SOLICITATION, OFFER AND AWARD

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

RATING

PAGE 1 OF PAGES 1

2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
	DACA45-03-R-0019	☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP)	03/12/03	

7. ISSUED BY CODE DACA45

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

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

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

SOLICITATION

9. Sealed offers in original and 4 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in 106 S 15th Street, Omaha - Lobby until 1530 *(Hour)* local time 04/25/03 *(Date)*

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

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE *(NO COLLECT CALLS)*			C. E-MAIL ADDRESS
		AREA CODE	NUMBER	EXT.	
	GINGER GRUBER	(402)	221-4103		

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OFFER *(Must be fully completed by offeror)*

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

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

13. DISCOUNT FOR PROMPT PAYMENT *(See Section I, Clause No. 52.232-8)*	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)

14. ACKNOWLEDGMENT OF AMENDMENTS *(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated)*:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR — CODE _____ FACILITY _____

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

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

AWARD *(To be completed by Government)*

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
	$4,000,000.00	

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

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

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

25. PAYMENT WILL BE MADE BY CODE T0B0200

US ARMY CORPS OF ENGINEERS
FINANCE AND ACCOUNTING (CEFC-AO-P)
5722 INTEGRITY DRIVE, MILLINGTON TN 38054-5005

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

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

28. AWARD DATE

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

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 a 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 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 LOADED HRLY RATE Period 1	FULLY LOADED TOTAL Period 1	FULLY LOADED HRLY RATE Period 2	FULLY LOADED TOTAL Period 2	FULLY LOADED HRLY RATE Period 3	FULLY LOADED TOTAL Period 3	FULLY LOADED HRLY RATE Period 4	FULLY LOADED TOTAL Period 4	FULLY LOADED HRLY RATE Period 5	FULLY LOADED TOTAL Period 5	TOTAL
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											
000128	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 CPA audited financial statements establishing cost pools in accordance with FAR Part 31 for Base Period 1 for Overhead, G&A, FCCOM, and other indirect costs. In addition, the contractor will provide a cap for Overhead, G&A and other indirect cost for Base Periods 1, 2 and 3, which will be incorporated into a Contract Management Procedure as shown below. The contractor will submit a new DCAA 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.)

Base Period 1, 2, and 3 Caps.

- 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.

Section C – Description/Specs/Work Statement

1. Contract Procurement Objectives and Overview -

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

Project specific task orders will be issued under the basic contract. The USACE Contracting Officer or Project Manager will provide the Contractor with any site-specific information in the USACE's possession upon issuance of each task order. Information provided by USACE on any site will be dependent on the current status of the site. Each task order will define the performance requirements of the contractor. Task orders may include, but will not be limited to any combination of the following:

Work plans; studies with associated reports; multiple phases of field investigations; RCRA Facility Investigation (RFI); monitoring well installation and sampling; short and long term monitoring; compliance support; data management; data interpretation; management of investigative derived waste; environmental and human health risk assessments; well abandonment; meetings; public meeting participation; hydrological and soil studies; project reports; engineering support and/or design, including Operations and Maintenance for HTRW sites; remedial action plans; remedial action; site closeout/decision documents; future project programming and scheduling support.

Work will generally fall under task orders using performance-based statements of work. A performance based statement of work structures all aspects of an acquisition around the purpose of the work to be performed and does not dictate how the work is to be accomplished. It is written to ensure that contractors are given the freedom to determine how to meet the Government's performance objectives and provides for payment only when the results meet or exceed these objectives. It maximizes contractor control of work processes and allows for innovation in approaching various work requirements. Performance based SOWs emphasize performance that can be contractually defined so that the results of the contractor's effort can be measured in terms of technical and quality achievement, schedule progress, or cost performance. The goal of Performance Based Contracting (PBC) is to:

a. Save money by reducing contract costs from elimination of unnecessary effort, through innovation by the contractor, and also by reducing Government surveillance.

b. Enable Government to shift its emphasis from processes to results.

c. Hold contractors accountable for the end results.

d. Ensure that contractors are given the freedom to determine how to meet Government's performance objectives.

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

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

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

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

2. Contract Requirements -

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

2.1. Work Plan -

For each task order, the Contractor is required to submit an HTRW Work Plan (WP) as appropriate. The WP basically describes the Contractor's activities as outlined in the task order. The WP shall contain (when relevant), but not be limited to the following:

Description of available data and contaminant characterization;

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

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

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

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

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

Site-specific assumptions and clarifications;

Site control measures; and

Logs, reports, and record keeping to be utilized.

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

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

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

Site characterization and evaluation;

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

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

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

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

Drilling, installation and development of groundwater monitoring wells, production wells, extraction wells, piezometers or other instrumentation;

Conducting surface or down hole geophysical surveys;

Conducting hydrogeological field-testing and performing analyses and data interpretation;

Sampling and sample handling techniques for chemical and geotechnical characteristics including data management and data interpretation; (HTRW)

Short and Long Term Monitoring;

Evaluation of available response actions and recommendation of the most environmentally sound and cost-effective alternatives;

Expert Testimony;

Participation in community education, public involvement, or public affairs activities;

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

a) Hazardous and radioactive wastes;

b) Other chemical, physical, and composite testing;

c) Characterization and screening for waste-bulking compatibility

d) Transportation and disposal; and

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

ANALYTICAL TESTING. The Government requires USACE laboratory validation as a base requirement for any laboratory performing chemical analyses and prefers laboratories with National Environmental Laboratory Accreditation Program (NELAP) certification. The Government requires the contractor to use the Department of Defense Quality Systems Manual for Environmental Laboratories, Final Version 2 (DOD QSM). The DOD QSM is available at: www.denix.osd.mil, under announcements. The recommendation for acceptability of the laboratory will be at the discretion of the USACECOR. If the laboratory fails to meet the project specific requirements at any time, the USACE CORmay request use of the laboratory be discontinued and analytical services be procured from a laboratory that can meet project specific requirements.

Laboratory services on soils, waters, sludges, solids, paints and wipes anticipated under this contract include, but are not limited to, Inorganic Metal analyses, Organic analyses for VOCs, SVOCs, PAHs; Explosives; and Anion Testing. The proposals or individual task orders shall identify the laboratory to be used for the work specified within the task order.

ERPIMS. CENWO has adopted the ERPIMS electronic data requirements as the operative policy for all Air Force and Formerly Used Defense Sites (FUDS) projects. The contractor shall establish a strategy that will devote the necessary resources to the task of electronic data management. This proposed strategy shall be stated in detail in the QAPP. The Contractor shall submit a cost proposal for the ERPIMS requirements in a detailed task-by-task format. Data management activities that are part of the creation of a specific deliverable shall be included in that section of the cost proposal. This proposal will include the disciplines involved and the number of hours for each. The Contractor will designate an Electronic Data Management Point-of-Contact (EDM POC) for this task. The EDM POC must be accessible via E-mail.

The Contractor must submit all project non-ERPIMS electronic files associated with all spatial data or modeling, electronic files corresponding to any graphic figures included in the hard copy report deliverables, and text files corresponding to the word processed portion of the hard copy deliverable. These files shall be submitted to the Project Execution Technical Resources Online (PETRO) Service Center at CENWO. The Contractor may utilize whichever GIS or CADD-based system they select to generate the files; however, the Contractor must submit metadata identifying software type used, version, file format type, date, and other information required to catalog those files with sufficient specificity to allow satisfactory transfer to other ERP users. All spatial data should be consistent with the most current installation map. Details about the current map and meta data guidelines may be obtained by contacting the PETRO Response Line at 402-221-7752.

Electronic data files are used during the project to evaluate progress and quality. The usefulness of the data deliverable is significantly diminished if it is not timely. ERPIMS submissions shall be received at the PETRO Service Center no later than **90 days** after sample collection. These ERPIMS data submissions will be made to USACE Omaha District directly. Two complete copies of the submittal as specified in Appendix E of the ERPIMS 98 Data Loading Handbook (DLH) Version 4.0 [October 1997] (reference 10), should be mailed to the PETRO Service Center, ATTN Michael Watson CENWO-ED-GC. A copy of the transmittal letter should be sent to the USACE Project Manager to document submission receipt. USACE will forward acceptable Air Force project data files to the AFCEE ERPIMS central archive. Projects conducted at locations other than active Air Force installations will be maintained at the Omaha District.

USACE Omaha District will enforce strict compliance with the 90-day deliverable deadline and will look favorably upon quicker turnaround of electronic submissions. The electronic submissions are considered to be part of the analytical data package, and failure to meet these deliverable deadlines will be construed as a failure to meet appropriate standards of project performance, and will result in withholding payment for the analytical data package until such time as the package is complete.

In all other respects, the ERPIMS deliverables will be consistent with the requirements of the ERPIMS 98 Data Loading Handbook (DLH) Version 4.0 [October 1997] (reference 10), and the requirements of the DLH are incorporated by reference in this Scope of Services. CENWO expects the Contractor to perform their own automated or semi-automated quality checks on electronic data submissions above and beyond the format-based screening provided by the most current data-loading tool, which can be downloaded at http://www.afcee.brooks.af.mil/ms/msc_irp.asp. Especially when bringing a new subcontract laboratory on line, the Contractor must check the *contents* of the data files to ensure that they accurately reflect the hard copy reports, report correct analyte lists, units, etc., and provide the complete set of QC sample results specified in the QAPP. CENWO can assist Contractors who have concerns or questions about their electronic deliverables.

2.3. Engineering Support and Remedial Design -

The Contractor may be required to provide a wide variety of incidental engineering services to support remediation/response actions. The extent of the engineering services will be described in detail in each individual task order and may include but are not limited to structural, mechanical, electrical, architectural, geotechnical, geological, civil, environmental, cost engineering, constructability reviews, and other engineering support. The successful Contractor shall perform all necessary planning, fieldwork, and prepare all engineering documents identified in the Task Order. Engineering documents shall be representative of industry or Government standards for drawings and specifications or by performance specifications. Engineering documents produced by the Contractor shall be stamped by a licensed Professional Engineer, if

required in the task order Scope of Work, and shall be submitted to the USACE Project Manager for approval. Engineering documents may include, but not be limited to:

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

Performance specifications or completely edited Government furnished guide specifications;

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

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

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

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

Record drawings, modifications or as-built drawings;

Constructability reviews;

Other engineering and technical support may include:

Technical expertise or expert testimony during regulatory negotiations;

Securing permits as required;

Liaison and interface with regulatory agencies; and

Resolution of problems during response actions.

GEOTECHNICAL TESTING. The laboratory to be used by the Contractor shall be Corps of Engineers approved as in accordance with ER 1110-1-261 Validation of Geotechnical Laboratories. The types of laboratory services anticipated under this contract include, but are not limited to, mechanical analysis (sieve analysis), hydrometer analysis, Atterberg Limits, soils classifications, permeability, standard and modified proctor tests and relative density tests. The Proposal shall identify the prime laboratory and secondary laboratory (ies) to be used for this type of Contract work.

