

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE 1 OF 1 PAGES
2. AMENDMENT/MODIFICATION NO. 02	3. EFFECTIVE DATE 23-APR-2003	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Army Corps of Engineers, Omaha Contracting Division 106 South 15th Street, Federal Building Omaha, NE 68102-1618	CODE DACA45	7. ADMINISTERED BY (If other than Item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)			( <input checked="" type="checkbox"/> ) 9A. AMENDMENT OF SOLICITATION NO. DACA45-03-R-0021	( <input type="checkbox"/> ) 9B. DATED (SEE ITEM 11) 28-MAR-2003
CODE			10A. MODIFICATION OF CONTRACTS/ORDER NO.	
FACILITY CODE			10B. DATED (SEE ITEM 13)	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

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

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

The purpose of this amendment is to make changes to the following Sections in Solicitation DACA45-03-R-0021: Section B, Section J, Section L and Section M.

Offerors are instructed to replace the following with the attached: Section B, Section J, Section L, and Section M.

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

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

**Section B  
Supplies or Services and Prices/Costs**

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

**1. Total Amount of Contract -**

The total amount of the contract awarded under this solicitation shall not exceed \$40 Million Dollars. There is no limit of the number of Task Orders that may be executed. The Task Order(s) executed shall not exceed the total contract amount.

**2. Guarantee -**

The contract awarded under this solicitation shall have a total guaranteed minimum amount of \$150,000.00. If the Government chooses to exercise the Option Period on the contract, the Option Period awarded under this solicitation shall have a guaranteed minimum amount of \$50,000.00. The guaranteed minimum may be met with the obligation of a task order meeting or exceeding the guarantee amount.

**3. Contract Definition -**

The contract awarded under this solicitation will be an Indefinite Delivery/Indefinite Quantity contract for Immediate/Rapid Response under NAICS Code 562910, in support of the US Army Corps of Engineers Omaha District (USACE) and its customers located nationwide (Continental United States, Alaska, Hawaii and U.S. Territories). The contract awarded will include both cost reimbursable and firm fixed price features for remediation of various hazardous waste sites as identified in Section C.

**4. Performance Time -**

The contract will have a basic performance period of two (2) years plus one (1) three (3) year option period or until the \$40 Million Dollar contract limit is reached, whichever occurs first.

**5. Pricing -**

Specific tasks and pricing information for work to be performed under this contract will be included in each task order issued under the contract. Refer to Section L of this solicitation for Cost Data and other information that is required for submittal with your proposal. In addition, in consideration of the performance under this contract, pursuant to task orders duly issued by the Authorized Contracting Officer, the contractor shall be paid consideration determined in each task order. Such consideration shall constitute complete payment for services performed under this contract including all expenditures which may be made and expenses incurred except as are otherwise expressly provided herein. The amounts to be paid to the contractor for each firm-fixed price task order/request for services shall be based on hourly rates for the following labor disciplines listed in the tables below. Price reasonableness will be evaluated. All offerors are encouraged to be responsible and provide reasonable rates so as not to create a materially unbalanced bid. Profit will be negotiated on each individual task order issued.

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

**Section B  
Supplies or Services and Prices/Costs**

~~explain all overhead rates, G&A markups, labor burden (fringes), and any other cost pools. The rates provided for the Base Period and Option Period will be the set rates used over the life of the contract.~~

The offeror shall fill out one Table 1 and one Table 2 only. These shall show the rates of the offeror and all subcontractors. The offeror may not have all personnel on staff. Therefore, if those personnel are subcontracted, their rates shall be provided in the tables as well. All subcontracted personnel shall be identified in the tables by the following "(SUB)" after the title of the subcontracted personnel. For example, Certified IH (SUB). All the cost pools of the firm(s) that will be providing the subcontracted personnel shall be included in the Table as well to show the mark up on those labor categories.

Note: If during the Contract Period of Performance, the Contractor's original subcontracted personnel are no longer available to the Prime, the Prime shall find a subcontractor that has, at the minimum, the same qualifications as the previous subcontracted personnel. The Prime shall be responsible for negotiating the labor rates for those personnel that have been provided in this RFP. Those rates provided are the maximum that will be paid by the Government for any replacement personnel.

~~For Cost-Reimbursable Fixed-Fee Task Orders, as in the Sample Project, the offeror shall use their actual labor rates (those rates that are marked up as in the Firm Fixed Price Tables 1 and 2). All Overhead, General and Administrative, Labor Burden (Fringes), FCCOM or other cost pools used in pricing the Sample Project shall use forward pricing rates if recent (i.e. within 1 year) audited rates are not available. These rates shall be included in the CMPs and applied to all projects/task orders executed in the Base Period. As discussed in Section L of this solicitation, if the offeror does not have recent (i.e. within 1 year) audited rates, the offeror shall provide detailed information showing the cost accounts included in each of their cost pools in order to explain all overhead rates, G&A markups, labor burden (fringes), and any other pools. If the Government decides to exercise the Option Period, the offeror shall provide at that time, the most current audited rates or provide the detailed information showing the cost accounts included in each of their cost pools. The offeror/awardee at that time will then use these new (if they have changed) rates over the life of the Option Period.~~

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

~~Year 1 and 2 Caps.~~

**Home Office Overhead**

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

**Field Office Overhead (if applicable)**

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- Total overhead components (fringes, benefits, overhead, and G&A) will be capped % of [ ] total cost or [ ] direct 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.

**76. Travel –**

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

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

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

<b>Discipline</b>	<b>Estimated # of Hours Annually</b>	<b>Fully Loaded Hrly Rate Base Period 1</b>	<b>Total \$ Base Period 1</b>	<b>Fully Loaded Hrly Rate Base Period 2</b>	<b>Total \$ Base Period 2</b>	<b>Total \$</b>
Program Manager	120					
Operations Manager	<del>3600</del> 1400					
Project Manager	2125					
Contracts Manager/Specialist	2110					
Regulatory Specialist	994					
Transportation & Disposal Coordinator	1200					
Certified Industrial Hygienist (CIH)	2100					
Site Safety And Health Officer (SSHO)	1877					
Program Chemist	1893					
Scientist I	1200					
Scientist II	5100					
Scientist III	1175					
Engineer I	1200					
Engineer II	4801					
Engineer III	600					
Procurement Manager	240					
Engineer Technician	1800					
Biologist	600					
Contractor Quality Control Supervisor (QCS)	480					

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<b>Discipline</b>	<b>Estimated # of Hours Annually</b>	<b>Fully Loaded Hrlly Rate Base Period 1</b>	<b>Total \$ Base Period 1</b>	<b>Fully Loaded Hrlly Rate Base Period 2</b>	<b>Total \$ Base Period 2</b>	<b>Total \$</b>
Certified Health Physicist (CHP)	240					
Risk Assessor	240					
Hazardous Waste Specialist	192					
<del>Senior UXO Supervisor (SUXOS)</del>	<del>240</del>					
<del>UXO Technician III</del>	<del>120</del>					
<del>UXO Technician II</del>	<del>600</del>					
<del>UXO Technician I</del>	<del>120</del>					
<del>UXO Sweep Personnel</del>	<del>360</del>					
<del>UXO Quality Control Specialist (UXOQCS)</del>	<del>120</del>					
<del>UXO Safety Officer (UXOSO)</del>	<del>120</del>					
Cost Control Engineer	120					
Specification Editor/Writer	168					
CADD/GIS Specialist	600					
Draftsperson	1530					
Word Processor	4800					
Data Processor	960					
Clerical	3600					
<b>TOTAL FOR BASE PERIOD</b>						

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

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

Discipline	Estimated # of Hrs Annually	Fully Loaded Hrly Rate Option Period 1	Total \$ Option Period 1	Fully Loaded Hrly Rate Option Period 2	Total \$ Option Period 2	Fully Loaded Hrly Rate Option Period 3	Total \$ Option Period 3	Total \$*
Program Manager	180							
Operations Manager	<del>4323</del> 1400							
Project Manager	5401							
Contracts Manager/Specialist	2742							
Regulatory Specialist	1200							
Transportation & Disposal Coordinator	1600							
Certified Industrial Hygienist (CIH)	2675							
Site Safety And Health Officer (SSHO)	2477							
Program Chemist	2800							
Scientist I	1800							
Scientist II	7701							
Scientist III	2425							
Engineer I	1800							
Engineer II	6001							
Engineer III	1000							
<del>Laborer</del>	<del>2700</del>							
Procurement Manager	360							
Engineer Technician	2700							

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<b>Discipline</b>	<b>Estimate d # of Hrs Annually</b>	<b>Fully Loaded Hrly Rate Option Period 1</b>	<b>Total \$ Option Period 1</b>	<b>Fully Loaded Hrly Rate Option Period 2</b>	<b>Total \$ Option Period 2</b>	<b>Fully Loaded Hrly Rate Option Period 3</b>	<b>Total \$ Option Period 3</b>	<b>Total \$*</b>
Biologist	900							
Contractor Quality Control Supervisor (QCS)	720							
Certified Health Physicist (CHP)	360							
Risk Assessor	360							
Hazardous Waste Specialist	288							
<del>Senior UXO Supervisor (SUXOS)</del>	<del>360</del>							
<del>UXO Technician III</del>	<del>180</del>							
<del>UXO Technician II</del>	<del>900</del>							
<del>UXO Technician I</del>	<del>180</del>							
<del>UXO Sweep Personnel</del>	<del>5040</del>							
<del>UXO Quality Control Specialist (UXOQCS)</del>	<del>180</del>							
<del>UXO Safety Officer (UXOSO)</del>	<del>180</del>							
Cost Control Engineer	180							
Specification Editor/Writer	252							
CADD/GIS Specialist	900							
Draftsperson	1620							
Word Processor	7201							
Data Processor	2440							
Clerical	5400							
<b>TOTAL FOR OPTION PERIOD</b>								

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

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**ATTACHMENT 1**

**BACKGROUND OF RAPID AND IMMEDIATE RESPONSE PROGRAMS**

In a Memorandum dated 15 October 1989, HQUSACE authorized the establishment of the Rapid Response Program to enable the Department of Defense (DOD), as a Trustee of Federal Lands, to satisfy the provisions of the Superfund Amendments and Reauthorization Act (SARA) (1986) and Executive Order 12580 as they relate to remediation of Environmental Remediation sites on DOD property, without limitation to responsiveness. On 19 December 1990, HQUSACE issued a Memorandum directing Corps of Engineers Missouri River Omaha (CEMRO) to establish an Immediate Response Action (IRA) capability, requiring contractors to mobilize to a site within 24 to 72 hours. This requirement has been completely incorporated into the Rapid Response business processes and has formed the basis of the response features of the Rapid Response Program. A "reauthorization" of the Rapid Response Program Office (RRPO) and mission was sought and secured in accordance with the provisions of Publication Number: ER 5-1-10, Titled "Management-Corps-Wide Areas of Work Responsibility ", dated 30 September 1997, in 1999. With the incorporation of these provisions, the USACE activity is expected to conduct business by being open and flexible to entering into voluntary agreements with each other to jointly satisfy a customer's needs when it is in the best interest of the customer and Corps to do so. In a Memorandum for Record, dated 13 June 2001, HQUSACE approved the RRPO as a "Center of Expertise (CX)" to serve as a USACE resource for a cost reimbursement, environmental remediation construction management expertise, and time sensitive response support capabilities. The RRPO has been designated as first responders to terrorist attacks in the National Contingency Plan developed by Federal Emergency Management Agency (FEMA). In addition, the RRPO is designated as first responders for DOD facilities, the Environmental Protection Agency (EPA), and other local disaster response agencies. The RRPO is administratively assigned to the Omaha District, with Corps of Engineers Military Programs, Remediation Division, Superfund Branch (CEMP-RS) assigned as the USACE sponsor.

From its initial mission of providing a time-sensitive environmental remediation/ response capability to domestic DOD customers, the USACE Rapid Response Program has evolved into the response support mechanism for nearly every Federal Agency, both national and international. Consistent with the purpose of the Economy Act and the principles of intergovernmental support, the Rapid Response Program has served to fill a critical void for those agencies that are unable to sustain or justify an internal response capability. To date, the Rapid Response Program has awarded nearly all of the contract capacity procured for three generations of contracts, with total obligations exceeding \$378 million over a 13-year period.

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**ATTACHMENT 2**

**ALTERNATE STRUCTURED APPROACH TO WEIGHTED GUIDELINE METHOD  
RAPID RESPONSE ACTIONS**

**1. ALTERNATE STRUCTURED CENTER APPROACH FOR FIXED PRICE TASK ORDERS.**

Below is the Alternate Structured Center Approach for Fixed Price task orders. Based on the circumstances of the procurement action, each of the factors shall be weighted from .03 to .12 as indicated below. "Value" shall be obtained by multiplying the rate by the weight. The Value column when totaled indicates the fair and reasonable profit percentage under the circumstances of the particular procurement.

<b>Factor</b>	<b>Rate %</b>	<b>Range</b>	<b>Weight</b>	<b>Value</b>
Degree of risk	20	.03 - .12		
Relative difficulty of work	15	.03 - .12		
Size of job	15	.12 - .03		
Period of Performance	15	.03 - .12		
Contractor's Investment	5	.03 - .12		
Assistance by Government	5	.12 - .03		
Subcontracting	25	.12 - .03		
<b>TOTAL</b>	<b>100%</b>			

**2. DEGREE OF RISK.** Where the work involves no risk or the degree of risk is very small, the weighting should be .03; as the degree of risk increases, the weighting should be increased up to a maximum of .12. Lump sum items shall generally have a higher weight than unit price items; other things to consider include the nature of the work and where it is to be performed, etc. For all types of projects, consider the portion of the work to be done by subcontractors, amount and type of labor included in costs, whether the negotiation is before or after performance of the work, etc. Modifications settled before the fact have much greater risk than those settled after the fact. A weight of .03 is appropriate for after the fact equitable adjustments and/or settlements.

**3. RELATIVE DIFFICULTY OF WORK.** IF the work involves Level A protection, requiring multiple disciplines or technologies, extensive unknowns or state-of-the-art technology, the weight should be .12. The weight should be proportionately reduced to .03 on the simplest of jobs such as those with no potential exposure to hazardous materials. This factor is tied in to some extent with the degree of risk. Some other things to consider are the nature of the work, by whom it is to be done (i.e., subcontractors, consultants), what is the time schedule.

**4. SIZE OF JOB.** All work and fees not in excess of \$100,000 shall be weighted at .12. Work estimated between \$100,000 and \$5,000,000 shall be proportionately weighted from .12 to .05. Work from \$5,000,000 to \$10,000,000 shall be weighted at .04. Work in excess of \$10,000,000 shall be weighted at .03. It should be noted that control of fixed expenses generally improves with increased job magnitude.

**5. PERIOD OF PERFORMANCE.** Work in excess of 24 months is to be weighted at .12. Work of lesser duration shall be proportionately weighted from .03 to .12 for work not exceeding 30 days.

