SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | RATING | PAGE 1 OF PAGES

2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
	DACA45-03-R-0028	☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP)	03/21/03	

7. ISSUED BY CODE DACA45

US ARMY CORPS OF ENGINEERS - OMAHA DISTRICT
106 S 15th ST, Old Federal Building - 3rd Floor
OMAHA, NE 68102-1618

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

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

SOLICITATION

9. Sealed offers in original and 6 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in 106 S 15TH ST, Omaha, NE 68102 until 1600 *(Hour)* local time 04/30/03 *(Date)*

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

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE *(NO COLLECT CALLS)*			C. E-MAIL ADDRESS
		AREA CODE	NUMBER	EXT.	
	Mike Duffy Famane Brown	(402)	221-3708		

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OFFER *(Must be fully completed by offeror)*

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

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

13. DISCOUNT FOR PROMPT PAYMENT	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)

14. ACKNOWLEDGMENT OF AMENDMENTS *(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated)*:

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

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

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

15B. TELEPHONE NUMBER — AREA CODE | NUMBER | EXT.

☐ 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.

17. SIGNATURE

18. OFFER DATE

AWARD *(To be completed by Government)*

19. ACCEPTED AS TO ITEMS NUMBERED

20. AMOUNT $100,000,000.00

21. ACCOUNTING AND APPROPRIATION

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

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

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

25. PAYMENT WILL BE MADE BY CODE T0B0200
US ARMY CORPS OF ENGINEERS
FINANCE AND ACCOUNTING (CEFC-AO-P)
5722 INTEGRITY DR, MILLINGTON, TN 38054-2005

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

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

28. AWARD DATE

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

Section B – Supplies or Services & Prices/Costs

1. Total Amount of Contract -

The total shared contract capacity for the contracts awarded under this solicitation shall not exceed $100,000,000.00. There is no limit of the number of Task Orders that may be executed. The Task Orders executed shall not exceed the total capacity amount.

2. Guarantee -

The contract(s) awarded under this solicitation shall have a total guaranteed minimum amount of $75,000.00 for the base period and any option period exercised by the Government. The guaranteed minimum may be met with the obligation of a task order meeting or exceeding the guarantee amount.

3. Contract Definition -

The Government contemplates award of up to three (3) Fixed Price Indefinite Delivery/Indefinite Quantity (ID/IQ) Multiple Award Remediation Contracts (MARC) for Environmental Remediation Services under NAICS code 562910 on a total small business set-aside competitive basis. The individual task orders issued under the resulting contract(s) will be firm-fixed price and will require cost overrun insurance and indemnification requirements and may or may not require bonding requirements. The contract(s), in support of the US Army Corps of Engineers (USACE) and its customers located anywhere within the United States, including the territories of Puerto Rico and the Virgin Islands, may be awarded as a result of this solicitation to the offeror(s) that provide the best value to the Government using a tradeoff process. The contract(s) awarded will be for a wide range of environmental remediation services, including incidental construction and incidental engineering services, at various known or suspected Environmental Remediation (ER) sites, in order to achieve the primary objective at most sites - regulatory closure.

4. Performance Period(s) -

The contract(s) will have a basic performance period of three (3) years and one (1) option period for two (2) years, or until the shared contract capacity of $100,000,000.00 is reached, whichever occurs first.

5. Pricing –

Specific objectives/milestones and pricing information for the services 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 these contract(s), pursuant to task orders duly issued by the Authorized Contracting Officer, the contractor(s) shall be paid consideration determined in each task order. Such consideration shall constitute complete payment for services performed under this contract. Price reasonableness will be evaluated for the base contract(s) and all follow-on task orders. All Offeror's are encouraged to be responsible and provide reasonable rates so as not to create a materially unbalanced bid.

The Government will require some level of detail to properly analyze the pricing on a task order by task order basis so that the Contracting Officer can document that the price is "fair and reasonable". However, the level of detail may vary depending upon the project and the level of complexity. In any case, the Government will request the Contractor to provide a cost breakdown, which specifies the proposed labor mix (with extended costs), travel costs, other direct costs, and insurance premium costs along with the underlying assumptions to support those costs and their technical approach.

All total hourly rates indicated in Table 1 – Labor Rates of this Section B shall include Overhead and General & Administrative costs and shall be **inclusive** of any Profit. Profit will not be analyzed separately. It is the Government's intent to evaluate cost and in addition, the rates provided would be used as a *basis* for negotiation of future task orders. Each Task Order will have its own wage rates incorporated, but the rates proposed in Table 1 should be the rates that the contractor should apply when pricing follow on Task Orders and work performed under the sample project. Therefore, the contractor is encouraged to use their best business judgment when providing the rates for the personnel in Table 1 in order to provide fair and reasonable, fully loaded labor rates that will be competitive when compared to other Offerors.

The Offeror shall fill out one Table 1 only. Table 1 shall show the loaded rates of the Offeror and all subcontractors. The Offeror may not have all personnel on staff. Therefore, if those personnel are subcontracted, their loaded rates shall be provided in the tables as well. All subcontracted personnel shall be identified in the tables by the following "(SUB – Firm Name)" after the title of the subcontracted personnel. For example, Certified Industrial Hygienist (SUB – ABC Corp.).

Note: If during the Contract Period of Performance, the Contractor's original subcontracted personnel are no longer available to the Prime, the Prime shall be responsible for negotiating the labor rates for those personnel making sure to provide the "best value" to the Government.

The offeror should provide its Cost Containment Insurance Premium as a Percentage Overall of Contract Price in the place provided under Table 1. This is a general range, which will be used as part of the "best value" evaluation purposes. The Government recognizes that insurance premiums are directly related to project risk, however, the Government will be evaluating **contractor performance risk**. The Cost Containment Insurance Premium Percentage is to only include the costs directly paid to the insurance company for binding.

6. Table 1 -

* The estimated hours in Table 1 below are the Government's best estimate of the labor mix at this time for the base years and option years for this contract. However, actual labor hours used may vary upwards or downwards from the estimate. These numbers are for evaluation purposes only. Offerors are instructed to provide the labor rates for each labor category and calculate out the total cost for each of the personnel listed, totaling the extended amount columns.

The Offeror is requested to provide pricing that would cover Service Contract Act and Davis Bacon Act Labor Rates recognizing that the Government will use those rates in evaluation of the "best value" to the Government using a tradeoff process. Current Service Contract Act and Davis Bacon Act Labor Rates will be provided for each individual task order issued, as appropriate.