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

Response actions may or may not be performed in conjunction with investigation and engineering support depending on the individual task order requirements. The requirements related to response actions will be described in detail in individual task orders. The successful Contractor shall perform all necessary planning, fieldwork, and implementation of the response action requirements identified. The Contractor selected for this work shall have the capability

and experience to perform a wide range of investigations, response actions and removals for HTRW sites including, but not limited to:

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

On-Site treatment using a variety of technologies;

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

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

Preparation of manifests for customer signature;

Installation of all support facilities; including facilities needed by the contractor such as an office trailer, onsite laboratory, or supply trailer;

Preparation of all applicable Operation and Maintenance (0&M) Manuals and associated training of facility personnel for equipment installed;

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

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

3. Key Management Personnel-

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

The Contractor must identify the key management personnel to be assigned to the Contract by name, position, and firm (if other than prime contractor with address (city/state) where the firm is located) in the organization chart. The resumes will be evaluated to determine whether the individuals meet the minimum qualifications and experience necessary to perform their roles and responsibilities under this Contract. The key management personnel include:

3.1. Program Manager - The Program Manager shall be competent, experienced, and knowledgeable in the field of HTRW. The Contractor shall designate a Program Manager to act as a single point of contact (POC) for coordination with USACE. The Program Manager shall be responsible for the overall management of the contract including cost, schedule, and technical quality. The Program Manager shall take immediate corrective action when performance is not acceptable to USACE. The 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.

3.2. Contractor Quality Control Supervisor - The QCS shall have appropriate education and experience in the specialized area identified in the Task Order, e.g., chemistry, geology, or hydrogeology. The QCS is responsible to insure compliance with the requirements identified in the statement of work and the Contractor Quality Control Plan. These persons shall be stationed at the project site whenever work is in progress. The need for an on-site QCS will be defined in the Scope of Work for the project specific Task Order. TheQCS 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.

Formal education or training in field sampling at HTRW.

Experience with QA/QC for remedial design and actions.

3.3. Certified Industrial Hygienist - The certified industrial hygienist (CIH) shall 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.

3.4. Contracts Manager – The Contracts Manager shall 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.

4. Other Key Personnel

The Contractor must identify other key personnel to be assigned to the Contract by name, position, and firm (if other than prime contractor with address (city/state) where the firm is located) in the organization chart. The resumes will be evaluated to determine whether the individuals meet the minimum qualifications and experience necessary to perform their roles and responsibilities under this Contract. The other key personnel are as follows:

4.1. Project Manager(s) (PM)– For each Task Order issued, the Contractor shall designate a PM. 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.

4.2 Regulatory Specialist - 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, the Contractor's approved Site Safety and Health Plan (SSHP), Quality Assurance Project Plan (QAPP), Sampling Analysis Plan regulations. The Regulatory Specialist shall coordinate review and approval procedures for all manifests. The Regulatory Specialist should have the following qualifications:

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

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

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

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

The capability to identify all required permits.

4.3 Safety and Health Officer (SSHO) - The SSHO shall ensure that all elements of the approved SSHP are implemented and enforced on-site. The qualifications of the SSHO should include:

A minimum of two (2) years working experience at hazardous waste sites where EPA Level C and Level B personal protective equipment was required.

Specialized training in personal and respiratory protective equipment, program implementation, and in proper use of air monitoring instruments, air sampling methods, and interpretation of results.

Certification of training in First Aid and CPR by a recognized organization such as the American Red Cross.

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

4.4 Risk Assessor/Toxicologist - The Risk Assessor/Toxicologist shall be responsible for the evaluation of risk as related to all pathways for soils, groundwater, air, surface waters, sediments for both human and ecological receptors. The Risk Assessor/Toxicologist shall ensure that all risk assessment goals of the task order for human health and ecological are attained. The Risk Assessor/Toxicologist should have :

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

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

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

4.5. Senior Geologist or Hydrogeologist or 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 utilitze 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 qualifications of the seniorgeologist/hydrogeologist/geophysicist should include:

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.

4.6. 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).

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

5. Other Personnel –

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

Scientist 1 – General: This individual should have as a minimum an education in a physical or natural science scientific discipline.

Scientist 2 – General: This individual should have as a minimum an education a physical or natural science discipline with at least three (3) years of experience in HTRW .

Scientist 3 – General: This individual should have as a minimum an education in a physical or natural science discipline with at least seven (7) years of experience in HTRW and a professional registration in the discipline.

6. Engineering

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

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

Engineer 2 – General: This individual shall have as a minimum an education in the specified engineering discipline with at least three (3) years of experience in HTRW activities

Engineer 3 – General: This individual shall have as a minimum an education in the specified engineering discipline with at least seven (7) years of experience in HTRW work and professional registration in the specified discipline.

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Specific engineering disciplines include:

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

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

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

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

6.5. Geotechnical Engineer - The Contractor shall have the capability to provide geotechnical support, including but not limited to the performance of both in-situ drilling/back hoe operations for geotechnical and chemical laboratory soil testing and analyses to determine chemical and physical soil characteristics. The Contractor or subcontractor shall be able to interpret the results of such testing and analyses, be able to utilize the results as a basis for ensuring the remedial system is designed, constructed, operated and maintained properly, and also determine the effectiveness of the remedial system in accordance with the original design. The geological requirements related to the remedial action will be described in each individual Task Order. The Geotechnical Engineer will have a college degree in civil engineering (soil mechanics, materials or related specialty), geological engineering, or related field.

7. Field Staff -

All field personnel, including but not limited to those listed above, shall meet the training, medical surveillance, and safety and health program requirements specified in OSHA standard 29 CFR 1910.120 as appropriate for the specific site. The Contractor shall ensure that all personnel involved in the performance of the work meet the above safety and health requirements and that adequate documentation is available, for the Contracting Officer's review. If adequate documentation is not made available personnel shall not be allowed on-site. All field staff, both

Contractor and subcontractor personnel are responsible for understanding and complying with all requirements of the task order scope of work and the Contractor's approved Site Safety and Health Plan .

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

A minimum of three (3) years project superintendent experience at HTRW activities.

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

8. Government Support -

Any Government support will be identified in individual task orders.

9. Project Schedule -

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

10. Travel and Meetings -

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

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

11. Submittals -

11.1. Conference Notes -

The Contractor shall be responsible for taking notes and preparing the reports of all conferences. Conference notes shall be prepared in typed form and the original furnished to the

Government (within seven (7) workdays after date of conference) for concurrence and distribution to all attendees. This report shall include the following items as a minimum:

a) The date and place the conference was held with a list of attendees;

b) The roster of attendees shall include name, organization, and telephone number;

c) Comments made during the conference and decisions affecting criteria changes shall be recorded in the basic conference notes; and

d) Conference notes should document any augmentation of written comments.

11.2. Annotated Comments -

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

11.3. Confirmation Notices -

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

11.4. Technical and Regulatory Reports -

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

11.5. Partial Submittals -

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

11.6. Revisions and Addenda -

Prior to Government approval, review comments shall be incorporated by revising and reissuing affected pages. If major revisions are necessary, the entire document shall be resubmitted. Addenda sheets may make minor changes affecting only a few pages. The

affected pages shall have the revision number and date of correction on the bottom-right corner of the page. Any changes to the work plan shall be submitted under a cover sheet with a list of pages that have been revised. The revised pages the Contractor issues shall cover any additions or changes to the plans or reports. The addendum for the project plan shall be issued prior to the commencement of work for that phase.

11.7. Review of Progress and Technical Adequacy -

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

11.8. Distribution -

The Contractor is responsible for reproduction and distribution of all documents according to the Document Submittal Register. Documents shall be mailed via regular mail, a carrier service that will provide overnight service (if necessary), or they will be faxed/emailed, as specified in the task order.

12. Safety and Health -

12.1. General -

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

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

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

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

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

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

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

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

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

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

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

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

Army Regulations (AR) 40 series;

AR 200-1, Environmental Protection and Enhancement;

AR 385 series;

Engineer Regulations (ER) 385 series,

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

ER 1110-3-109;

ER 1165-2-132;

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

12.2. Safety and Health Program (SHP) -

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

12.3. Site Safety and Health Plan (SSHP) -

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

12.4. Health and Safety Design Analysis (HSDA) -

All designs for remediation of HTRW sites shall include a Health and Safety Design Analysis, as a chapter of the project design analysis. The HSDA shall address the site specific/hazard-specific, safety and health considerations and protective measures to be instituted for the tasks/operations to be undertaken during subsequent response actions at the site. This chapter shall fully describe and justify the safety and health requirements to be specified in the remedial action task order, including the decision logic used in their selection. The HSDA preparation and content is dependent upon the complexity of the response action and the type of

work. If it is not applicable to the project, the Contractor shall provide negative declaration and justification for exclusion.

12.5. Safety, Health, and Emergency Response Specifications -

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

13. Chemistry Technical Requirements -

The general chemistry requirements for this Contract are described in the *General Chemistry Supplement to the Scope of Services for Studies* dated November 2002 or the latest version. This guidance illustrates the nature of chemistry requirements to be accomplished in the chemistry related tasks identified in the site-specific task orders to ensure that legally defensible data are obtained. The supplement requirements are applicable to the Contractor and any subcontractors. All work shall be performed in accordance with the *General Chemistry Supplement* unless otherwise specified in the site-specific task order. If there are any differences between this supplement and the site-specific task order, the Contractor shall implement the site-specific instructions.

14. Geotechnical Requirements -

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

15. Environmental Protection Requirements -

The Contractor shall perform all work in a manner that minimizes the pollution of air, water or land and develop contingency measures for cleanup of any spills that may occur during performance of this contract. The allowability of spill correction costs incurred by the Contractor shall be determined by the contract clauses "Allowable Cost and Payment", "Insurance - Liability to Third Persons" and any other applicable clauses. The Contractor shall control noise and dust within reasonable limits or limits established by applicable federal, state, and local laws and regulations. A site survey may be required to identify any wetlands, endangered species, special habitat or other protected areas. Task Orders may include specific environmental protection requirements.

16. Manifesting, Transportation, and Disposal Requirements -

The Contractor shall review and/or develop information and implement the necessary manifesting, transportation and disposal criteria, procedures, and practices sufficient to protect personnel, the environment, and potential receptors from the chemical, physical, and/or biological hazards. All information necessary to file the Annual and/or Biennial reports for each project shall be prepared and submitted by the Contractor. The Contractor is responsible for certification of all manifests and total management of their transportation and disposal procedures including scheduling, control, and reporting. The Contractor's on-site person responsible for certification shall be trained as per 49 CFR 172.700. Task Order may include additional manifesting, transportation and disposal requirements

17. Public Relations -

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

18. Physical Security -

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

19. Security At Military Installations -

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

20. Cost Reimbursable Task Orders Requirements -

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

The form shall include but not be limited to a complete listing of the work expected to be performed on the period covered. It shall list all the plant, labor, and materials to be used and the estimated cost to complete the work planned for the next period. The Contractor shall also provide to the USACE COR and/or PM for approval, the projected home office/professional and management hours to be used on a task order for the following period.

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

21. Contractor Quality Control -

Contractor Quality Control (CQC) is the means by which the Contractor ensures that the work, to include that of subcontractors and suppliers, complies with the requirements of the contract. The control shall be adequate to cover all operations, including both on-site and off-site activities. The Contractor is

responsible for quality control and shall establish and maintain an effective quality control system. The quality control system shall consist of plans, procedures, and organization necessary to produce an end product that complies with governing regulations and contract task order requirements. The Contractor's quality control program shall include inspections and tests as described in the task orders.