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**6. CONTRACTOR'S INVESTMENT.** To be weighted from .03 to .12 on the basis of below average, average and above average. Things to consider include amount of subcontracting, Government-furnished property, method of making progress payments, etc. Also consider any mobilization payment items.

**7. ASSISTANCE BY GOVERNMENT.** To be weighted from .12 to .03 (.12 for no assistance) on the basis of average to above average. Consider use of Government-owned property, equipment and facilities, expediting assistance, etc.

**8. SUBCONTRACTING.** To be weighed inversely proportional to the amount of subcontracting. Where 80% or more of the work is to be subcontracted use .03. The weighting should be increased proportionately to .12 where all work is performed by the contractor's own forces.

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**ATTACHMENT 3**

**ALTERNATE STRUCTURED APPROACH TO WEIGHTED GUIDELINE METHOD  
IMMEDIATE RESPONSE ACTIONS**

**1. ALTERNATE STRUCTURED CENTER APPROACH FOR FIXED PRICE TASK ORDERS.**

Below is the Alternate Structured Center Approach for Fixed Price task orders. Based on the circumstances of the procurement action, each of the factors shall be weighted from .07 to .14 as indicated below. "Value" shall be obtained by multiplying the rate by the weight. The Value column when totaled indicates the fair and reasonable profit percentage under the circumstances of the particular procurement.

<b>Factor</b>	<b>Rate %</b>	<b>Range</b>	<b>Weight</b>	<b>Value</b>
Management	20	.07 - .14		
Relative difficulty of work	25	.07 - .14		
Size of job	15	.14 - .07		
Period of Performance	15	.07 - .14		
Contractor's Investment	5	.07 - .14		
Assistance by Government	5	.14 - .07		
Subcontracting	15	.14 - .07		
<b>TOTAL</b>	<b>100%</b>			

- 1. MANAGEMENT.** To be weighted from .07 to .14 on the basis of management effort involved. Lack of local labor, material, equipment, and subcontractors would increase the management weight while ready access would decrease. Also, more complex projects will receive a higher weight.
- 2. RELATIVE DIFFICULTY OF WORK.** Immediate Response projects generally have a higher than usual difficulty factor. If the work involves Level A protection or is extremely hazardous, the weight should be .14. Projects requiring a lesser degree of protection or dealing with less hazardous material should be weighted lower. Site location and working conditions should also be considered.
- 3. SIZE OF JOB.** All work and fees not in excess of \$100,000.00 shall be weighted at .14. Work estimated between \$100,000.00 and \$1,300,900.00 shall be proportionately weighted from .14 to .07. Work in excess of \$1,000,000.00 shall be weighed at .07. It should be noted that control of fixed expenses generally improves with increased job magnitude.
- 4. PERIOD OF PERFORMANCE.** Work in excess of 7 days on site is to be weighted .14. Work of lesser duration should be proportionately weighted from .14 to .07.
- 5. CONTRACTOR'S INVESTMENT.** To be weighted from .07 to .14 on the basis of below average, average, and above average. Things to consider include amount of subcontracting, government-furnished property, method of making progress payments, etc. to the extent they are expedited beyond routine FAR requirements. Also consider any mobilization payment items.

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**6. ASSISTANCE BY GOVERNMENT.** To be weighted from .07 to .14 (.14 for no assistance) on the basis of average to above average facilities, expediting assistance, etc. Routine assistance necessitated by the urgency of the situation, anticipated duration, etc. is the result of agreement of the parties and not an element of fee, i.e. immediate availability of office space, working telephone, etc. on arrival on site. Complexity and duration will dictate the need to provide additional capability.

**7. SUBCONTRACTING.** To be weighted inversely proportional to the amount of subcontracting. Where 80 percent or more of the work is to be subcontracted use .07. The weighing should be increased proportionately to .14 where all the work is performed by the contractor's own forces.

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**ATTACHMENT 4**

**WEIGHTED FACTORS FOR FEE OBJECTIVE COMPUTATION**

**1. WEIGHTED FACTORS FOR FEE OBJECTIVE COMPUTATION.**

**1.1. MANAGEMENT EFFORT.** This factor includes consideration of five (5) elements or services to be provided. These elements are assigned percentages and rated according to the Task order characteristics. The total of these percentages is a multiplier to the Management Effort weight of .40.

**1.2. SITE SUPERVISION.** Rate proportionately from 30% if five (5) percent of the work is subcontracted to 5% if sixty (60) percent or more of the work is subcontracted. Use the formula:

$$\text{Rate (\%)} / 30 - (((\text{Sub.\%} - 5) / 55) \times 25)$$

**1.3. CONTRACTING, PROCURING AND EXPEDITING.** Rate 5% to 25% depending on the amount of management's effort involved with equipment and material procurement, subcontract preparation, vendor supervision and inspection, work order preparation, extent of involvement in claim and change negotiation, and procurement expediting.

**1.4. PROJECT PLANNING AND ESTIMATING.** Rate 5% to 25% depending upon the effort spend by the contractor's management with overall project planning, scheduling, reporting, estimating, and accounting.

**1.5. COMMON SERVICES.** Rate 0% to 10% depending upon whether or not the contractor is to furnish security services, warehousing, common utilities, mobilization facilities and life support.

**1.6. PROJECT PARTICIPANTS.** Rate 2% to 10% depending upon involvement by the following: Regulatory agencies, architect engineers, operating contractors, using agencies, and assistance by contractor's home office (backup resources). No assistance = 10%.

**2. COMPLEXITY.** The different weights of Task order complexity range proportionately over four (4) categories.

**2.1. CATEGORY A (MAXIMUM COMPLEXITY - .25).** Task order for toxic wastes requiring Level A protection, requiring multiple disciplines or technologies, extensive unknowns, all operations involving first-of-its-kind processes and state-of-the-art controls, instrumentation and technology.

**2.2. CATEGORY B (NORMAL COMPLEXITY - .18).** Normal hazardous waste sites requiring Level B protection or extensive Level C protection, gas cylinders, on-site mobile laboratory, construction of water treatment plants and caps, all operations involving normal technology, controls and instrumentation.

**2.3. CATEGORY C (BELOW NORMAL COMPLEXITY - .12).** Minimal use of Level C protection, excavations, underground storage tank removal, operation of water treatment facilities.

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**2.4. CATEGORY D (MINIMAL COMPLEXITY - .05).** No potential exposure to hazardous waste, temporary roads, water sampling, temporary construction.

**2.5. COMBINED CLASSIFICATION.** In cases where the Task order includes facilities in more than one category, a com-bined classification will be computed for the entire Task order by estimating the percentage of facilities in each category and total.

**3. TASK ORDER COST.** Estimated Task order cost of five hundred thousand (\$500K) dollars or less is weighted at .15. Cost estimated between \$500K and ten million (\$10M) dollars is proportionately weighted from .15 to .02. Estimated Task order cost of over ten million (\$10M) dollars is weighted at .02. Use the formula:

$$\text{Weight} = .15 - (((\text{CWE}^* - 500) / 9,5000) \times .13)$$

\*CWE (thousands of dollars)

**4. SCHEDULE.** The different weights of schedule range proportionately from 0.10 to 0.02 depending upon site constraints. Task orders for projects requiring rapid mobilization and completion, also closures driven by regulatory constraints and/or environmental constraints are weighted at 0.10. Other Task orders are weighted proportionately in accordance with considered factors with those without time constraints rated at .02.

**5. LOCATION.** The different weights of location range proportionately from .10 to .02. Task orders on extremely constrained sites, in remote locations, or in climates having the extremes of hot or cold are weighted at .10. Task orders having locations other than the extreme are weighted proportionately in accordance with considered factors on location with normal locations weighted at .02.

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**ATTACHMENT 5**

**FEE COMPUTATION PROCESS**

Contract No.: \_\_\_\_\_

Task Order No.: \_\_\_\_\_

**I. GENERAL INFORMATION.**

A. Project Description . (Include a brief description of the Task order. Include estimated total Task order cost and Task order duration.)

B. Location . (Describe the Task order location. Include identification of Corps District and Resident/Area Office involved.)

C. Management Services Required . (Include a brief description of the services expected to be provided by the contractor's on-site management. Include a description of amount of subcontracting expected or allowed.)

D. Work Performed by Others . (Describe services or work to be furnished or performed by others such as design by architect-engineers or Government-furnished equipment or services.)

(Include additional pages as necessary.)

**II. WEIGHTED FACTOR EVALUATION.**

A. Management Effort . Rate the individual elements in accordance with the following table:

**MANAGEMENT EFFORT RATES**

<u>Element</u>	<u>Rate</u>	<u>Rationale</u>
Site Supervision	--%	

(Note: Rationale is to include one of the following:)

\* Subcontracting is 5%; Rate at 30%

\* Subcontracting is between 5% and 60%

Rate = 30 - (((Sub.% - 5) / 55) x 25)

\* Subcontracting is 60%; Rate at 5%

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Contracting, Procuring and Expediting	--%
Project Planning and Estimating	--%
Common Services	--%
Project Participants	--%
TOTAL	--%

MANAGEMENT EFFORT = % of .40 = .---

**B. Complexity.** List in the following table the cost and complexity category for each of the Task order's facilities.

**COMPLEXITY TABLE**

Facility	Cost By Complexity Category			
	A	B	C	D
	---	---	---	---
	(use additional pages as necessary.)			
Total	---	---	---	---
Percent	---	---	---	---

Compute the combined complexity:

Category A = --%; --- of .25 = .---

Category B = --%; --- of .18 = .---

Category C = --%; --- of .12 = .---

Category D = --%; --- of .05 = .---

TOTAL COMPLEXITY = .---

**C. Cost.** (State the estimated Task order cost (CWE) (thousands of dollars) including escalation, if allowed.) Use one of the following:

- 1) CWE is less than \$500K: weight = .15.
- 2) CWE is greater than \$500K but less than \$10,000:  
weight = .15 - (((CWE - 500) / 9,500) x .13)  
weight = .---
- 3) CWE is greater than \$10M: weight .02.  
COST is weighted at .---

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**D. Schedule.** (Provide complete justification for the weight selected. Use additional pages as necessary.)

SCHEDULE is weighted at .---

**E. Location .** (Provide complete justification for the weight selected. Use additional pages as necessary.)

LOCATION is weighted at .---

**III. FEE CALCULATION**

A. Total Weight of Factors :

Management Effort-- .---

Complexity----- .---

Cost----- .---

Schedule----- .---

Location----- .---

B. Fee Percentage Calculation :

Fee % = ((10 - 1) x Total factor weight) + 1

Fee % = -. ---%

C. Fee = Fee % of Task order Cost (\$---M)

CPFF Fee = \$-----

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**ATTACHMENT 6**  
**PREVIOUS EXPERIENCE FORM**

SOLICITATION NO.: DACA45-03-R-0021

**Previous 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 Description and Number (If IDIQ contract was used):
Task Order Description:
Was Offeror Prime or Subcontractor?:
Describe the Offeror's Primary Role/Duties:
% of work and (\$) Self Performed (labor and equipment) including indirect rates:
% of work and (\$) <del>prime contractor</del> On all subcontracts, purchase orders, and other direct costs including indirect rates:
Contract Type; Fixed Price, Time and Materials, Cost Reimbursement, Other:
Original Contract/Task Order (Project) Award (\$):
Final Contract/Task Order (Project) Amount (\$):
Explanation of Cost Growth:
Project order award Date:
Project <u>physical</u> work completion Date:
Project Terminated Early or Cure/Cause Letters Received? Y/N
Where there any OSHA reportable accidents? If so, please describe the accident, the cause, and describe any follow-up activities:
List/explain any customer concerns or dissatisfaction:

	SDB	WOB	SB	HBCU / MI	HUB ZONE	SD VOSB
Goals	%	%	%	%	%	%
Actual	%	%	%	%	%	%

**\*\*\*Not applicable to small business\*\*\***

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**Attachment 6 – Previous Experience Form (con't)**

Was Project Owner an agency of the federal government? Y/N
Describe Project Complexities; (Response time, technical, logistics, Regulatory, etc).
List any Value Engineering/Innovative Solutions Used:
State any unique Regulatory / Stakeholder/Customer issues encountered and subsequent resolutions:
Describe any analytical/regulatory/Transportation and Disposal actions:
Describe any unique Construction/Contract Management procedures used to effectively manage the project:
If teaming or Joint Venture was used, describe offerers role in the project.
Did offerer prepare project workplans , including Health and Safety Plan, Chemical Sampling and Analysis Plans, ? (Y/N)
Did offerer prepare cost proposal and participate in negotiations? (Y/N)
Did offerer provide health and safety oversight? (Y/N)
Did offerer prepare the final report? (Y/N)
Did offerer prepare invoice/voucher to customer? (Y/N)
Did offerer perform procurement and subcontract management on the project? (Y/N)
Was daily cost tracking used on this project? (Y/N)
Name, Address, FAX and telephone number of the owner/contract administrator/manager:
Name and Telephone number of a representative of your firm who is knowledgeable of this project and can be readily contacted:
Name and Telephone and FAX number of a representative of the owner who is knowledgeable of this project and can be readily contacted:
If Federally Funded project, provide agency name and point of contact who is knowledgeable of this project.

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**ATTACHMENT 7**  
**OWNER/CLIENT PAST PERFORMANCE SURVEY**

**PROJECT NO.:** \_\_\_\_\_

(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

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**ATTACHMENT 7 - OWNER/CLIENT PAST PERFORMANCE SURVEY** (continued)

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

Excellent      Good      Satisfactory      Fair      Unsatisfactory

3. Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name \_\_\_\_\_ Telephone \_\_\_\_\_

Title \_\_\_\_\_ Fax \_\_\_\_\_

E-Mail Address \_\_\_\_\_ Date \_\_\_\_\_



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**ATTACHMENT 8**

**Rapid Response Contractor Evaluation Form**

\_\_\_\_\_ FINAL      \_\_\_\_\_ INTERIM(optional)      Date: / /

Contract Number, D.O. Number: DACA45-03-D-00\_\_ , T.O. #

Project Name, Location: \_\_\_\_\_

Contractor, Project Manager: \_\_\_\_\_

1. Pre-Award Activities: rating
2. Pre-Mobilization Activities: rating
3. On-Site Construction Effort: rating
4. Post-Mobilization Activities: rating
5. Management: rating
6. Chemistry/Regulatory Compliance: rating
7. Health and Safety: rating
8. Cost Tracking/Monitoring/Forecasting/Invoices: rating
9. Procurement: rating

Overall Evaluation Rating: \_\_\_\_\_

See applicable rating comments on the following page(s)

Unsatisfactory = 1    Satisfactory = 2, 3, 4    Outstanding= 5

Narrative Comments for Numerical Ratings: \_\_\_\_\_

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

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7.

8.

9.

