

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. 0003	3. EFFECTIVE DATE 18 MARCH 2003	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. ARMY CORPS OF ENGINEERS, OMAHA DISTRICT Attn: CENWO-CT 106 SOUTH 15TH STREET, ROOM 303 OMAHA NE 68102-1618	CODE	7. ADMINISTERED BY (If other than Item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)			(√)	9A. AMENDMENT OF SOLICITATION NO. DACA45-03-R-0009
			×	9B. DATED (SEE ITEM 11) 28 JANUARY 2003
				10A. MODIFICATION OF CONTRACTS/ORDER NO.
				10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

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

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

A. PROPOSAL CLOSING DATE IS HEREBY EXTENDED TO 4 APRIL 2003, 3:30 P.M., LOCAL TIME.

B. Subject solicitation for Environmental Remediation Services (ERS) is hereby amended as follows:

1. Sections B, J (Atch 2), and L are hereby deleted in their entirety and replaced with the attached revised Sections B, J (Atch 2), and L. Changes per this Amendment 3 are highlighted in blue.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

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

Section B - Supplies or Services & Prices/Costs

1. Contract Definition.

Contract awarded under this solicitation will be an Indefinite Delivery/Indefinite Quantity (IDIQ) contract for Environmental Remediation Services under NAICS Code 562910, in support of the US Army Corps of Engineers (USACE). The contract will have the capability to support work in the military geographical boundaries of the Northwestern, South Pacific, and Pacific Ocean Divisions and all other existing Omaha District customers. See map for Contract Regions, Section J, Attachment 1. The contract awarded will include cost reimbursable and firm-fixed price task orders, where appropriate, for a wide range of environmental services at various known or suspected Hazardous, Toxic, and Radioactive Waste (HTRW) sites.

2. Total Amount of Contract.

The total amount of the contract awarded under this solicitation shall not exceed \$30,000,000. There is no limit of the number of Task Orders or their dollar value that may be executed against this contract. All Task Orders issued shall not exceed the total contract amount.

3. Minimum Contract Amount.

Contract awarded under this solicitation shall have a minimum amount of \$500,000. The minimum may be met with the obligation of a task order(s) meeting or exceeding the minimum amount at the time of contract award.

4. Performance Time.

The contract will have a performance period of FIVE years or until the \$30,000,000 contract limit is reached, whichever occurs first. Periods will be as follows:

- Year 1 - Contract Award thru 30 September 2004
- Year 2 - 1 October 2004 thru 30 September 2005
- Year 3 - 1 October 2005 thru 30 September 2006
- Year 4 - 1 October 2006 thru 30 September 2007
- Year 5 - 1 October 2007 thru *

*Total years Not to Exceed FIVE years from Date of Contract Award.

5. Pricing

5.1. Firm Fixed Price Task Orders.

Firm Fixed Price task orders will be for services performed at prices expressly provided for therein and based on Section B. ~~Firm Fixed Price task orders may be subject to audit at the discretion of the applicable Contracting Officer.~~ Profit will be negotiated on individual task orders issued. The amount to be paid to the contractor for each firm fixed price Task Order shall be based on the hourly rate for labor disciplines shown in Table 5.1.1 and the markups rates as indicated in Paragraph 5.1.3 for other direct costs, ~~Paragraph 5.1.3, as shown below.~~

If a discipline is not listed in the tables and is needed for a specific task order, that labor rate will be negotiated with the offeror before award of the specific task order. All total hourly rates indicated in

Table 5.1.1 of this Section B shall include Overhead, General/Administrative and any Labor Burden (Fringes), FCCOM, or other costs and shall be exclusive of any Fee/Profit.

~~The offeror shall fill out only one Table 5.1.1- indicating one loaded rate (excluding profit) for each listed discipline. In the event there are multiple personnel (prime/subcontractor) for a single discipline, a blended rate may be incorporated. It 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)" after the title of the subcontracted personnel. For example, Engineering Technician (SUB). 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.~~

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 that have been provided in this RFP. Those rates provided are the maximum that will be paid by the Government for any replacement personnel.

5.1.1 HOURLY LABOR RATES (FIRM FIXED PRICE):

ITEM	DISCIPLINE	BASE	**EST	FULLY	TOTAL										
		HOURLY	ANNUAL	LOADED											
		RATE	HOURS	Year 1	Year 1	Year 2	Year 2	Year 3	Year 3	Year 4	Year 4	Year 5	Year 5		
000101	Program Manager		54												
000102	Project Manager		1620												
000103	Engineer I		540												
000104	Engineer II		2160												
000105	Engineer III		270												
000106	Scientist I		540												
000107	Scientist II		2300												
000108	Scientist III		176												
000109	Site Safety and Health Officer		450												
000110	Regulatory Specialist		162												
000111	Quality Control Supervisor		216												
000112	Site Superintendent/On-Site Supervisor		675												
000113	Certified Health Physicist		75												
000114	Risk Assessor/Toxicologist		270												
000115	Certified Ind. Hygienist		162												
000116	Estimator		108												
000117	Hazardous Waste Spec.		86												
000118	Engineering Technician		810												
000120	CADD Operator		486												
000121	Word Processor		216												
002122	Clerical		162												
000123	Data Processor		495												
000125	Specification Writer		74												
000126	Community Relation Spec.		450												
000127	Environ Legal Counsel		135												
000128	Senior Contracts Manager		216												

5.1.2. Not Used Rates/Markups (Included in the Hourly Labor Rates Shown in Table 5.1.1 shown above):

	Year 1	Year 2	Year 3	Year 4	Year 5
Overhead Rate:	_____%	_____%	_____%	_____%	_____%
G&A Rate:	_____%	_____%	_____%	_____%	_____%
FCCOM (if applicable)	_____%	_____%	_____%	_____%	_____%
Annual Escalation:	_____%	_____%	_____%	_____%	_____%

5.1.3. The following items shall be paid at negotiated cost, plus markups identified below:

- 5.1.3.1.** Specialized equipment and/or material. _____%
- 5.1.3.2.** Rental equipment. _____%
- 5.1.3.3.** In-house copying/reproduction/copying service. _____%
- 5.1.3.4.** Other Direct Costs including, but not limited to, long distance telephone, shipping, mailing, computer usage, and miscellaneous supplies/items. _____%
- 5.1.3.5.** Subcontract effort. _____%
- 5.1.3.6.** Travel. _____%