Section E - Inspection and Acceptance

52.246-2 Inspection of Supplies -- Fixed-Price (Aug 1996) *(46.302)*

52.246-3 Inspection of Supplies -- Cost-Reimbursement (May 2001) *(46.303)*

52.246-4 Inspection of Services -- Fixed-Price (Aug 1996) *(46.304)*

52.246-5 Inspection of Services -- Cost-Reimbursement (Apr 1984) *(46.305)*

52.246-12 Inspection of Construction (Aug 1996) *(46.312)*

52.246-16 Responsibility for Supplies (Apr 1984) *(46.316)*

Section F - Deliveries and Performance

52.242-14 – Suspension of Work (Apr 1994) *(42.1305(a)*

52.242-15 – Stop-Work Order (Aug 1989) *(42.1305(b)(1))*

52.242-15 – Stop-Work Order Alternate I (Apr 1984) *(42.1305(b)(2))*

52.247-34 – F.o.b. -- Destination (Nov 1991) *(47.303-6(c))*

Section G - Contract Administration Data

1. INVOICING DATA:

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

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

Note: Offices/agencies other than identified in this Para 1.1 may be designated and authorized to receive invoices under specific task order(s), which will be identified in the task order(s) issued.

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

2. CONTRACT ADMINISTRATION DATA:

2.1. The contract will be administered by:

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

2.2. Contracting Officer Representative(s) will be appointed in writing by the Contracting Officer for the basic contract or individual task orders as deemed appropriate.

2.3. Contracting Officer information is:

douglas.e.hadley@usace.army.mil
402-221-4115

3. PAYMENT:

3.1. Payment will be made by:

U.S. Army Corps of Engineers
Accounting & Finance (CEFC-AO-P)
5722 Integrity Drive
Millington, TN 38504-5005

Note: Offices/agencies other than identified in this Para 3.1 may be designated to make payment under specific task order(s), which will be identified in the task order(s) issued.

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

4. INVOICES:

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

Section H - Special Contract Requirements

1. GENERAL INSURANCE REQUIREMENTS.

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

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

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

2. Clause Applications.

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

3. Federal Legal Holidays.

The following Federal Legal Holidays are observed by District and Project Offices identified under this contract and resulting task orders:

New Years Day	1 January
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

4. Wage Rates.

Since the place of performance is unknown for the basic contract, no wage decision/determination is provided. Applicable Department of Labor wage decisions/determinations will be provided to the contractor and made part of specific task orders that are subject to Davis-Bacon Act and/or Service Contract Act. The number of holidays specified on any applicable wage determination has priority over the holidays identified in Paragraph 4 above. Note: Davis-Bacon Act and Service Contract

Act Wage Determinations are, however, being provided for use when preparing cost proposal for the Sample Project as defined in Section J.

Section I - Contract Clauses

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

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

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

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

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

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

252.201-7000 – Contracting Officer's Representative (Dec 1991)

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

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

52.202-1 – Definitions (Dec 2001)

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

(a) Definitions. As used in this clause-

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

(i) Attempting to obtain;

(ii) Obtaining; or

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

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

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

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

(1) In a management or supervisory capacity on any DoD contract or first-tier subcontract;
(2) On the board of directors of any DoD contractor or first-tier subcontractor;
(3) As a consultant, agent, or representative for any DoD contractor or first-tier subcontractor; or
(4) In any other capacity with the authority to influence, advise, or control the decisions of any DoD contractor or subcontractor with regard to any DoD contract or first-tier subcontract.

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

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

(1) Employing a person under a prohibition specified in paragraph (b) of this clause; or
(2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor.

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

(1) Suspension or debarment;
(2) Cancellation of the contract at no cost to the Government; or
(3) Termination of the contract for default.

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

(1) The person involved;
(2) The nature of the conviction and resultant sentence or punishment imposed;
(3) The reasons for the requested waiver; and
(4) An explanation of why a waiver is in the interest of national security.

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

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

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

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

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

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

52.203-3 – Gratuities (Apr 1984)

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

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

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

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

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

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

252.204-7000 – Disclosure of Information (DEC 1991)

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

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

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

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

252.204-7003 - Control of Government Personnel Work Product (Apr 1992

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the Contractor.

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

(a) Definitions. As used in this clause-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) Definitions. As used in this provision-

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

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

(3) "Significant interest" means-

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

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

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

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

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

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

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

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

252.209-7002 - Disclosure of Ownership or Control by a Foreign Government (Sep 1994)

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

(1) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror's officers or a majority of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) "Entity controlled by a foreign government"-

(i) Means-

(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(B) Any individual acting on behalf of a foreign government.

(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

(3) "Foreign government" includes the state and the government of any country (other than the United States and its possessions and trust territories) as well as any political subdivision, agency, or instrumentality thereof.

(4) "Proscribed information" means-

(i) Top Secret information;

(ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone units (STU IIIs);

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmented Information (SCI).

(b) *Prohibition on award.* No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a).

(c) *Disclosure.* The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure

(Name and Phone Number with Country Code, City Code

and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity Controlled by a Foreign Government	Description of Interest, Ownership Percentage, and Identification of Foreign Government

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

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

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

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

52.211-10– Commencement, Prosecution, and Completion of Work(Apr 1984) Construction

52.211-13 – Time Extensions (Sept 2000)

252.215-7000 – Pricing Adjustments (DEC 1991)

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

252.215-7002 – Cost Estimating System Requirements (Oct 1998)

a) *Definition*. "Estimating system" means the Contractor's policies, procedures, and practices for generating estimates of costs and other data included in proposals submitted to customers in the expectation of receiving contract awards. Estimating system includes the Contractor's-

(1) Organizational structure;

(2) Established lines of authority, duties, and responsibilities;

(3) Internal controls and managerial reviews;

(4) Flow of work, coordination, and communication; and

(5) Estimating methods, techniques, accumulation of historical costs, and other analyses used to generate cost estimates.

(b) *General*.

(1) The Contractor shall establish, maintain, and comply with an estimating system that is consistently applied and produces reliable, verifiable, supportable, and documented cost estimates that are an acceptable basis for negotiation of fair and reasonable prices.

(2) The system should be-

(i) Consistent and integrated with the Contractor's related management systems; and

(ii) Subject to applicable financial control systems.

(c) *Applicability*. Paragraphs (d) and (e) of this clause apply if the Contractor is a large business and either-

(1) In its fiscal year preceding award of this contract, received Department of Defense (DoD) prime contracts or subcontracts, totaling $50 million or more for which cost or pricing data were required; or

(2) In its fiscal year preceding award of this contract-

(i) Received DoD prime contracts or subcontracts totaling $10 million or more (but less than $50 million) for which cost or pricing data were required; and

(ii) Was notified in writing by the Contracting Officer that paragraphs (d) and (e) of this clause apply.

(d) *System requirements*.

(1) The Contractor shall disclose its estimating system to the Administrative Contracting Officer (ACO) in writing. If the Contractor wishes the Government to protect the information as privileged or confidential, the Contractor must mark the documents with the appropriate legends before submission.

(2) An estimating system disclosure is acceptable when the Contractor has provided the ACO with documentation that-

(i) Accurately describes those policies, procedures, and practices that the Contractor currently uses in preparing cost proposals; and

(ii) Provides sufficient detail for the Government to reasonably make an informed judgment regarding the acceptability of the Contractor's estimating practices.

(3) The Contractor shall-

(i) Comply with its disclosed estimating system; and

(ii) Disclose significant changes to the cost estimating system to the ACO on a timely basis.

(e) *Estimating system deficiencies.*

(1) The Contractor shall respond to a written report from the Government that identifies deficiencies in the Contractor's estimating system as follows:

(i) If the Contractor agrees with the report findings and recommendations, the Contractor shall-

(A) Within 30 days, state its agreement in writing; and

(B) Within 60 days, correct the deficiencies or submit a corrective action plan showing proposed milestones and actions leading to elimination of the deficiencies.

(ii) If the Contractor disagrees with the report, the Contractor shall, within 30 days, state its rationale for disagreeing.

(2) The ACO will evaluate the Contractor's response and notify the Contractor of the determination concerning remaining deficiencies and/or the adequacy of any proposed or completed corrective action.

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

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

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

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

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

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

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

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

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

52.215-18 – Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (Oct 1997)

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

a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall --

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

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

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

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

52.216-7 – Allowable Cost and Payment (Dec 2002)

52.216-7 I – Allowable Cost and Payment Dec 2002) - Alternate I (Feb 1997)

52.216-8 – Fixed Fee (Mar 1997)

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

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

52.216-18 – Ordering (Oct 1995)

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

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

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

52.216-19 – Order Limitations (Oct 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $50, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor --

(1) Any order for a single item in excess of $4,000,000;

(2) Any order for a combination of items in excess of $4,000,000; or

(3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 – Indefinite Quantity (Oct 1995)

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

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

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

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

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

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

52.219-3 – Notice of Total HUBZone SetAside (Jan 1999)
52.219-8 – Utilization of Small Business Concerns (Oct 2000)
52.219-9 – Small Business Subcontracting Plan (Oct 2001)
52.219-14 – Limitations On Subcontracting (Dec 1996)
52.222-1 – Notice to the Government of Labor Disputes (Feb 1997)

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

52.222-3 – Convict Labor (Aug. 1996)

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

52.222-6 – Davis-Bacon Act (Feb 1995)

52.222-7 – Withholding of Funds (Feb 1988)

52.222-8 – Payrolls and Basic Records (Feb 1988)

52.222-9 – Apprentices and Trainees (Feb 1988)

52.222-10 – Compliance with Copeland Act Requirements (Feb 1988

52.222-11 – Subcontracts (Labor Standards) (Feb 1988)

52.222-12 – Contract Termination -- Debarment (Feb 1988)

52.222-13 – Compliance with Davis-Bacon and Related Act Regulations (Feb 1988)

52.222-14 – Disputes Concerning Labor Standards (Feb 1988)

52.222-15 – Certification of Eligibility (Feb 1988)

52.222-16 – Approval of Wage Rates (Feb 1988)

52.222-21 – Prohibition of Segregated Facilities (Feb 1999)

52.222-23 – Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (Feb 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade will be identified in appropriate task orders.

Goals for Female Participation for Each Trade will be identified in appropriate task orders.

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on

(1) Its implementation of the Equal Opportunity clause,

(2) Specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and

(3) Its efforts to meet the goals.

The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

(1) Name, address, and telephone number of the subcontractor;
(2) Employer's identification number of the subcontractor;
(3) Estimated dollar amount of the subcontract;
(4) Estimated starting and completion dates of the subcontract; and
(5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is the geographical areas where the contract is to be performed, giving the state, county, and city as identified in applicable task orders).

52.222-26 – Equal Opportunity (Apr 2002)

52.222-27 – Affirmative Action Compliance Requirements for Construction (Feb 1999)

52.222-35 – Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)

52.222-36 – Affirmative Action for Workers With Disabilities (Jun 1998)

52.222-37 – Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)

52.222-41 – Service Contract Act of 1965, as Amended (May 1989)

52.222-42 – Statement of Equivalent Rates for Federal Hires. (May 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C.5341 or 5332.

This Statement is for Information Only:
It is not a Wage Determination

Employee Class	**Monetary Wage -- Fringe Benefits**

52.222-44 – Fair Labor Standard Act and Service Contract Act--- Price Adjustment. (Feb 2002)

52.222-47 – Service Contract Act (SCA) Minimum Wages and Fringe Benefits (May 1989)

52.222-49 – Service Contract Act – Place of Performance Unknown (May 1989)

252.223-7001 – Hazard Warning Labels (Dec 1991)

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

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

(1) Federal Insecticide, Fungicide and Rodenticide Act;

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

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

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

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

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

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

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

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

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

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

(i) Inert components containing no explosives, propellants, or pyrotechnics;
(ii) Flammable liquids;
(iii) Acids;
(iv) Oxidizers;
(v) Powdered metals; or
(vi) Other materials having fire or explosive characteristics.