Overall Evaluation Rating:

Rapid Response Project Manager: \_\_\_\_\_

Rapid Response Construction Rep: \_\_\_\_\_

Rapid Response Operations Manager: \_\_\_\_\_

Rapid Response Program Manager: \_\_\_\_\_

Customer: \_\_\_\_\_

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<p style="text-align: center;"><b>Rapid Response Contractor Evaluation</b> <b>"Tickler List"</b></p>
--

**1. Pre-Award Activities:**

- Timeliness/accuracy of Work Plans
- Timeliness /accuracy of CSAP
- Timeliness /accuracy of HASP(SSHP)
- Timeliness/accuracy of cost proposal/reasonable assumptions
- Negotiations
- Effectiveness of Site Visit

**2. Pre-Mobilization Activities:**

- Cost tracking setup
- Staffing
- Equipment
- Scheduling
- Timely coordination/procurement of materials, vendors and subcontractors

**3. On-Site Construction Effort:**

- Resources, i.e., Equipment/manpower
- Management decisions
- Interaction with Customer/Public
- Interaction with USACE
- Quality of work
- Management of subcontractors
- Technical support during construction
- Schedule maintenance

**4. Post-Mobilization Activities:**

- Wrap-up/finalization of costs
- Final Report
- O&M manuals
- Property Transfers

**5. Management:**

- Program manager involvement
- Project Manager effectiveness
- Site Field Manager/Quality Control efforts
- Technical Support, availability, interfacing with the field
- Corporate Support (Legal, etc.)
- Compliance with Labor Standards
- Management of resources before/during/after mobilization

**6. Chemistry/Regulatory Compliance:**

- Chemistry and regulatory staff, services, and equipment
- Analytical data, timeliness/quality
- Coordination of Transportation & Disposal/cost effective options
- Waste Shipping Papers preparation and tracking
- Permits acquisition

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**7. Health and Safety:**

- Qualified Personnel
- Compliance with Safety Standards & Plans
- Accidents, injuries

**8. Cost Tracking/Monitoring/Cost Forecasting/Invoices:**

- Qualified personnel
- Accuracy of cost reports
- Timeliness of reports
- Timely invoices, reflect cost tracking reports

**9. Procurement:**

- Accurate Scopes, Statements of work for subcontracts/purchase orders
- Flow downs attached to subcontracts/purchase orders
- Timeliness of all procurement personnel/actions
- Delivery schedules, liquidated damages built into subcontracts/purchase orders when needed
- Competition/ Local Buy/ Best Value
- Subcontract Consent Packages properly/thoroughly prepared
- Incorporation of SB/SDB goals

*Note: A general score(1-5) will be given for each of the nine elements and the overall rating. The sub-items are used to define the element and will not be individually rated. If the contractor meets the requirements a mid point score will be given in which case no comments would be necessary. If the contractor exceeds or fails at a category, the score will be assigned accordingly and specific comments must be provided. The nine elements can be weighted differently if individual elements carry more importance or are more applicable on specific projects. The weight factors should be so noted in the comments section and an explanation provided as to how that factored into the overall evaluation.*

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**ATTACHMENT 9**

**SAMPLE PROBLEM**

**1. PROPOSED TECHNICAL APPROACH TO PROBLEM RESOLUTION:**

The contractor shall review the sample scenario and provide an **outline** of their proposed response. This outline shall depict the offeror's proposed technical approach to the problem. The narrative shall include assumptions and their rationale for choosing their preferred remedy to solve the problem. . Remember, management of the government's expectations to provide an efficient, economical and timely effort is a paramount importance. The outline shall demonstrate the following in twenty (20) pages or less for the scenario.

A: List all assumptions. This shall include sketches depicting the site, proposed staging areas, monitoring plans, areas of operations, hot zone and contamination reduction zones. Note: All sketches shall be counted as pages and numbered.

B: Provide a brief narrative describing response action from initial activities to final report.

- List your recommended number of site personnel by position category.
- List your recommended site activities and home office activities.
- List your submittals including expected work plans and final reports.
- Outline sequence of events from acceptance of task order to final report and close out.

C: Describe remediation activity and list proposed executor of activity, i.e. who is doing the work; prime, subcontractor, joint venture, teaming partner, supplier, or other.

D: Describe interaction of prime to; subcontractor, joint venture, teaming partner, supplier, etc., if applicable.

E: If applicable, list a proper US DOT shipping description-i.e. State your assumptions and decision logic (if any) to make this determination.

F: Examples of outline activities:

- Excavation techniques;
- Waste handling procedures (e.g. sampling, analysis, segregation, shipment, treatment, disposal);
- Debris handling procedures (e.g. options to minimize quantities for hazardous disposal);
- The anticipated waste codes/shipping names for the materials and/or other applicable documents for transport and disposal;
- Describe personnel, supplies and construction equipment requirements, etc.;
- Address safety issues.
- Address sampling issues; including, but not limited to atmosphere, post excavation, and disposal.
- Estimate site schedules. Describe phasing of site work, if applicable.
- Outline of Final Report

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**PRICING PROPOSAL:**

Requirements:

- Cost proposal shall be submitted based on technical approach to solving the sample problem scenario.
- The proposal shall be based on a cost reimbursement, fixed fee type task order.
- Applicable Davis Bacon Wage Rates, as applicable, shall apply (provided).
- The cost estimate shall be submitted using the estimating system/software, which will be proposed for the program.
- It shall not exceed 20 pages
- Provide a detail list of resources required for the remedy. This list shall state both "home office" and "field office" staff.
- Identify what resources are "owned" (including labor) and what will be subcontracted. If the proposer has a teaming or joint venture proposal, those resources shall be identified which are prime contractor and which are team/joint venture partner.
- The estimate shall be provided in a work breakdown structure format using the contractors desired WBS structure.
- The estimate must separate direct costs from indirect costs in order for the government to be able to analyze how the indirect rates are applied to the direct costs.
- The fixed fee shall be a single figure.

This cost proposal will be evaluated on logic, assessment of equipment and manpower, sampling requirements, monitoring requirements, safety requirements, investigative requirements, treatment and disposal requirements, and in implementing the field requirements necessary to meet the objectives. The clarity of the Cost Proposal and the display of information will be evaluated. The application of overhead, fees, miscellaneous expenses, and G&A to the cost proposal shall be applied to assist in evaluating in-house vs. subcontracted tasks.

**OFFICE PERSONNEL.** Provide the job titles, expected duties, and salary for all salaried employees slated for use in the scenario.

**FIELD PERSONNEL.** Provide the job titles, expected duties, and salary for all salaried employees slated for use in the scenario. For craft labor, use the provided Davis Bacon Rates.

**EQUIPMENT.** Provide a list of equipment rates for company owned equipment or realistic rental rates if the equipment is to be rented or leased for the sample scenario. Indicate if the proposed equipment is owned, or rented/leased.

**SUPPLIES & MATERIALS.** Provide a list of supplies and small tools to be used in the scenario. This shall include monitoring equipment, PPE, small tools, sample equipment, forms,

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#### **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 equip. 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 & repair of construction equipment.

Inventory - Disposable supplies

PPE - Personal 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-jons, investigative services, pipeline repair services, pipe line testing services, drillers, truckers, waste haulers, etc.

## **2. SAMPLE PROBLEM**

**GENERAL:** This sample problem is meant to generate a typical Task Order cost for this contract. Costs obviously are a function of the contractor's approach to the project, therefore that approach shall be briefly presented in an outline Work Plan. The outline shall address the approach to site work, material handling, disposal, waste and site sampling and monitoring to only to the extent the basis for costs is clear and to show that all required tasks have been identified. Work Items identified in the Work Plan shall be costed as discrete work items with supporting assumptions. Administration and support tasks not included in the Work Plan shall also be costed as discrete work items.

**CONTRACT:** The contractor shall assume that a cost-plus-fixed-fee Task Order will be utilized to perform the work described in this sample scope of work. The project plans shall address the contractor's management capability, both technically and contractually, as well as any subcontracting procurement and subcontract management requirements.

**LOCATION:** The site is located near Scotland, Surry County, Virginia. The area is bounded by a tidal wetland on the northwest and north side of the facility and a river with site access on the east and dry land on the south and south west. The site it self sets approximately 5 ft above the water level and slopes gently towards the wetlands with a more steeper bank dropping to the river. The remainder of the site is flat and may have been build on placed fill. Site size is approximately 500 ft by 700 ft rectangular.

**SITE HISTORY:** The site of concern is a former metal recycling facility. Loading facilities were present on the river portion of the facility. A segregation yard covered the southeast quadrant of the site adjacent to the loading dock.

A small scale smelting facility is present on the north side of the site with a slag pile adjacent to the building. Several other wood and metal buildings, including a small office and workshop are also present on the site. The facilities were apparently heated with steam heat. The smelting facility and the site heat plant were fueled by heating oil. A large AST is present on site and

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contains approximately 5,000 gallons of liquid. The tank is in poor condition and appears to have been leaking for some time. Several 55 gal drums of an undetermined oily liquid were also noted in and near the smelting facility.

Some piping feeding the smelter is above ground yet evidence for possible below ground piping is also present. Insulated steam pipes run between the heat plant in the smelter building and the other buildings on the site. Insulation is in the form of a canvas wrapped soft plaster like material. All structures on site are in poor condition. The stability of the smelting building is particularly in question. The site still has active utilities feeding it.

A number of large industrial transformer bodies were found on a cracked, oily concrete pad adjacent to the slag pile on the northern boundary of the site. There is evidence for run-off from this pad into the wetland area.

Included in the metal debris stockpiles were whole and partial tanks, a significant number of empty steel drums, electric motors and miscellaneous piping, cables, etc. A partially dismantled barge is present alongside the loading dock. Evidence of oil staining is present throughout the staging area.

Contaminants of concern identified during the preliminary site assessment include but are not limited to PCBs, solvent contaminated waste oil, metals.

**SCOPE OF WORK:** Demolition of all site facilities, removal of all debris, excavation of all contaminant hot spots both on the property and in the adjacent wetlands. All material sent for disposal shall be properly characterized and documented in compliance with all applicable regulations. In addition the potential for groundwater contamination associated with the leaking AST shall to be evaluated and if free product is identified a recovery system shall be installed. A detailed remedial investigation will be executed by the state lead agency following the completion of this removal action, therefore reporting shall be adequate to accurately convey baseline site conditions at the time of turn over.

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**ATTACHMENT 10**

**DAVIS-BACON WAGE RATES**  
 General Decision Number VA020085

Covered Areas: Norfolk-Virginia Beach-Newport News, VA  
 EA-023, Surry Co., a part

Minority % is 29.7  
 Female % is 6.9

General Decision Number VA020085  
 Superseded General Decision No. VA010085  
 State: Virginia Construction Type:  
 HEAVY County(ies):  
 BRUNSWICK ISLE OF WIGHT SURRY EMPORIA\* LUNENBURG  
 SUSSEX  
 FRANKLIN\* MECKLENBURG  
 GREENSVILLE SOUTHAMPTON

\*INDEPENDENT CITIES  
 HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

Modification Number	Publication Date
0	03/01/2002
1	04/12/2002
2	06/07/2002
3	06/21/2002
4	11/15/2002
5	01/03/2003
6	01/17/2003

COUNTY(ies):  
 BRUNSWICK ISLE OF WIGHT SURRY EMPORIA\* LUNENBURG SUSSEX  
 FRANKLIN\* MECKLENBURG  
 GREENSVILLE SOUTHAMPTON

BOILERMAKERS	Rates	Fringes
BOIL0045B 10/01/2002	23.87	14.24

ELECTRICIANS:	Rates	Fringes
Brunswick, Greenville, Lunenburg, Mecklenburg, and Southampton Counties	20.45	2.50+11.25%

+a

a. Workmen shall take off 2 hours with pay, at the discretion of the employer, on State and National Election days; Tuesday following the first Monday in November, provided they are qualified and vote.

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ELEC0666I 12/01/2002

	Rates	Fringes
ELECTRICIANS:		
Surry and Sussex Counties	23.17	3.48+11.00%

-----  
 ELEC1340H 12/01/2001

	Rates	Fringes
ELECTRICIANS:		
Isle of Wight County	19.15	2.40+11.25%

-----  
 ENGI0147J 05/01/2002

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
Cranes	19.38	6.43
Operators of all cranes of ninety tons and over capacity, and tower and climbing cranes where operator controls are more than one hundred feet above the ground, regardless of their capacity, will be paid \$1.00 per hour over the listed rate.		

-----  
 \* IRON0028H 01/01/2003

	Rates	Fringes
IRONWORKERS, STRUCTURAL & REINFORCING:		
Brunswick, Greenville, Lunenburg, Mecklenburg, and Sussex Counties	18.50	8.35

-----  
 IRON0079H 05/01/2002

	Rates	Fringes
IRONWORKERS, STRUCTURAL & REINFORCING:		
Isle of Wight, Southampton, and Surry Counties	19.43	5.06+11.9%

-----  
 SUVA2033A 06/22/1993

	Rates	Fringes
CARPENTERS	9.73	
CEMENT MASONS	8.67	1.01
LABORERS:		
Unskilled	6.79	
Pipelayers	7.55	
POWER EQUIPMENT OPERATORS:		
Backhoes	9.20	.26
Bulldozers	9.29	1.49
Mechanics	11.26	1.90
TRUCK DRIVERS	7.55	
WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.		