5.2. Cost Reimbursement:

Cost Reimbursement type task orders will be for allowable incurred costs for best effort on the part of the contractor. For Cost Reimbursement type task orders, the contractor will use DCAA approved forward pricing rates or Certified Public Accountant (CPA) statement that the established audited financial statements establishing cost pools are in accordance with FAR Part 31 for Year 1 for Overhead, G&A, and other indirect costs. In addition, if a CPA firm is used, they will certify that the offeror's accounting system is in compliance with Generally Accepted Accounting Principles (GAAP). Finally, the contractor will provide a cap for Overhead, G&A and other indirect cost for Years 1, 2 and 3, which will be incorporated into a Contract Management Procedure as shown below. The contractor will submit a new Federal/State DCAA audit to establish new Forward Pricing Rates and New Caps for Years 4 and 5. The contractor shall also demonstrate an ability to support cost reimbursement task orders (i.e., an acceptable cost tracking system and adequate purchasing system.) The Government reserves the right to request a DCAA Audit prior to contract award.

Year 1, 2, and 3 Caps.

Home Office Overhead

- Total overhead components (fringes, benefits, overhead, and G&A) will be capped at _____% of [] total cost or [] direct labor costs. (Check appropriate box).
- A ceiling for G&A for Other Direct Costs (ODCs) is _____%. This includes all other markups other than Facilities Capital Cost of Money (FCCOM).

Field Office Overhead (if applicable).

- Total overhead components (fringes, benefits, overhead, and G&A) will be capped at _____% of [] total cost or [] direct labor costs. (Check appropriate box).
- A ceiling for G&A for Other Direct Costs (ODCs) is _____%. This includes all other markups other than Facilities Capital Cost of Money (FCCOM).

6. Department of Labor Wage Rates. Applicable Department of Labor Wage Rates and Statement of Equivalent Rates for Federal Hire will be included in individual task orders.

7. 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.

SAMPLE PROJECT SCOPE OF WORK

1. Introduction.

1.1. General. This sample project is meant to generate a typical task 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. Cost Plus Fixed Fee. The Contractor shall assume that a cost plus fixed fee task 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 Iowa, in a rural setting 20 miles east of Sioux City.

3. Site History.

3.1. The site of concern is comprised of a single area that is contaminated with pesticides.

3.2. This problem focuses on the contaminated soil area. The selected remedy is a cap, 500 ft long by 250 ft wide. The cap consists of a 6 inch leveling layer, a 24 inch compacted clay layer, 40 mil HDPE liner, and 24-inch soil cover. Assume a borrow area is available on-site for excavation and use for all of the cap's soil layers, approximately 1 mile haul distance for all materials. Assume no additional site grading or seeding is required. Site soils are a silt/silty clay mix.

3.3. Assume the selected remedy has been approved by all regulatory parties.

3.4. Assume any utilities required are located on site and will be provided by the Government to the contractor at no cost to the contractor, unless stated otherwise.

4. Cost Proposal.

4.1. 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. The cost estimate should utilize an industry approved software package capable of providing sufficient information to adequately and accurately capture the projected project costs. Direct costs should be detailed by labor, equipment, and material, and should include subcontractor markups, when applicable. All assumptions, quotations, and documentation will be noted in the estimates. Indirect cost categories such as prime contractor's home office and field office overheads, and profit should be identified, and appropriate costs included for each in the estimate. 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 Section J of this RFP [and are the minimum rates the offer can pay. This in no way precludes the offeror from paying higher hourly](#)

~~rate for any given discipline. 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.~~

4.2. 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 could be minimized and the projects can be accomplished concurrently. The sample project cost proposal summary shall be submitted in the same format as indicated in Table J-1 of this attachment and included in Volume II, Tab 5.

TABLE J-1

WBS No.	Task Description	Total Hours	Direct Labor Cost	Labor Burdens	Total Labor Cost	Equip.	Materials	Sub-Contr.	Other Direct Cost	Travel	G&A %	G&A on Non Labor Items	Total Cost
1	Work Plan												
2	Mobilize & Demobilize												
3	Leveling Layer												
4	Clay Layer												
5	HDPE Liner												
6	Soil Cover												
7	Reports												
8	Project Management												
	Subtotals Excluding Profit												
												Profit	
												Grand Total	

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.

52.215-1 – Instructions to Offerors -- Competitive Acquisition (May 2001)

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

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

"In writing, writing, or written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

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

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

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

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

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages

(i) addressed to the office specified in the solicitation, and

(ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

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

(i) The solicitation number;

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

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

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

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

(3) Submission, modification, revision, and withdrawal of proposals.

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

(ii)

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

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

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

(3) It is the only proposal received.

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

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

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

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

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

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

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

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

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

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

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

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of -- or in connection with -- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

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

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

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

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

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

(6) The Government will award only a single contract resulting from this solicitation.

(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 post-award 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.

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

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in subparagraph 31.205-10(a)(2) of the Federal Acquisition Regulation are met. One of the allowability criteria requires the prospective contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

52.215-20 – Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (Oct 1997) (Alternate 1)

(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 submit cost or pricing data in supporting attachments in accordance with Section L Instructions.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

52.216-1 – Type of Contract (Apr 1984)

The Government contemplates award of one (1) Indefinite Delivery/Indefinite Quantity contract for Environmental Remediation Services under NAICS Code 562910. The contract resulting from this solicitation will include both the cost reimbursable and firm fixed price features.

52.219-14- Limitations on Subcontracting (Dec 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a non-manufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

52.222-24 – Preaward On-Site Equal Opportunity Compliance Evaluation (Feb 1999)

52.222-46 – Evaluation of Compensation for Professional Employees (Feb 1993)

252.227-7016 – Rights in Bid or Proposal Information (JUN 1995)

(a) Definitions.

(1) For contracts that require the delivery of technical data, the terms "technical data" and "computer software" are defined in the Rights in Technical Data -- Noncommercial Item clause of this contract or, if this is a contract awarded under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software -- Small Business Innovative Research (SBIR) Program clause of this contract.