(b) Safety requirements.

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

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

(c) Noncompliance with the manual.

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

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

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

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

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

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

(1) Notify the Contracting Officer immediately;

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

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

(e) Contractor responsibility for safety.

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

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

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

(f) Contractor responsibility for contract performance.

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

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

(g) Subcontractors.

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

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

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

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

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

(4) The Contractor shall notify the Contracting Officer or authorized representative before issuing any subcontract when it involves ammunition or explosives. If the proposed subcontract represents a change in the place of performance, the Contractor shall request approval for such change in accordance with the clause of this contract entitled "Change in Place of Performance -- Ammunition and Explosives".

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

(a) Definitions.

(1) "Employee in a sensitive position," as used in this clause, means an employee who has been granted access to classified information; or employees in other positions that the Contractor determines

involve national security, health or safety, or functions other than the foregoing requiring a high degree of trust and confidence.

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

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

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

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

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

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

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

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

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

(A) When there is a reasonable suspicion that an employee uses illegal drugs; or
(B) When an employee has been involved in an accident or unsafe practice;
(C) As part of or as a follow-up to counseling or rehabilitation for illegal drug use;
(D) As part of a voluntary employee drug testing program.

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

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

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

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

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

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

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

52.223-10 – Waste Reduction Program (August 2000)

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

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

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

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

(c) Certifications.

(1) The Offeror certifies that-

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

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

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

Qualifying Country End Products	Line Item Number	Country of Origin

(List only qualifying country end products.)

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

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

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

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

(b) Prohibition on award. Section 8120 of the Department of Defense Appropriations Act for fiscal year 1999 (Pub. L. 105-262), as amended by Section 144 of Title I, Division C, of the Omnibus Consolidated and Emergency Supplemental Appropriations Act, 1999 (Pub. L. 105-277), prohibits the award of a contract under this

solicitation to any company in which the Director of Defense Procurement (Office of the Under Secretary of Defense (Acquisition, Technology, and Logistics)) has determined that the People's Republic of China or the People's Liberation Army of the People's Republic of China owns more than 50 percent interest.

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

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

(a) Definitions. As used in this clause-

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

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

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

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

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

52.225-9 - Buy American Act-Construction Materials (May 2002)

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

"Component" means an article, material, or supply incorporated directly into a construction material.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

"Domestic construction material" means--

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components.

Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

"Foreign construction material" means a construction material other than a domestic construction material.

"United States" means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) *Domestic preference.*

(1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows: _____ [*Contracting Officer to list applicable excepted materials or indicate ``none"*]

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act.

(1)

(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) *Data.* To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) *
Item 1			
Foreign construction material			
Domestic construction material			
Item 2			
Foreign construction material			
Domestic construction material			

[*List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.*]
[*Include other applicable supporting information.*]
[**Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]*

52.225-10 - Notice of Buy American Act Requirement-Construction Materials (May 2002)

(a) *Definitions.* "Construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act--Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) *Evaluation of offers.*

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) *Alternate offers.*

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d)

of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.
(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested-

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
(ii) May be accepted if revised during negotiations.

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

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

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

252.227-7000 – Non-Estoppel (OCT 1966)

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

252.227-7002 – Readjustment of Payments (OCT 1966)

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

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

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

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

(b) Definitions. As used in this clause:

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

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

(3) "Computer software" means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable

the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

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

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

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

(c) License rights.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

52.227-1 – Authorization and Consent (Jul 1995)

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

52.227-3 – Patent Indemnity (Apr 1984)

52.227-4 – Patent Indemnity – Construction Contracts (Apr 1984)

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

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

52.227-23 – Rights to Proposal Data (Technical) (Jun 1987)

52.228-2 – Additional Bond Security (Oct 1997)

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

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

52.228-11 – Pledges of assets (Feb 1992)

52.228-13 – Alternative Payment Protections (Jul 2000)

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

52.228-15 – Performance and Payments Bonds – Construction (Jul 2000)

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

(a) Definitions. As used in this clause -- Original contract price means the award price of the contract or, for requirements contracts, the price payable for the estimated quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

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

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

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

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

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

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

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

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

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

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

52.230-2 – Cost Accounting Standards (Apr 1998)

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

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

252.231-7000 – Supplemental Cost Principles (DEC 1991)

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

252.232-7005 – Reimbursement of Subcontractor Advance Payments--DoD Pilot Mentor-Protégé Program (SEP 2001)

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

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

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

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

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

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

52.232-1 – Payments (Apr 1984)

52.232-5 – Payments Under Fixed-Price Construction Contracts (Sep 2002)

52.232-8 – Discounts for Prompt Payment (Feb 2002)

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

52.232-11 – Extras (Apr 1984)

52.232-16 – Progress Payments (Dec 2002)

52.232-16 I – Progress Payments (Dec 2002) – Alternate I (Mar 2000)

52.232-17 – Interest (Jun 1996)

52.232-20 - Limitation of Cost (Apr 1984)

52.232-22 – Limitation of Funds (Apr 1984)

52.232-23 – Assignment of Claims (Jan 1986)

52.232-25 – Prompt Payment (Feb 2002)

52.232-27 – Prompt Payment for Construction Contracts (Feb 2002)

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

52.233-1 I – Disputes (Jul 2002) – Alternate I (Dec 1991)

52.233-3 – Protest After Award (Aug. 1996) – Alternate I (Jun 1985)

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

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

(b) The price breakdown-

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

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

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

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

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

252.236-7001- Contract Drawings and Specifications (Aug 2000)

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

(b) The Contractor shall-

(1) Check all drawings furnished immediately upon receipt;
(2) Compare all drawings and verify the figures before laying out the work;
(3) Promptly notify the Contracting Officer of any discrepancies;
(4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
(5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

(1) Large-scale drawings shall govern small-scale drawings; and
(2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

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

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

Title	File	Drawing No.

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

52.236-2 – Differing Site Conditions (Apr 1984)

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

52.236-4 – Physical Data (Apr 1984)

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

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations.
(b) Weather conditions.
(c) Transportation facilities.
(d)Other.pertinent information.

Note: Applicable information will be listed in individual task orders.

52.236-5 – Material and Workmanship (Apr 1984)

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

52.236-7 – Permits and Responsibilities (Nov 1991)

52.236-8 – Other Contracts (Apr 1984)

52.236-9 – Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements

(Apr 1984)

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

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

52.236-12 – Cleaning Up (Apr 1984)

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

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

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

52.236-17 – Layout of Work (Apr 1984)

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

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

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

52.236-26 – Preconstruction Conference (Feb 1995)

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

52.237-3 – Continuity of Services (Jan 1991)

252.239-7002 – Access (DEC 1991)

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

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

252.242-7000 – Postaward Conference (Dec 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5.

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

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

(1) Planning and control of costs;

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

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

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

(1) Establishing the time-phased budgeted cost of work scheduled (including work authorization, budgeting, and scheduling), the budgeted cost for work performed, the actual cost of work performed, the budget at completion, the estimate at completion, and provisions for subcontractor performance measurement and reporting;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

52.242-13 – Bankruptcy (Jul 1995)

52.242-14 – Suspension of Work (Apr 1984)

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

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

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

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

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

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

_____
(Official's Name)

_____
(Title)

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

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

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

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

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

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

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

52.243-2 I – Changes – Cost-Reimbursement (Aug 1987) – Alternate I (Apr 1984)

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

52.243-4 – Changes (Aug 1987)

52.244-2 – Subcontracts (Aug 1998).

52.244-5 – Competition in Subcontracting (Dec 1996)

52.244-6 – Subcontracts for Commercial Items (May 2002)

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

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

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

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

(c)

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

(i) 52.219-8, Utilization of Small Business Concerns (Oct 200) (15 U.S.C. 637(d)(2)(3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed $500,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

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

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

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

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

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

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

(a) The Contractor shall provide an annual report-

(1) For all DoD property for which the Contractor is accountable under the contract;
(2) Prepared in accordance with the requirements of DD Form 1662, DoD Property in the Custody of Contractors, or approved substitute, including instructions on the reverse side of the form;
(3) In duplicate, to the cognizant Government property administrator, no later than October 31.

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

52.245-1 – Property Records (Apr 1984)

52.245-2 – Government Property (Fixed-Price Contracts) (Dec 1989) – Alternate I (Apr 1984)

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

52.245-5 – Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour

Contracts) (Jan 1986)**52.246-4 -- Inspection of Services -- Fixed-Price. (Aug. 1996)**

52.246-12 – Inspection of Construction (Aug 1996)

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

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

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

52.248-1 – Value Engineering (Feb 2000)

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

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

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

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

52.249-6 – Termination (Cost-Reimbursement) (Sep 1996)

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

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

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

52.249-14 – Excusable Delays (Apr 1984)

52.251-1 – Government Supply Sources (Apr 1984)

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

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

52.253-1 – Computer Generated Forms (Jan 1991)

Section J - List of Attachments

Attachment 1. Sample Project.

Attachment 2. Service Contract Act Wage Rates / Statement of Equivalent Federal Wage Rates.

Attachment 3. Davis Bacon Wage Rates.

Attachment 4. Previous Experience Form.

Attachment 5. Owner/Client Past Performance Survey.

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 and any supporting information developed by the contractor shall be no longer than three pages, 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 safey 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 ¼" ID hollow stem augers. Each monitoring well shall have a 10-foot long, 10-slot, continuous slot Schedule 40 PVC screen. All joins 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-iinch 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.

WBS No.	Task Description	Total Hours	Direct Labor Cost	Labor Burdens	Total Labor Cost	Equip.	Materials	Sub-Contr.	Other Direct Cost	Travel	G&A %	G&A on Non Labor Items	Total Cost
1	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	

SERVICE CONTRACT ACT WAGE RATES

WAGE DETERMINATION NO: **94-2325** REV (24) AREA: NE,OMAHA
REGISTER OF WAGE DETERMINATIONS UNDER U.S. DEPARTMENT OF LABOR
FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL

WASHINGTON D.C. 20210

Wage Determination No.: 1994-2325

William W.Gross Division of | Revision No.: 24
Director Wage Determinations| Date Of Last Revision: 06/07/2002

States: Iowa, Nebraska
Area: Iowa Counties of Adams, Buena Vista, Cass, Cherokee, Clay, Crawford, Dickinson, Fremont, Harrison, Ida, Lyon, Mills, Monona, Montgomery, Obrien, Osceola, Page, Plymouth, Pottawattamie, Sac, Shelby, Sioux, Woodbury
Nebraska Counties of Burt, Butler, Cass, Cedar, Colfax, Cuming, Dakota, Dixon, Dodge, Douglas, Gage, Johnson, Lancaster, Madison, Nemaha, Otoe, Pawnee, Pierce, Richardson, Sarpy, Saunders, Stanton, Thurston, Washington, Wayne

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	11.26
Accounting Clerk II	12.04
Accounting Clerk III	14.76
Accounting Clerk IV	18.73
Court Reporter	12.23
Dispatcher, Motor Vehicle	15.43
Document Preparation Clerk	9.82
Duplicating Machine Operator	9.82
Film/Tape Librarian	9.72
General Clerk I	8.92
General Clerk II	10.40
General Clerk III	13.10
General Clerk IV	17.51
Housing Referral Assistant	15.15
Key Entry Operator I	10.05
Key Entry Operator II	11.86
Messenger (Courier)	8.93
Order Clerk I	10.36
Order Clerk II	11.07
Personnel Assistant (Employment) I	12.68
Personnel Assistant (Employment) II	13.04
Personnel Assistant (Employment) III	17.58
Personnel Assistant (Employment) IV	18.45
Production Control Clerk	14.20
Rental Clerk	10.38
Scheduler, Maintenance	12.01
Secretary I	11.18
Secretary II	12.69
Secretary III	15.15
Secretary IV	19.15
Secretary V	20.72