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

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

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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

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

END OF GENERAL DECISION

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**ATTACHMENT 11**

**SERVICE CONTRACT ACT WAGE RATES**  
94-2543 (R.30)

**WAGE DETERMINATION NO: 94-2543 REV (30) AREA: VA,NORFOLK**

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WAGE DETERMINATION NO: **94-2543** REV (30) AREA: VA,NORFOLK  
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.: 1994-2543  
William W.Gross Division of | Revision No.: 30  
Director Wage Determinations| Date Of Last Revision: 06/24/2002

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States: North Carolina, Virginia  
Area: North Carolina Counties of Camden, Chowan, Currituck, Gates, Pasquotank, Perquimans  
Virginia Counties of Chesapeake, Gloucester, Hampton, Isle of Wight, James City, Mathews,  
Newport News, Norfolk, Poquoson, Portsmouth, Southampton, Suffolk, Surry, Virginia Beach,  
Williamsburg, York

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

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	8.38
Accounting Clerk II	10.58
Accounting Clerk III	13.17
Accounting Clerk IV	14.28
Court Reporter	12.87
Dispatcher, Motor Vehicle	12.63
Document Preparation Clerk	10.68
Duplicating Machine Operator	9.93
Film/Tape Librarian	9.60
General Clerk I	7.91
General Clerk II	9.73
General Clerk III	12.10
General Clerk IV	13.53
Housing Referral Assistant	14.93
Key Entry Operator I	9.13
Key Entry Operator II	11.49
Messenger (Courier)	7.89
Order Clerk I	11.13
Order Clerk II	14.56
Personnel Assistant (Employment) I	11.16
Personnel Assistant (Employment) II	12.90
Personnel Assistant (Employment) III	13.63
Personnel Assistant (Employment) IV	15.61
Production Control Clerk	16.40
Rental Clerk	11.35
Scheduler, Maintenance	12.36
Secretary I	12.36
Secretary II	14.39

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Secretary III	16.42
Secretary IV	19.25
Secretary V	20.21
Service Order Dispatcher	12.14
Stenographer I	10.45
Stenographer II	12.90
Supply Technician	17.31
Survey Worker (Interviewer)	12.02
Switchboard Operator-Receptionist	9.20
Test Examiner	13.08
Test Proctor	13.08
Travel Clerk I	9.92
Travel Clerk II	10.59
Travel Clerk III	11.30
Word Processor I	10.70
Word Processor II	12.90
Word Processor III	13.50
Automatic Data Processing Occupations	
Computer Data Librarian	8.55
Computer Operator I	10.48
Computer Operator II	12.11
Computer Operator III	15.00
Computer Operator IV	17.38
Computer Operator V	18.47
Computer Programmer I (1)	19.24
Computer Programmer II (1)	21.77
Computer Programmer III (1)	25.96
Computer Programmer IV (1)	27.62
Computer Systems Analyst I (1)	25.31
Computer Systems Analyst II (1)	27.62
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	11.06
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	18.20
Automotive Glass Installer	16.60
Automotive Worker	16.60
Electrician, Automotive	17.38
Mobile Equipment Servicer	15.00
Motor Equipment Metal Mechanic	18.20
Motor Equipment Metal Worker	16.60
Motor Vehicle Mechanic	18.20
Motor Vehicle Mechanic Helper	14.15
Motor Vehicle Upholstery Worker	15.78
Motor Vehicle Wrecker	16.60
Painter, Automotive	17.38
Radiator Repair Specialist	15.78
Tire Repairer	13.37
Transmission Repair Specialist	18.20
Food Preparation and Service Occupations	
Baker	8.98
Cook I	8.39
Cook II	9.28
Dishwasher	7.42

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Food Service Worker	7.92	
Meat Cutter	11.54	
Waiter/Waitress	7.56	
Furniture Maintenance and Repair Occupations		
Electrostatic Spray Painter	20.27	
Furniture Handler	13.34	
Furniture Refinisher	16.03	
Furniture Refinisher Helper	13.05	
Furniture Repairer, Minor	14.56	
Upholsterer	16.03	
General Services and Support Occupations		
Cleaner, Vehicles	8.29	
Elevator Operator	7.60	
Gardener	10.19	
House Keeping Aid I	7.14	
House Keeping Aid II	9.15	
Janitor	8.74	
Laborer, Grounds Maintenance	9.52	
Maid or Houseman	7.11	
Pest Controller	9.61	
Refuse Collector	9.11	
Tractor Operator	9.71	
Window Cleaner	9.50	
Health Occupations		
Dental Assistant	11.11	
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	12.63	
Licensed Practical Nurse I	10.44	
Licensed Practical Nurse II	11.71	
Licensed Practical Nurse III	13.10	
Medical Assistant	9.79	
Medical Laboratory Technician	11.39	
Medical Record Clerk	10.90	
Medical Record Technician	13.15	
Nursing Assistant I	7.67	
Nursing Assistant II	8.63	
Nursing Assistant III	9.42	
Nursing Assistant IV	10.56	
Pharmacy Technician	11.84	
Phlebotomist	11.71	
Registered Nurse I	19.72	
Registered Nurse II	23.42	
Registered Nurse II, Specialist	23.42	
Registered Nurse III	28.34	
Registered Nurse III, Anesthetist	28.34	
Registered Nurse IV	33.96	
Information and Arts Occupations		
Audiovisual Librarian	14.23	
Exhibits Specialist I	15.55	
Exhibits Specialist II	18.89	
Exhibits Specialist III	20.98	
Illustrator I	17.63	
Illustrator II	21.42	
Illustrator III	23.78	

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Librarian	20.32
Library Technician	11.45
Photographer I	11.73
Photographer II	15.55
Photographer III	18.89
Photographer IV	20.98
Photographer V	25.39
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	6.95
Counter Attendant	6.95
Dry Cleaner	8.18
Finisher, Flatwork, Machine	6.95
Presser, Hand	6.95
Presser, Machine, Drycleaning	6.95
Presser, Machine, Shirts	6.95
Presser, Machine, Wearing Apparel, Laundry	6.95
Sewing Machine Operator	8.77
Tailor	9.68
Washer, Machine	7.49
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	18.33
Tool and Die Maker	20.31
Material Handling and Packing Occupations	
Forklift Operator	12.33
Fuel Distribution System Operator	15.10
Material Coordinator	16.72
Material Expediter	16.72
Material Handling Laborer	8.86
Order Filler	9.15
Production Line Worker (Food Processing)	12.00
Shipping Packer	11.59
Shipping/Receiving Clerk	10.56
Stock Clerk (Shelf Stocker; Store Worker II)	11.85
Store Worker I	9.42
Tools and Parts Attendant	14.93
Warehouse Specialist	14.36
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	20.53
Aircraft Mechanic Helper	15.13
Aircraft Quality Control Inspector	21.44
Aircraft Servicer	16.87
Aircraft Worker	17.74
Appliance Mechanic	16.03
Bicycle Repairer	13.37
Cable Splicer	18.47
Carpenter, Maintenance	16.03
Carpet Layer	17.61
Electrician, Maintenance	17.46
Electronics Technician, Maintenance I	15.47
Electronics Technician, Maintenance II	15.82
Electronics Technician, Maintenance III	16.95
Fabric Worker	14.56
Fire Alarm System Mechanic	16.79

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Fire Extinguisher Repairer	13.84
Fuel Distribution System Mechanic	18.32
General Maintenance Worker	15.31
Heating, Refrigeration and Air Conditioning Mechanic	16.79
Heavy Equipment Mechanic	16.79
Heavy Equipment Operator	16.79
Instrument Mechanic	16.79
Laborer	10.02
Locksmith	17.51
Machinery Maintenance Mechanic	16.75
Machinist, Maintenance	16.79
Maintenance Trades Helper	13.05
Millwright	20.58
Office Appliance Repairer	16.03
Painter, Aircraft	18.24
Painter, Maintenance	16.03
Pipefitter, Maintenance	16.79
Plumber, Maintenance	16.03
Pneudraulic Systems Mechanic	16.79
Rigger	16.79
Scale Mechanic	15.31
Sheet-Metal Worker, Maintenance	16.79
Small Engine Mechanic	15.31
Telecommunication Mechanic I	16.79
Telecommunication Mechanic II	20.16
Telephone Lineman	16.79
Welder, Combination, Maintenance	16.79
Well Driller	16.79
Woodcraft Worker	16.79
Woodworker	13.84
Miscellaneous Occupations	
Animal Caretaker	7.35
Carnival Equipment Operator	9.24
Carnival Equipment Repairer	9.69
Carnival Worker	6.58
Cashier	7.09
Desk Clerk	7.98
Embalmer	17.93
Lifeguard	8.07
Mortician	19.39
Park Attendant (Aide)	10.13
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8.22
Recreation Specialist	13.50
Recycling Worker	11.15
Sales Clerk	8.07
School Crossing Guard (Crosswalk Attendant)	9.00
Sport Official	7.02
Survey Party Chief (Chief of Party)	12.43
Surveying Aide	7.76
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	11.30
Swimming Pool Operator	10.33
Vending Machine Attendant	10.14
Vending Machine Repairer	11.88

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Vending Machine Repairer Helper	10.14
Personal Needs Occupations	
Child Care Attendant	7.15
Child Care Center Clerk	11.06
Chore Aid	6.57
Homemaker	10.63
Plant and System Operation Occupations	
Boiler Tender	16.79
Sewage Plant Operator	17.81
Stationary Engineer	16.79
Ventilation Equipment Tender	13.05
Water Treatment Plant Operator	17.81
Protective Service Occupations	
Alarm Monitor	10.86
Corrections Officer	13.17
Court Security Officer	13.19
Detention Officer	13.19
Firefighter	13.65
Guard I	8.18
Guard II	9.79
Police Officer	16.90
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	14.84
Hatch Tender	14.84
Line Handler	14.84
Stevedore I	14.04
Stevedore II	15.42
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	13.01
Archeological Technician II	14.63
Archeological Technician III	18.07
Cartographic Technician	17.38
Civil Engineering Technician	18.89
Computer Based Training (CBT) Specialist/ Instructor	23.07
Drafter I	11.46
Drafter II	12.90
Drafter III	16.21
Drafter IV	19.70
Engineering Technician I	15.58
Engineering Technician II	16.67
Engineering Technician III	20.54
Engineering Technician IV	24.87
Engineering Technician V	29.05
Engineering Technician VI	35.89
Environmental Technician	16.43
Flight Simulator/Instructor (Pilot)	26.55
Graphic Artist	18.24
Instructor	19.19
Laboratory Technician	13.51
Mathematical Technician	18.07

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Paralegal/Legal Assistant I	12.85	
Paralegal/Legal Assistant II	15.60	
Paralegal/Legal Assistant III	19.09	
Paralegal/Legal Assistant IV	23.09	
Photooptics Technician	18.89	
Technical Writer	18.98	
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)	15.49	15.49
Weather Observer, Senior (3)	16.76	
Weather Observer, Upper Air (3)	15.49	
Transportation/ Mobile Equipment Operation Occupations		
Bus Driver	10.22	
Parking and Lot Attendant	7.51	
Shuttle Bus Driver	9.80	
Taxi Driver	9.68	
Truckdriver, Heavy Truck	13.31	
Truckdriver, Light Truck	9.80	
Truckdriver, Medium Truck	10.73	
Truckdriver, Tractor-Trailer	13.31	

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.15 an hour or \$86.00 a week or \$372.67 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed

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in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, 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 ordnance, (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 ordnance, 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 ordnance, 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

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

The process for preparing a conformance request is as follows:

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

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

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**STATEMENT OF EQUIVALENT FEDERAL WAGE RATES**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFT, 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 are employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

**THIS CLAUSE IS FOR INFORMATION ONLY:  
IT IS NOT A WAGE DETERMINATION**

**Hourly Compensation**

<b>Employee Class</b>	<b>Wages</b>	<b>Fringe Benefits</b>	<b>Total</b>
Chemist	26.81	14.75	41.56
Engineer Tech III	12.20	6.71	18.91
Lab Tech	13.60	7.48	21.08
Program/Project Manager	31.88	17.53	49.41
Geologist	26.81	14.75	41.56
Hydrogeologist	26.81	14.75	41.56

End of Section J

**Section L**  
**Instructions, Conditions, and Notices to Offerors**

**1. CODE OF FEDERAL REGULATIONS (CFR) – Title 13 - SMALL BUSINESS ADMINISTRATION**  
**Business Credit as revised January 1, 1998.**

**Sec. 124.510.** What percentage of work must a Participant perform on an 8(a) contract?

- a. To assist the business development of Participants in the 8(a) BD program, an 8(a) contractor must perform certain percentages of work with its own employees. These percentages and the requirements relating to them are the same as those established for small business set-aside prime contractors, and are set forth in Sec. 125.6 of this title.
- b. A Participant must certify in its offer that it will meet the applicable percentage of work requirement. SBA will determine whether the firm will be in compliance as of the date of award of the contract for both sealed bid and negotiated procurements.
- c. Indefinite quantity contracts. (1) In order to ensure that the required percentage of costs on an indefinite quantity 8(a) award is performed by the Participant, the Participant must demonstrate semiannually that it has performed the required percentage to that date. For a service or supply contract, this does not mean that the Participant must perform 50 percent of the applicable costs for each task order with its own force, or that a Participant must have performed 50 percent of the applicable costs at any point in time during the contract's life. Rather, the Participant must perform 50 percent of the applicable costs for the combined total of all task orders issued to date at six-month intervals.

Example to paragraph (c)(1): Two task orders are issued under an 8(a) indefinite quantity service contract during the first six months of the contract. If \$100,000 in personnel costs are incurred on the first task order, 90% of those costs (\$90,000) are incurred for performance by the Participant's own work force, and the second task order also required \$100,000 in personnel costs, the Participant would have to perform only 10 percent of the personnel costs on the second task order because it would still have performed 50% of the total personnel costs at the end of the six-month period (\$100,000 out of \$200,000).

- (2) Where there is a guaranteed minimum condition in the indefinite quantity 8(a) award, the required performance of work percentage need not be met on task orders issued during the first six months of the contract. In such a case, however, the percentage of work that a Participant may further contract to other concerns during the first six months of the contract may not exceed 50 percent of the total guaranteed minimum dollar value to be provided by the contract. Once the guaranteed minimum amount is met, the general rule for indefinite quantity contracts set forth in paragraph (c)(1) of this section applies.

Example to paragraph (c)(2): Where a contract guarantees a minimum of \$100,000 in professional services and the first task order is for \$60,000 in such services, the Participant may perform as little as \$10,000 of the personnel costs for that order. In such a case, however, the Participant must perform all of the next task order(s) up to \$40,000 to ensure that it performs 50% of the \$100,000 guaranteed minimum (\$10,000 + \$40,000 = \$50,000 or 50% of the \$100,000).

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- (3) The applicable SBA District Director may waive the provisions in paragraphs (c)(1) and (c)(2) of this section requiring a Participant to meet the applicable performance of work requirement at the end of any six-month period where he or she makes a written determination that larger amounts of subcontracting are essential during certain stages of performance, provided that there are written assurances from both the Participant and the procuring activity that the contract will ultimately comply with the requirements of this section. Where SBA authorized a Participant to exceed the subcontracting limitations and the Participant does not ultimately comply with the performance of work requirements by the end of the contract, SBA will not grant future waivers for the Participant.

**Sec. 124.513.** Under what circumstances can a joint venture be awarded an 8(a) contract?

- a. General.
  - (1) If approved by SBA, a Participant may enter into a joint venture agreement with one or more other small business concerns, whether or not 8(a) Participants, for the purpose of performing a specific 8(a) contract.
  - (2) A joint venture agreement is permissible only where an 8(a) concern lacks the necessary capacity to perform the contract on its own, and the agreement is fair and equitable and will be of substantial benefit to the 8(a) concern. However, where SBA concludes that an 8(a) concern brings very little to the joint venture relationship in terms of resources and expertise other than its 8(a) status, SBA will not approve the joint venture arrangement.
- b. Size of concerns to an 8(a) joint venture.
  - (1) A joint venture of at least one 8(a) Participant and one or more other business concerns may submit an offer as a small business for a competitive 8(a) procurement so long as each concern is small under the size standard corresponding to the SIC code assigned to the contract, provided:
    - (i) The size of at least one 8(a) Participant to the joint venture is less than one half the size standard corresponding to the SIC code assigned to the contract; and
    - (ii) (A) For a procurement having a revenue-based size standard, the procurement exceeds half the size standard corresponding to the SIC code assigned to the contract; or  
(B) For a procurement having an employee-based size standard, the procurement exceeds \$10 million;
  - (2) For sole source and competitive 8(a) procurements that do not exceed the dollar levels identified in paragraph (b)(1) of this section, an 8(a) Participant entering into a joint venture agreement with another concern is considered to be affiliated for size purposes with the other concern with respect to performance of the 8(a) contract. The combined annual receipts or employees of the concerns entering into the joint venture must meet the size standard for the SIC code assigned to the 8(a) contract.
  - (3) Notwithstanding the provisions of paragraphs (b)(1) and (b)(2) of this section, a joint venture between a protégé firm and its approved mentor

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**Instructions, Conditions, and Notices to Offerors**

(see Sec. 124.520) will be deemed small provided the protégé qualifies as small for the size standard corresponding to the SIC code assigned to the procurement and has not reached the dollar limit set forth in Sec. 124.519.