Table 1 – Labor Rates
(Total Hourly Rates - Includes All Markups Including Profit)

Discipline	**Total Hourly Rate for Base Period**	**Number of hours to use for calculation purposes only***	**Extended Amount Base Period**	**Total Hourly Rate for Option Period**	**Extended Amount for Option Period**
Program Manager		1000			
Project Manager		20000			
Site Superintendent/On-Site Supervisor		25000			
Chemist		10000			
Civil Engineer		7500			
Procurement Manager		20000			
Engineer Technician		25000			
Certified Industrial Hygienist (CIH)		1000			
Site Safety And Health Officer (SSHO)		2500			
Regulatory Specialist		15000			
Biologist		1500			
Contractor Quality Control Supervisor (QCS)		1500			
Environmental Engineer		1000			
Risk Assessor		1500			
Hazardous Waste Specialist		15000			
Contracts Manager		1500			
Cost Control Engineer		10000			
Specification Editor/Technical Writer		3500			
GIS Specialist		2500			
Draftsperson/CADD Operator		2500			
Word Processor		100000			
Clerical		50000			
TOTAL *		317500			

Cost Containment Insurance Premium as a Percentage Overall of Contract Price:

_____% to _____%.

(End of Section B)

Section C – Description/Specs/Work Statement

1. GENERAL –

Work shall consist of a wide range of environmental remediation work at various Installations/locations throughout the United States outlined in this Section C. Work at military and civilian sites shall be executed to meet the milestones/objectives in site-specific performance-based scopes of services, and will be awarded as fixed-price task orders against the base contract(s). The Contractor shall have the capability and experience to perform, or provide, a wide range of investigative, incidental design, incidental construction, and remediation services required for hazardous and toxic waste sites. Work will include, but is not limited to, site investigations/characterizations, studies, evaluations, incidental designs, incidental construction, and remediation of contaminated sites. Various Corps Districts may administer the follow on task orders against the base contract(s) resulting from this solicitation. The concept of this fixed price contract is that the successful Contractor(s) will be awarded an ID/IQ MARC where up to three (3) contractors will compete for Task Orders issued. An indemnification package will be required for each Task Order awarded as specified in Section H. The required insurance policy for each Task Order awarded is to cover all known and unknown conditions/contamination at the identified site(s) within the scope of services, as specified in Section H. The Contractor(s) may be required to furnish Performance and Payment Bonds on task orders if so determined to be necessary by the Contracting Officer. The contractor(s) will also provide a 5-year warranty for each site as specified in Section H. In addition, high-level radioactive waste, unexploded ordnance, and chemical warfare material will not be covered by this contract.

The Government contemplates award of up to three (3) Fixed Price Indefinite Delivery/Indefinite Quantity (ID/IQ) Multiple Award Remediation Contracts (MARC) for Environmental Remediation Services under NAICS code 562910 on a total small business set-aside competitive basis. The individual task orders issued under the resulting contract(s) will be firm-fixed price and will require cost overrun insurance and indemnification requirements and may or may not require bonding requirements. The contract(s), in support of the US Army Corps of Engineers (USACE) and its customers located anywhere within the United States, including the territories of Puerto Rico and the Virgin Islands, may be awarded as a result of this solicitation to the offeror(s) that provide the best value to the Government using a tradeoff process. The contract(s) awarded will be for a wide range of environmental remediation services, including incidental construction and incidental engineering services, at various known or suspected Environmental Remediation (ER) sites, in order to achieve the primary objective at most sites - regulatory closure.

The US Army Corps of Engineers customers are that will be supported under this contract are the following commands, programs, and customers:

- Army Major Commands including but not limited to:
    - Forces Command (FORSCOM)
    - Army Material Command (AMC)
    - Training and Doctrine Command (TRADOC)

- Dept. of Army, Base Realignment and Closure Program (DA BRAC)

- Air Force Major Commands including but not limited to:
    - HQ Base Closure Agency (HQBCA)
    - Air Combat Command (ACC)

- Formerly Used Defense Sites Program (FUDS)

- Army Environmental Center (AEC)/Installation Management Agency (IMA)
- Environmental Protection Agency (EPA) and other civilian USACE customers

2. PRICING –

The ID/IQ MARC Type small business set aside contract(s) will be issued on a Firm Fixed-Price basis using performance-based scopes of services for each Task Order awarded. The contract(s) will have a base period of three (3) years with one (1) two (2) year option period, resulting in a possible 5-year contract to execute the work. Each Task Order's period of performance will be determined during the request for proposal stage and finalized during the negotiation stage, which will also dictate the time period for the cost containment insurance with indemnification. The contractor(s) shall perform any required follow-on monitoring or testing during the five (5) year warranty period. All task orders will require Cost Containment Insurance with Indemnification Requirements and may require Performance and Payment Bonds depending upon the site-specific scope of work requirements. The Contracting Officer will notify the Contractor(s) in the site-specific request for proposal for each task order if Performance and Payment Bonds are required for that Task Order.

3. REGULATORS –

It is anticipated that the Contractor shall work directly with regulators on all aspects of their work. The Contractor shall be responsible for maintaining the good working relationship established with these agencies. The regulatory agencies have the authority to require any and all documents to be sent to the agency for work being performed under an individual Task Order. The US Army Corps of Engineers and its customers will review and comment on all documents prior to or concurrent with the submission to regulatory agencies.

The Contractor shall notify USACE and its customer(s) of any meetings with regulatory agencies. The Government shall be afforded the opportunity to attend any meeting. USACE and its customers shall receive copies of all correspondence between the Contractor and the regulatory agencies.

4. DESCRIPTION OF WORK – THE LEVEL OF DETAIL, OVERSIGHT, APPROVALS, ETC., MAY VARY PER THE INDIVIDUAL TASK ORDER. VARIATIONS WILL BE SPECIFIED IN THE FOLLOW-ON TASK ORDER(S).

4.1. GENERAL – This contract will be utilized to perform environmental remediation services at hazardous waste sites on various Environmentally Contaminated Sites. Work may include, but are not limited to, the various tasks identified in Paragraph 1 of this Section C. This contract requires the Contractor to furnish all plant, labor, materials and equipment necessary to meet the site objectives for each site as identified in the site specific scope of services for each Task Order. Work issued under this MARC ID/IQ Type Contract will be Firm Fixed-Price utilizing both Service (Contract Act) and/or Construction (Davis-Bacon) wage rates when any incidental construction is expected. The Contractor shall provide personnel possessing necessary training required by the Occupational Safety and Health Administration (OSHA) and all other applicable federal and state regulations. The Contractor shall provide all support activities necessary to ensure the safe and effective accomplishment of project criteria within the agreed upon milestones for the project. The Contractor shall also develop and implement a Quality Control Program, in conformance with all federal and state regulatory requirements, for all work performed under this contract.

4.2. TYPE OF SERVICES. The technical requirements herein are intended to provide a general understanding of the functions that the Contractor may be required to perform. In no way do the technical requirements described herein limit the activities that may be required under the terms to this contract and the physical conditions that may be encountered.

4.2.1. ENVIRONMENTAL REQUIREMENTS. The Contractor shall identify all applicable or relevant and appropriate Federal, State and Local laws, regulations, and guidance and perform the work in full compliance with said laws and regulations. The Contractor shall ensure that all activities performed by its personnel, subcontractors and suppliers are executed in accordance with said laws and regulations. Any incident of noncompliance noted by the Contractor shall immediately be brought to the attention of the Contracting Officer and installation or customer by written notice. Nothing in this contract shall relieve the Contractor of its responsibility to comply with these laws and regulations. The Contractor shall investigate the requirements for and obtain all Environmental Permits, Licenses, Approvals, and/or Certificates necessary to accomplish the work specified. When the work to be performed requires clearances, such as digging or drilling permits, the Contractor shall obtain such clearances and/or permits, with the assistance of the facilities point of contact, prior to initiation of any drilling or excavating operations. Contractors on Environmental Sites are required to perform their own utility checks based on installation supplied utility maps as identified in the site-specific scope of work for each task order. The Contractor shall comply with all installation or site-specific time and procedural requirements (federal, state, and local) described in the permits obtained. (There may be instances where the Federal Installation may acquire site-specific permits for work performed on Federal Facilities).

