

2. AMENDMENT/MODIFICATION NO. 03	3. EFFECTIVE DATE 21-APR-2003	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE DACA45		7. ADMINISTERED BY (If other than Item 6) CODE	

U.S. ARMY COPRS OF ENGINEERS, OMAHA
 CONTRACTING DIVISION
 106 S. 15TH STREET FEDERAL BLDG.
 OMAHA, NE 68102-1618

SEE ITEM 6

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO. DACA45-03-R-0019
	(X)	9B. DATED (SEE ITEM 11) 13-MAR-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 tended. is extended, is not ex-

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.)
 The purpose of this amendment is to changes to the following Sections: Section B, Section J, and Section L.
 Offerors are instructed to replace the following with the attached: Section B, Section J, and Section L. Changes to the Sections are shown 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 <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA BY <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED

INSTRUCTIONS

Instructions for items other than those that are self-explanatory, are as follows:

- (a) Item 1 (Contract ID Code). Insert the contract type identification code that appears in the title block of the contract being modified.
- (b) Item 3 (Effective date).
 - (1) For a solicitation amendment, change order, or administrative change, the effective date shall be the issue date of the amendment, change order, or administrative change.
 - (2) For a supplemental agreement, the effective date shall be the date agreed to by the contracting parties.
 - (3) For a modification issued as an initial or confirming notice of termination for the convenience of the Government, the effective date and the modification number of the confirming notice shall be the same as the effective date and modification number of the initial notice.
 - (4) For a modification converting a termination for default to a termination for the convenience of the Government, the effective date shall be the same as the effective date of the termination for default.
 - (5) For a modification confirming the contracting officer's determination of the amount due in settlement of a contract termination, the effective date shall be the same as the effective date of the initial decision.
- (c) Item 6 (Issued By). Insert the name and address of the issuing office. If applicable, insert the appropriate issuing office code in the code block.
- (d) Item 8 (Name and Address of Contractor). For modifications to a contract or order, enter the contractor's name, address, and code as shown in the original contract or order, unless changed by this or a previous modification.
- (e) Items 9, (Amendment of Solicitation No.-Dated), and 10, (Modification of Contract/Order No.-Dated). Check the appropriate box and in the corresponding blanks insert the number and date of the original solicitation, contract, or order.
- (f) Item 12 (Accounting and Appropriation Data). When appropriate, indicate the impact of the modification on each affected accounting classification by inserting one of the following entries:
 - (1) Accounting classification
 Net increase \$.....

(2) Accounting classification
 Net decrease \$.....

NOTE: If there are changes to multiple accounting classifications that cannot be placed in block 12, insert an asterisk and the words "See continuation sheet".

- (g) Item 13. Check the appropriate box to indicate the type of modification. Insert in the corresponding blank the authority under which the modification is issued. Check whether or not contractor must sign this document. (See FAR 43.103.)
- (h) Item 14 (Description of Amendment/Modification).
 - (1) Organize amendments or modifications under the appropriate Uniform Contract Format (UCF) section headings from the applicable solicitation or contract. The UCF table of contents, however, shall not be set forth in this document.
 - (2) Indicate the impact of the modification on the overall total contract price by inserting one of the following entries:
 - (i) Total contract price increased by \$.....
 - (ii) Total contract price decreased by \$.....
 - (iii) Total contract price unchanged.
 - (3) State reason for modification.
 - (4) When removing, reinstating, or adding funds, identify the contract items and accounting classifications.
 - (5) When the SF 30 is used to reflect a determination by the contracting officer of the amount due in settlement of a contract terminated for the convenience of the Government, the entry in Item 14 of the modification may be limited to -
 - (i) A reference to the letter determination; and
 - (ii) A statement of the net amount determined to be due in settlement of the contract.
 - (6) Include subject matter or short title of solicitation/contract where feasible.
- (i) Item 16B. The contracting officer's signature is not required on solicitation amendments. The contracting officer's signature is normally affixed last on supplemental agreements.

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 Division and all other existing Omaha District customers. 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 \$4,000,000.00. 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 \$80,000.00. 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 one base performance period of TWO years and THREE Option Periods of ONE year each or until the \$4,000,000 contract limit is reached, whichever occurs first. Base periods will be as follows:

Base Period 1 - Contract Award thru 30 September 2004
Base Period 2 - 1 October 2004 thru 30 September 2005
Option Period 1 - 1 October 2005 thru 30 September 2006
Option Period 2 - 1 October 2006 thru 30 September 2007
Option Period 3 - 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 Task Order shall be based on the hourly rate for labor disciplines listed in Table 5.1.1 and markups for the other direct costs, paragraph 5.1.3.