- c. Contents of joint venture agreement. Every joint venture agreement to perform an 8(a) contract, including those between mentors and protégés authorized by Sec. 124.520, must contain a provision:
- (1) Setting forth the purpose of the joint venture;
  - (2) Designating an 8(a) Participant as the managing venturer of the joint venture, and an employee of the managing venturer as the project manager responsible for performance of the 8(a) contract;
  - (3) Stating that not less than 51 percent of the net profits earned by the joint venture will be distributed to the 8(a) Participant(s);
  - (4) Providing for the establishment and administration of a special bank account in the name of the joint venture. This account must require the signature of all parties to the joint venture or designees for withdrawal purposes. All payments due the joint venture for performance on an 8(a) contract will be deposited in the special account; all expenses incurred under the contract will be paid from the account as well;
  - (5) Itemizing all major equipment, facilities, and other resources to be furnished by each party to the joint venture, with a detailed schedule of cost or value of each;
  - (6) Specifying the responsibilities of the parties with regard to contract performance, source of labor and negotiation of the 8(a) contract;
  - (7) Obligating all parties to the joint venture to ensure performance of the 8(a) contract and to complete performance despite the withdrawal of any member;
  - (8) Designating that accounting and other administrative records relating to the joint venture be kept in the office of the managing venturer, unless approval to keep them elsewhere is granted by the District Director or his/her designee upon written request;
  - (9) Requiring the final original records be retained by the managing venture upon completion of the 8(a) contract performed by the joint venture;
  - (10) Stating that quarterly financial statements showing commutative contract receipts and expenditures (including salaries of the joint venture's principals must be submitted to SBA not later than 45 days after each operating quarter of the joint venture; and
  - (11) Stating that a project-end profit and loss statement, including a statement of final profit distribution, must be submitted to SBA no later than 90 days after completion of the contract.
- d. Performance of work. For any 8(a) contract, including those between mentors and protégés authorized by Sec. 124.520, the joint venture must perform the applicable percentage of work required by Sec. 124.510, and the 8(a) partner(s) to the joint venture must perform a significant portion of the contract
- e. **Prior approval by SBA. SBA must approve a joint venture agreement prior to the award of an 8(a) contract on behalf of the joint venture.**
- f. Contract execution. Where SBA has approved a joint venture, the procuring activity will execute an 8(a) contract in the name of the joint venture entity,

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- g. Amendments to joint venture agreement. All amendments to the joint venture agreement must be approved by SBA.
- h. Inspection of records. SBA may inspect the records of the joint venture without notice at any time deemed necessary.

**2. 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 addresses:

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

**3. 52.204-6 -- Data Universal Numbering System (DUNS) Number (June 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.

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

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**4. 52.215-1 Instructions to Offerors -- Competitive Acquisition (May 2001)**  
**(Alternate I (Oct 1997) –**

(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, which 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 modification, 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

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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:

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

- (2) Mark each sheet of data it wishes to restrict with the following legend:  
Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.*

- (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and sub factors 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 after conducting discussions with offerors whose proposals have been determined to be within the competitive range. 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. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) The Government may disclose the following information in postaward debriefings to other offerors:
  - (i) The overall evaluated cost or price and technical rating of the successful offeror;
  - (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

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- (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.

**5. 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.

**6. 52.215-20 -- Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (Oct 1997) (Alternate I (Oct 1997))**

**(a) Exceptions from cost or pricing data.**

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) *Commercial item exception.* For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include --

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), *e.g.*, wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant

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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 and 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.

**7. 52.216-1 – Type of Contract (Apr 1984)**

The Government contemplates award of one (1) Contract resulting from this solicitation.

**8. 52.222-24 -- Preaward On-Site Equal Opportunity Compliance Evaluation (Feb 1999)**

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors will anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

**9. 52.222-46 -- Evaluation of Compensation for Professional Employees (Feb 1993)**

(a) Recompensation of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, and used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same

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professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

**10. 52.225-12 -- Notice of Buy American Act Requirement-Construction Materials Under Trade Agreements (May 2002) (Alternate I (May 2002))**

(a) *Definitions.* "Construction material," "designated country construction material," "domestic construction material," "foreign construction material," and "NAFTA country construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act--Construction Materials under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b) *Requests for determination of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American Act shall submit the request with its offer, including the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11.

(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 materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

(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, other than designated country or NAFTA country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic, designated country, or NAFTA country 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 FAR clause 52.225-11 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 FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic, designated country,

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or NAFTA country construction material, and the offeror shall be required to furnish such domestic, designated country, or NAFTA country 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.

**11. 252.227-7016 Rights in Bid or Proposal Information (JUN 1995)**

(a) *Definitions.*

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

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

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

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

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

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

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

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

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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.

**12. 52.232-13 -- Notice of Progress Payments (Apr 1984)**

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

**13. 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:

Contracting Officer  
U.S. Army Corps of Engineers, Omaha District  
Attn: CENWO-CT-ER(Hadley)  
106 South 15<sup>th</sup> Street  
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.

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**14. 52.237-10 -- Identification of Uncompensated Overtime (Oct 1997)**

(a) Definitions. As used in this provision -- Uncompensated overtime means the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours.

Uncompensated overtime rate is the rate that results from multiplying the hourly rate for a 40-hour workweek by 40, and then dividing by the proposed hours per week. For example, 45 hours proposed on a 40-hour workweek basis at \$20 per hour would be converted to an uncompensated overtime rate of \$17.78 per hour ( $\$20.00 \times 40 \div 45 = \$17.78$ ).

(b) For any proposed hours against which an uncompensated overtime rate is applied, the offeror shall identify in its proposal the hours in excess of an average of 40 hours per week, by labor category at the same level of detail as compensated hours, and the uncompensated overtime rate per hour, whether at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.

(c) The offeror's accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.

(d) Proposals that include unrealistically low labor rates, or that do not otherwise demonstrate cost realism, will be considered in a risk assessment and will be evaluated for award in accordance with that assessment.

(e) The offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.

**15. 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 Districts Advertised Solicitation website. The **website address is:**

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

**All amendments will be posted to that 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.

**15.1. CONTRACTUAL AND TECHNICAL POINT OF CONTACT**

U.S. Army Corps of Engineers, Omaha District  
Attn: CENWO-CT-ER (Overgaard)  
106 South 15<sup>th</sup> Street  
Omaha, NE 68102-1618  
Phone: (402) 221-3031 Fax: (402) 221-4199  
E-mail: [Pat.M.Overgaard@usace.army.mil](mailto:Pat.M.Overgaard@usace.army.mil)

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**NOTE:** All questions and/or comments should reach said offices no later than 10 work 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.

**15.2. PROPOSAL EXPENSES AND PRECONTRACT COSTS**

This Request for Proposal (RFP) does not commit the Government to any costs incurred in the preparation and submission of a proposal or for any other costs incurred by any firm submitting a proposal in response to this solicitation.

**15.3. METHOD OF PROCUREMENT.**

**15.3.1.** U.S. Army Corps of Engineers (CENWO-CT) intends to procure this acquisition by use of a Competitive Source Selection Procedure Set-Aside for Section 8(a) Business Concerns in accordance with the provisions set forth in the Request for Proposal (RFP). From this solicitation, one (1) contract award for an Indefinite Delivery type with Firm-Fixed-Price and Cost-Reimbursable pricing features, may be awarded to the offeror submitting a proposal determined to be most advantageous to the Government, price, and other factors considered. It is strongly suggested that the provisions stated in the proposal information be fully studied prior to assembly of the proposal.

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

**15.3.3.** 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.

**15.3.4.** The government reserves the right to discuss aspects of their proposal with any or all proposers in the competitive range upon completion of the evaluation, and to award a contract to other than the proposer submitting the lowest priced offer. Proposers are advised that the government may make award without discussion, clarifications or any contact concerning the proposals received, Therefore, proposal should be submitted initially on the most favorable terms from a price and technical standpoint which the proposer can submit to the government. Do not assume that you will be contacted or afforded an opportunity to clarify, discuss or revise your proposal.

**15.3.5.** The Omaha District U.S. Army Corps of Engineers, intends to utilize a two-phase selection approach. See Section M for details.

**15.4. PROPOSAL SUBMITTALS –**

Offerors intending to hand deliver their proposal, shall contact Pat Overgaard, Contract Specialist, at (402) 221-3031, or (402) 221-4100 (Contracting Receptionist) upon arriving at the controlled entry point at the address stated below. Contracting Representative will then escort offeror or his designated representative to the Contracting Division. The clock in the controlled entry point shall be considered the official time clock in reference to the solicitation closing date/time. Proposals received after this time shall be considered "late" and will be handled in accordance FAR 52.215-1 – Instructions to Offerors – Competitive Acquisition (May 2001).

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**The proposals will be received until 15:00 p.m.(3:00 p.m.) Central Time, 13 May 2003 at:**

U.S. Army Corps of Engineers, Omaha District  
ATTN: CENWO-CT-ER (Overgaard)  
106 South 15<sup>th</sup> Street  
Omaha, NE. 68102-1618

**The Packaging that contains the Proposal shall be marked:**

**“Proposals for Solicitation DACA45-03-R-0021, DO NOT OPEN”**

**15.5. PREPROPOSAL CONFERENCE.** A preproposal conference shall be held on 17 April 2003 **UNO Peter Kiewit Center, 1313 Farnam Street, Room 102, Omaha, NE 68102** between the hours of 1:30 P.M.. and 5:00 P.M., CST.

**15.5.1.** Prospective offerors who plan to attend the conference are requested to provide to Ms. Ginger Gruber by phone at: (402) 221-4103, or FAX at (402) 221-4199 at least 5 work days prior to the pre-proposal conference, a list of the names and titles of the representatives attending the conference. With the limited seating available, it is requested that the number of the offeror personnel attending the pre-proposal conference be limited to a maximum of three representatives per firm.

**15.5.2.** All participating firms are strongly encouraged to prepare their written questions/comments in advance of the Pre-Proposal Conference and submit them early to the U. S. Army Corps of Engineers, (Attn: CENWO-CT (Mr. Doug Hadley or Ms. Ginger Gruber), 106 South 15<sup>th</sup> Street, Omaha, NE 68102 either by letter or FAX ((402) 221-4199).

**IMPORTANT NOTE!! 1) Remarks and explanations addressed during the conference shall not qualify or alter the terms and conditions of the solicitation. 2) The terms and conditions of the solicitation to include specifications will remain unchanged unless the solicitation is formally amended in writing.**

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**16. PROPOSAL FORMAT**

**16.1.** All proposals shall contain the requirements stated below and be bound into volumes using *three ring binders* with a cover sheet displaying the RFP number, contractor name, and an index of the sections of each volume. Proposal clarity, organization and the overall page limitation are required. The entire proposal shall be limited to one hundred and ~~ninesix~~ (1096) numbered pages, maximum. Page limitations shall include typewritten text pages, charts, graphs, figures, diagrams etc. Double-sided copies are considered as two pages. The volumes shall include the following:

- (a) Volume number on proposal cover,
- (b) The prime or joint ventures name, address, signature and telephone number shall appear in the lower left corner of the cover page and table of contents of any document/volume to be evaluated. Proposal volume cover format is at the offerors discretion so long as the information required by this paragraph and subsequent paragraphs are met.
- (c) Table of contents and a cross-reference to the solicitation paragraphs,
- (d) List of tables/figures,
- (e) Volume number, section and date submitted shall appear in the bottom right corner of each page (along with the revision number for the amended page, if necessary)

**16.2. PAGE LIMITATION.** The entire proposal shall be limited to one hundred and ~~ninesix~~ (1096) consecutively numbered pages, **maximum. PROPOSALS WHICH EXCEED THE PAGE LIMITATION WILL HAVE ONLY THE FIRST ONE HUNDRED AND ~~NINESIX~~ (1096) PAGES OF THE PROPOSAL EVALUATED. INFORMATION APPEARING THEREAFTER WILL NOT BE EVALUATED.** The page size of the Offeror's proposal shall not exceed an 8-1/2 inch by 11-inch sheet of paper. Please refer to Section I, FAR 52.204-4 – PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUGUST 2000) for printing/duplicating instructions. **Note: Double sided copies are considered as two pages.** Page limitation shall include typewritten test pages, charts, graphs, figures, diagrams, schematics, etc. aside from those items specifically stated as exempt from the page count. Outlines and other similar information documents shall be included as numbered pages – **no exceptions.** When included, foldout pages shall fold entirely within the volume. Each 8-1/2 inch by 11-inch section of foldout shall count as one page. The volumes are limited to single spaced typewritten pages using 10 or 12 characters per inch, 12 point proportional font or equivalent as the minimum size standards for text. Font smaller than 12 point may be used for organizational charts and graphs, as long as it is legible. Minimum page margins, for written text, are one-inch (1") on the top, bottom, left, and right sides.