4.2.2. HEALTH AND SAFETY REQUIREMENTS. The Contractor shall produce and implement a written Safety and Health Program meeting the requirements of the federal, state, and local laws and regulations and approved by the Contracting Officer. The Contractor shall ensure that its subcontractors, suppliers and support personnel follow all safety and health provisions established in the approved SSHP for the site. The Government reserves the right to stop work under this contract for any violations at no additional cost. The Government will verify that corrective action has been implemented and will allow the Contractor to continue performance under the contract. As a minimum, the SSHP shall contain the following elements:

1. Site description and contaminant characterization.

2. Safety and health hazard(s) assessment and risk analysis for each site task and operation.

3. Accident prevention per EM 385-1-1, "Safety and Health Requirements Manual."

4. Safety and health staff organization and responsibilities.

5. Site specific training. (i.e., initial training, such as the OHSA 40-hour training, 8-hour supervisor training, CPR, etc., is to be covered in the Corporate Safety and Health Program.)

6. Site specific medical surveillance parameters (i.e., any special tests for site contaminants not included in the ongoing medical surveillance program covered in the Corporate Safety and Health Program).

7. Personal Protective Equipment (PPE) to be used and establishment of action levels for upgrades or downgrades of PPE.

8. Monitoring and sampling (including on-site and perimeter air sampling, heat and cold stress, noise, and radiation monitoring).

9. Safety and health work precautions and procedures.

10. Site Control Measures.

11. Personnel and equipment decontamination facilities and procedures.

12. On-site first aid and emergency equipment. At least one person currently certified in standard First Aid by the American Red Cross or equivalent agency shall be present on-site at all times during site operations.

13. Emergency response plan and contingency procedures (on-site and off-site).

14. Logs, reports, and record keeping.

15. Accident Reporting

4.2.3. SITE CHARACTERIZATION/INVESTIGATION. The investigative services to be provided generally consist of, but not limited to, performing field activities to determine the geology, groundwater conditions, contaminant concentration, contaminate migration, installation of monitoring wells or other monitoring devices, sampling, chemical testing and foundation characteristics in order to meet the scope of services/milestone objectives.

4.2.4. STUDIES AND REPORTS. The Contractor shall perform/prepare reports, investigations, and studies as required by regulatory agencies or as required to meet the scope of services/milestone objectives. Work may include risk assessments, fate and transport, groundwater modeling or other techniques as necessary to determine the potential risks to human health and the environment and to determine remediation goals. For studies (ie. CMS, RI/FS) the Contractor will summarize all known site information and develop, describe and evaluate potential alternatives for remediation. In addition, the study will recommend an optimal alternative with cost estimates. Considerations in selecting and recommending an alternative should include, but not be limited to:

Human and Environmental Safety/Risks
Federal, State and Local laws and Regulations
Technical Feasibility
Ease of Implementation
Institutional Factors
Present and Future Costs

4.2.5. QUALITY CONTROL TESTING. Chemical Quality Control shall be provided whenever sampling or analysis for chemical constituents is required in order to meet the scope of services/milestone objectives. Quality control for traditional soils or geotechnical testing shall also be included. The laboratory(ies) to be used by the Contractor shall be NELAP or USACE certified.

The Contractor may also establish an on-site testing laboratory at the project site if determined necessary by the contractor. However, this on-site testing shall meet the requirements of EPA and any specific state regulator requirements.

4.2.6. SUPPORT OF REMEDIAL ACTIONS. The Contractor may be required to provide incidental engineering services to support the remedial action in order to meet the scope of services/milestone objectives. These services may include, but are not limited to the following:

Provide structural, mechanical, electrical, architectural, geotechnical, geological, civil, environmental, cost engineering, constructability reviews, or other incidental engineering support required to meet the scope of services milestones/objectives. Engineering documents shall be representative of industry or Government standards for drawings and specifications or by performance specifications. Copies of all documents produced by the Contractor shall be provided to the Government. Engineering Documents may include, but are not limited to:

Design Analysis, which will contain the criteria, design assumption, calculation, and other pertinent data.

Contractor Developed Performance specifications.

Computer Aided Design Drafting (CADD) generated drawings.

The Contractor may be required to produce record drawings, modifications, or as-built drawings.

4.2.7. REMEDIATION. The Contractor will perform all necessary fieldwork in order to meet the scope of services milestones/objectives. The Contractor shall specify and perform any and all necessary quality control and verification testing, at required frequencies, in order to adequately control and monitor the response action/remedial action. Remediation may or may not be performed in conjunction with site characterization activities. The Contractor shall perform remediation activities, examples of which include but not limited to, removal activities involving debris, demolition, buried drums, Underground Storage Tanks (UST)/Above Ground Storage Tank (AST) removals, excavation, incidental construction activities, and other intrusive activities in order to meet the scope of services milestones/objectives.

5. Project Management -

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

Key Management Personnel and their qualifications are identified in Paragraph 5.1. of this Section C.

NOTE: The Contracting Officer shall approve all Replacement Key Personnel. Resumes of these individuals shall be required as part of task order proposals or whenever a change in personnel is to occur, in order to verify the replacement meets the qualifications of the solicitation.

5.1. Key Management Personnel -

(1) **Program Manager -** The offeror shall designate one individual as the Program Manager that will be assigned to this contract. The Program Manager shall be competent, experienced, and knowledgeable in the field of Environmental Remediation, and act as the primary point of contact (POC) for coordination with USACE, regulators, public interests, and the customer. The Program Manager shall be responsible for the overall management of the contract including cost, schedule, and technical quality. The Program Manager shall take immediate

corrective action when performance is not acceptable to USACE. The Program Manager shall also oversee the development and implementation of record keeping, administrative and quality control, and programs. The Program Manager should have the following qualifications:

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

Professional registration, in their respective field, if appropriate.

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

Working knowledge of applicable federal, state, and local laws, regulations, and guidance.

Experience in Risk Management and a working knowledge of Cost Containment (cost cap/stop loss) Insurance.

(2) **Certified Industrial Hygienist -** The Contractor should designate and utilize at least one individual as the certified industrial hygienist (CIH) to develop, implement, and oversee all safety and health related aspects of Environmental Remediation work under this Contract and any individual task orders. The CIH should have the following qualifications:

Be certified by the American Board of Industrial Hygiene (ABIH).

A minimum of a 4-year college degree in a related field from an accredited postsecondary institution.

A minimum of three (3) years working experience in Environmental Remediation site activities.