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 [FCCOM and](#) Fee/Profit.

The offeror shall fill out only one Table 5.1.1. It shall show one rate —per labor discipline 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, Hazardous Waste Specialist (SUB). The rates shown per labor discipline shall be the rates paid to the prime contractor, exclusive of FCCOM and profit/fee.

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 HOURLY RATE	**EST ANNUAL HOURS	FULLY	FULLY	TOTAL								
				LOADED HRLY RATE Period 1	LOADED TOTAL Period 1	LOADED HRLY RATE Period 2	LOADED TOTAL Period 2	LOADED HRLY RATE Period 3	LOADED TOTAL Period 3	LOADED HRLY RATE Period 4	LOADED TOTAL Period 4	LOADED HRLY RATE Period 5	LOADED TOTAL Period 5	
000101	Program Manager		100											
000102	Project Manager		3100											
000103	Engineer I		1000											
000104	Engineer II		4000											
000105	Engineer III		500											
000106	Scientist I		100											
000107	Scientist II		4500											
000108	Scientist III		350											
000109	Site Safety and Health Officer		900											
000110	Regulatory Specialist		300											
000111	Quality Control Supervisor		400											
000112	Site Superintendent/On-Site Supervisor		1300											
000113	Certified Health Physicist		150											
000114	Risk Assessor/Toxicologist		500											
000115	Certified Ind. Hygienist		300											
000116	Estimator		200											
000117	Hazardous Waste Spec.		160											
000118	Engineering Technician		1500											
000119	CADD Operator		1000											
000120	Word Processor		400											
002121	Clerical		300											
000122	Data Processor		1000											
000123	Specification Writer		150											
000124	Senior Contracts Manager		400											
000125	Procurement Specialist		500											
000126	Geophysicist		700											
000127	Data Base Administrator		500											
<u>000128</u>	<u>Chemist</u>		<u>500</u>											
0001289	Sr. Geologist		700											

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

5.1.2. Rates/Markups (Included in the Hourly Labor Rates Shown in Table 5.1.1 shown above:

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

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

- 5.1.2.1.** Specialized equipment and/or material. _____ %
- 5.1.2.2.** Rental equipment. _____ %
- 5.1.2.3.** In-house copying/reproduction/copying service. _____ %
- 5.1.2.4.** Other Direct Costs including, but not limited to, long distance telephone, shipping, mailing, computer usage, and miscellaneous supplies/items. _____ %
- 5.1.2.5.** Subcontract effort. _____ %
- 5.1.2.6.** 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 Base Period 1 for Overhead, G&A, FCCOM, 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 Base Periods 1; and 2 and 3; which will be incorporated into a Contract Management Procedure as shown below. The contractor will submit a new DCAA-Federal/State audit to establish new Forward Pricing Rates and New Caps for Base Periods 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.

Base Period 1 and; 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 delivery order cost for a typical project awarded under this contract. The sample project consists of a Site Investigation at Formerly Used Defense Site (FUDS) suspected to be contaminated with trichloroethene. The Government will evaluate the sample project proposal as described in Section M of the RFP. Factors evaluated by the government will include the reasonableness of the number of personnel selected for the work, their qualifications, and anticipated time to complete investigation activities. Unless the offeror has in-house drilling and surveying capabilities, the offeror should assume these activities will be subcontracted.

Another purpose of the sample project will be to evaluate the offeror's ability to generate a cost build-up for a typical Corps of Engineer's project. It is recognized the total cost generated by the project is dependent upon the location of the offeror, which will be taken into consideration. Project man-hours for the tasks should be realistic for the complexity of the project. The proposal spreadsheet, [the schedule](#), [narrative](#), [profit/fee](#), and any supporting information developed by the contractor shall be no longer than ~~three-five~~ pages [total](#), ~~and the schedule no longer than one page~~. Task breakdown should include three tasks as follows: Task 1 – Site visit/records review/work plan preparation (draft and final), Task 2 – Field work/analytical costs/IDW disposal, and Task 3 – Report preparation (draft and final). The sample project pages will be included in the 50-page submittal limit.