(2) For contracts that do not require the delivery of technical data, the term "computer software" is defined in the Rights in Noncommercial Computer and Noncommercial Computer Software Documentation clause of this contract or, if this is a contract awarded under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software -- Small Business Innovative Research (SBIR) Program clause of this contract.

(b) Government rights prior to contract award. By submission of its offer, the Offeror agrees that the Government --

(1) May reproduce the bid or proposal, or any portions thereof, to the extent necessary to evaluate the offer.

(2) Except as provided in paragraph (d) of this clause, shall use information contained in the bid or proposal only for evaluational purposes and shall not disclose, directly or indirectly, such information to any person including potential evaluators, unless that person has been authorized by the head of the agency, his or her designee, or the Contracting Officer to receive such information.

(c) Government rights subsequent to contract award. The Contractor agrees --

(1) Except as provided in paragraphs (c)(2), (d), and (e) of this clause, the Government shall have the rights to use, modify, reproduce, release, perform, display, or disclose information contained in the Contractor's bid or proposal within the Government. The Government shall not release, perform, display, or disclose such information outside the Government without the Contractor's written permission.

(2) The Government's right to use, modify, reproduce, release, perform, display, or disclose information that is technical data or computer software required to be delivered under this contract are determined by the Rights in Technical Data -- Noncommercial Items, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation, or Rights in Noncommercial Technical Data and Computer Software -- Small Business Innovative Research (SBIR) Program clause(s) of this contract.

(d) Government-furnished information. The Government's rights with respect to technical data or computer software contained in the Contractor's bid or proposal that were provided to the Contractor by the Government are subject only to restrictions on use, modification, reproduction, release, performance, display, or disclosure, if any, imposed by the developer or licensor of such data or software.

(e) Information available without restrictions. The Government's rights to use, modify, reproduce, release, perform, display, or, disclose information contained in a bid or proposal, including technical data or computer software, and to permit others to do so, shall not be restricted in any manner if such information has been released or disclosed to the Government or to other persons without restrictions other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the information to another party or the sale or transfer of some or all of a business entity or its assets to another party.

(f) Flowdown. The Contractor shall include this clause in all subcontracts or similar contractual instruments and require its subcontractors or suppliers to do so without alteration, except to identify the parties.

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

52.233-2 – Service of Protest (Aug. 1996)

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

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

52.237-10 – Identification of Uncompensated Overtime (Oct 1997)

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

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

<http://web2.deskbook.osd.mil/default.asp>
<http://farsite.hill.af.mil>

JOINT VENTURES (JVs) AND LIMITED LIABILITY CORPORATIONS (LLCs). Joint Ventures and Limited Liability Corporations shall submit the following additional documentation regarding their business entities:

(a) A certified copy of their Joint Venture/Limited Liability Corporation agreement.

(b) A detailed statement outlining the following terms of percentages, where appropriate:

(1) The relationship of the joint venture parties in terms of business ownership, capital contribution, and profit distribution or loss sharing.

(2) The management approach of the joint venture in terms of who will conduct, direct, supervise and control the project and have custody and control of the assets of the joint venture and perform the duties necessary to complete the work.

(3) The structure of the joint venture and decision-making responsibilities of the JV/LLC parties/members in terms of who will control the manner and method of performance of the work.

(4) The bonding responsibilities of the JV/LLC parties/members.

(5) Identify the key personnel having authority to legally bind the JV/LLC to subcontracts and state who will provide or contract for the labor and materials for the JV/LLC.

(6) Who will maintain the JV/LLC bank accounts for the payment of all expenses and the deposits of all receipts, keep the books and records, and pay applicable taxes for the JV/LLC.

(7) Who will furnish the facilities, such as office supplies and telephone service?

(8) Who has overall control of the JV/LLC?

Other section of the proposal shall identify, where appropriate, whether key personnel are employees of the individual JV/LLC parties/members and identify the party/member, or hired as employees of the JV/LLC.

If one of the JV/LLC parties/members possesses experience and/or past performance as a federal government contractor or as a Corps of Engineers contractor, that experience and/or past performance will be included as the experience and/or past performance of the JV/LLC.

If JV/LLC documentation is applicable, file with Volume II, Tab 2 (Representations, Certifications and Other Statements of Offerors).

1. Proposal Information -

There are no drawings associated with this Request for Proposal. Copies of the solicitation are available by **INTERNET ACCESS ONLY**. All solicitation documents will be posted to the Omaha District's Advertised Solicitation website. The **website address is:**

<http://ebs-nwo.usace.army.mil>

All amendments will be posted to this website. It shall be the contractor's responsibility to check the website for any amendments. The offeror shall submit in the proposal all requested information specified in this section of the Request for Proposal (RFP) solicitation. There will be no public opening of the proposals received as a result of this solicitation.

1.1. Contractual And Technical Points Of Contact -

Contractual:

Ellen Baumert

Mailing Address:

U.S. Army Corps of Engineers, Omaha District

Attn: CENWO-CT (Baumert)

106 South 15th Street, 3rd Floor

Omaha, NE 68102-1618

Phone: (402) 221-3189

Fax: (402) 221-4199

E-mail: ellen.c.baumert@usace.army.mil

Technical:

Bob Zaruba

Mailing Address:

U.S. Army Corps of Engineers, Omaha District

Attn: CENWO-PM-HB (Zaruba)

106 South 15th Street

Omaha, NE 68102-1618

Phone: (402) 221-7659

Fax: (402) 221-7838

E mail: robert.k.zaruba@usace.army.mil

NOTE: All questions and/or comments should reach the above referenced Contracting Office no later than ten (10) working days prior to the date set for receiving proposals in order that they may be given consideration or actions taken prior to receipt of offers.

1.2. Proposal Expenses and Pre-contract Costs –

This Request for Proposal (RFP) does not commit the Government to 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.