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

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

(3) **Contracts Manager -** The Contractor should designate one individual to perform the function of Contracts Manager who will ensure that all acquisition and contract management related to this contract (including subcontracts, purchases, rental agreements, subcontract modifications, tracking procurements, maintaining inventory property lists etc.) are performed in accordance with all terms of this Contract and any individual task orders. Also where applicable, the Contracts Manager will be responsible for compliance with federal, state, and local laws and regulations related to contract management and acquisition. The Contracts Manager should have the following qualifications:

A college degree including or supplemented by at least 24 semester hours in accounting, economics, business law, procurement, or management related studies. Alternatively, the Senior Contracts Manager may have completed an examination equivalent to a Certified Professional Contracts Manager through the National Contracts Management Association.

Four (4) years of contract and acquisition management experience in a position of increasing complexity and responsibility.

Training in acquisition, contract administration, cost and price analysis related to federal acquisition and firm-fixed price contracting experience.

Experience and/or working knowledge of risk management and Cost Containment (cost cap/stop loss) Insurance.

(4) **Project Manager(s)** – The Contractor will provide a trained and experienced Project Manager (PM) for each Task Order awarded. The Contractor will identify the PM and the PM's qualifications with the submittal of its proposal for the Task Order to be issued. The PM shall serve as the single point of contact for the Task Order, and shall be responsible for the management of work, approved plans, and all federal, state, and local laws and regulations. The PM shall also maintain close communication and coordination with USACE, the regulators, and the customer for the duration of the project, including monthly progress and cost reporting, if applicable. The Project Manager should have the following qualifications:

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

Professional registration, in their respective field, if appropriate.

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

Working knowledge of applicable federal, state, and local laws, regulations, and guidance.

(5) **Risk Assessor (RA) -** The Contractor should designate and utilize a Risk Assessor who shall ensure that all risk assessment (human health and ecological) goals of the task order are attained. The Risk Assessor should have the following qualifications:

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

A RA holding a Ph.D. in the appropriate field should have at least three (3) years of experience performing risk assessments at Environmental Remediation sites, or a RS holding a Master of Science degree in the appropriate field should have at least five (5) years of experience performing risk assessments at Environmental Remediation sites.

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

6. CONTRACTOR QUALITY CONTROL FOR FIELD ACTIVITIES (CQC) –

6.1. IMPLEMENTATION

6.1.1. WORK PLAN (WP). The Contractor is required to submit work plans as required by appropriate regulatory agencies in order to meet the scope of services milestones/objectives.

6.1.2. PRE-FIELD ACTIVITIY PLANNING. The Contractor is responsible for conducting all pre-field activity planning in order to meet the scope of services milestones/objectives.

6.1.3. WP DEVELOPMENT. The Contractor shall prepare draft work plans and submit to Contracting Officer and the regulatory agencies concurrently for review. The draft WP(s) will be reviewed and comments provided by the Government within (15) fifteen calendar days of receipt of the draft WP. The comments are for the Contractor's consideration in the Final WP submitted to the regulatory agencies. The Contractor shall provide an informational copy of the Final WP submitted for regulatory review to the Contracting Officer and the customer.

6.1.4. WP ACCEPTANCE. Regulatory acceptance of the Contractor's Work Plan(s) is required prior to start of field mobilization. The Contractor shall provide any revisions to the Final Work Plan(s) as a result of regulatory review as informational copies to the Contracting Officer and the Installation/Customer.

6.1.5. WP EXECUTION. During execution of all activities, the Contractor shall follow the approved Final WP. The regulatory agencies must approve, in writing, any deviation from the Final WP and information copies of the deviation shall be provided by the Contractor to the Contracting Officer and the Installation/Customer.

6.2. PUBLIC RELATIONS/PUBLIC COMMENT. The Contractor will comply with all provisions of the public relations plan for remedial activities. This will include the production and publication of the notices required by regulatory agencies. All public relation activities require prior approval by the installation. The Contractor will be required to actively participate in public meetings and public relation activities.

6.3. ON-SITE ACTIVITIES. Contractor Quality Control (CQC) Program is the means by which the Contractor ensures that the work, to include that of subcontractors and suppliers, complies with the regulatory and contractual requirements. The installation representative shall be notified at least 24 hours in advance of any QA/QC testing.

6.3.1. SAFETY INSPECTIONS. A review of the appropriate activity hazard analysis by the Contracting Officer will be conducted to ensure safety requirements have been met. The Contractor shall perform daily safety inspections of the job-site and the work in progress to ensure compliance with EM 385-1-1 and other occupational health and safety requirements. Daily Quality Control reports shall be used to document the inspection and shall include a notation of the safety deficiencies observed and the corrective actions taken. The Contractor shall use his designated Quality Control Staff, including the SSHO, to perform the required inspections and shall supplement the staff with additional personnel as required.

6.4. ENFORCEMENT. The Contractor shall stop work on any item or feature, pending satisfactory correction of any deficiency noted by his Quality Control staff, safety and health staff or by appropriate regulatory agencies. If work has been stopped by the Contractor's QC or the safety and health staff, the Contractor shall notify the installation representative or customer and the Contracting Officer.

6.5. NOTIFICATION OF NONCOMPLIANCE. The Contracting Officer will notify the Contractor of any noncompliance. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the Contractor or its authorized representative at the site of the work, shall be deemed sufficient for the purpose of notification. If the Contractor or its representative fails or refuses to comply promptly with the notice, the Contracting Officer may stop all or

any part of the work until satisfactory corrective action has been taken at no additional cost to the Government.

6.6. FINAL ACCEPTANCE INSPECTION. For all sites requiring remediation, the Contractor's Quality Control Inspection personnel, its superintendent or other primary management person, and the Contracting Officer's representative will be in attendance at the Final Inspection. Additional Government personnel including, but not limited to, those from Base/Post or Civil/Facility Engineer, user groups, and major commands may also be in attendance. The Contracting Officer or his representative, based upon notice from the Contractor will formally schedule the final acceptance inspection. This notice will be given to the Contracting Officer at least 2 days prior to the Final Acceptance Inspection date. It must include the Contractor's assurance that all specific items previously identified as unacceptable, along with all remaining work performed under the contract will be complete and acceptable by the date scheduled for the final acceptance inspection. Failure of the Contractor to have all contract work acceptably complete for this inspection could be cause for the Contracting Officer to bill the Contractor for the Governments additional inspection costs. At this time, the Contractor and the Government will inform the facility what future corrective actions may need to be taken to completely remediate the site.

7. TECHNICAL AND REGULATORY REPORTS –

The Contractor shall prepare draft reports and submit to the Contracting Officer with concurrent submission to the applicable Installation/Customer for review prior to submission to regulatory agencies. The draft document will be reviewed and comments provided by the Government within (15) fifteen calendar days of receipt of the draft. The comments are for Contractor's consideration in the final report submitted to the regulatory agencies. An informational copy of the final report submitted for regulatory review shall be provided by the Contractor to the Contracting Officer and the Installation. The Contractor shall provide any revisions to the final report as a result of regulatory review as informational copies to the Contracting Officer and the Installation.