Service Order Dispatcher	13.57
Stenographer I	10.78
Stenographer II	13.09
Supply Technician	19.15
Survey Worker (Interviewer)	10.61
Switchboard Operator-Receptionist	9.93
Test Examiner	12.69
Test Proctor	12.69
Travel Clerk I	8.81
Travel Clerk II	9.36
Travel Clerk III	9.94
Word Processor I	9.45
Word Processor II	10.74
Word Processor III	10.93
Automatic Data Processing Occupations	
Computer Data Librarian	10.00
Computer Operator I	11.24
Computer Operator II	13.26
Computer Operator III	18.84
Computer Operator IV	19.34
Computer Operator V	21.46
Computer Programmer I (1)	18.90
Computer Programmer II (1)	22.46
Computer Programmer III (1)	26.13
Computer Programmer IV (1)	27.62
Computer Systems Analyst I (1)	23.03
Computer Systems Analyst II (1)	27.62
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	13.26
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	16.05
Automotive Glass Installer	15.09
Automotive Worker	15.09
Electrician, Automotive	15.57
Mobile Equipment Servicer	13.96
Motor Equipment Metal Mechanic	16.05
Motor Equipment Metal Worker	15.09
Motor Vehicle Mechanic	14.75
Motor Vehicle Mechanic Helper	13.32
Motor Vehicle Upholstery Worker	14.45
Motor Vehicle Wrecker	15.09
Painter, Automotive	15.09
Radiator Repair Specialist	14.06
Tire Repairer	13.49
Transmission Repair Specialist	16.05
Food Preparation and Service Occupations	
Baker	9.70
Cook I	9.05
Cook II	9.70
Dishwasher	7.23
Food Service Worker	7.23
Meat Cutter	11.16
Waiter/Waitress	7.74

Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	15.57
Furniture Handler	11.72
Furniture Refinisher	15.57
Furniture Refinisher Helper	13.32
Furniture Repairer, Minor	14.45
Upholsterer	15.57
General Services and Support Occupations	
Cleaner, Vehicles	8.34
Elevator Operator	8.86
Gardener	10.90
House Keeping Aid I	7.31
House Keeping Aid II	9.23
Janitor	8.71
Laborer, Grounds Maintenance	9.33
Maid or Houseman	7.33
Pest Controller	10.57
Refuse Collector	9.57
Tractor Operator	10.48
Window Cleaner	9.23
Health Occupations	
Dental Assistant	12.02
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	13.17
Licensed Practical Nurse I	12.65
Licensed Practical Nurse II	14.22
Licensed Practical Nurse III	15.90
Medical Assistant	10.45
Medical Laboratory Technician	12.24
Medical Record Clerk	12.78
Medical Record Technician	14.41
Nursing Assistant I	8.23
Nursing Assistant II	9.25
Nursing Assistant III	10.10
Nursing Assistant IV	11.33
Pharmacy Technician	11.38
Phlebotomist	12.45
Registered Nurse I	15.77
Registered Nurse II	19.24
Registered Nurse II, Specialist	19.31
Registered Nurse III	23.30
Registered Nurse III, Anesthetist	21.49
Registered Nurse IV	27.88
Information and Arts Occupations	
Audiovisual Librarian	16.39
Exhibits Specialist I	14.97
Exhibits Specialist II	17.27
Exhibits Specialist III	20.45
Illustrator I	14.58
Illustrator II	16.82
Illustrator III	19.91
Librarian	19.06
Library Technician	12.47
Photographer I	12.47

Photographer II	14.28
Photographer III	16.75
Photographer IV	19.26
Photographer V	23.69
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	7.48
Counter Attendant	7.48
Dry Cleaner	8.54
Finisher, Flatwork, Machine	7.48
Presser, Hand	7.48
Presser, Machine, Drycleaning	7.48
Presser, Machine, Shirts	7.48
Presser, Machine, Wearing Apparel, Laundry	7.48
Sewing Machine Operator	8.69
Tailor	9.63
Washer, Machine	8.10
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	16.40
Tool and Die Maker	18.60
Material Handling and Packing Occupations	
Forklift Operator	12.52
Fuel Distribution System Operator	15.89
Material Coordinator	14.03
Material Expediter	14.03
Material Handling Laborer	12.00
Order Filler	10.69
Production Line Worker (Food Processing)	13.19
Shipping Packer	12.34
Shipping/Receiving Clerk	11.35
Stock Clerk (Shelf Stocker; Store Worker II)	11.76
Store Worker I	9.34
Tools and Parts Attendant	12.35
Warehouse Specialist	12.35
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	16.05
Aircraft Mechanic Helper	13.32
Aircraft Quality Control Inspector	17.68
Aircraft Servicer	14.89
Aircraft Worker	15.09
Appliance Mechanic	17.22
Bicycle Repairer	13.49
Cable Splicer	17.12
Carpenter, Maintenance	15.80
Carpet Layer	16.60
Electrician, Maintenance	18.89
Electronics Technician, Maintenance I	16.63
Electronics Technician, Maintenance II	23.29
Electronics Technician, Maintenance III	23.63
Fabric Worker	14.88
Fire Alarm System Mechanic	17.12
Fire Extinguisher Repairer	14.04
Fuel Distribution System Mechanic	17.66
General Maintenance Worker	15.09

Heating, Refrigeration and Air Conditioning Mechanic	17.68
Heavy Equipment Mechanic	16.55
Heavy Equipment Operator	16.55
Instrument Mechanic	17.12
Laborer	9.90
Locksmith	16.55
Machinery Maintenance Mechanic	16.82
Machinist, Maintenance	16.30
Maintenance Trades Helper	13.32
Millwright	16.96
Office Appliance Repairer	17.51
Painter, Aircraft	16.89
Painter, Maintenance	15.57
Pipefitter, Maintenance	21.23
Plumber, Maintenance	20.59
Pneudraulic Systems Mechanic	17.12
Rigger	17.12
Scale Mechanic	15.74
Sheet-Metal Worker, Maintenance	19.29
Small Engine Mechanic	15.09
Telecommunication Mechanic I	17.88
Telecommunication Mechanic II	21.19
Telephone Lineman	17.44
Welder, Combination, Maintenance	16.05
Well Driller	16.05
Woodcraft Worker	17.12
Woodworker	13.96
Miscellaneous Occupations	
Animal Caretaker	8.51
Carnival Equipment Operator	10.00
Carnival Equipment Repairer	10.40
Carnival Worker	7.23
Cashier	7.97
Desk Clerk	9.75
Embalmer	20.27
Lifeguard	9.42
Mortician	20.21
Park Attendant (Aide)	11.84
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	11.20
Recreation Specialist	13.53
Recycling Worker	12.65
Sales Clerk	9.86
School Crossing Guard (Crosswalk Attendant)	9.15
Sport Official	9.42
Survey Party Chief (Chief of Party)	19.86
Surveying Aide	10.73
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	13.20
Swimming Pool Operator	11.36
Vending Machine Attendant	11.70
Vending Machine Repairer	13.04
Vending Machine Repairer Helper	11.70
Personal Needs Occupations	
Child Care Attendant	8.63

Child Care Center Clerk	13.10
Chore Aid	8.28
Homemaker	15.23
Plant and System Operation Occupations	
Boiler Tender	16.06
Sewage Plant Operator	16.16
Stationary Engineer	16.06
Ventilation Equipment Tender	13.32
Water Treatment Plant Operator	16.16
Protective Service Occupations	
Alarm Monitor	12.46
Corrections Officer	15.21
Court Security Officer	15.21
Detention Officer	15.21
Firefighter	15.21
Guard I	9.36
Guard II	15.13
Police Officer	19.49
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	14.45
Hatch Tender	13.64
Line Handler	13.58
Stevedore I	13.83
Stevedore II	14.81
Technical Occupations	
Air Traffic Control Specialist, Center (2)	28.21
Air Traffic Control Specialist, Station (2)	19.46
Air Traffic Control Specialist, Terminal (2)	21.43
Archeological Technician I	13.42
Archeological Technician II	15.00
Archeological Technician III	18.58
Cartographic Technician	22.13
Civil Engineering Technician	18.28
Computer Based Training (CBT) Specialist/ Instructor	23.03
Drafter I	11.09
Drafter II	14.86
Drafter III	16.74
Drafter IV	19.69
Engineering Technician I	12.10
Engineering Technician II	14.92
Engineering Technician III	17.21
Engineering Technician IV	22.17
Engineering Technician V	22.53
Engineering Technician VI	27.71
Environmental Technician	17.97
Flight Simulator/Instructor (Pilot)	27.62
Graphic Artist	19.90
Instructor	17.16
Laboratory Technician	15.30
Mathematical Technician	19.09
Paralegal/Legal Assistant I	12.62
Paralegal/Legal Assistant II	16.38
Paralegal/Legal Assistant III	20.03

Paralegal/Legal Assistant IV	24.23
Photooptics Technician	17.98
Technical Writer	21.70
Unexploded (UXO) Safety Escort	17.93
Unexploded (UXO) Sweep Personnel	17.93
Unexploded Ordnance (UXO) Technician I	17.93
Unexploded Ordnance (UXO) Technician II	21.70
Unexploded Ordnance (UXO) Technician III	26.01
Weather Observer, Combined Upper Air and Surface Programs (3)	16.39
Weather Observer, Senior (3)	16.86
Weather Observer, Upper Air (3)	16.39
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	12.96
Parking and Lot Attendant	7.37
Shuttle Bus Driver	10.05
Taxi Driver	8.25
Truckdriver, Heavy Truck	14.21
Truckdriver, Light Truck	10.05
Truckdriver, Medium Truck	16.50
Truckdriver, Tractor-Trailer	16.35

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:
HEALTH & WELFARE: $2.15 an hour or $86.00 a week or $372.67 a month
VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, 4 weeks after 15 years, and 5 weeks after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)
HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)
THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):
1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).
HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordance, explosives, and

pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.
A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordance, explosives, and incendiary material differential pay.
** UNIFORM ALLOWANCE **
If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:
The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.
** NOTES APPLYING TO THIS WAGE DETERMINATION **
Source of Occupational Title and Descriptions:
The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.
REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444
(SF 1444)}
Conformance Process:
The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming

process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

DAVIS-BACON WAGE RATES

General Decision Number NE020001
Superseded General Decision No. NE010001
State: Nebraska Construction Type:
HEAVY HIGHWAY
County(ies):
DOUGLAS SAUNDERS
SARPY WASHINGTON
HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects, and railroad construction; bascule, suspension & spandrel arch bridges; bridges designed for commercial navigation; bridges involving marine construction; other major bridges)
SAUNDERS COUNTY (EAST OF HWY. #109 EXTENDED NORTH AND SOUTH TO THE COUNTY LINE)

Modification Number	Publication Date
0	03/01/2002
1	03/08/2002
2	08/09/2002

COUNTY(ies):
DOUGLAS SAUNDERS
SARPY WASHINGTON

CARP0444B 10/01/2001

	Rates	Fringes
CARPENTER; PILEDRIVER	18.85	6.39

ELEC0022B 06/01/2001

	Rates	Fringes
DOUGLAS AND SARPY COUNTIES; SAUNDERS COUNTY (east of Hwy. #109 and north of U.S. Alternate Highway No. 30 (Route 92)); AND WASHINGTON COUNTY:		
ELECTRICIAN	24.25	3.75% + 7.57