1.3. Method Of Procurement -

1.3.1. The U.S. Army Corps of Engineers, Omaha District, intends to conduct this acquisition by use of a Competitive Source Selection Procedure among Small Businesses in accordance with the provisions set forth in the Request for Proposal (RFP). From this solicitation, one (1) contract may be awarded for a Indefinite Delivery/Indefinite Quantity Type Contract with both Firm-Fixed Price and Cost-Reimbursable Features for sites located anywhere within the USACE Northwestern, South Pacific, and Pacific Ocean Division military geographical boundaries and all other existing Omaha District customer locations to the offeror submitting a proposal determined to be most advantageous to the Government; price, and other factors considered. In any case, the Government may not award any contract if the resulting contract would not represent a "best value" to the Government using trade-off selection procedures as required by the DFARS using guidance as prescribed by AMC Pamphlet 715-3. It is strongly suggested that the provisions stated in the proposal information be fully studied prior to assembly of the proposal.

1.3.2. Note specifically that the offeror **will not be participating in a sealed bid procurement process** under this acquisition method. Issuance of this Request for Proposal does not constitute an award commitment on the part of the Government.

1.3.3. Proposals must set forth full, accurate, and complete information as required by this RFP, (including attachments). The penalty for making false statements is prescribed in 18 U.S.C. 1001.

1.3.4. The Government reserves the right to discuss aspects of proposals with offerors in the competitive range 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. 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.

1.3.5. A Pre-Proposal Conference will be held on February 19, 2003 at the Peter Keiwit Conference Center located on 1313 Farnam St. Omaha, Nebraska 68102-1870. Conference will begin in the auditorium at 0830 am. Parking is available on the Southside of the building at \$4.00

per day with parking sticker obtainable at the conference. Request you email Mike Michelson at mike.h.michelson@usace.army.mil seven days in advance of the conference with the number attending in your party and any questions you would like addressed at the conference.

1.4. Proposal Submittals -

Offerors intending to hand deliver their proposal shall contact Mike Michelson, Contract Specialist, at (402) 221-3227 or (402) 221-4100 (Contracting Receptionist) upon arriving at the controlled entry point at the address stated below. Contracting Representative will then escort offeror or his designated representative to the Contracting Division. The clock in the controlled entry point shall be considered the official time clock in reference to the solicitation closing date/time. Proposals received after this time shall be considered "late" and will be handled in accordance FAR52.215-1 Instructions to Offerors—Competitive Acquisition (May 2001).

As stated on Standard Form SF 33: Proposals will be received until 1530 hours (3:30 p.m.) local time on 14 March 2003 at:

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

**The Packaging that contains the Proposals shall be marked:
Proposals for Solicitation DACA45-03-R-0009, 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 using three ring binders 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) The first page of the proposal shall be in accordance with FAR Clause 52.215-1(c)(2) (i-v) as referenced in Section L, page 2 of 27.

(b) Table of contents and a cross-reference to the solicitation paragraphs.

(c) List of tables/figures.

(d) 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 the proposal submitted may not exceed one hundred seventy-five (~~175~~135) pages including all information as requested in Volume II, Tabs 4 and 5. The cost proposal for sample project shall be limited to 20 pages and is included in the total page count. The specific information as listed in the note below will be excluded from the page count.

NOTE: The items that are excluded from the page count are the Proposal Cover; the Table of Contents; Title Page; the List of Tables/Figures; Acronyms; Separator Tabs; Cross-Reference to the Solicitation Paragraphs, Volume II, Tabs 1, 2, & 3 (Standard Form 33, Representations & Certifications, and Audit Information.)

Each page should be numbered consecutively within each section. The page size of the Offeror’s proposal shall not exceed an 8-1/2 inch by 11-inch sheet of paper. Please refer to Section I, FAR 52.204-4 for printing/duplicating instructions.

NOTE: Double sided copies are considered as two pages.

Page limitation shall include typewritten text pages, charts, graphs, figures, diagrams, and schematics, aside from those items specifically stated as exempt from the page count. Outlines and other similar information documents shall be included as numbered pages – no exceptions. When included, foldout pages shall fold entirely within the volume. Each 8-1/2 inch by 11-inch section of foldout shall count as one page. The volumes are limited to single-spaced typewritten pages using 12-point proportional font or equivalent as the "normal" size standards for text. A smaller type may be used on [tables](#), charts, graphs, figures, diagrams, and schematics to accommodate a "make to fit" software capability, however, all text shall be legible and easily read.

NOTE: Proposals that exceed one hundred seventy-five (~~175~~135) pages, will have only those pages that are within the page count limits evaluated. All information appearing thereafter will not be evaluated.

2.3. Format - The offeror shall submit **one (1) original and five (5) copies** of their proposal in the format shown below:

Table 1 – Proposal Format
Proposal Document
Volume I, Section I: Previous Experience, Personnel, and Organization
TAB 1/Summary of Previous Experience - HTRW Projects
TAB 2/Resumes of Key Personnel For This Contract
TAB 3/ Organizational Structure of the Proposed Team
Volume I, Section II – Past Performance
Tab 1/Past Performance Project Narrative with Points of Contact
Tab 2/Past Performance with Regulators Including Points of Contact
Volume I, Section III – Corporate Technical Plans, Practices, and Procedures
Tab 1/Quality Assurance/Quality Control Program and Corporate Business Practices
Tab 2/Not Used/Not Applicable
Tab 3/Safety and Health Program
Volume I, Section IV – Utilization Of Small Business-Not Applicable
Volume II – Cost Information and Representations, Certifications and Other Statements of Offerors
Tab 1/ Solicitations, Offer and Award (SF33)

Tab 2/ Representations, Certifications and Other Statements of Offerors (Section K).
Tab 3/Audit Information
Tab 4/Section B- Supplies or Services & Prices/Costs
Tab 5/ Proposal for Sample Problem

3. Volume Content –

Proposals submitted in response to this solicitation shall consist of the contents required in the sub-paragraphs described below:

3.1. Volume I, Section I – Previous Experience, Personnel, and Organization

3.1.1. Volume I, Section I, Tab 1 – Previous Experience – HTRW Projects

Provide at least five (5) and not more than ten (10) examples of completed projects which should demonstrate the offeror's and its team members' experience in performance of the work similar to that described in Paragraphs 1 and 2 of Section C of this solicitation.