Decision Documents (DD). The Contractor shall prepare the decision document and submit to Contracting Officer for review and approval prior to submission of the document to regulatory agencies. The decision document will be reviewed and approved or rejected by the Government within approximately (90) ninety calendar days of receipt of the decision document. If the decision document is rejected, the Government will document its decision and provide it to the Contractor.

8. PERFORMANCE BASED CONTRACT/TASK ORDER – QUALITY ASSURANCE SURVEILLANCE PLAN –

The Quality Assurance Surveillance Plan (QASP) is a Government developed and applied document used to make sure that systematic quality assurance methods are used in the administration of the Performance Based Contract/Task Order. The QASP details how and when the Government will survey, observe, test, sample, evaluate, and document contractor performance according to the Performance Work Statement (PWS). The Government's QASP and the contractor's Quality Control Plan work together to ensure project performance standards are met.

The QASP is written concurrently with the PWS because what is written into the PWS influences what is put into the QASP. Additionally, development of the QASP will force the PBC Team to make sure that outputs and procedures in the PWS are measurable.

The QASP focuses on the quality, timeliness, etc. of the performance outputs to be delivered by the contractor, and not on the steps required or procedures used to provide the product or services.

Using quality assurance controls or surveillance specified in the QASP, the PBC Team can determine if contractor-provided service meets the quality standards required in the contract. The QASP is critical to smooth and effective contract administration.

9. DEFINITIONS –

The following terms used in this solicitation are defined for informational purposes as follows (in addition, follow-on task orders may contain further CERCLA and/or RCRA terminology that will be used in conjunction with this Section C):

9.1. Unexploded Ordnance: Military munitions that have been primed, fused, armed, or otherwise prepared for action, and have been fired, dropped, launched, projected, or placed in such a manner as to constitute a hazard to operations, installation personnel, or material and remain unexploded either by malfunction, design, or any other cause. Munitions above and including M203 are eligible except for 50 and 60 caliber. *(UXO IS NOT COVERED UNDER THIS CONTRACT)*

9.2. Ordnance and Explosives: Ammunition, ammunition components, chemical or biological warfare material or explosives that have been abandoned, expelled from demolition pits or burning pads, lost, discarded, buried, or fired. Such ammunition, ammunition components, and explosives are no longer under accountable record control of any DOD organization or activity. Soils with explosive constituents are considered OE if the concentration is sufficient to be reactive and present an imminent safety record. *(OE IS NOT COVERED UNDER THIS CONTRACT)*

9.3. High Level Radioactive Waste: NRC defines HLRW in 10 CFR 72 as the highly radioactive material resulting from the reprocessing of spent nuclear fuel, including liquid waste produced directly in reprocessing and any solid material derived from such liquid waste that contains fission products in concentrations that require isolation. *(HIGH LEVEL RADIOACTIVE WASTE IS NOT COVERED UNDER THIS CONTRACT)*

9.4. Chemical Warfare Material (CWM): An item configured as a munitions containing a chemical substance that is intended to kill, seriously injure, or incapacitate a person through its physiological effects. CWM also includes V- and G- series nerve agent, H-series blister agent, and lewisite in other than munitions configurations. Due to their hazards, prevalence, and military-unique application, chemical identified sets (CAIS) are also considered CWM. CWM does not include: riot control agent, chemical herbicides; smoke and flame producing items, or soil, water, debris, or other media contaminated with chemical agent. *(CWM IS NOT COVERED UNDER THIS CONTRACT)*

9.5. Unknown Site: A site not identified in a specific task order.

9.6. No Further Action: Written notice from the governing regulator indicating that the response/remedial action is complete and that no further remediation is required.

9.7. Low-Level Radioactive Waste (LLRW): Both the Nuclear Waste Policy Act of 1982 and the Low-Level Radioactive Waste Policy Amendments Act of 1985 define LLRW as radioactive material that (a) is not high-level radioactive waste, spent nuclear fuel, transuranic waste, or byproduct material as defined in Section 11(e)(2) of the Atomic Energy Act of 1954 and (b) consistent with existing law, is classified by NRC as LLRW. The NRC has a LLRW classification system codified at 10 CFR Section 61.55. NRC classifies waste to set criteria for the construction

of new LLRW disposal facilities. The classification system is not intended to be used for reasons beyond the scope of that objective by the NRC.

9.8. Decision Document (DD): The Army has adopted the term "Decision Document" for the documentation of a removal action, Interim Removal Action (IRA), or RA decision at CERCLA non-NPL installations or RCRA Corrective Actions. Decision Documents must be forwarded and signed by appropriate officials (Installation Commander is approval authority for Army and Regulators must then approve of document). Sufficient staffing time must be allowed for. The approval authority for the DD is also the approval authority for the Completion Report.

9.9. Completion Report: Prior to the completion of the RA operations, a report is prepared, for signature, with certification that the RA project was conducted in accordance with the DD, the site no longer constitutes a threat to public health, welfare, or the environment, and that further RAs are not necessary. The approval authority on this report is the same as the DD.

9.10. Response Action: An action involving either a short term removal action or a long term removal response that may include, but is not limited to, removing hazardous materials from a site for treatment or containment; containing the waste safely on site; treating the waste safely on site; and identifying and removing the source of contamination and halting further migration of contaminates.

9.11. Site Close-out (SC): For the purpose of this document, SC is the completion of all RA activities as stated in the DD, and acceptance of the completion report by authorities as stated in paragraph 1.1.7 Decision Documents above.

9.12. Preliminary Assessment (PA): Initial analysis of existing information to determine if a release may require additional investigation or action.

9.13. Remedial Investigation (RI): Process undertaken to determine the nature and extent of the problem presented by a release, which emphasizes data collection and site characterization.

9.14. Feasibility Study (FS): A study undertaken to develop and evaluate alternatives for remedial action.

9.15. Operations and Maintenance (O&M): Activities required to maintain the effectiveness of response actions.

9.16. Field Sampling Plan: Document that provides guidance for all field work by defining in detail the sampling and data gathering methods to be used on a project. Part of the Sampling and Analysis Plan that is prepared prior to any non-emergency site sampling activities.

9.17. Human Health Risk Assessment: Characterizes the nature and extent of potential adverse impacts from contaminates found in the air, soils, and/or water at the site. The risk assessment process synthesizes available data on exposure of specified receptors and the toxicity of contaminates to estimate the associated risk to human health.

9.18. Natural Attenuation: The naturally occurring process in soil and groundwater environments that act without human intervention to reduce the mass, toxicity, mobility, volume, or concentration of contaminates in those media.

9.19. Quality Assurance Project Plan: (as stated in the National Contingency Plan) A written document, associated with remedial site sampling activities, which presents in specific terms the organization (where applicable), the objectives, functional activities, and specific quality assurance and quality control activities designed to achieve the data quality goals of a specific project or continuing operation. The quality assurance project plan is prepared for each specific project or continuing operation (or group of similar projects or continuing operations). Part of the Sampling and Analysis Plan that is prepared prior to any non-emergency site sampling activity.