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* ELEC0265A 07/01/2002

	Rates	Fringes
SAUNDERS COUNTY (east of Hwy. #109 and south of U.S. Alternate Hwy. No. 30 (Route 92)):		
ELECTRICIAN:		
Zone 1	20.63	4.5% + 6.13
Zone 2	20.93	4.5% + 6.13
Zone 3	21.23	4.5% + 6.13
Zone 4	21.63	4.5% + 6.13

FOOTNOTE:
Work on scaffolds, hanging scaffolds, boatswains chairs or ladders, etc., in any area where the worker is in a position to fall 40 ft. or more, or where objects above the worker can fall 40 ft. or more: to be paid one and one-half times the straight-time rate of pay.
ZONE DEFINITIONS:

Zone 1: 0 to 35 miles from the main Post Office in Lincoln, NE Zone 2: 36 to 50 miles from the main Post Office in Lincoln, NE Zone 3: 51 to 75 miles from the main Post Office in Lincoln, NE Zone 4: 76 miles and over from the main Post Office in Lincoln, NE ----------

ELEC1525A 01/01/2002

	Rates	Fringes
LINE CONSTRUCTION:		
LINE TECHNICIANS:		
Line technician	22.87	27.75%+2.45
Cable splicer; Line welder	24.59	27.75%+2.45
Line equipment operator	20.53	27.75%+2.45
Truck driver	16.42	27.75%+2.45
Ground person	14.80	27.75%+2.45

ELEC1525C 09/01/2000

	Rates	Fringes
TRAFFIC SIGNAL, STREET LIGHT AND UNDERGROUND WORK:		
Line technician	21.99	27.75%+2.00
Cable splicer; Line welder	23.64	27.75%+2.00
Equipment operator	19.74	27.75%+2.00
Truck driver	15.79	27.75%+2.00
Ground person	14.23	27.75%+2.00

ENGI0571C 04/01/2001

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
Oiler, greaser, air compressor, welding machine, pump, roller, forklift, hydrohammer, pug mill, concrete pump, cure and tyne machine, rubber-tired farm tractor	14.04	3.85
Off-road heavy hauler, Rough Roller dozer, rough blade, Ferguson-type tractors (Workbull with high tecco), asphalt roller	17.71	3.85
One and two drum hoists, tugger, trencher, concrete spreader & finishing machine, dozer loader, spread oiler, bantam-type tamper, rubber-tired tractor backhoe, oil distributor-finish roller dozer	19.26	3.85
Trimmer, crane, backhoe, mechanic, slip form paver, asphalt plant-concrete plant, laydown machine, concrete pump truck, finish blade, scraper	19.98	3.85

FOOTNOTES:

Operation of an articulating, Pitman type boom truck with single axle truck and lift capacity of less than 5,000 lbs., used to put construction materials in place: 90% of the group 2 rate.

When two (2) scraper units or two push cat units capable of

operating separately are hooked together in tandem for single operation, the operator shall receive twenty-five cents ($0.25) over the classification worked.

When air compressors are used for operating the hammer when pulling or driving pile and the compressor operator is required to operate the air valve for such hammer, such compressor operator shall receive the top wage rate.

Operators working in tunnels and caverns under compressed or free air shall receive forty cents ($0.40) above their classification.

Hazardous waste removal work requiring the wearing of personal protective equipment and/or suits, to be paid as follows:

Class A: $3.00 additional per hour
Class B: 2.00 additional per hour
Class C: 1.00 additional per hour
Class D: no premium pay.

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* IRON0021C 06/01/2002

	Rates	Fringes
IRONWORKER	21.45	7.02

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* LABO1140D 06/01/2002

	Rates	Fringes
DOUGLAS AND SARPY COUNTIES; SAUNDERS COUNTY (east of Hwy. #109):		
LABORERS:		
Sanitary improvement work:		
General laborer	15.71	3.90
Mortar mixer, concrete saw operator, pipelayer and chain saw operator	16.00	3.90
Form setter, pre-cast manhole setter, inlet builder	16.44	3.90
All other work:		
General laborer	13.30	3.90
Mortar mixer, concrete saw operator, pipelayer and chain saw operator	13.59	3.90
Form setter, pre-cast manhole setter, inlet builder	14.05	3.90

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* LABO1140G 06/01/2002

	Rates	Fringes
WASHINGTON COUNTY:		
LABORERS:		
General laborer	12.30	3.90
Mortar mixer, concrete saw operator, pipelayer and chain saw operator	12.59	3.90
Form setter, pre-cast manhole setter, inlet builder	13.05	3.90

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* PAIN0081J 06/01/2002

	Rates	Fringes

PAINTER	19.41	3.77

FOOTNOTES:

Work performed above 75 ft. on suspended staging: $.50 per hour additional.

Spray machine operator: $.50 per hour additional.

Nozzle operator for sandblasting and waterblasting (waterblasting more than 10,000 PSI) (including all side arm grinder operators engaged in removing paint or preparing for painting): $.50 per hour additional.

SUNE2001A 12/20/1988

	Rates	Fringes
CEMENT MASON	13.62	3.00

SUNE2005A 08/05/1993

	Rates	Fringes
SPRINKLER INSTALLER (LAWN)	5.15	

TEAM0554A 01/01/2002

	Rates	Fringes
TRUCK DRIVERS:		
Low boy driver	16.82	4.30
All other work	15.57	4.30

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

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed. With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue. 3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

MINORITY % IS 7.6%
FEMALE % IS 6.9%

PREVIOUS EXPERIENCE FORM

SOLICITATION NO. DACA45-03-R-0019 **PROJECT NO.: _____**

ENVIRONMENTAL REMEDIATION SERVICES
PROJECT EXPERIENCE FORM

Please provide a completed form for each project for which experience is being claimed (Offeror fills out this section).

Name of Offeror: _____

Name of Project: _____

Location of Project: _____

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

Was the offeror the prime contractor or subcontractor? _____

If the offeror was the prime contractor, please explain primary role/duties:
_____
_____
_____

Was Project a cost reimbursement type or firm-fixed price contract?
_____

Brief Description of Project (Offeror can add attachment provided page count is not exceeded.)
_____
_____
_____
_____
_____
_____

Contract Amount at Award: _____ Final Contract Amount: _____

Amount added by Modification: _____

Multiple Interim Schedule Milestones (to include scheduled start date):

_____
_____
_____
_____

Original Contract Completion Date: _____ Final Contract Completion Date:_____

Actual Completion Date: _____

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

_____
_____
_____
_____
_____

Was the project terminated early or were cure/show cause letters received?
_____Yes _____No Explain early termination (default/convenience) or cure/show cause letters

_____
_____
_____
_____

Was the project owner an agency of the federal government? (Yes/No)_____

Name, address, FAX and telephone number of the owner:

_____

Name and telephone number of a representative of your firm who is knowledgeable of this project and can readily be contacted:

_____

Name, address, FAX and telephone number of a representative of the owner who is knowledgeable of this project and can be readily contacted:

_____

Name, address, FAX and telephone number of the Contracting Officer if project was for federal government:

_____

OWNER/CLIENT PAST PERFORMANCE SURVEY (Proposers should be instructed to send this form to the owners/clients of those projects listed on its experience form)

SOLICITATION NO. DACA45-03-R-0019 PROJECT NO.: _____
OWNER/CLIENT PAST PERFORMANCE SURVEY

(Offeror fills out all applicable parts of this section and mails both forms (i.e. completed Project Experience form and this Owner/Client Past Performance Survey form) to the owner/client with instructions on its return to the Government.)

The agency is interested in your assessment of the named company's "past performance". The quoted term refers to the company's record of conforming to contract requirements and to standards of good workmanship; the firm's record of forecasting and controlling costs; the firm's adherence to contract schedules including the administrative aspects of performance; the firm's history of reasonable and cooperative behavior and commitment to customer satisfaction; and the firm's general business-like concern for the interest of the customer.

These questions relate to the work performed at _____
Under Contract Number: _____and Task Order Number: _____.

(Name and location of designated project) by _____ (Name of Offeror).

(Owner/Client fills out this section)

Please describe your role in the project, and identify any persons helping you to provide responses to this questionnaire:

1. Is the information provided by the contractor in the Project Experience Form accurate and correct to the best of your knowledge and why? Yes / No. _____

Explanation : _____
_____

2. How would you rate the performance of this Contractor on the subject project?

a. The company's record of conforming to contract requirements and standards of good workmanship.

Excellent Good Satisfactory Fair Unsatisfactory

b. The firm's record of forecasting and controlling costs.

Excellent Good Satisfactory Fair Unsatisfactory

c. The firm's adherence to contract schedules including the administrative aspects of performance.

Excellent Good Satisfactory Fair Unsatisfactory

d. The firm's history of reasonable and cooperative behavior and commitment to customer satisfaction.

Excellent Good Satisfactory Fair Unsatisfactory

e. The firm's general business-like concern for the interest of the customer.

Excellent Good Satisfactory Fair Unsatisfactory

f. The firm's commitment to safety and safety record on accidents, incidents, or violations.

Excellent Good Satisfactory Fair Unsatisfactory

3. Comments._____
_____
_____
_____
_____
_____
_____
_____
_____

Name _____ Telephone_____

Title _____ Fax _____

E-Mail Address_____ Date _____

Section K - Representations, Certifications and Other Statements of Offerors

Contract Execution Procedures in accordance with FAR 4.102.

Contractor's Signature -

(a) Individuals. A contract with an individual shall be signed by that individual. A contract with an individual doing business as a firm shall be signed by that individual, and the signature shall be followed by the individual's typed, stamped, or printed name and the words, "an individual doing business as _____" [insert name of firm].

(b) Partnerships. A contract with a partnership shall be signed in the partnership name. Before signing for the Government, the contracting officer shall obtain a list of all partners and ensure that the individual(s) signing for the partnership have authority to bind the partnership.

(c) Corporations. A contract with a corporation shall be signed in the corporate name, followed by the word "by" and the signature and title of the person authorized to sign. The contracting officer shall ensure that the person signing for the corporation has authority to bind the corporation.

(d) Joint venturers. A contract with joint venturers may involve any combination of individuals, partnerships, or corporations. The contract shall be signed by each participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. When a corporation is participating, the contracting officer shall verify that the corporation is authorized to participate in the joint venture.

(e) Agents. When an agent is to sign the contract, other than as stated in paragraphs (a) through (d) above, the agent's authorization to bind the principal must be established by evidence satisfactory to the contracting officer.

52.203-2 – Certificate of Independent Price Determination (Apr 1985) *(3.103-1)*

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices;
(ii) The intention to submit an offer;, or
(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2)

(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

52.203-11 – Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Apr 1991) *(3.808(a))*

52.204-3 – Taxpayer Identification (Oct 1998) *(4.905)*

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C.7701(c) and 3325(d), reporting requirements of 26 U.S.C.6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C.7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

[ ] TIN: _____

[ ] TIN has been applied for.

[ ] TIN is not required because:

[ ] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[ ] Offeror is an agency or instrumentality of a foreign government;

[ ] Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

[ ] Sole proprietorship;
[ ] Partnership;
[ ] Corporate entity (not tax-exempt);
[ ] Corporate entity (tax-exempt);
[ ] Government entity (Federal, State, or local);
[ ] Foreign government;
[ ] International organization per 26 CFR 1.6049-4;
[ ] Other _____

(f) Common parent.

[ ] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

[ ] Name and TIN of common parent:

Name _____

TIN _____

52.204-5 – Women-Owned Business (Other Than Small Business) (May 1999) *(4.603(b))*

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it [ ] is a women-owned business concern.

52.209-5 -- Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Dec 2001) *(9.409(a))*

a)

(1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are [ ] are not [ ] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [ ] have not [ ], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are [ ] are not [ ] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has [ ] has not [ ] within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

52.219-1 Small Business Program Representations (Apr 2002) *(19.307(a)(1))*

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is **562910**.

(2) The small business size standard is 500 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it [ ]is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [ ] is, [ ] is not a women-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offferor represents as part of its offer that it [ ] is, [ ] is not a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that is [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that -

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate of the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:

_____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

52.219-1 -- Alternate I (Apr 2002) (19.307(a)(2))

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

___ Black American.

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

___ Individual/concern, other than one of the preceding.

52.222-22 – Previous Contracts and Compliance Reports (Feb 1999) *(22.810(a)(2))*

The offeror represents that --

(a) It [ ] has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It [ ] has, [ ] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

52.222-25 – Affirmative Action Compliance (Apr 1984) *(22.810(d))*

The offeror represents that --

(a) It [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

52.223-13 – Certification of Toxic Chemical Release Reporting (Oct 2000) *(23.907(a))*

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that --

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C.11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C.13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [Check each block that is applicable.]

[ ] (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C.11023(c);

[ ] (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C.11023(b)(1)(A);

[ ] (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C.11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

[ ] (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

[ ] (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

52.227-15 – Representation of Limited Rights Data and Restricted Computer Software (May 1999) *(27.409(g))*

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data -- General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of

limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data -- General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states [offeror check appropriate block] – [ ] None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software. [ ] Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

_____

_____

_____

Note: Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data -- General."

52.236-28 – Preparation of Proposals -- Construction (Oct 1997) *(36.520)*

(a) Proposals must be

(1) submitted on the forms furnished by the Government or on copies of those forms, and

(2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including --

(1) Lump sum price;
(2) Alternate prices;
(3) Units of construction; or
(4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words "no proposal" in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

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 CORTPORATIONS (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.l.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 soliciation 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 cost proposal for the sample project shall be limited to three (3) pages including assumptions 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 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 shouldhave 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. TheCIH 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) 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. TheSSHO 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 shouldhave 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 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

The offeror shall provide the current (within the last year) audit report/ findings/letter and point of contact with phone number or email address from the offeror's Federal Government Cognizant Audit Agency, 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 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.

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.

DEFINITIONS:	
Direct Costs -	Costs identified specifically with the contract.
Office Labor -	Labor used off the job site in preparing plans, reports, etc.
Field Labor (RT) -	Labor used during a normal 40-hour week.
Field Labor (OT) –	Overtime Labor
Per Diem -	Food and lodging for temporarily located employees
Office Equipment -	Home office equipment used for contract requirements.
Owned Field Equipment -	Contractor owned equipment used on the job site.
Leased Field Equipment -	Rental Equipment used on the job site.
FOGM -	Fuel, oil, gas, maintenance, tires and repair of construction equipment
Inventory -	Disposable supplies
PPE -	Personnel Protective Equipment
Expendables -	Small field purchases for items used at the job site
Analytical Lab -	Sub-Contract for chemical analysis of samples.
Other Contractor -	Sub-Contract for hauling, well drilling, or other services that are not normally performed by the Contractor.
Miscellaneous Sub-Contract -	Sub-Contract for services such as sample shipments, airfares, rental cars, port-a-johns, etc.

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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)

Revised Section M – Evaluation Factors For Award

1. SOURCE SELECTION EVALUATION BOARD (SSEB) –

1.1. A Source Selection Evaluation Board (SSEB) will be established to conduct the evaluation of proposals received in response to this solicitation. The evaluation will be based on the content of the proposal and any subsequent discussions required, as well as information obtained from other sources, e.g. past performance information. The SSEB will not consider any information or data incorporated by reference or otherwise referred to. The identities of the SSEB personnel are confidential, and any attempt by the offerors to contact these individuals is prohibited.

1.2. The SSEB will evaluate the proposals submitted and assign a consensus rating for each proposal. Cost information will then be considered on a subjective basis and an overall ranking for each proposal will be established.

2. SOURCE SELECTION

All offers received in response to this solicitation will be evaluated in accordance with the requirements of Sections "L", "M", and the Source Selection Plan. The principal objective of the evaluation process is to make award of one (1) Indefinite Delivery/Indefinite Quantity contract to the responsible offeror whose proposal is determined to be the "best value" to the Government. Should the Government determine that the award of a contract is not in the best interest of the Government, the contract award will not take place. A competitive range determination, if necessary, will be determined from the information submitted in the proposals. Exchanges with offerors after receipt of proposal will be in accordance with FAR15.306(a)(b)(d) where applicable. The rating results of the evaluation along with the subjective evaluation of the pricing in a "trade-off" evaluation process will be the basis foraward.

3. Source Selection Process -

3.1. SSEB Evaluation - The SSEB will evaluate all conforming proposals received. Notations of weak or unacceptable areas, as well as any defects or strong features contained within the proposal, will be utilized for development of subjects for discussion and debriefings, and they shall be annotated in the comment sections of the Proposal Evaluation Worksheet. If during evaluation of those proposals by the SSEB, an offer is determined to have a critical defect, that defect will be brought to the immediate attention of the Chairperson. The Chairperson, in conjunction with advice from Office of Counsel and Contracting, will confirm the presence of the critical defect. Any proposal determined to have a critical defect will not be further evaluated. The offer having the critical defect will be forwarded to the SSA and Contracting Officer for review and a determination of elimination from further evaluation and consideration as appropriate.

If determined by the SSA and the Contracting Officer, with the advice of Office of Counsel and contracting advisors, that the offer has a critical defect, the offer will be rejected and the offeror notified of their proposal having a critical defect as soon as practicable. That offeror will then be eliminated from the selection process. ***A "Critical Defect" is defined as a defect that cannot be remedied without a substantial revision or rewrite of the proposal.***

The SSEB will rate each proposal, evaluating each item in the solicitation. All information provided will be evaluated unless the offeror exceeds the page limit parameters. Evaluations of the offers will then be discussed among the SSEB voting members, with a consensus reached and recorded. Cost/Price evaluation will consist of an analysis to determine the reasonableness, realism, and allowability of the cost/price information. The analysis will also assist the Government in determining if the offeror has a clear understanding of the work requirements.

3.2. SSA Evaluation - The source selection authority's (SSA) decision shall be based on a comparative assessment of proposals against all source selection criteria in the solicitation. While the SSA may use reports and analysis prepared by others, the source selection decision shall represent the SSA's independent judgment. The source selection decision shall be documented, and the documentation shall include the rationale for any business judgments and tradeoffs made or relied on by the SSA, including benefits associated with additional costs.

4. Evaluation Factors - As established in Sections L and M of the solicitation, the following evaluation factors will form the basis of proposal evaluation. The evaluation factors are listed in descending order of importance with the most important listed first. The cost and pricing information found in Volume II will be subjectively evaluated. The cost and pricing information found in Volume II will be evaluated separately in accordance with paragraph 4.3.

EVALUATION FACTORS Listed in Descending Order of Importance with Most Important Listed First; Past Performance Project Narrative and Past Performance with Regulators are equal to each other in Importance
• Previous Experience – HTRW Projects: Vol. I, Sec. I, Tab 1 • Past Performance Project Narrative with Points of Contact: Vol. I, Sec. II Tab 1 • Resumes of Key Personnel for this Contract: Vol. I, Sec. I, Tab 2 • Past Performance with Regulators Including Points of Contact: Vol. I, Sec. II, Tab 2 • Quality Control/ Quality Assurance Program & Corporate Business Practices: Vol. I, Sec. III, Tab 1 • Organizational Structure of the Proposed Team – Vol. I, Sec. I, Tab 3 • Safety and Health Program: Vol. I, Section III, Tab 3 • Cost Proposal: Vol. II Tab 4 – Section B, Supplies or Services and Prices/Costs Tab 5 – Proposal for Sample Problem Tab 1 – Solicitation, Offer and Award (SF33) Tab 2 – Representations, Certifications and Other Statements of Offerors (Section K) Tab 3 – Audit Information

4.1. Technical merit will be evaluated for each evaluation factor contained in Volume I. Technical merit, which reflect the Government's confidence in each offeror's ability, as demonstrated in its proposal, to perform the requirements stated in the RFP, will be evaluated based on the following:

(i) Excellent: Proposal demonstrates an excellent understanding of requirements and offeror's proposal shows that they have significantly exceeded performance or capability standards. Proposal has exceptional strengths that will significantly benefit the Government. Proposal represents very low risk that the offeror's performance of any work requirements will impact schedule, cost, or performance.

(ii) Good: Proposal demonstrates a good understanding of requirements and offeror's proposal shows that they have exceeded performance or capability standards. Proposal has two or more strengths that will benefit the Government. Proposal represents low risk that the offeror's performance of any work requirements will impact schedule, cost, or performance.

(iii) Satisfactory: Proposal demonstrates acceptable understanding of the requirements and offeror's proposal meets performance or capability standards. Proposal demonstrates one

strength that will benefit the Government. Proposal represents moderate risk that the offeror's performance of any work requirements will impact schedule, cost, or performance.

(iv) Marginal: Proposal demonstrates shallow understanding of requirements and offeror's proposal only marginally meets performance or capability standards for minimal but acceptable contract performance. Proposal has no strengths that will benefit the Government and may have weaknesses that are detrimental to the Government. Proposal represents high risk that the offeror's performance of any work requirements will impact schedule, cost, or performance.

(v) Unsatisfactory: Fails to meet performance or capability standards. Requirements can only be met with major changes to the proposal. Proposal represents very high risk that the offeror's performance of any work requirements will impact schedule, cost, or performance.

4.2. Offerors that have no relevant past performance record to evaluate will not have that factor or subfactor considered, either positively or negatively, in the evaluation of the proposal package.

4.3. The cost/price portion of the proposal for evaluation will be subjectively evaluated allowing for a "best value" analysis of the proposal as a whole using a trade-off process. All evaluation factors other than cost or price, when combined, are significantly more important than cost or price.

4.4. Overall, evaluators will assess the proposal's acceptability to the requirements of the RFP. Except for past performance project narrative and past performance with regulators, if an evaluation factor/sub factor is not addressed, it will be rated as unsatisfactory. Should the proposal contain a critical defect, the proposal shall be handled as accordance with Paragraph 3.

5. Evaluation Criteria

The Government will evaluate the information submitted in accordance with Section L of the RFP and the Source Selection Plan. The Government will use the criteria evaluation system established in Section L of the RFP. The Technical Evaluation Factors are listed in descending order of importance

5.1. Summary of Previous Experience – HTRW Projects, Vol. I, Sec. I, Tab 1-The contractor's previous experience will be examined for breadth and depth. The Government places a significant value on experience with state regulations within the military boundaries of Northwestern Division. The Government places a higher value on demonstrated remedial action field activities experience, engineering support services experience, and experience in developing studies, analyzing impacts, and conducting investigations. The Government places a higher value on projects that employed innovative technology successfully. The Government places a higher value on projects that implemented value-engineering processes to cut design or remediation time and costs for the customer. The Government places a higher value on a demonstrated ability to execute federal work and projects in which the offeror served as the prime contractor. The Government places a higher value on larger projects and projects with multiple sites. The Government places a higher value on more complex, yet successful projects. The Government places a higher value on projects, which required regulatory interface, stakeholder interface, and performance-based milestones. Finally, the Government places a higher value on projects, which were completed on time, within budget, and meets the project objectives.

