

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES 1 1
---	---------------------	------------------------

2. AMENDMENT/MODIFICATION NO. 03	3. EFFECTIVE DATE 25-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		7. ADMINISTERED BY (If other than Item 6)	CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO. DACA45-03-R-0021
	(X)	9B. DATED (SEE ITEM 11) 28-MAR-2003
		10A. MODIFICATION OF CONTRACTS/ORDER NO.
		10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 The purpose of this amendment is to make changes to the Section L of Solicitation DACA45-03-R-0021.
 Offerors are instructed to replace the following with the attached: Section L.

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 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).

Section L
Instructions, Conditions, and Notices to Offerors

- (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

Section L
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,

Section L
Instructions, Conditions, and Notices to Offerors

- 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.

Section L
Instructions, Conditions, and Notices to Offerors

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

Section L
Instructions, Conditions, and Notices to Offerors

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:

Section L
Instructions, Conditions, and Notices to Offerors

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;

Section L
Instructions, Conditions, and Notices to Offerors

- (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

Section L
Instructions, Conditions, and Notices to Offerors

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

Section L
Instructions, Conditions, and Notices to Offerors

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,

Section L
Instructions, Conditions, and Notices to Offerors

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

Section L
Instructions, Conditions, and Notices to Offerors

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 15th 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.

Section L
Instructions, Conditions, and Notices to Offerors

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 15th Street
Omaha, NE 68102-1618
Phone: (402) 221-3031 Fax: (402) 221-4199
E-mail: Pat.M.Overgaard@usace.army.mil

Section L
Instructions, Conditions, and Notices to Offerors

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).

Section L
Instructions, Conditions, and Notices to Offerors

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 15th 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 15th 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.

Section L
Instructions, Conditions, and Notices to Offerors

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 nine (109) 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 nine (109) consecutively numbered pages, **maximum. PROPOSALS WHICH EXCEED THE PAGE LIMITATION WILL HAVE ONLY THE FIRST ONE HUNDRED AND NINE (109) 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.

Section L
Instructions, Conditions, and Notices to Offerors

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

Table 1 - Proposal Format			
	Maximum Limit of Pages per Volume		Required Number of Proposals
Proposal Document	Maximum Page Limit per Section	Original	Copies Required
Volume I			
Volume I, Section I, Tab 1 – Previous Experience	10	1	6
Volume I, Section I, Tab 2 – Organizational Structure of Submitting Firm or Proposed Team	15		
<ul style="list-style-type: none"> • Volume I, Section I, Tab 2a - Proposed Health & Safety Program • Volume I, Section I, Tab 2b – Proposed Chemical/Regulatory Program • Volume I, Section I, Tab 2c – Proposed Accounting/Procurement/Contract Administration Program • Volume I, Section I, Tab 2d – Quality Assurance Program • Volume I, Section I, Tab 2e – Construction Management 	15		
	(Total for Section 30 Pages)	1	6
Volume I, Section I, Tab 3 – Resumes of Key Personnel for this Contract	16	1	6
Volume I, Section II, Tab 1 – Past Performance Project Narrative with Points of Contact			
<ul style="list-style-type: none"> • Past Performance Survey Forms (10 pages) • Projects terminated for default during the last three (3) years (2 pages) • Project Point of Contacts (1 page) 	3	1	6
Volume II			
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	N/A	1	6

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

Volume II, Section II - Technical Approach and Proposal for Sample Problem			
Tab 1- Technical Approach	20	1	6
Tab 2- Proposal for Sample Problem	20	1	6
Maximum Limit of Pages for Entire Proposal	109		

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 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.

Section L
Instructions, Conditions, and Notices to Offerors

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 contracts and other information supporting 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 Manifesting activities and other information as deemed necessary to describe this item. If the

Section L
Instructions, Conditions, and Notices to Offerors

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.

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.

Section L
Instructions, Conditions, and Notices to Offerors

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 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

Section L
Instructions, Conditions, and Notices to Offerors

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.
- (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.

Section L
Instructions, Conditions, and Notices to Offerors

(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.
- (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:

Section L
Instructions, Conditions, and Notices to Offerors

- (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

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.**

Section L
Instructions, Conditions, and Notices to Offerors

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. 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, project name -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.

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

Section L
Instructions, Conditions, and Notices to Offerors

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:

- 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.

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

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

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. 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,

Section L
Instructions, Conditions, and Notices to Offerors

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. 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

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