9.20. Remedial Action (RA) or Remedy: (as stated in CERCLA) Actions consistent with permanent remedy taken instead of or in addition to removal actions in the event of a release or threatened release of a hazardous substance into the environment, to prevent or minimize the release of hazardous substances so that they do not migrate to cause substantial danger to present or future public health or welfare or the environment. The term includes, but is not limited to, such actions at the location of the release as storage, confinement, perimeter protection using dikes, trenches, or ditches, clay cover, neutralization, cleanup of released hazardous substances and associated contaminated materials, recycling or reuse, diversion, destruction, segregation of reactive wastes, dredging or excavations, repair or replacement of leaking containers, collection of leachate and runoff, on site treatment or incineration, provision of alternative water supplies and any monitoring reasonably required to assure that such actions protect the public health and welfare and the environment. The term includes the cost of permanent relocation of residents and businesses and community facilities where the President determines that, alone or in combination with other measures, such relocation is more cost-effective than and environmentally preferable to the transportation, storage treatment, destruction or secure disposition off site of hazardous substances, or may otherwise be necessary to protect the public health or welfare; the term includes off site transport and off site storage, treatment, destruction, or secure disposition of hazardous substances and associated contaminated materials.

9.21. Remedial Design (RD): Technical analysis and procedures which follow the selection of remedy for a site and result in a detailed set of plans and specifications for implementation of the remedial action.

9.22. Sampling and Analysis Plan: Document composed of a Quality Assurance Project Plan and Field Sampling Plan that is prepared prior to site sampling activities.

9.23. Site: A location on an installation where hazardous wastes have been stored, disposed, spilled or otherwise released to the environment. A site includes land and water resources where they are contaminated by the release, and it includes any structures, earth works or equipment that are clearly associated with the release. Where multiple sites may contribute to contamination of an aquifer or a common land area, the contaminated resource may be identified as a site that is distinguished from the sites where the release occurred. A site is a basic unit for planning and implementing response actions.

9.24. Site Health and Safety Plan: Document that specifies policies and procedures for ensuring the health and safety of personnel working at a site.

9.25. Site Inspection: On site inspection to determine whether there is a release or potential release and the nature of the associated threats. The purpose is to augment the data collected in the preliminary assessment and to generate, if necessary, sampling and other field data to determine if further action or investigation is appropriate.

9.26. Source Control: Actions that either remove the source of contamination off-site or effectively contain it on-site so that continuing releases are prevented or reduced.

9.27. To Be Considered Requirements: Non-promulgated advisories (such as reference doses or potency factors), criteria and guidance issued by Federal and State governments that are identified to supplement applicable or relevant and appropriate requirements.

9.28. Removal: (as stated in, CERCLA) The cleanup or removal of released hazardous substances from the environment, such actions as may be necessary taken in the event of the threat of release of hazardous substances into the environment, such actions may be necessary to monitor, assess and evaluate the release or threat of release of hazardous substances, the disposal of removal material, or taking of such other actions as may be necessary to prevent, minimize or mitigate damage to the public health or welfare or to the environment, which may otherwise result from a release or threat of release. The term includes, in addition, without being limited to, security fencing or other measures to limit access, provisions of alternative water supplies, temporary evacuation and housing of threatened individuals not otherwise provided for, action taken under Section 104(b) of this Act and any emergency assistance which may be provided under the Disaster Relief Act of 1974.

9.29. Relevant and Appropriate Requirements: Cleanup standards, standards of control and other substantive environmental protection requirements, criteria or limitations promulgated under Federal or State law, while not applicable to a hazardous substance, pollutant, contaminant, remedial action, location or other circumstances at a site, address problems or situations sufficiently similar to those encountered at the site that their use is well suited to the particular site.

9.30. Presumptive Remedies: Preferred cleanup technologies for common categories of sites having similar characteristics, and are based on past experience in site remediation, as well as the USEPA's scientific and engineering evaluation of performance data on technology implementation.

9.31. Release: (as stated in CERCLA) Any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the environment (including the abandonment or discarding of barrels, containers and other closed receptacles containing any hazardous substance or pollutant or contaminant), but excludes (A) any release which results in exposure to persons solely within a workplace, with respect to a claim which such persons may assert against the employer of such persons, (B) emissions from the engine exhaust of a motor vehicle, rolling stock, aircraft, vessel, or pipeline pumping station engine, (C) release of source, byproduct, or special nuclear material from a nuclear incident, as those terms are defined in the Atomic Energy Act of 1954, if such release is subject to requirements with respect to financial protection established by the Nuclear Regulatory Commission under Section 170 of such Act or, for the purposes of Section 104 of this title or any other response action, any release of source byproduct, or special nuclear material from any processing site designated under Section 102(a)(1) or 302(a) of the Uranium Mill Tailings Radiation Control Act of 1978, and (D) the normal application of fertilizer.

9.32. Operable Unit: (as stated in the National Contingency Plan) A discrete portion of a remedial response that by itself eliminates or mitigates a release, threat of release or pathway of exposure and that requires no additional action to accomplish its objective. The cleanup of a site can be divided into a number of operable units, depending on the complexity of the problem associated with the site. Operable units may consist of any set of actions performed over time or any actions that are concurrent but located in different parts of a site.

9.33. Administrative Record: Compilation of documents that records the decision making process regarding the selection of a response action to be taken at a site.

9.34. Land Use Controls (LUCs): (as stated in the Aug 31, 2000 Memorandum from Deputy Under Secretary of Defense Environmental Security, Subject Interim Policy on Land Use Controls Associated with Environmental Restoration Activities) LUCs include any type of physical, legal, or administrative mechanism that restricts the use of, or limits access to, real property to prevent or reduce risks to human health and the environment. Physical mechanisms encompass a variety of engineered remedies to contain or reduce contamination and/or physical barriers intended to limit access to property, such as fences or signs. Legal mechanisms include restrictive covenants, equitable servitudes, and deed notices. Administrative mechanisms include notices and existing construction permitting or land use management systems that may be used to ensure compliance with use restrictions.

9.35. RCRA Facility Assessment (RFA): The goal of this investigation is to determine if there is evidence of a release that warrants further investigation and possible corrective action. During this investigation, EPA or the authorized State will conduct a preliminary review of the site by examining available records and conducting a site visit. Limited sampling may occur at this stage.

9.36. Interim Stabilization Measure: Interim measures for corrective action may be initiated at anytime to mitigate or remove the threat presented by a release. Decisions concerning interim measures are made based on the immediacy and magnitude of the potential threat to human health or the environment, and the implications of deferring the corrective action until the RFI / CMS is completed.

9.37. RCRA Facility Investigation (RFI): This investigation occurs if there is evidence that a release occurred or is occurring. The facility conducts this investigation to thoroughly characterize the nature and extent of the release of hazardous waste and / or hazardous constituents from each source at a facility, and gather data that will be used to evaluate potential corrective measures or remedies. The work is performed either under a permit schedule of compliance or under an enforcement order.