A **project** is defined as:

- Work performed pursuant to one specific task order of an Indefinite Delivery/Indefinite Quantity (IDIQ) type contract at one site or multiple sites at a single installation or facility or
- Work performed pursuant to a site specific contract for one site or multiple sites within a single installation or facility or
- Multiple task order against an IDIQ contract on a single site.

An ID/IQ type contract or the performance of work pursuant to multiple task orders of an IDIQ type contract at multiple sites 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 offer provides a site-specific contract as its "project," it shall provide the contract number for references purposes. The projects must have been **completed** within the period of January 1, 1999, through April 2, 2003. A **completed project** is defined as: a project as defined above that is substantially (90%) complete to the customer's satisfaction. **The Government has provided a sample Previous Experience Form as provided in Section J of this solicitation for usage by the offeror.** The offeror may provide additional narrative on any or all projects provided the offeror does not exceed the page count as specified in Section L paragraph 2.2. The offeror should present projects which demonstrate its experience in project management and execution of Hazardous, Toxic, and Radioactive Waste (HTRW) sites, site investigations/characterizations, studies, evaluations, designs, chemical testing, operation and maintenance, sampling, remediation of contaminated sites, and other related experience. The offeror may include both federal and commercial work. The offeror must indicate whether it was prime or subcontractor on each project. If the offeror was the prime contractor, the offeror shall also describe its primary role/duties in execution of the work (i.e. the major components of the project which were completed by the prime's staff and major components which were subcontracted out). The offeror shall also provide information on the project as to the size, complexity, and distinctive and/or unique features of the project. The offeror should provide specific information to demonstrate that it has relevant experience to all of the activities for this project.

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 six (6) key individuals listed below. The resumes should clearly display proposed job title, education, special qualifications and experience record showing title, specific duties, responsibilities and assignments within at least the last five years. The purpose of this submittal is to identify the level of expertise available for this contract. **After contract award, the Contracting Officer shall approve replacement of any key personnel after verifying that they meet or exceed the requirements of the solicitation. If further key management personnel are required to perform any work under this contract, the contractor will be required to submit their resumes for approval by the Contracting Officer.** The following key personnel shall be identified:

(1) **Program Manager** - The offeror shall designate one individual as the Program Manager that will be assigned to this contract. The Program Manager shall be competent, experienced, and knowledgeable in the field of HTRW. The Offeror shall designate a Program Manager to act as a single point of contact (POC) for coordination with USACE. The Program Manager shall be responsible for the overall management of the contract including cost, schedule, and technical quality. The Program Manager shall take immediate corrective action when performance is not acceptable to USACE. The Program Manager shall oversee the development and implementation of record keeping, administrative and quality control, and programs. The Program Manager should have, , the following qualifications:

A college degree in engineering, construction management, geology, chemistry, or related field.

Professional registration, in their respective field, where applicable or available.

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

(2) **Contractor Quality Control Supervisor** - The Offeror shall provide a minimum of three (3) resumes and a maximum of five (5) for individuals who are trained within their organization to be responsible for overall management of Contractor Quality Control (CQC) and have the authority to act in all CQC matters. The QCS shall have appropriate education and experience in the specialized area identified in the Task Order, e.g., chemistry, geology, or hydrogeology. The QCS is responsible to insure compliance with the requirements identified in the statement of work and the Contractor Quality Control Plan. These persons shall be stationed at the project site whenever work is in progress. The need for an on-site QCS will be defined in the Scope of Work for the project specific Task Order. The qualifications of the QCS should include:

A minimum of three (3) years working experience in quality control in the chemical/hazardous waste remediation.

Demonstrable expertise in on-site laboratory techniques.

Formal education or training in field sampling at HTRW.

Experience with QA/QC for remedial design and actions.

3) **Certified Industrial Hygienist** - The Offeror shall designate and utilize one individual as the certified industrial hygienist (CIH) to develop, implement, and oversee all safety and health related aspects of HTRW work under this Contract. The qualifications of the CIH should include:

The CIH shall be an Industrial Hygienist certified by the American Board of Industrial Hygiene (ABIH).

A minimum of three (3) years working experience in HTRW activities.

Demonstrable experience in air monitoring techniques and in development of respiratory protection and personal protective equipment programs for working in potentially toxic atmospheres and confined spaces.

(4) Not Used/Not Applicable.

(5) Not Used/Not Applicable.

(6) **Senior Contracts Manager** - The Contractor shall designate one individual to perform the function of Senior Contracts Manager who will ensure that all acquisition and contract management related to this contract (including subcontracts, purchases, rental agreements, subcontract modifications, tracking procurements, maintaining inventory property lists etc.) are performed in accordance with all terms of this Contract. Also where applicable, the Contractor will be responsible for compliance with federal, state, and local laws and regulations related to contract management and acquisition. The Senior Contracts manager 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 as well as cost-reimbursable contracting experience.

3.1.2.2. Other Key Personnel – The offeror shall provide the resumes of all other key personnel, which it expects will execute a substantial portion of the work that may be awarded under this contract. Specifically, the offeror shall provide a resume(s) for the following six (6) key positions. The resumes should clearly display proposed job title, education, special qualifications and experience record showing title, specific duties, responsibilities and assignments within at least the last five years. The purpose of this submittal is to identify the level of expertise available for this contract. **After contract award, replacement of any key personnel shall be approved by the Contracting Officer. If further key personnel are required to perform any work under this contract, the contractor will be required to submit their resumes for approval by the Contracting Officer.** The following key personnel shall be identified:

(1) **Project Manager(s)** – The Contractor shall provide a minimum of three (3) resumes and a maximum of five (5) for individuals who are trained and experienced as a Project Manager (PM). For each Task Order issued, the Contractor shall designate a PM. The Contractor shall identify the PM and the PM's qualifications; experience and

performance history shall be satisfactory to the CO before issuance of the Task Order. The PM shall serve as the single point of contact for the Task Order, and shall be responsible for the management of work, approved plans, and all federal, state, and local laws and regulations. The PM shall also maintain close communication and coordination with USACE for the duration of the project, including monthly progress and detailed cost reporting. The Project Manager should have, , the following qualifications:

A college degree in engineering, construction management, geology, chemistry, or related field.