- 1.2 Cost Plus Fixed Fee. The Contractor shall assume that a cost plus fixed fee 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.
- 1.3 Location-. The contractor shall assume the fictitious project is located in Waterloo, NE (Douglas County).
- 1.4 Site History. The site is a previous Atlas "F" missile site now owned by a private party. Rights of entry have been previously obtained and the owner is very cooperative.
- 1.5 Scope of Services. This problem focuses on investigation of ground water, and no soil sampling is required. The contractor should assume the site can be easily accessed and no brush clearing or other site mobility problems exist. Health and safety concerns are minimal, and EPA modified level "D" protection is appropriate. The contractor shall prepare draft and final versions of the project work plans, which shall include a Field Sampling Plan, a Quality Assurance Project Plan, and a Site Safety and Health Plan. These documents shall be prepared in accordance with Corps guidance and the requirements of EPA/540-R-92-021 "Interim Final Guidance for Performing Site Inspections under CERCLA (September 1992)". The contractor shall install 25 2-inch Schedule 40 PVC monitoring wells. Soil borings for monitoring shall be drilled to 40 feet below ground surface using 6 1/4" ID hollow stem augers. Each monitoring well shall have a 10-foot long, 10-slot, continuous slot Schedule 40 PVC screen. All joints shall be threaded. The filterpack shall consist of 20-40 silica sand placed from 1 foot below to 2 feet above the well screen. A two-foot thick seal of bentonite balls or pellets shall be installed and hydrated in 6-inch lifts above the filterpack.

The remaining annulus of the bore hole shall be grouted to 1 foot below ground surface using high solids bentonite grout. A five-foot long, locking steel protective casing shall be installed over the monitoring well. A 3' by 3' concrete pad shall be installed surrounding the well, and 3 steel posts filled with concrete shall be installed outside the pad to protect the monitoring wells. Five of the wells installed will be background wells. A minimum of 2-hours of well development shall be completed on each monitoring well. The wells shall be sampled using an approved bladder pump that utilizes a compressed nitrogen gas. Analysis will be by EPA method 8260B for volatile organic compounds for 25 samples, plus 3 quality control samples. In addition, 3 quality assurance samples shall be supplied to the Corps laboratory for analysis. A Site Inspection Report will be prepared for the project in accordance with Corps guidance and the requirements of EPA/540-R-92-021 "Interim Final Guidance for Performing Site Inspections under CERCLA (September 1992)". Field documentation shall include Soil Boring Logs, Monitoring Well Construction Diagrams, Well Development Log Sheets, Water Sampling Log Sheets, and Daily Quality Control Reports. In addition, a Quality Control Summary Report, which covers the data review and validations performed by the laboratory and AE shall be prepared in accordance with Corps guidance documents. Responses shall be generated to all comments in consultation with Corps' project team members, and revisions shall be incorporated into the final report. Regulator comment is anticipated to be minimal.

W BS 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	Project Management												
2	Site Visit/Records Review												
3a	Work Plan Preparation												
3b	Responses to Comments and Incorporation in Final Work Plan												
4a	Mobilization/Demobilization												
4b	Drilling and Well Installation												
4c	Well Development												
4d	Water Sampling												
5a	Chemical Analysis												
5b	Data Validation Report												
5c	Draft Quality Control Summary Report (QCSR)												
5d	Response to comments and Incorporation in Final QCSR												
6a	Draft Site Inspection Report												
6b	Response to Comments and Incorporation in Final SI Report												
	Subtotals Excluding Profit												
												Profit	

Revised 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, 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.

(End of Provision)

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

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

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

(End of Provision)

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

(End of Provision)

52.216-1 – Type of Contract (Apr 1984)

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

(End of Provision)

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.

(End of Clause)

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)

52.232-13 – 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, 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)

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

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

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

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

(End of Provision)

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:

Ginger Gruber

Mailing Address:

U.S. Army Corps of Engineers, Omaha District

Attn: CENWO-CT-H (Ginger Gruber)

106 South 15th Street, Old Federal Building 3rd Floor

Omaha, NE 68102-1618

Phone: (402) 221-4103 Fax: (402) 221-4199

E-mail: ginger.j.gruber@usace.army.mil

Technical:

Joe Slattery

Mailing Address:

U.S. Army Corps of Engineers, Omaha District

Attn: CENWO-PM-HC (Slattery)

106 South 15th Street

Omaha, NE 68102-1618

Phone: (402) 221-7674 Fax: (402) 221-7796

E mail: joseph.m.slattery@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 HubZone 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 to the offeror submitting a proposal determined to be most advantageous to the Government; price, and other factors considered. The successful offeror shall perform work at sites located anywhere within the USACE Northwestern Division military boundaries and existing Omaha District customers. 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.