**NOTE: The Proposal Cover, Table of Contents, List of Tables/Figures, Separator Tabs, Volume II, Section I are excluded from the page count limitation.**

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**16.3. FORMAT.**

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

Sample Proposal Format

<b>Table 1 - Proposal Format</b>			
	<b>Maximum Limit of Pages per Volume</b>		<b>Required Number of Proposals</b>
<b>Proposal Document</b>	<b>Maximum Page Limit per Section</b>	<b>Original</b>	<b>Copies Required</b>
<b>Volume I</b>			
Volume I, Section I, Tab 1 – Previous Experience	<b>10</b>	<b>1</b>	<b>6</b>
Volume I, Section I, Tab 2 – Organizational Structure of Submitting Firm or Proposed Team	<b>15</b>		
<ul style="list-style-type: none"> <li>• Volume I, Section I, Tab 2a - Proposed Health &amp; Safety Program</li> <li>• Volume I, Section I, Tab 2b – Proposed Chemical/Regulatory Program</li> <li>• Volume I, Section I, Tab 2c – Proposed Accounting/Procurement/Contract Administration Program</li> <li>• Volume I, Section I, Tab 2d – Quality Assurance Program</li> <li>• Volume I, Section I, Tab 2e – Construction Management</li> </ul>	<b>15</b>	<b>1</b>	<b>6</b>
	<b>(Total for Section 30 Pages)</b>		
Volume I, Section I, Tab 3 – Resumes of Key Personnel for this Contract	<b>16</b>	<b>1</b>	<b>6</b>
Volume I, Section II, Tab 1 – Past Performance Project Narrative with Points of Contact			
<ul style="list-style-type: none"> <li>• <u>Past Performance Survey Forms (10 pages)</u></li> <li>• <u>Projects terminated for default during the last three (3) years (2 pages)</u></li> <li>• <u>Project Point of Contacts (1 page)</u></li> </ul>	<del><b>130</b></del>	<b>1</b>	<b>6</b>
<b>Volume II</b>			
Volume II, Section I – Contractor Information & Certifications:			
Tab 1- SF 33, Solicitation, Offer and Award (Section A) Tab 2- Representations and Certifications (Section K) Tab 3- Federally Approved Audit Agency Tab 4- SBA Certification Tab 5- Compensation for Professional Employees Tab 6- Supplies or Services and Cost/Price (Section B) and Cost Pool Information	<b>N/A</b>	<b>1</b>	<b>6</b>

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Volume II, Section II - Technical Approach and Proposal for Sample Problem				
Tab 1- Technical Approach	<b>20</b>	<b>1</b>	<b>6</b>	
Tab 2- Proposal for Sample Problem	<b>20</b>	<b>1</b>	<b>6</b>	
<b>Maximum Limit of Pages for Entire Proposal</b>	<b>1096</b>			

**PHASE I**

**17. VOLUME CONTENT** – Proposals submitted in response to this solicitation shall consist of the contents required in the sub-paragraphs described below:

**VOLUME I, SECTION I, Tab 1 – SUMMARY OF PREVIOUS EXPERIENCE – RAPID RESPONSE, HTRW PROJECTS**

Provide 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 Section C of this solicitation.

A project is defined as: Work performed pursuant to one specific task order of an indefinite delivery/indefinite quantity (ID/IQ) type contract at one site or multiple sites at a single installation or facility or a work performed pursuant to a site-specific contract for one site or multiple sites within a single installation or facility. An ID/IQ type contract or the performance of work pursuant to multiple task orders of an ID/IQ type contract does not represent a "project" within this definition. If the offeror provides a specific task order as its "project", it shall provide the base contract number and the task order number for reference purposes. If the offeror provides a site-specific contract as its "project", it shall provide the contract number for reference purposes. The projects must have been **completed** within the last three (3) years. A **completed project** is defined as: Work performed under a "project" as defined above that is substantially complete to the satisfaction of the customer. **The Government has provided a sample Past Performance Form as provided in Section J of this solicitation for usage by the offeror.** The offeror may provide additional narrative on any or all projects provided the offeror does not exceed 2 pages per project and the page count as specified in Section L of this solicitation. It is suggested that the offeror include their past performance information in their proposal in case one or more of the owner/client(s) does not respond with past performance information in a timely manner. The offeror should present projects that show experience in **time sensitive response projects**. Examples ~~could include a range of~~ ~~should provide a range of~~ Federal, Private, U.S. Army Corps of Engineers executed projects. Emphasis should be placed on cost reimbursement contracts/task orders. The offeror must indicate whether it was prime or subcontractor on each project. If the offeror was the prime contractor, the offeror shall also describe its primary role/duties in execution of the work (i.e. the major components of the project which were completed by the prime's staff and major components which were subcontracted out). The offeror shall also provide information on the project as to the size, complexity, and distinctive and/or unique features of the project. The offeror should provide specific information to demonstrate that it has relevant experience to all of the possible activities for this project as listed in Section C of this solicitation.

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**VOLUME I, SECTION I, Tab 2 - ORGANIZATIONAL STRUCTURE OF THE SUBMITTING FIRM OR PROPOSED TEAM**

a. Organizational structure of the submitting firm or proposed team. The organizational structure of the basic company shall be outlined through a narrative and/or a diagrammed organizational chart. Key capabilities such as chemistry organization, safety organization, project management organization, engineering capability etc. shall be shown and briefly described. The relationship of these capabilities to the offeror shall be described i.e. owned, subcontracted.

b. Organizational structure of the submitting firm or proposed team (only applicable if a teaming or joint venture is proposed). If the offeror is going to propose to utilize a team or joint venture approach the organization shall be outlined through a narrative and/or a diagrammed organizational chart. Key capabilities such as chemistry organization, safety organization, project management organization, engineering capability etc., shall be shown and briefly described. It is important that the offeror clearly define the organizational responsibilities/ interaction of the team or joint venture units and briefly describe how the cohesiveness of the combined venture will be able to act as one company. Small business's are encouraged to form teaming arrangements, joint ventures, or consortiums involving two or more small businesses. For consolidated acquisitions, the size standard is applied to the individual 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 a small business.

Provide a general synopsis of the firm, team or joint venture (JV) submitting this proposal. This discussion shall include ~~a~~ historic background ~~of~~ the submitting firm (or team/JV), current and ~~relevant pending~~ contracts and other information ~~supporting describing~~ overall firm (or team/JV) experience, capabilities and stability. Provide a description of how the firm/joint venture/teaming arrangement proposes to meet the requirements of Title 13, Section 124.510 (50% rule).

**VOLUME I, SECTION I, Tab 2a – Proposed Health and Safety Program:**

a. Proposed safety organization. The contractor shall describe or provide adequate charts/organizational charts to outline their proposed safety organization. The contractor shall describe their Corporate approach to safety and provide a Safety and health outline/synopsis of their organization. The synopsis shall include but not be limited to the following.

- 1) Makeup/job title of the professional staff, to include overall numbers of dedicated Safety and Health personnel.
- 2) Number and type of Safety and Health staff with professional registration / certification and certificate / registration they hold.
- 3) Corporate philosophy concerning the use of their own dedicated Safety and Health resources or subcontracted / teamed resources.

**VOLUME I, SECTION I, Tab 2b – Proposed Chemical/Regulatory Program:**

a. Proposed chemical organization. The contractor shall describe or provide adequate charts/organizational charts to outline their proposed chemistry/regulatory organization. The contractor shall describe their Corporate approach to Chemical Quality Control, their standard procedures for implementation of typical Chemical Quality Control and Regulatory T & D

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Manifesting activities and other information as deemed necessary to describe this item. If the contractor is proposing to use significant competitive /teaming/joint venture subcontractors to fulfill this requirement there relationship to the prime contractor shall be described as necessary to assure the government that an adequate working relationship has or can be established.

**VOLUME I, SECTION I, Tab 2c – Proposed Accounting/Procurement/Contract Administration Program:**

a. Proposed accounting organization. In a brief narrative discuss your firms experience, policies, procedures, and requirements in reference to the management of cost reimbursement contracts/task orders. Provide a brief synopsis of the ability of your firm to provide adequate cost reimbursement accounting procedures which should include but not be limited to the following:

- 1) Provide a synopsis of your cost reimbursable cost tracking system to be utilized for this contract. If you are proposing to use formal teaming or joint venture partners the synopsis shall include a description of how the integration of this accounting system will be made.
- 2) Provide a synopsis of Company Policies and Procedures relative to purchasing, cost and financial accounting, inventory, timekeeping and estimating.
- 3) Experience utilizing U.S. Environmental Protection Agency's Removal Cost Management System (RCMS) software.

**VOLUME I, SECTION I, Tab 2d – Quality Assurance Program:**

a. The offeror shall provide a narrative of its engineering & construction quality assurance/quality control (QA/QC) program and its business practices, which demonstrates adherence to the QA/QC program.

**VOLUME I, SECTION I, Tab 2e - Construction Management:**

a. The offeror shall indicate the proposed location of the Rapid Response Operations Management Office. Discuss the integration of key project management functions, (e.g. accounting, billing, procurement, property management, technical support, regulatory support) into the operations management office. Discuss the location, number and type of operational support facilities/offices and resources available that is anticipated for use under this Rapid/Immediate Response contract.

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**VOLUME I, SECTION I, Tab 3 – PERSONNEL: RESUMES OF KEY PERSONNEL FOR THIS CONTRACT**

a. Resumes of key personnel. Include by name on a simplified organizational chart, the key personnel identified in this section responsible for project execution (may include dual assignments.) The offeror shall include a brief resume of these personnel that are anticipated to be used on this contract. The resumes should clearly display proposed job title, education, special qualifications and complete experience record showing title, specific duties, responsibilities and assignments within the last five years.

NOTE: The simplified organizational charts required in a. and b. above may be included on the same page at the offerors discretion.

**(1) PROGRAM MANAGER.** The offeror shall provide one (1) resume for the individual who will be designated as the Program Manager. The Program Manager shall be the Corporate POC for the Rapid Response Program. The Program Manager shall ensure the successful and efficient use of the Rapid Response Contract. The Program Manager shall be competent, experienced and knowledgeable in; The management of hazardous and toxic waste cleanups; Business Development; Knowledge of the Environmental marketplace and industry. The Program Manager shall provide corporate resources when required to solve un-usual issues when called upon. The Program Manager shall have the authority to make program/project specific decisions in behalf of the firm.

The Program Manager shall be assigned by corporate management to the program for the life of the contract. The Program Manager shall not be removed without written consent of the Contracting Officer. Should it become necessary to replace the Program Manager, the contractor shall provide a written request stating the reasons for the change and listing the name and qualifications of the proposed replacement to the Contracting Officer for approval. The Program Manager should have the following qualifications:

- (a) A college degree.
- (b) Experience in a engineering related field, construction management, geology, chemistry or related field.
- (c) Five (5) years experience in Program Management for other contracts/programs.
- (d) A minimum of five (5) years working experience in Hazardous, Toxic, and Radioactive Waste (HTRW) or the hazardous waste disposal industry.
- (e) Working knowledge of applicable federal, state, and local environmental laws and regulations and federal labor laws.
- (f) The proven ability to effectively communicate and manage customer expectations.
- (g) The proven ability to locate, coordinate, and utilize resources.

**(2) OPERATIONS MANAGER.** The offeror shall provide one (1) resume for the individual who will be designated as the Operations Manager. The Operations Manager is responsible for the successful and efficient use of the Rapid Response Contract. The Operations

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Manager shall be competent, experienced and knowledgeable in management of hazardous and toxic waste cleanups and the specific activities identified in this contract. The Operations Manager shall designate a Project Manager for each task order, who shall be responsible for receiving and managing the implementation of all Rapid Response policy and procedures for individual task orders.

The Operations Manager shall be assigned by corporate management to the program for the life of the contract. The Operations Manager shall not be removed without written consent of the Contracting Officer. Should it become necessary to replace the Operations Manager, the contractor shall provide a written request stating the reasons for the change and listing the name and qualifications of the proposed replacement to the Contracting Officer for approval. The Operations Manager should have the following qualifications:

- (a) A college degree.
- (b) Experience in an engineering related field, construction management, geology, chemistry or related field.
- (c) Five (5) year experience in Program/Operations/Contract Management for the Federal contracts/programs.
- (d) A minimum of three (3) year working experience in Hazardous, Toxic, and Radioactive Waste (HTRW) response Project Management or hazardous waste disposal industry.
- (e) Working knowledge of applicable federal, state, and local environmental laws and regulations and federal labor laws.
- (f) Three (3) years experience related to remedial investigations, feasibility studies, remedial design and remedial construction at HTRW sites.
- (g) The proven ability to effectively communicate and manage customer expectations.
- (h) The proven ability to locate, coordinate, and utilize resources.
- (i) Construction Management experience with the proven ability to effectively manage subcontracts and cost reimbursable contracts.

**(3) PROJECT MANAGER.** The offeror shall provide three to five (3-5) resumes for the individuals who will be designated as Project Managers. For each RR/IR task order issued to the contractor, the contractor shall designate a Project Manager (PM). The contractor shall identify the PM upon receipt of the work authorization letter that directs the contractor to implement a response action. The contractor then shall furnish the PM qualifications, experience and performance for approval by the Contracting Officer. The PM shall be the single point of contact for the task order, and shall be responsible for the management and execution of all cleanup activities in exact accordance with the approved statement of work, contractor's approved SSHP, CSAP, WP, and all federal, state, and local laws and regulations. The Project Manager should have the following qualifications:

- (a) A minimum of two (2) years working experience as a Project Manager in HTRW response or the hazardous waste disposal industry.

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- (b) Working knowledge of applicable federal, state, and local environmental laws and regulations.
- (c) Five (5) years experience related to remedial investigations, feasibility studies, remedial design and remedial construction at HTRW sites.
- (d) The proven ability to effectively communicate and manage contractor and customer expectations.

**(4) CONTRACTS MANAGER/SPECIALIST.** The offeror shall provide one (1) resume for the individual who will be designated as the Contracts Manager. The Contracts Manager/Specialist is responsible for assuring that all acquisition and contract management related to this contract (including, but not limited to, subcontracts, socioeconomic programs, field purchases, rental agreements, modifications) are performed in accordance with the requirements and any contract management procedures (CMP's) agreed to. Where applicable, the Contracts Manager/Specialist is responsible for compliance with federal, state, and local laws and regulations related to federal contract management and acquisition. The Contracts Manager/Specialist should have the following qualifications:

- (a) A college degree including or supplemented by a minimum of 24 semester hours in accounting, economics, business law, procurement, or management related curriculum. Alternately, the Contracts Manager/Specialist may have completed the examination equivalent to a Certified Professional Contracts Manager through the National Contracts Management Association.
- (b) Four (4) years of contract and acquisition management experience in a position of increasing complexity and responsibility.
- (c) Training in acquisition, contract administration, cost and price analysis relating to federal acquisition.

**(5) CONTRACTOR REGULATORY SPECIALIST AND/OR TRANSPORTATION AND DISPOSAL COORDINATOR (CRS/TDC).** The offeror shall provide one to two (1-2) resumes for the individuals who will be designated as the Contractor Regulatory Specialists and/or Transportation and Disposal Coordinators. For all RR/IR task orders issued to the contractor, the contractor shall have or appoint a dedicated Regulatory Specialist and/or Transportation and Disposal Coordinator (CRS/TDC) if the task order requires transportation and or disposal of hazardous, special or non-hazardous materials or waste. The CRS/TDC shall be responsible for all regulatory matters, compliance issues, and permit requirements. The CRS shall coordinate, review and approve all manifests and related documentation. The Contractor Regulatory Specialist/ Transportation and Disposal Coordinator (CRS/TDC) should have the following qualifications:

- (a) A minimum of 3 years working experience in federal, state, and local environmental laws and regulations for HTRW response actions.
- (b) Comprehensive knowledge of federal, state, and local environmental laws and regulations.
- (c) The capability to identify required permits.

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(d) Training in accordance with 40 CFR 265.16 and 49 CFR 172, Subpart H, as well as sufficient experience in managing hazardous waste at HTRW projects to accurately and effectively perform these duties.