Professional registration, in their respective field, where applicable or available.

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

(2) Not Used/Not Applicable.

(3) **Regulatory Specialist** - For all Task Orders, the Contractor shall designate a single Regulatory Specialist (RS). The Contractor shall designate a single point of resource for all regulatory matters and complete manifest requirements as specified herein and with the approved statement of work, Contractor's approved Site Safety and Health Plan (SSHP), Quality Assurance Project Plan (QAPP), Sampling Analysis Plan regulations. The Contractor shall coordinate review and approval procedures for all manifests. The Regulatory Specialist should have the following qualifications:

Training and current certification under 49 CFR 172, Subpart H,

Sixteen (16) hours training on the requirement of 40 CFR 262- Standards applicable to Generators of Hazardous Waste,

Eight (8) hours training on Land Disposal Restrictions (LDR) requirement of 40 CFR 268,

A minimum of three (3) years specialized experience in the accumulation, manifesting and shipment of hazardous waste,

The capability to identify all required permits.

(4) **Safety and Health Officer (SSHO)** - The Contractor shall provide a minimum of three (3) resumes and a maximum of five (5) for individuals who are trained and experienced as a SSHO to ensure that all elements of the approved SSHP are implemented and enforced on-site. The 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.

Authority to shut down the site work when Health and Safety becomes an issue.

(5) **Risk Assessor/Toxicologist** - The Contractor shall designate and utilize a Risk Assessor/Toxicologist for the evaluation of risk as related to all pathways for soils, groundwater, air, surface waters, sediments for both human and ecological receptors. The Risk Assessor/Toxicologist shall ensure that all risk assessment goals of the task order for human health and ecological are attained. The Risk Assessor/Toxicologist should have:

An advanced degree in toxicology, environmental toxicology, or a closely related field, to include public health, environmental health, epidemiology, industrial hygiene, environmental engineering, or environmental science.

A Ph.D. in the appropriate field, should have three (3) years of experience performing risk assessments at HTRW sites. M.S. in the appropriate field should have five (5) years of experience performing risk assessments at HTRW sites.

(6) Not Used/Not Applicable.

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 subcontractors shall be included in this organizational structure for this project shall be outlined through a narrative and a diagrammed organizational chart. Key sub-organizations such as chemistry, safety, project management, engineering, construction, etc., shall be shown and briefly described. The relationship of these capabilities to the offeror shall be described; i.e. owned, subcontracted effort, joint venture, member of consortium, etc. The corporate/organizational narrative should include a brief list of the projects, which have been executed under this organizational structure and the length of time the sub-organization(s) not owned by the offeror has been a part of the organizational structure (or the team). It is important that the offeror clearly define the organizational roles/responsibilities and the contractual/legal responsibilities of the team or joint venture units and briefly describe how the project(s) will be accomplished under the proposed organizational structure.

3.1.3.2. Small Businesses are encouraged to form teaming arrangements, joint ventures, or consortiums involving two or more small businesses. For consolidated acquisitions, the size standard is applied to the individual person or concerns, not to the combined assets of the joint venture. Note: This type of strategy allows members of the Small Business Community to leverage their capabilities to participate at the prime level without invalidating their status as small businesses.

3.2. Volume I, Section II, - Past Performance

3.2.1. Volume I, Section II, Tab 1 – Past Performance Project Narrative With Points Of Contact

The offeror shall provide a narrative of 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 - HTRW Projects of their proposal. The offeror shall provide at least one (1) point of contact (POC) with the customer (and prime contractor if appropriate). The POCs may be contacted to assess the scope of work performed and to evaluate performance of the projects listed under the previous experience tab of Section I under this Volume I, if necessary. The offeror shall distribute copies of the offeror's completed project experience forms and the blank owner survey forms (provided in Section J of this solicitation). The owner survey form shall be distributed to the owner/client (of that particular project) by the offeror. [The offeror shall ensure the same project title is incorporated under the Previous Experience \(Volume I, Section I, Tab 1\), Past Performance \(Volume I, Section II, Tab 1\), and the Owner/Client Past Performance Survey \(Section J, Attachment 6\).](#) The owner survey form should be returned by the owner/client directly to the Government Contracting Specialist – Ellen Baumert at the address given for proposal submission in Section L or by email to ellen.c.baumert@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 DACA45-03-R-0009, 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 not be counted as part of the contractor's proposal pages. If the owner/client provides duplicate copies of the previous experience information, the pages will not be counted again nor will they be reevaluated.

3.2.1.2. Past Performance Evaluation

During past performance evaluation, the Government reserves the right to obtain past performance information from any available source. 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 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 dissatisfaction, and corrective actions taken should be provided.

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 Government. 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 providing no past performance record will be awarded a neutral rating. In rating past performance, the Government may consider available past performance information on predecessor companies, employment histories of key personnel, or major subcontractors performing key elements of the project.

3.2.2. Volume I, Section II, Tab 2 - Past Performance With Regulators Including Points Of Contact

The offeror shall provide a narrative of its past performance in working with regulators with points of contact for those projects listed under Volume I, Section I, Tab 1 - Summary of Previous Experience - HTRW & OE Projects of their proposal. Include information to demonstrate the offeror's ability to create and maintain a cooperative working environment with State and U.S. Environmental Protection Agency regulators. The offeror should provide information, which demonstrates experience with submitting accurate and timely reporting/regulatory submittals in accordance with regulatory requirements. The offeror should also provide points of contact to Government so that the information provided can be independently verified. Regulatory POCs may be contacted to obtain safety and environmental compliance information. Also, the offeror shall provide information on all environmentally reportable incident violations and environmental notice of violations in the past three (3) years, or so state that there were none.

3.3. Volume I, Section III – Corporate Technical Programs, Practices, and Procedures

3.3.1. Volume I, Section III, Tab 1 – Quality Assurance/Quality Control Program and Corporate Business Practices

The offeror shall provide a narrative of its corporate Quality Assurance/Quality Control (QA/QC) Program and its business practices, which demonstrates adherence to the QA/QC Program. The offeror shall also describe its data management experience and procedures used to maintain quality and accuracy of data from generation to reporting.