5.2 Past Performance Project Narrative with Points of Contact: Vol. I, Sec. II, Tab 1 - The Government will focus on areas covered in the requirements of this proposal including records of conforming to contract specifications, standards of workmanship, adherence to contract schedules, history of reasonable and cooperative behavior with stakeholders, and commitment to customer satisfaction. The Government also places a higher value on projects, which document successful outcomes and are supported by outside source confirmation (e.g. Owner/Client Past Performance Survey

Forms documenting an excellent performance rating by the contractor on a specific project or telephone interviews with POCs identified in the proposal). The Government also places a higher value on projects, which provided particular difficulty or unique challenges and the innovative methods the contractor used to resolve problems successfully. If the Government does not receive past performance information for the project(s) identified by the offeror and cannot establish a past performance record for the offeror through other sources, or the offeror has no past performance recordto evaluate, the offeror will not have that factor or subfactor considered, either positively or negatively, in the evaluation of the proposal package.

5.3 Resumes of Key Personnel for this Contract: Vol. I, Sec. I, Tab 2 - The Government will evaluate this portion of the proposal based on the requirements set forth in Section L. In addition, the Government places a higher value on key personnel that have a diversity of project experience, education, professional registration and other professional qualifications. The Government places a higher value on personnel that have experience working on Government projects. The Government places the highest value on those personnel that have exceeded the minimum requirements specified in Section L.

5.4Past Performance with Regulators Including Points of Contact: Vol. I, Sec. II, Tab 2 – The Government places a significant value on successful working relationships with regulators within the military boundaries of the Northwestern Division. The Government also places higher value on proposals, which document regulatory compliance, as well as resolution of regulatory issues along with experience with expediting regulatory closure at the project sites. The Government places a higher value on no environmentally reportable incident violations and no environmental notice of violations in the past three years. The Government places a higher value on projects, which document successful outcomes and are supported by outside source confirmation (e.g. telephone interviews with POCs identified in the proposal). If the Government does not receive past performance information for the project(s) identified by the offeror and cannot establish a past performance record for the offeror through other sources, or the offeror has no past performance record to evaluate, the offeror will not have that factor or subfactor considered, either positively or negatively, in the evaluation of the proposal package.

5.5Quality Control / Quality Assurance Program & Corporate Business Practices: Vol. I, Sec. III, Tab 1 - The Government will evaluate this portion of the proposal based on the requirements set forth in Section L. In addition, the Government places a higher value on innovative practices and programs, which have resulted in demonstrated increases in the quality of outputs by offeror in the past.. The Government places a higher value on construction and operational approaches that resulted in demonstrated increases in the quality of the outputs in the past. The Government places a higher value on a QA/QC Program, which demonstrates data quality assurance measures are in place.

5.6Organizational Structure of the Proposed Team, Vol. I, Sec. I, Tab 3 - The Government places a higher value on an organizational structure, which has demonstrated efficiency in day-to-day operations by exceeding contract milestone schedules, quicker resolution of problems, clear roles and responsibilities, and excellent communication networks, etc. The Government places a higher value on successful organizational relationships, which have been used on other projects. The Government places a higher value on successful organizational structures, which demonstrate tangible benefits resulting in greater customer satisfaction. The Government places a higher value on proposals that provide a description of the relationship/contractual agreements with the proposed subcontractors and laboratory(ies).

5.7Safety and Health Program: Vol. I, Section III, Tab 3 – The Government places a higher value on innovative practices or programs, which have demonstrated a reduction in Health and Safety accidents on projects managed by the offeror in the past. The Government places a higher value on no accidents or near misses within the last three years. The Government also places a higher value on a Safety and Health Program that includes procedures and requirements for the variety of work proposed under this contract. .

5.8 Volume II, – Cost Information and Representations, Certifications and Other Statements of Offerors

The cost portion of this evaluation will be subjectively evaluated and a best value analysis of the proposal as a whole performed to determine best value to the Government. Cost analysis will be used, where appropriate, for the purpose of determining the reasonableness, affordability, acceptability, allowability, realism, and best value of the proposals. It will assist in assuring that offerors have a clear understanding of the work requirements.

5.8.1. Volume II, Section I, Tab 4—Section B- Supplies or Services & Prices/Costs

The offeror shall fill out in its entirety all of Section B. The information provided by the offeror will be subjectively evaluated along with the cost proposal submitted for the sample project to determine the overall best value to the Government. The offeror shall provide its most recent (within one year) audit information here for review of their cost pools. If the offeror has no recent audit, a breakdown of their cost pools as shown in Section L of this solicitation shall be provided and evaluated here for allowable and unallowable costs. Audit information will be filed in Volume 2/Cost –Tab 3.

5.8.2 Volume II, Section I, Tab 5- Proposal for Sample

The cost proposal will be subjectively evaluated to determine its reasonableness for the scope of work specified in the sample project and assumptions made by the offeror. The Government will evaluate this tab based on how well it has complied with the requirements specified in Section L of this Solicitation.

5.8.3 Volume II, Section I, Tab 1 - SF33, Solicitation, Offer, and Award (Section A)

This tab will not be evaluated. The SF33 shall be filled out completely by the offeror and signed by an official that is authorized to bind the company. The offeror shall also acknowledge all amendments to the solicitation in accordance with the instructions on the Standard Form 30.

5.8.4 Volume II, Section I, Tab 2 - Representations and Certifications (Section K)

This tab will not be evaluated, however the offeror shall fill out completely all representations and certifications in Section K of this solicitation. This tab will be reviewed for completeness.

5.8.5. Volume II, Section I, Tab 3 – Audit Information

The Government will review all information provided as required in Section L of this solicitation to determine if the offeror's accounting system is adequate to support cost-reimbursable type contracts. The Government will accept the recent (within 1 year) Defense Contract Audit Agency's (DCAA's), other cognizant audit agency, or Certified Public Accountant's evaluation furnished in the proposal. The Government may require a DCAA Audit prior to contract award.

6. Importance of Volumes

The evaluation process uses adjectival scoring for Volume I. Volume II containing the cost information will be subjectively evaluated. **The total value of factors other than cost are significantly greater than total value of price or cost.**

7. Proposal Revisions

At the conclusion of discussions (FAR15.306(d), if any are deemed necessary, each offeror still in the competitive range shall be given an opportunity to submit a Final Revised Proposal. These proposal revisions shall be received, in writing, at a time and place established by the Contracting Officer.

8. Final Ranking

The successful offeror(s) will be selected from the combined results of the evaluation process. The SSA will make the final rankings for final selection process. This ranking will be in descending order of all offerors who submitted proposals and remain in competition for award of the contract.

9. Selection Procedure

The SSA will make the final Source Selection decision based on the information provided by the SSEB and the evaluation process and the SSA will issue a Source Selection Decision Document supporting the selection. The SSA will review the comparative analysis prepared by the SSEB and briefed by the Chairperson of the SSEB, the proposed cost/price information, and all other appropriate documents with regards to each of the offerors remaining in competition for award of the contract.If the SSA determines that the comparative analysis does not provide enough information to make a final decision for award, the documentation will be returned to the SSEB for further action.

10. Award of Contract

10.1. The Government intends to evaluate proposals and award a contract without discussions with offerors. The Government reserves the right to conduct discussions in accordance with FAR15.306(d) if the Contracting Officer 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 Other exchanges with the contractor will be in accordance with FAR15.306(a) Clarifications and FAR15.306(b) Communications.

10.2. The Government intends to award one (1) contract, not to exceed a total amount of $4 Million, resulting from this solicitation to the responsible offeror whose offer conforms to the solicitation criteria established in Sections L, M, and whose proposal is considered to be most advantageous to the Government, based on price and technical factors. The performance period of the contract shall be a period of one two-year base period with three one-year option periods.

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10.3. The Government may reject any or all offers if such action is determined to be in the best interest of the Government.

11. Debriefing

11.1. The debriefing of all offerors, successful or unsuccessful, will be conducted in accordance with FAR 15.505 – Pre-award Debriefing of Offerors or FAR 15.506 – Post-award Debriefing Offerors. To the maximum extent practicable, debriefings should occur within five days after receipt of the written request. "Day" for the purposes of debriefing means calendar day, except that the period will run until a day which is not a Saturday, Sunday, or Legal Holiday. A summary of the debriefing shall be included in the official contract file. **Offerors shall be permitted only one (1) debriefing.**

11.1.1. In accordance with FAR 15.505 – Pre-award Debriefing of Offerors - Offerors excluded from the competitive range or otherwise excluded from the competition before award, may have a pre-award debriefing, upon written request for debriefing to the contracting officer within three days after receipt of notice of exclusion from the competition.

11.1.2. The Contracting Officer will chair debriefings with individuals that performed the evaluations providing support. At a minimum, the pre-award debriefing information shall include:

11.1.2.1. The agency's evaluation of significant elements of the offeror's proposal;

11.1.2.2. A summary of the rationale for eliminating the offeror from the competition;

11.1.2.3. Reasonable responses to relevant questions about whether source selection procedures contained in the solicitation, applicable regulations, and other applicable authorities were followed in the process of eliminating the offeror from the Competition.

11.1.3. The pre-award debriefings shall not disclose

11.1.3.1. The number of offerors;

11.1.3.2. The identity of other offerors;

11.1.3.3. The content of other offerors proposals;

11.1.3.4. The ranking of other offerors;

11.1.3.5. The evaluation of other offerors;

11.1.3.6. Any of the information prohibited in FAR 15.506(e).

11.2. In accordance with FAR 15.506 – Post-award Debriefing of Offerors - Offerors, upon written request received by the contracting officer within three days after receipt if notification of contract award, shall be debriefed and furnished the basis for the selection decision and contract award.

11.3. The Contracting Officer will chair debriefings with individuals that performed the evaluations providing support. At a minimum, the debriefing information shall include:

11.3.1. The Government's evaluation of the significant weaknesses or deficiencies in the offeror's proposal, if applicable;

11.3.2. The overall evaluated cost or price and technical rating, if applicable of the debriefed offeror, and past performance information on the debriefed offeror;

11.3.3. The overall ranking of all offerors when any ranking was developed by the agency during the source selection;

11.3.4. A summary of the rationale for award;

11.3.5. Reasonable responses to relevant questions about whether source selection procedures contained in the solicitation, applicable regulations, and other applicable authorities were followed.

11.4. The debriefings shall not;

11.4.1. Allow a point-by-point comparison of the debriefed offeror's proposal with those of other offerors

11.4.2. Reveal any information prohibited from disclosure or exempt from release under the Freedom of Information Act to include:

11.4.2.1. Trade Secrets

11.4.2.2. Privileged or Confidential manufacturing processes or techniques;

11.4.2.3. Commercial and financial information that is privileged or confidential, including cost breakdowns, profit, indirect cost rates, and similar information;

11.4.2.4. The names of individuals providing reference information about an offeror's past performance.

11.5. When practicable, debriefing requests received more than three days after the offeror receives notice of contract award shall be accommodated. A Contracting Representative and the Chairperson of the SSEB will schedule the debriefing(s). Release of source selection information after award will be the responsibility of the Contracting Division in conjunction with the Office of Counsel.

Note: Due to limited space available, the contractor should limit the number of attendee's at the debriefing to four (4) or fewer.

(End of Section M)