**(6) CERTIFIED INDUSTRIAL HYGIENIST (CIH).** The offeror shall provide one (1) resume for the individual who will be designated as the Certified Industrial Hygienist. The contractor shall utilize the services of an industrial hygienist certified by the American Board of Industrial Hygiene to develop, implement, and oversee all safety and health related aspects of this Contract. The CIH should have the following qualifications:

- (a) A minimum of 3 years working experience in the chemical or hazardous waste disposal industry.
- (b) Demonstrable expertise in air monitoring techniques and in development of personal protective equipment programs for working in potentially toxic atmospheres.
- (c) Working knowledge of applicable federal, state, and local occupational safety and health regulations.
- (d) Formal education and training in occupational safety and health.
- (e) Certification by the American Board of Industrial Hygiene.

**(7) PROGRAM CHEMIST (PC).** The offeror shall provide one (1) resume for the individual who will be designated as the Program Chemist. The Program Chemist shall be responsible for the preparation of the chemistry related sections of the Work Plan (WP). The PC shall coordinate the activities with the analytical laboratory and the on site chemistry staff for all sampling activities as specified per the task order to ensure the goals of the field investigations are achieved. The Program Chemist shall be responsible for following proper USACE requirements for obtaining, packaging, labeling, and shipping of samples including sample custody, field testing, coordination with the site chemist, and ensuring the required submittals are on time and of high quality. The PC shall review that data for validity, and prepare the chemistry related sections of the report. The Program Chemist shall be a consulted on data quality, use and significance. The PC should have the following qualifications:

- (a) A Bachelor of Science degree in chemistry, chemical engineering, or related field.
- (b) Two years experience writing work plans and reports. A technical writing class may substituted for some of this experience.
- (c) Two years experience in conducting field investigations at HTRW sites.
- (d) A working knowledge of calibrating and operating monitoring devices, such as OVA, Hnu, etc.

**VOLUME I, SECTION II, Tab 1 - PAST PERFORMANCE PROJECT NARRATIVE WITH POINTS OF CONTACT**

## **Section L Instructions, Conditions, and Notices to Offerors**

a. The offeror shall provide past performance information for each project listed in the offeror's experience in response to Section L, Paragraph 17, VOLUME I, SECTION I, Tab 1 – PREVIOUS EXPERIENCE of this solicitation. The title of the project shall be consistent with the project experience description as required in Section L, Paragraph 17, VOLUME I, SECTION I, Tab 1 – PREVIOUS EXPERIENCE of the solicitation. The information for these projects shall be submitted on one (1) page and contain the title of the project, Point of Contact (name and telephone number). –**The offeror shall utilize the same or similar format to the Owner/Client Past Performance Survey sample form as found in Section J of this solicitation.**

### **b. Owner/Client Past Performance Survey Forms**

The information provided by the owner/client past performance survey forms shall be utilized in evaluating the offeror's past performance. For each of the projects submitted in Volume, I, Section I, Tab 1 – Summary of Previous Experience – Rapid Response, HTRW Projects of their proposal. The offeror shall provide at least one (1) point of contact (POC) with the customer (and prime contractor is 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 Contract Specialist – Pat Overgaard at the address given for proposal submission in Section L or by email to [Pat.M.Overgaard@usace.army.mil](mailto:Pat.M.Overgaard@usace.army.mil). Submission shall be received by the proposal due date for receipt as stated in Section L. If submission is by mail, the envelope shall be marked, "Confidential Proposal Information for Solicitation DACA45-03-R-0021, DO NOT OPEN". The Government shall evaluate the Past Performance survey page(s) completed by the owner/client for this past performance section only. The pages will 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. \*\*\*Note: If the Offeror decides to use the same project and same Owner/Client Past Performance Survey Form to submit a proposal submittal under one or all three of the Omaha District Rapid Response Contracts, the Offeror may indicate this at the top of their Owner/Client Past Performance Survey. This should be done at the top of the survey stating all applicable Rapid Response solicitation numbers and project numbers.

### **c. Past Performance Evaluation**

During the 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.

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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.

**VOLUME II, SECTION I – CONTRACTOR INFORMATION & CERTIFICATIONS**

**VOLUME II, SECTION I, Tab 1 – SF33, Solicitation, Offer, and Award  
(Section A)**

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.

**VOLUME II, SECTION I, Tab 2 – Representations and Certifications (Section K)**

a. 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.

**VOLUME II, SECTION I, Tab 3 – Audit Information/Cost Reimbursement Task Orders**

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

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

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- Established cost pools are currently in accordance with FAR 31 regarding overhead, G&A, and other indirect costs as well as the overhead, G&A, and other indirect cost rates.
- Offeror's accounting system is in compliance with Generally Accepted Accounting Principles (GAAP)

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

**VOLUME II, SECTION I, Tab 4 – SBA Certification**

- a. The offeror shall provide a Certification provided by the Small Business Administration verifying Section 8a eligibility.

**VOLUME II, SECTION I, TAB 5- Compensation for Professional Employees**

a. The offeror shall submit information for Compensation for Professional Employees in accordance with FAR Part **52.222-46** -- Evaluation of Compensation for Professional Employees located in Section L.8.

**VOLUME II, SECTION I, TAB 6- Supplies or Services and Cost/Prices (Section B) & Cost Pool Information**

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

b. Cost-Reimbursement Task Orders (Section B). The offeror shall provide the information as required in Section B and Section L, Volume II, Section I, Tab 3 of this solicitation.

**VOLUME II, SECTION II - TECHNICAL APPROACH AND PROPOSAL FOR SAMPLE PROBLEM AND ASSUMPTIONS**

**VOLUME II, SECTION II, TAB 1- Technical Approach**

a. The offeror shall provide and clearly describe the intended technical approach to successfully accomplish the work effort as presented in the Sample Problem, Section J, Attachment 9.

**VOLUME II, SECTION II, Tab 2 – Proposal for Sample Problem & Assumptions**

## **Section L Instructions, Conditions, and Notices to Offerors**

a. 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.

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

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

c. 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.

### **PHASE II – ON-SITE INTERVIEW**

#### **18. PHASE II – EVALUATION CRITERIA -**

Following the completion of Phase I evaluations, an On-site interview of certain elements of the offeror's facilities (home office / program management office) will be conducted of those firms determined to be within the interim competitive range after Phase I. The criteria listed below will be evaluated and subsequently rated.

- a. Interview proposed Program Manager
- b. Interview proposed Rapid Response Operations Manager
- c. Interview proposed Accounting/Procurement/Contract Administration Official(s)
- d. Interview proposed Health & Safety Officer
- e. Interview proposed Chemistry/Regulatory Official(s)
- f. Interview Contractors proposed Rapid Response Program Management Team

**Section L**  
**Instructions, Conditions, and Notices to Offerors**

**19. EVALUATION OF PHASE II CRITERIA** – Upon completion of the Phase II interviews, the evaluation will proceed in accordance with the criteria identified in Section M.

**20. TECHNICAL EXCEPTIONS AND DEVIATIONS –**

The offeror shall identify and explain any exceptions and/or deviations taken or conditional assumptions made with respect to the technical requirements of the solicitation in the technical proposal. Any exceptions and/or deviations taken must contain sufficient amplification and justification to permit evaluation. All benefits to the Government shall be explained for each exception taken. Such exceptions will not, of themselves, automatically cause a proposal to be termed unacceptable. However, a large number of exceptions, or one or more significant exceptions that do not provide benefit to the Government, could result in rejection of the proposal as unacceptable.

**Section L**  
**Instructions, Conditions, and Notices to Offerors**

End of Section L



## **Section M Evaluation Factors for Award**

### **1. 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) contract to the responsible offeror whose proposals are determined to be most advantageous to the Government, price and other factors considered. The Source Selection evaluation will be conducted in two (2) phases. Phase I will determine the interim competitive range of offeror's through the review of a written proposal submittal. Phase II will consist of an on-site interview of those offeror's in the interim competitive range. The final competitive range determination and final selection for purposes of award will be determined from the collective information and results of the evaluations of Phase I and II.

### **2. SOURCE SELECTION ORGANIZATION**

The Source Selection Organization is established as a separate organization and management chain of command whose only purpose is to accomplish the objective described in the "Source Selection" paragraph above. The organization consists of a Source Selection Authority (SSA), Contracting Officer (CO) and Source Selection Evaluation Board (SSEB). The SSA is a selected individual responsible for proper and efficient conduct of the entire source selection process. The SSA is ultimately responsible for the selection of source(s) for award(s) based on recommendations from the SSEB. The Contracting Officer is responsible for the obligation of the Government. The SSEB is comprised of personnel representing various functions and technical disciplines relevant to the complexity of the solicitation requirements. The SSEB is responsible for the evaluation and consensus rating of Phases I and II.

### **3. SOURCE SELECTION PROCESS - Phase I**

**3.1. SSEB EVALUATION** – Those proposals submitted in response to this solicitation, will be reviewed for general conformance to the solicitation requirements. Proposals, which meet the general conformance requirements, will be forwarded to the Source Selection Evaluation Board (SSEB) for further evaluation. Those that do not comply with the general conformance requirements may be considered to have a critical defect and shall not be forwarded to the SSEB for further consideration. All offerors submitting an offer that contains a Critical Defect will be notified as soon as practical. That offer will be eliminated from the selection process based on the critical defect. A "Critical Defect" is defined as a defect that cannot be remedied without a major revision or rewrite of the proposal. The SSEB will evaluate each proposal, evaluating each item in the solicitation. All information requested will be evaluated unless the offeror exceeds the page limit parameters. Rating of the offers will than be discussed among the SSEB voting members, a consensus of the ratings reached and the consensus rating recorded. Cost will be subjectively evaluated using tradeoff techniques. The subjective evaluation shall consist of cost analysis, performed for the purpose of determining the reasonableness, realism of the price information, and to assist the government in determining if the offeror has a clear understanding of the work requirements.

**3.2.** The SSA will take the information provided from each offeror, review the SSEB process and ratings and in conjunction with the Contracting Officer, make a determination of Interim Competitive Range. A "Competitive Range" is a subjective determination of that range of ratings and cost information which has the best potential for being selected for award and offers best value to the Government. The SSA will attempt to include in the interim competitive range only those offeror's which have the most reasonable chance of being considered for award and who will be afforded the opportunity to participate in Phase II of the selection process.

**Section M  
Evaluation Factors for Award**

**4. PROPOSAL EVALUATION CRITERIA – PHASE I**

As established in Sections L and M of the solicitation, the following criteria will form the basis proposal evaluation. Tabs 1, 2, and 3 of Volume I, Section I are all of equal importance. Volume I, Section I, is collectively more important than Volume I, Section II. The cost and pricing information found in Volume II will be evaluated separately in accordance with paragraph 7.3.

**The total value of factors other than price/cost criteria is significantly greater than price/cost criteria. Phase I is equal in importance to Phase II.**

<b>VOLUME I – Technical</b>
<p><b>Volume I, Section I: Previous Experience, Organizational Structure of the Proposed Team, Personnel</b></p> <ul style="list-style-type: none"><li>• Tab 1/ Previous experience: rapid response projects, HTRW</li><li>• Tab 2/ Organizational Structure of Submitting Firm or Proposed Team</li><li>• Tab 3/Personnel: Resumes of Key Personnel for this Contract</li></ul> <p><b>Volume I, Section II: Past Performance</b></p> <ul style="list-style-type: none"><li>• Tab 1/Past Performance Project Narrative With Points of Contact</li></ul>
<b>VOLUME II</b>
<p><b>VOLUME II, SECTION I: Contractor Information &amp; Certifications</b></p> <ul style="list-style-type: none"><li>• Tab 1/SF 33, Solicitation, Offer and Award (Section A)</li><li>• Tab 2/Representations and Certifications (Section K)</li><li>• Tab 3/Federally Approved Audit Agency</li><li>• Tab 4/SBA Certification</li><li>• Tab 5/Compensation for Professional Employees</li><li>• Tab 6/ Supplies or Services and Prices/Costs (Section B) and Cost Pool Information</li></ul> <p><b>VOLUME II, SECTION II: Cost Information and Assumptions</b></p> <ul style="list-style-type: none"><li>• Tab 1/Technical Approach</li><li>• Tab 2/Proposal for Sample Problem &amp; Assumptions</li></ul>

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**Evaluation Factors for Award**

**5. SOURCE SELECTION PROCESS – PHASE II**

**5.1. ON-SITE INTERVIEW OF PROPOSED PROJECT MANAGEMENT OFFICES OF FIRMS IN THE COMPETITIVE RANGE**

The Government will perform an on-site interview of those firms in the competitive range to conduct interviews of key personnel based upon the requirements as listed in Section L of the Request for Proposal (RFP), to facilitate review of policies, procedures systems and various plans. The purpose of this action is to document and categorize key elements of the firms proposed program management office and key support elements that a successful firm should possess. The interview duration with a firm should not exceed one eight-hour day. To the maximum extent possible, the offeror should have the key personnel available for the duration of the on-site interview. All results of the on-site Interview by the SSEB members will be rated. A consensus of the ratings of each firm will be reached and a recommendation forwarded to the SSA utilizing the same process as described in Phase I. The SSA will review the Phase I and II ratings and determine the final competitive range, final ranking of offeror's and final selection of contractor(s) for award.

**6. ON-SITE INTERVIEW CRITERIA – PHASE II**

<b>ON-SITE INTERVIEW CRITERIA – PHASE II</b>
Interview proposed Program Manager
Interview proposed Rapid Response Operations Manager
Interview proposed Accounting/Procurement/Contract Administration Official(s)
Interview proposed Health & Safety Officer
Interview proposed Chemistry/Regulatory Official(s)
Interview Contractors proposed Rapid Response Program Management Team

**7. Technical Merit –**

**7.1.** Technical merit shall be evaluated for each major factor and sub 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, shall be evaluated based on the following:

**(i)** Excellent: Proposal demonstrates an excellent understanding of requirements and offeror's proposal shows that they have significantly exceeded performance or capability standards. Proposal has exceptional strengths that will significantly benefit the Government. Proposal represents very low risk that the offeror's performance of any work requirements will impact schedule, cost, or performance.

**(ii)** Good: Proposal demonstrates a good understanding of requirements and offeror's proposal shows that they have exceeded performance or capability standards. Proposal has two or more strengths that will benefit the Government. Proposal represents low risk that the offeror's performance of any work requirements will impact schedule, cost, or performance.

**(iii)** Satisfactory: Proposal demonstrates acceptable understanding of the requirements and offeror's proposal meets performance or capability standards. Proposal demonstrates one strength that will benefit the Government. Proposal represents

## **Section M**

### **Evaluation Factors for Award**

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.

**7.2.** Offerors that have no relevant past performance record will be given a neutral rating for this factor.

**7.3.** 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.

**7.4.** Overall, evaluators shall assess the proposal's acceptability to the requirements of the RFP. If a technical factor/sub factor is not addressed, it shall be rated as unsatisfactory. If a past performance factor/sub factor is not addressed, it shall be rated as unknown risk. Should the proposal contain a critical defect, the proposal shall be handled as accordance with Paragraph 3.