3.3.2. Volume I, Section III, Tab 2 – Not Used/Not Applicable.

3.3.3. Volume I, Section III, Tab 3 – Safety and Health Program

The Contractor shall provide a narrative to describe its ongoing and successful execution of their Safety and Health Program, addressing items such as training, the number of current Safety and Health professionals and type, and the procedures used in the preparation and implementation of a Site Safety and Health Plan for an HTRW site. 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 Health Program. The offeror shall also certify that a Certified Industrial Hygienist (CIH) (the CIH should have at least 3 years of site experience in the HTRW field) performs the Health and Safety supervision. 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 (include team members).

3.4. Volume I, Section IV - Utilization of Small Business Concerns

(IF YOUR FIRM IS CERTIFIED AS A SMALL BUSINESS OR A SMALL BUSINESS 8a IN ACCORDANCE WITH SECTION K OF THIS SOLICITATION, Volume I, Section IV IS NON APPLICABLE)

3.4.1. Volume I, Section IV, Tab 1 - Small Business Subcontracting Past Performance

Large business concerns as defined by FAR Clause 52.219-1, "SMALL BUSINESS PROGRAM REPRESENTATION." (see Section K), should submit their subcontracting compliance on previous projects identified under the Previous Experience-HTRW Projects paragraphs. As a minimum, the offeror shall provide past performance information on at least three (3) recent (within the last 3 years) contracts and no more than eight (8) recent (within the last 3 years) contracts, which required an approved subcontracting plan and are physically complete. This description shall include as a minimum: the project name; the contract number; the amount of the contract; the Governmental agency that administered the plan and a point of contact with their telephone number, fax number and email address, if available; a point of contact from the firm which administers the plan internally with their telephone number, fax number and email address, if available; the individual responsible for the administration of the subcontracting plan with their address, phone number, fax and email address, if available; the proposed goal percentages for each member of the Small Business Community (small business (SB), small disadvantaged business (SDB), woman-owned small business (WOSB), HUB Zone business (HUBZone), historically black colleges and universities and minority institutions (HBCU/MI), and service-disabled veteran-owned small business (SDVOSB)), along with the actual percentages reached on each project; and any letters/memorandums that document or record subcontracting performance, compliance or surveillance visits. This requirement may be supported by using copies of the U.S. Government Standard Form 294, filled out completely.

3.4.2. Volume I, Section IV, Tab 2 - Proposed Subcontracting Opportunities

Large business concerns shall also submit a narrative description of the types of services the firm proposes to subcontract with small business (SB), small disadvantaged business (SDB), woman-owned small business (WOSB), HUB Zone business (HUBZone), historically black colleges and universities and minority institutions (HBCU/MI), and service-disabled veteran-owned small business (SDVOSB), along with the proposed percentages of their participation, to demonstrate a plan to meet the subcontracting goals that will apply to these contracts. If practical, the offeror will provide specific information on proposed subcontracted effort for this project.

3.4.3 Volume I, Section IV, TAB 3 – 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," noted in Section K, the firm must submit a small business subcontracting plan in accordance with FAR Clause 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN, October 2001, as noted in Section I. The goals established for small business, small disadvantaged business, women-owned business, HUB Zone 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%

HUB Zone Business – 3.0%
Service-Disabled Veteran-Owned Small Business – 3.0%
Historically Black Colleges/Minority Institutions (Higher Education Only) – 10%

The offeror shall provide specific information on proposed subcontracted effort for this project. The Small Business Subcontracting Plan shall be thorough, complete, and in accordance with FAR Clause 52.219-9, as it will be incorporated into the contract upon award of the contract to the offeror.

NOTE: All small business concerns as defined in the applicable FAR provisions referenced above are exempt from submitting small business subcontracting information.

3.5. Volume II - Contractor Information And Certifications

3.5.1. Volume II, Tab 1 - SF33, Solicitation, Offer, and Award (Section A)

The offeror shall fill out in its entirety all of Section A (SF33) that applies to the offeror and it shall be signed and dated by an official that is able to legally bind the company.

3.5.2. Volume II, Tab 2 - Representations and Certifications (Section K)

The offeror shall fill out in its entirety all of Section K that applies to the offeror. The offeror's responsibility will be reviewed in accordance with FAR Part 9.

3.5.3. Volume II, Tab 3 – Audit Information/Cost Reimbursement Task Orders.

The offeror shall provide the current (within the last year) audit report/findings/letter and point of contact with phone number or email address from the offeror's Federal/State Government Cognizant Audit Agency that the offeror's accounting system has been approved and is adequate for cost-reimbursable contracts. If it has been over 12 months since the accounting system has been approved, the offeror shall also provide a statement that the accounting system has not changed since being approved. If the accounting system has changed, the offeror should shall provide a letter from the audit agency stating that it is currently going through the approval process and provide a point of contact and phone number of person conducting the audit from the cognizant audit agency. The Contracting Officer reserves the right to call the Contractor's cognizant audit agency to verify that the accounting system is still approved and adequate for cost-reimbursable contracts. Overhead, General and Administrative Costs, FCCOM, and any other cost pools shall be in accordance with the offeror's recent (i.e within the last year) Federal/State audited rates if available. If the offeror has had an audit within the last year, the offeror is instructed to provide a copy of the audit, include if available, any other rate information received from the Administrative Contracting Officer of the cognizant audit agency and will not be further analyzed.

If the offeror does not have a recent Federal/State audit, the offeror shall provide a Certified Public Accountant (CPA) statement stating:

- Established cost pools are currently in accordance with FAR 31 regarding overhead, G&A, and other indirect costs as well as the overhead, G&A, and other indirect cost rates.

- Offeror's accounting system is in compliance with Generally Accepted Accounting Principles (GAAP).

~~In accordance with FAR 16.306(c), "no cost plus fixed fee contract shall be awarded unless the contracting officer complies with all limitations in FAR 15.404-4(c)(4)(i) and 16.301-3". No award will be made to an offeror whose accounting system has not been determined to be adequate for cost reimbursement contracts. This also affects subcontractors (team members) if the prime contractor anticipates awarding cost reimbursement contracts to those subcontractors. If no cost reimbursement contracts will be awarded to any of the prime contractor's subcontractors, the offeror will so state. If cost reimbursement subcontracts are to be awarded, the offeror shall provide the same required information above from the subcontractors.~~

The Government assumes all subcontracts will be on a firm fixed bases. Any exceptions would be addressed in the individual task order.