1.4. Proposal Submittals -

Offerors intending to hand deliver their proposal shall contact Ginger Gruber, Contract Specialist, at (402) 221-4103 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 25 April 2003 at:

U.S. Army Corps of Engineers, Omaha District
ATTN: CENWO-CT-H (Gruber)
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 DACA45-03-R-0019, 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 in three-ring binders 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) 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 24.

(b) Table of contents and a cross-reference to the solicitation section/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 fifty (50) pages. The specific information as listed in the note below will be excluded from the page count. ~~The All~~ cost proposal information for the sample project shall be limited to ~~three (3)~~ five (5) pages including assumptions, narrative, schedule, profit/fee, and spreadsheet, and is included in the fifty (50) total page limit.

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, and 4.

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. Foldout pages shall be folded to fit entirely within a 8-1/2 inch by 11-inch area. 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 (for example, one 11 inch by 17 inch foldout printed on both sides will count as 4 pages). 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 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 fifty (50) pages, will have only the first fifty (50) pages will be 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
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/Safety and Health Program
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 three (3) and not more than five (5) 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 through 2.4 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* work performed under an IDIQ contract under multiple task orders for a ID/IQ on a single site. An ID/IQ type contract or the performance of work pursuant to multiple task orders of an ID/IQ 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 offeror provides a site-specific contract as its "project," it shall provide the contract number for reference purposes.

The projects must have been **completed** between January 1, 1999 and the proposal due date. A **completed project** is defined as: a project as defined above that is substantially (90%) completed 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 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. Subcontractor offices and personnel expected to execute work under this contract shall be identified and the resumes of key subcontractor personnel submitted. All resumes submitted under this and other sections shall clearly identify employees of the offeror versus subcontractor employees. Specifically, the offeror shall provide a resume for the four (4) 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. If not currently a direct employee of the prime contractor, a letter of commitment from this individual will accompany his/her resume stating they will become an employee of the prime at the time of award of a Task Order.** 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 sites. 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 sites.

(2) **Contractor Quality Control Supervisor** - The Offeror shall provide one (1) resume for an individual who is 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 may 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 have the following qualifications:

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

Demonstrable expertise in on-site laboratory methods.

Working knowledge of applicable federal, state, and local occupational safety and health regulations.

Formal education or training in field sampling at HTRW.

Experience with QA/QC for remedial design and actions.

3) **Certified Industrial Hygienist** - The 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 CIH should have the following qualifications:

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 site activities.

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

(4) **Contracts Manager** - The Contractor shall designate one individual to perform the function of 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 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 ~~five(5)~~ six (6) other 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. If not currently a direct employee of the prime contractor, a letter of commitment from this individual will accompany his/her resume stating they will become an employee of the prime at the time of award of a Task Order.** The following key personnel shall be identified:

(1) **Project Manager(s)** – The Contractor shall provide a minimum of two (2) resumes 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) **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. Areas of knowledge include 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.

(3) **Safety and Health Officer (SSHO)** - The Contractor shall provide a minimum of two(2) resumes 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 SSHO should have the following qualifications:

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.

(4) **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 the following qualifications:

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.

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

(5) **Senior Geologist, Hydrogeologist, Geophysicist** - The Contractor shall provide a minimum of one (1) and a maximum of two (2) resumes of the Senior Geologist selected to work under this contract. The Contractor shall designate and utilize a Senior Geologist/Hydrogeologist/Geophysicist for the planning and implementation of all environmental investigations to ensure that all projects comply with the requirements of Corps guidance. No geology sub-discipline is preferred over the other. The senior geologist/hydrogeologist/geophysicist should have the following qualifications:

A minimum of five (5) years working experience at hazardous waste sites, with at least two (2) years of responsibility for all field activities of all personnel involved.

A minimum of two (2) years as a senior geologist/hydrogeologist/geophysicist responsible for planning and implementation of all geology-related project activities, including preparation of the Field Sampling Plan and the reports.

A B.S. in the appropriate field.

Professional registration (PG or RG) with at least one state within the boundaries of the Northwestern Division.

(6) **Chemist(s)** - The Contractor shall provide a minimum of one (1) and a maximum of two (2) resumes of the Senior Chemist selected to work under this contract. 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 should have, as a minimum, the following qualifications:

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

Professional experience at the level of a commercial environmental analytical laboratory or working as a part of a Contractor project team directly related to environmental investigations and/or remedial actions as a part of a Contractor team (i.e. not primarily employed at a laboratory).