**7.5.** All members will be required to evaluate all proposals. The findings of any individual so appointed will be presented to the entire SSEB. Individual evaluations will then be discussed among the voting membership of the SSEB in order to reach consensus. The proposals will then be ranked in order from highest to lowest based on evaluations and weight for each factor. An average rating shall not be used.

**7.6.** Voting members shall also make notations supporting excellent, good, satisfactory, marginal, or unsatisfactory ratings for factors and sub factors of the proposals and notations supporting past performance risk ratings. The comments shall be used for substantiation of their consensus evaluation, the development of subjects for clarifications, communications, exchanges, and discussions with offerors determined to be in competitive range, and in the debriefing of unsuccessful offerors, if required. The SSEB may attach additional comment sheets to the evaluation sheets, if necessary.

**7.7.** SSEB members shall note that FAR 15.305 requires that an agency evaluate competitive proposals solely on the factors specified in the solicitation. SSEB members shall not speculate about an offeror's intent, but shall base their evaluation on the information supplied and clarification received, if required.

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**8. EVALUATION CRITERIA – Phase I**

The Government will evaluate the information submitted in accordance with Section L of the RFP and the Source Selection Plan. The Government will use the criteria evaluation system established in Section M of the Source Selection Plan.

**8.1. Volume I, Section I – Previous Experience, Organization, and Personnel.**

**8.1.1. Volume I, Section I, Tab 1 – Summary of Previous Experience – Rapid Response, HTRW Projects**

The contractor(s) previous experience will be examined for breadth and depth. The Government places a higher value on previous experience that:

1. demonstrates completed time critical response actions (3 – 60 days)
2. demonstrates completion of federally funded projects
3. demonstrates ability to execute federal work in which the firm has served as the prime contractor.
4. demonstrates cost-reimbursement capabilities
5. demonstrates experience/interaction with regulatory/stakeholder/customer issues
6. demonstrates innovative technology to cut design or remediation time and costs for the customer.
7. demonstrates remedial action field activities experience, engineering support services experience, and experience in developing studies, analyzing impacts, and conducting investigations.

**8.1.2. Volume I, Section I, Tab 2 – Organizational Structure of the Submitting Firm or Proposed Team.**

The Government places a higher value on an organizational structure which:

1. demonstrates the firm's ability to provide nationwide coverage.
2. demonstrates the ability to manage multiple projects.
3. demonstrates that the proposer has the ability to provide the technical resources to execute multiple, highly complex environmental projects, under this contract simultaneously.
4. demonstrates the ability to communicate with multiple Government agencies.
5. provides a clear description of the relationship/contractual agreements with proposed teaming member(s) and their roles and responsibilities on this contract.

**8.1.2.1. Volume I, Section I, Tab 2a - Health & Safety Program.**

The Government places a higher value on a health & safety program which:

1. demonstrates a strong corporate commitment to health & safety issues by stating chain of command authorities detailed to the program Health & Safety Officer and to the site specific Health & Safety Officer.
2. demonstrates the ability to provide Health & Safety support to multiple projects with various construction and environmental Health & Safety concerns.
3. demonstrate innovative practices and programs to minimize accidents.
4. demonstrates an outstanding safety performance record based upon reportable incidents within the last three years.

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**8.1.2.2. Volume I, Section I, Tab 2b - Chemical/Regulatory Program.**

The Government places a higher value on a Chemical/Regulatory program which:

1. demonstrates an organization structure that sets forth lines of authority, chains of commands, responsibilities, and communication procedures concerning a chemical quality control and regulatory compliance.
2. demonstrates an ability to provide chemical/regulatory support to multiple projects with various chemical/regulatory issues.

**8.1.2.3. Volume I, Section I, Tab 2c - Accounting/ Procurement/Contract Administration Program(s).**

The Government places a higher value on a Accounting/Procurement/Contract Administration program(s) which:

1. demonstrates experience in the administration of cost reimbursement contracts in accordance with Federal Acquisition Regulations (FAR).
2. demonstrates ability to execute procurement actions in a fast track environment and in compliance with federal requirements.
3. demonstrates a federally approved cost accounting system or the ability to obtain such approval.
4. demonstrates efficiencies in day-to-day operations by effective cost management and tracking.

**8.1.2.4. Volume I, Section I, Tab 2d – Quality Assurance Program.**

The Government places a higher value on a Quality Assurance program which:

1. demonstrates a corporate commitment to Quality Assurance by describing your internal Quality Assurance/Quality Control (QA/QC) Plan.

**8.1.2.5. Volume I, Section I, Tab 2e - Construction Management.**

The Government places a higher value on a Construction Management program which:

1. demonstrates an ability, and describes accurately, a management approach to provide resources to multiple projects in various projects nationwide.

**8.1.3. Volume I, Section I, Tab 3 – Resumes of Key Personnel for this Contract.**

The Government places a higher value on Resumes of Key Personnel for this contract which:

1. demonstrates that those personnel that have met the requirements specified in Section L.
2. Demonstrate experience working on Federal Government projects.
3. demonstrate a diversity of project experience, education and qualifications.

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**8.2. Volume I, Section II – Past Performance**

**8.2.1. Volume I, Section II, Tab 1 – Past Performance Project Narrative With Points of Contact.**

1. Projects that were Federally funded, cost reimbursement, time sensitive (3 – 60 days) in which you performed as a prime contractor.
2. Projects which provided particular complex or unique challenges (regulatory, community relations, customer demands, etc.) and the innovative methods the contract utilized to solve problems successfully.
3. projects which document successful outcomes and are supported by outside source confirmation (e.g. owner/client survey forms).

Note: For Past Performance a neutral rating will be awarded when no Past Performance Records are provided or otherwise unavailable.

**8.3. Volume II, Section I – Contractor Information and Certification**

The cost portion of this evaluation will be subjectively evaluated and a best value analysis of the proposal as a whole performed to determine best value to the Government. Cost analysis will be used, where appropriate, for the purpose of determining the reasonableness, affordability, acceptability, allowability, realism, and best value of the proposals. It will assist in assuring that offerors have a clear understanding of the work requirements.

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

This tab will not be evaluated. The SF33 shall be filled out completely by the offeror and signed by an official that is authorized to bind the company. The offeror shall also acknowledge all amendments to the solicitation in accordance with the instructions on the Standard Form 30.

**8.3.2. Volume II, Section I, Tab 2 - Representations and Certifications (Section K)**

This tab will not be evaluated, however, the offeror shall fill out completely all representations and certifications in Section K of this solicitation. This tab will be looked at for completeness.

**8.3.3. Volume II, Section I, Tab 3 – Audit Information**

The Government will review all information provided as required in Section L of this solicitation to determine if the offeror's accounting system is adequate for cost-reimbursable type contracts. The Government will accept the recent (within 1 year) Defense Contract Audit Agency's (DCAA's) or other cognizant audit agency's evaluation furnished in the proposal.

**8.3.4. Volume II, Section I, Tab 4 – SBA Certification**

This tab will not be evaluated, however, the offeror shall provide certification from the Small Business Administration verifying the offeror's Section 8a eligibility.

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### **8.3.5. Volume II, Section I, Tab 5 – Compensation for Professional Employees**

The Government will review all information provided as required in Section L of this solicitation.

### **8.3.6. Volume II, Section I, Tab 5 - Supplies or Services and Cost/Prices (Section B) and Cost Pool Information**

The offeror shall fill out in its entirety all of Section B. The information provided by the offeror will be subjectively evaluated along with the cost proposal submitted for the sample project to determine the overall best value to the Government. The offeror shall provide its most recent (within one year) audit information here for review of their cost pools. If the offeror has no recent audit, a breakdown of their cost pools as shown in Section L of this solicitation shall be provided and evaluated here for allowable and unallowable costs.

## **8.4. Volume II, Section II – Technical Approach and Proposal for Sample Problem**

### **8.4.1. Volume II, Section II, Tab 1 - Technical Approach**

The Government will evaluate this tab based on how well the Offeror has complied with the requirements specified in Section L of this Solicitation. The Offeror should submit the assumptions used when preparing the cost proposal in order to explain how the Offeror plans on addressing the sample problem (technical approach) and how they will reach each of the milestones for the sample project provided in Section J. The Government will subjectively evaluate these assumptions for their reasonableness and validity for the technical approach used on the sample project.

### **8.4.2. Volume II, Section II, Tab 2 – Proposal for Sample Problem**

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.

The Government will evaluate assumptions subjectively for their reasonableness and validity for the sample project proposed.

## **9. Importance of Volumes**

The evaluation process uses adjectival scoring for each volume except for Volume II containing the cost information of the proposals. The cost and pricing information found in Volume II will be subjectively evaluated. **The total value of Volume I is significantly greater than total value of Volume II. Note: all evaluation factors, other than cost or price, when combined, are significantly more important than cost or price. Phase I is equal in importance to Phase II.**

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**10. Proposal Revisions**

If required, at the conclusion of discussions, each offeror within the interim competitive range shall be given an opportunity to submit a final proposal revision. These proposal revisions shall be received, in writing, at a time and place established by the Contracting Officer.

**11. Interim SSEB Evaluation Report – Phase I**

The interim SSEB evaluation report will be prepared and briefed to the SSA and the Contracting Officer. This report will include the interim consensus rating for each criterion of each offer and documented facts and findings, which support the SSEB evaluation. The Chairperson of the SSEB will brief the Interim SSEB Evaluation Report to the SSA.

**12. SSA Determination of Interim Competitive Range – Phase I**

After briefing from the Chairperson of the SSEB, the SSA will evaluate the SSEB Evaluation Report. The SSA shall then prepare a Determination of Interim Competitive Range identifying those proposers eligible to participate in Phase II of the solicitation process.

**13. Evaluation Factors – Phase II**

**13.1. Oral Presentation/On-site Interview of Proposed Project Management Offices of Firms in the Interim Competitive Range.**

The Government will perform an Oral Presentation/On-Site Interview of those firms within the Competitive Range for the purpose of conducting interviews of key personnel, review of policies, procedure systems and various plans. The purpose of this action is to document and categorize key elements of the firms proposed program management office and key support elements that a successful firm should possess. The interview duration with a firm should not exceed one eight-hour day. To the maximum extent possible, the offeror should have the key personnel available for the duration of the on-site interview to answer questions to be asked by the team. All results of the On-Site Interview by the SSEB members will be rated upon return to the Omaha District Offices. A consensus of the ratings of each firm will be reached and the report will be forwarded to the SSA utilizing the same process as described in Phase I.

**14. Evaluation Criteria – Phase II**

**14.1.** The Government will conduct on site interviews and review key management activities as shown below during the phase II activities:

- Interview proposed Program Manager
- Interview proposed Rapid Response Operations Manager
- Interview proposed Accounting/Procurement/Contract Administration Official(s)
- Interview proposed Health & Safety Officer
- Interview proposed Chemistry/Regulatory Official(s)
- Interview Contractors proposed Rapid Response Program Management Team

**15. SSEB Evaluation Report – Phase II**

The final SSEB evaluation report will be prepared and briefed to the SSA and the Contracting Officer. This report will include the final consensus rating for each criterion of each

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offer and documented facts and findings, which support the SSEB recommendation. The report will include an assessment of each offeror's ability to accomplish the requirement. Upon completion of the Final Source Selection Evaluation Board Report, the Chairperson will ensure that SSEB members prepare a detailed lessons learned report prior to departing. The Chairperson of the SSEB will brief the Final SSEB Evaluation Report to the SSA.

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#### **16. Final Ranking**

The successful offeror(s) will be selected from the combined results of the evaluation process. The SSA will make the final rankings for final selection process. This ranking will be in descending order from Highest rating to Lowest rating, of all offeror's in the final competitive range if established.

#### **17. Selection Procedure**

The SSA will make the final Source Selection decision based on the information provided from the SSEB and the evaluation process and issue a Source Selection Decision Document supporting the selection. The SSA will review the comparative analysis prepared by the SSEB and briefed to him/her by the Chairperson of the SSEB, of those offerors within the competitive range, if one was determined necessary, as well as consideration of price and review of all appropriate documents. If the SSA determines that the comparative analysis does not provide enough information to make a final decision for award, documentation substantiating the decision shall be prepared by the SSA and returned with the comparative analysis to the SSEB for further action.

#### **18. Award of Contract**

**18.1.** The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

**18.2.** The Government intends to award one (1) contract, not to exceed a total amount of \$40 Million, resulting from this solicitation to the responsible offeror whose offer conforms to the solicitation criteria established in Section L, M, and the Source Selection Plan, and is considered most advantageous to the Government, price and other factors considered. The performance period of the contract shall be a basic period of two (2) years with one option period of three (3) years.

**18.3.** The Government may reject any or all offers if such action is determined to be in the best interest of the Government.

#### **19. Debriefing**

**19.1.** 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.**

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**19.1.1.** 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.

**19.1.2.** The Contracting Officer will chair debriefings with individuals that performed the evaluations providing support. At a minimum, the pre-award debriefing information shall include:

**19.1.2.1.** The agency's evaluation of significant elements of the offeror's proposal;

**19.1.2.2.** A summary of the rationale for eliminating the offeror from the competition;

**19.1.2.3.** 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.

**19.1.3.** The pre-award debriefings shall not disclose

**19.1.3.1.** The number of offerors;

**19.1.3.2.** The identity of other offerors;

**19.1.3.3.** The content of other offerors proposals;

**19.1.3.4.** The ranking of other offerors;

**19.1.3.5.** The evaluation of other offerors;

**19.1.3.6.** Any of the information prohibited in FAR 15.506(e).

**19.2.** 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.

**19.3.** The Contracting Officer will chair debriefings with individuals that performed the evaluations providing support. At a minimum, the debriefing information shall include:

**19.3.1.** The Government's evaluation of the significant weaknesses or deficiencies in the offeror's proposal, if applicable;

**19.3.2.** The overall evaluated cost or price and technical rating, if applicable of the debriefed offeror, and past performance information on the debriefed offeror;

**19.3.3.** The overall ranking of all offerors when any ranking was developed by the agency during the source selection;

**19.3.4.** A summary of the rationale for award;

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**19.3.5.** Reasonable responses to relevant questions about whether source selection procedures contained in the solicitation, applicable regulations, and other applicable authorities were followed.

**19.4.** The debriefings shall not;

**19.4.1.** Allow a point-by-point comparison of the debriefed offeror's proposal with those of other offerors

**19.4.2.** Reveal any information prohibited from disclosure or exempt from release under the Freedom of Information Act to include:

**19.4.2.1.** Trade Secrets

**19.4.2.2.** Privileged or Confidential manufacturing processes or techniques;

**19.4.2.3.** Commercial and financial information that is privileged or confidential, including cost breakdowns, profit, indirect cost rates, and similar information;

**19.4.2.4.** The names of individuals providing reference information about an offeror's past performance.

**19.5.** 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