9.38. Corrective Measures Study (CMS): If the need for corrective measures is verified during the RFI process, the facility is then responsible for performing a CMS. The purpose of this study is to develop and evaluate the corrective action alternatives and to recommend the corrective measure to be taken at a facility. This will be done based on detailed engineering evaluation of the data and the corrective measure technologies. The final CMS report includes the facility's recommendations. Based on the CMS results, EPA or the authorized State will select the remedy that they feel will minimize the threat.

9.39. Statement of Basis: This document summarizes the information contained in the RFI / CMS reports and the administrative record. It is designed to facilitate public participation in the remedy selection process by: 1) Identifying the proposed remedy and explaining the reasons for the proposal; but it does not select the final remedy. 2) Describing other remedies that were considered. 3) Soliciting public review and comment on all possible remedies. And, 4) providing information on how the public can get involved in the remedy selection process.

9.40. Response to Comments (RTC): Following the receipt of public comments, the regulatory agency is required to prepare a RTC prior to issuance of any final permit decision

pursuant to 40 CFR 124.17. This document should respond to all pubic comments and document the remedy selected by the regulatory agency.

9.41. Corrective Measures Implementation (CMI): The purpose of the CMI phase is to design, construct, operate, maintain, and monitor the performance of the selected corrective measures. A permit modification or corrective action order usually precedes the CMI.

9.42. Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA): commonly known as Superfund, was enacted by Congress on December 11, 1980. This law created a tax on the chemical and petroleum industries and provided broad Federal authority to respond directly to releases or threatened releases of hazardous substances that may endanger public health or the environment.

9.43. The Resource Conservation and Recovery Act (RCRA): was enacted in 1976 to address the issue of how to safely manage and dispose of the huge volumes of municipal and industrial waste generated nationwide. The RCRA program is administered by EPA's Office of Solid Waste (OSW). Subtitles C and D of RCRA set forth the framework for EPA's comprehensive waste management program:

- RCRA Subtitle C establishes the regulatory structure for managing **hazardous waste** from the time it is generated until its ultimate disposal.
- RCRA Subtitle D establishes a system for managing **solid (primarily nonhazardous) waste**, such as household waste.
- RCRA Subtitle I regulates **underground storage tanks** (USTs) that store petroleum or hazardous substances.

(End of Section C)

Section E - Inspection and Acceptance

52.246-4 – Inspection Of Services--Fixed-Price (Aug 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(End of clause)

End Of Section E

Section F - Deliveries and Performance

52.247-34 -- F.O.B. -- DESTINATION (Nov 1991)

(a) The term "f.o.b. destination," as used in this clause, means --

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarded for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall --

(1)

(i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

(End of Clause)

(End of Section F)

Section G - Contract Administration Data

1. INVOICING DATA:

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

U.S. Army Corps of Engineers, [Designated] District
(To be determined under each Task Order. Any other office/agency designated to receive mail/invoices will be identified by the follow-on Contracting Officer.)

Note: The Contracting Officer for the individual Task Order will be designated by the district issuing the Task Order.

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

1.3 Payment will be made by:

USACE Finance Center**

**Note: The applicable finance center will be designated in each separate Task Order issued.

2. CONTRACT ADMINISTRATION DATA:

2.1 The Base Contract(s) will be administered by:

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

2.2 However, individual task orders will be negotiated, issued, administered, and closed out by the cognizant district.

2.3 Contracting Officer Representatives will be appointed in writing by the Contracting Officer in each district.

3. PAYMENT:

Payment will be made in accordance with the FAR clauses as found in Section I of this solicitation and the instructions as found in Section H in paragraphs 4 and 5.

4. INVOICES:

The Government shall pay all invoices promptly based on inspection and acceptance criteria, as well as on the established milestone schedule found in each task order, in accordance with the FAR clauses as found in Sections F and I of this solicitation.

(End of Section G)

Section H – Special Contract Requirements

1. GENERAL INSURANCE REQUIREMENTS.

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

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

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

1.4. Contractor's Pollution Liability. $1,000,000 per occurrence and in the aggregate.

1.5. Errors & Omissions Liability. $1,000,000 per occurrence and in the aggregate.

1.6. Corporate Policies. The Contractor may use corporate policies to cover Workman's Compensation, Automobile, General Liability, Contractor's Pollution Liability, and Errors & Omissions Liability insurance requirements specified in this Section H.

2. COST OVERRUN INDEMNIFICATION.

2.1. Financial Indemnification. For the duration of each Task Order issued under this contract, the Contractor will be responsible for the financial indemnification of the United States Government, the Department of Defense, its officers, agents, and employees for **up to** an additional two (2) times the price of each individual task order issued minus the cost of the insurance premium (example: $1 million task order price plus $2 million indemnification liability of the Contractor less the insurance premium, if specified by the site-specific task order scope of work). It is expected that for most projects, the Government will only require the financial indemnification to be one times the task order cost less the cost of the insurance premium. The Contractor shall financially indemnify the U.S. Government, the Department of Defense, its officers, agents, and employees from and against all claims, demands, suits, actions, liabilities, judgments, civil fines or penalties, criminal fines or penalties, costs and expenses as may arise out of the Contractor's pursuit of or failure to satisfy its contractual obligation for completion of the work as defined in Section C of this solicitation and as defined in each site-specific scope of work for each individual task order. In addition, the Contractor shall be responsible for the financial indemnification of the United States Government, the Department of Defense, its officers, agents, and employees for regulatory reopeners and changes in environmental laws and standards identified within a period of five (5) years after completion of remedy in place for each site as defined for each site-specific scope of work for each individual task order.

2.2. Indemnification Exclusions. The indemnification required in connection with the completion of work under this contract does not extend to the three exclusions identified below;

however, the Contractor shall have the burden of proving its entitlement to any of these indemnity exclusions:

2.2.1. "Acts of God" as defined under CERCLA Section 101 (42 U.S.C. 9601) where the resulting environmental condition was not contributed to by any negligent acts or omissions of the Contractor, its agents, servants, employees or invitees.

2.2.1.1. ACT OF GOD [CERCLA 101 §(1)]: Defined as an unanticipated grave natural disaster or other natural phenomenon of an exceptional, inevitable, and irresistible character, the effects of which could not have been prevented or avoided by the exercise of due care or foresight.

2.2.2. The remediation of unexploded ordnance (UXO) or high-level radiological contamination unless specifically identified and covered in the insurance policy.

2.2.2.1. UNEXPLODED ORDNANCE (UXO): Defined as military munitions that have been primed, fused, armed, or otherwise prepared for action, and have been fired, dropped, launched, projected, or placed in such a manner as to constitute a hazard to operations, installation personnel, or material and remain unexploded either by malfunction, design, or any other cause. Munitions above and including M203 are eligible except for 50 and 60 caliber.

2.2.2.2. HIGH-LEVEL RADIOACTIVE WASTE (10 CFR 72): NRC defines HLRW in 10 CFR 72 as the highly radioactive material resulting from the reprocessing of spent nuclear fuel, including liquid waste produced directly in reprocessing and any solid material derived from such liquid waste that contains fission products in concentrations that require isolation.

2.2.3. Claims from any natural resources damages not otherwise attributable to Contractor negligence or intentional misconduct in the performance of work under this contract.