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. The offeror is considered the prime, but the team is what will be evaluated. The organization chart shall clearly identify members of the offeror's team versus subcontractor team members. 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/team 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 allowed 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 – Ginger Gruber at the address given for proposal submission in Section L or by email to ginger.l.gruber@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-0019, 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 performance risk 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 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 – 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 lost workday accidents for each member of the team in the past five (5) years, or so state that there were none.

3.4. Volume II - Contractor Information And Certifications

3.4.1. 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.

3.4.2. 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.

3.4.3. 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, Defense Contract Audit Agency (DCAA), or Certified Public Accountant's evaluation that the offeror's accounting system has been approved and is adequate for cost-reimbursable contracts. If it has been over 12 months since the accounting system has been approved, the offeror shall also provide a statement that the accounting system has not changed since being approved. If the accounting system has changed, the offeror ~~shall~~should provide a letter from the audit agency stating that it is currently going through the approval process and provide a point of contact and phone number of person conducting the audit from the cognizant audit agency. The Contracting Officer reserves the right to call the Contractor's cognizant audit agency to verify that the accounting system is still approved and adequate for cost-reimbursable contracts. In accordance with FAR 16.306(c), "no cost-plus-fixed-fee contract shall be awarded unless the contracting officer complies with all limitations in FAR 15.404-4(c)(4)(i) and 16.301-3". No award will be made to an offeror whose accounting system has not been determined to be adequate for cost-reimbursement contracts. 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).

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

~~The offeror shall submit statements certifying the most recent year for which final audited indirect rates have been determined by the offeror'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 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.~~

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

3.4.4.1. The offeror shall fill out in its entirety Section B. If the offeror has a different job title or if the offeror is proposing to use subcontracted labor in which the subcontractor uses a different job title for any of the listed employees, the offeror is instructed to add that job title to the most appropriate or similar job title listed in the table (i.e.: Clerical/Administrative Assistant). The offeror may not add additional cost disciplines to Section B 5.1.1. The rates proposed in this Section B will be the rates that the offeror will use for all firm-fixed price task orders issued in either the Base Period or the Option Period, if exercised.

3.4.4.2. Overhead, General and Administrative Costs, FCCOM, and any other cost pools shall be in accordance with the offeror's recent (i.e. within 1 year) audited rates, if available. If the offeror has had an audit within the last year, the offeror is instructed to provide a copy of the audit, include if available, any other rate information received from the Administrative Contracting Officer of the cognizant audit agency and will not be required to provide the breakdown of each of their cost pools. If the letter used in Volume II, Section I, Tab 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
	----- = 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.

<u>DEFINITIONS:</u>	
Direct Costs -	Costs identified specifically with the contract.
Office Labor -	Labor used off the job site in preparing plans, reports, etc.
Field Labor (RT) - Field Labor (OT) -	Labor used during a normal 40-hour week. Overtime Labor
Per Diem -	Food and lodging for temporarily located employees
Office Equipment -	Home office equipment used for contract requirements.
Owned Field Equipment -	Contractor owned equipment used on the job site.
Leased Field Equipment - FOGM -	Rental Equipment used on the job site. Fuel, oil, gas, maintenance, tires and repair of construction equipment
Inventory - PPE - Expendables -	Disposable supplies Personnel Protective Equipment Small field purchases for items used at the job site

Analytical Lab -	Sub-Contract for chemical analysis of samples.
Other Contractor -	Sub-Contract for hauling, well drilling, or other services that are not normally performed by the Contractor.
Miscellaneous Sub-Contract -	Sub-Contract for services such as sample shipments, airfares, rental cars, port-a-johns, etc.

3.6.1. 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 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 a software package capable of providing sufficient information to adequately and accurately capture the projected project costs. There is no preference for a specific cost estimating software as long as cost elements are stated as shown in Section J, Attachment 2, Table J-1. Direct costs should be detailed by labor, equipment, and material, and should include subcontractor markups, when applicable. Indirect cost categories such as prime contractor’s home office and field office overheads and profit should be identified, and appropriate costs included for each in the estimate. Other cost categories such as cost escalation, supervision, and administration, engineering during construction, and Government laboratory Quality Assurance will also be included in the estimate, as appropriate, to form a total project cost for the remedial action. Bonding costs are not required in this proposal.

3.6.1.3. 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.

(End of Section L)