Act to include:

**9.4.2.1.** Trade Secrets

**9.4.2.2.** Privileged or Confidential manufacturing processes or techniques;

**9.4.2.3.** Commercial and financial information that is privileged or confidential, including cost breakdowns, profit, indirect cost rates, and similar information;

**9.4.2.4.** The names of individuals providing reference information about an offeror's past performance.

**9.5.** 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)