~~The offeror shall submit for themselves and for each proposed cost reimbursement subcontractor (team member) statements certifying the most recent year for which final audited indirect rates have been determined by the offeror's and subcontractor's Federal Government cognizant audit agency. Additionally, the offeror shall provide the status of the audits of final indirect rates for any year(s) for which final rates have not been determined. The offeror and any subcontractors (team members) shall provide a point of contact by name and telephone number at the cognizant audit office that can confirm the status of any final indirect rate determinations.~~

3.5.4 Volume II, Tab 4 - Supplies or Services and Cost/Prices (Section B) & Cost Pool Information

3.5.4.1. Firm Fixed Price Task Orders (Section B, Paragraph 5.1.1). ~~The offeror shall fill out only one Table 5.1.1 indicating one loaded rate (excluding profit) for each listed discipline. In the event there are multiple personnel (prime/subcontractor) for a single discipline, a blended rate may be incorporated. The offeror shall fill out in its entirety Section B.~~ If the offeror has a different job title or if the offeror is proposing to use subcontracted labor in which the subcontractor uses a different job title for any of the listed employees, the offeror is instructed to add that job title to the most appropriate or similar job title listed in the table (i.e.: Clerical/Administrative Assistant). The rates proposed in this Section B will be the rates that the offeror will use for all firm-fixed price task orders issued within the five year performance period of the contract.

3.5.4.2. Cost Reimbursement Task Orders. ~~The offeror shall provide the information required in Section B, Paragraph 5.2, and Section L, Paragraph 3.5.3. Overhead, General and Administrative Costs, FCCOM, and any other cost pools shall be in accordance with the offeror's recent (i.e. within 1 year) audited rates, if available. If the offeror has had an audit within the last year, the offeror is instructed to provide a copy of the audit, include if available, any other rate information received from the Administrative Contracting Officer of the cognizant audit agency and will not be required to provide the breakdown of each of their cost pools. If the letter used in Volume II, Section I, Tab 3 contains the same information required here, the offeror shall cross-reference the letter his in Volume II, Section II, Tab 2. If the offeror does not have a recent audit, the offeror shall provide detailed information showing cost accounts included in each of their cost pools in order to explain all overhead rates, G&A markups, labor burden (fringes), and any other pools. The composition of the base on which the pool is distributed shall also be shown. An example of a general and administrative expense rate computation is listed below and may be used as a guide. Note that the list is not inclusive of all allowable or unallowable costs:~~

Indirect Salaries	\$ 100,000
Home Office Salaries	\$ 85,000
Payroll Taxes	\$ 9,500
Insurance	\$ 14,500
Lease	\$ 35,000
Utilities	\$ 14,000
Repairs & Maintenance	\$ 6,500
Interest Expense	0 *
Advertising	0 *
Office Supplies	\$ 1,500
Personal Property Taxes	\$ 2,200
Contributions	0 *
Depreciation Office Equipment	\$ 8,500
Legal Fees	\$ 3,500
Bad Debts	0 *
State Income Taxes	\$ 7,500
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
Base	\$7,050,000
	= 4.08%

* 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
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 PPE Expendables	Disposable supplies Personnel Protective Equipment Small field purchases for items used at the job site
Analytical Lab	Sub Contract for chemical analysis of samples.
Other Contractor	Sub Contract for hauling, well drilling, or other services that are not normally performed by the Contractor.
Miscellaneous Sub Contract	Sub Contract for services such as sample shipments, airfares, rental cars, port a johns, etc.

3.6.1. Volume II, Tab 5 – Proposal for Sample Problem

3.6.1.1 The offeror shall provide and clearly describe all assumptions used when developing their cost proposal as though the offeror were submitting a proposal for a new cost-reimbursement fixed-fee construction task order for the sample project in Section J of this solicitation.

3.6.1.2. The individual tasks associated with executing the sample project with all costs should be broken out appropriately. The offeror should apply the actual labor rates on each task and shall include any supplies, materials, travel costs, subcontracting costs, etc., that may be needed to carry out the tasks. The offeror may use either internal cost estimating data or shall provide backup material for their costs proposed (i.e., the team subcontractor(s) or other subcontractors cost proposal(s), quotes for rental equipment from at least three (3) sources, etc.). The offeror will find Service Contract Act and Davis-Bacon Wage Rates provided in Section J to be used as a minimum base rate only. The offeror should use the direct rates it would normally use unless they fall below the wage rates provided in section J. The adequacy and value of the cost data, whether the costs are realistic for the work to be performed, whether the costs reflect the offeror’s understanding of the requirements, and whether the costs are consistent with the technically proposed method used in the sample problem, will be determined from this information.

The offeror shall include all professional and support effort such as project management, professional service resources and overhead costs. Even though the technical description of the Sample Project in Section J is abbreviated, the cost proposal should represent the requirements for the full work effort. The cost estimate should utilize an industry approved software package capable of providing sufficient information to adequately and accurately capture the projected project costs. Direct costs should be detailed by labor, equipment, and material, and should include subcontractor markups, when applicable. All quotations and documentation will be noted in the proposal. Indirect cost categories such as prime contractor’s home office and field office overheads and profit should be identified, and appropriate costs included for each in the estimate. Other cost categories such as cost escalation, supervision, and administration, engineering during construction, and Government laboratory Quality Assurance will also be included in the estimate, as appropriate, to form a total project cost for the remedial action. Bonding costs are not required in this proposal.

Your summary roll up cost for the sample project shall be submitted in the format as shown Section J/Attachment 2 (Table 1). In addition to the summary roll up sheet (Table 1), a direct labor summary sheet shall be attached indicating discipline hours per task, base hourly rate and applicable markups.

3.6.1.3. The offeror shall provide a complete breakdown and explanation of how their Fee/Profit is calculated. The offeror shall clearly describe why the Fee/Profit proposed is warranted. This data and information may later form the basis for the Contract Management Procedures (CMPs) to be negotiated with the awardee.