2.3. Insurance Indemnification Requirements. Satisfactory evidence of the Contractor's ability to financially indemnify the Government as required by Section H, Paragraph 2.1, shall be provided in the form of remedial cost containment insurance, in a minimum amount of at least eighty-five (85) percent of the task order price. The items covered by the insurance policy shall not entitle the Contractor to an equitable adjustment. The limits of indemnification shall never exceed two (2) times the task order amount less the cost of the insurance premium. Unless otherwise stated in the scope of services for the task order, the Contractor shall provide indemnification at one (1) times the task order cost. The Contractor shall provide proof of insurance to the Contracting Officer of the Corps District Office issuing the Task Order within thirty (30) calendar days of task order award. Upon review and approval of the insurance policy by the responsible Corps District Contracting Officer, the Government will issue a **Notice To Proceed** after task order award.

Therefore, before Award, the Government will review the Contractor's insurance policy, which will most likely be in final draft form in the Contractor's proposal. It has been the Government's experience that the insurance underwriter will not bind the policy until payment is made and the payment cannot be made until the task order is awarded. Therefore, the Government will review and approve the final draft insurance policy, award the task order, and issue the Notice to Proceed once the final binding policy is issued and approved by the Government's Contracting Officer.

2.4. Remedial Cost Containment Insurance.

2.4.1. Insured. The U.S. Government shall be an Additional Insured under the policy.

2.4.2. Term. The term of the policy shall be adequate to cover the task order requirements. The term of the policy may vary depending upon the proposed schedule of work by the Contractor.

2.4.3. Insurance Carrier. Must be A.M. Best's rated A- (Excellent) Financial Size Category (FSC) IX or better.

2.4.4. Coverages.

2.4.4.1. Coverage and limits are to reflect this task order only and are not to be commingled with other policies covering other projects, task orders or operations of the Contractor. The specified insurance shall be primary.

2.4.4.2. Lines of Coverage: Remedial Cost Containment

The insurance coverage shall, as a minimum, provide the following:

Remedial Cost Containment - Remediation Coverage: Changes in quantities (e.g. amount of contaminated soil remediated, amount of required testing, number of wells drilled, amount of labor, supplies, equipment, and materials, etc.), changes in the remediation methods or technical approaches used, changes due to discovery of previously unknown contaminants at identified sites within each task order issued, regulatory re-openers and changes in environmental laws or standards, first and third party on and off site remedy costs including off site disposal coverage and all other tasks associated with the completion of the scope..

2.5. Risk Transfer Limits.

2.5.1. Risk transfer limits for cost containment insurance shall be at least eighty-five (85) percent of the task order price, if required in the site-specific scope of work for each task order. The balance of the indemnification may be covered by other securities, including other financial instruments and other corporate assets.

2.5.2. Failure of the Contractor to obtain and maintain the level and type of insurance coverage required for each task order issued shall not relieve the Contractor from the indemnity obligation established under this section H. The Contractor's indemnity proposal shall clearly identify all insurance related deductibles, retentions, loss funds, and coverage exclusion(s).

2.5.3. The insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or cancelled by either the Contractor or the insurer without thirty (30) days prior written notice, when cancellation is for other than non-payment of premium. If cancellation is for non-payment of premium then written notice of intent to cancel shall be no less than ten days before cancellation. The insurance policy shall also specify the conditions under which the insurance policy can be cancelled. No policy may be reduced in limit or coverage, nor materially changed without thirty (30) day written notice by the Contractor to the Contracting Officer. Moreover, the Contractor must cooperate fully with the insurer throughout the policy term and as outlined in the policy, so that coverage under the policy is not prejudiced. Finally, cancellation of the policy does not relieve the Contractor of its indemnification to the Government.

2.6. Assignability. The Contractor shall provide in its insurance policy that in the event of bankruptcy or insolvency by the Contractor, assignability of the insurance policy may not be unreasonably withheld.

2.7. Corporate Assets. The Contractor may use its corporate assets, i.e., corporate bonds, U.S. bonds, letters of credit, certified cashier's checks, bank drafts, certificates of deposit, guarantee agreements, corporate stock, etc. in order to finance exclusions, deductibles before attachment points, and self-insured retentions (i.e., the 15% of indemnification not covered by the insurance policy). The Contractor shall provide written explanation of its intent to use such financial instruments to meet its obligations.

3. ORGANIZATION CONFLICTS OF INTEREST.

3.1. Disclosure. The Contractor shall provide a disclosure statement with its task order proposal, which concisely describes all relevant facts concerning any past or present organizational conflicts of interest relating to the work in each task order. In the same statement, the Contractor shall provide the information required in the following paragraph to assure the Government that the conflicts of interest have been mitigated and/or neutralized to the maximum extent possible. If a conflict of interest is discovered after task order award, the Contracting Officer will make a decision whether to terminate or rescind the task order and/or contract at that time.

3.2. Potential Conflicts of Interest. This request for proposals is open to any offeror to compete as a prime contractor, subcontractor or in any teaming arrangement. In order to avoid any organizational conflicts of interest, or even the appearance of any organizational conflicts of interest, any contractor performing environmental services work at the follow-on installation(s) under each task order will need to avoid, neutralize and/or mitigate -- prior to task order award – significant potential conflicts of interest that may prejudice effective competition. The Contracting Officer has determined that at a minimum contractors currently performing work on the identified installation(s) under each task order must ensure that all data pertaining to contamination at the sites compiled by or in the possession of such contractors shall be made available to all potential Multiple Award Remediation Contract (MARC) contractors in a timely fashion to the maximum extent possible by immediately providing such data to a data depository.

4. FIVE-YEAR WARRANTY.

The Contractor shall provide a 5-year warranty period on all sites completed as identified in each site-specific Scope of Work in each task order from the date of Site Close-out, unless a task order is issued that specifically states that the 5-year warranty period is not required for a particular site. During this 5-year warranty period, the Contractor shall be responsible for remediation and warrant the Government from cost increases to the task order for changes due to discovery of additional contamination at the site causing the regulators to refuse to close-out the site(s), changes to remediation methods or technical approaches, regulatory re-openers, and changes in environmental laws or standards that cause the regulators to refuse to close-out the site(s). The 5-year warranty is only for the existing contamination, should ongoing or subsequent releases caused by others, other than the Contractor working on the site, the responsible party shall be liable for the additional cleanup. The 5-year warranty period will not be terminated early for any reason. Once the 5-year warranty ends, the Government assumes the liability.

5. RETAINAGE.

Retentions. The Contractor may bill for up to ninety (90%) percent of the milestone established under each task order in accordance with FAR Clause 52.232-32, Performance-Based Payments as found in this contract for contract financing payments. The Government will withhold the remaining ten (10%) percent of the milestone payment until the final milestone is achieved by the Contractor in the judgment of the Contracting Officer. The final milestone is generally the “site closeout” document, but this will be identified in each task order issued.

6. FINES, PENALTIES, AND DAMAGES.

The contractor shall be solely liable for fines and/or penalties assessed by state regulators and/or other cognizant regulatory agencies for failure to comply with any requirements of this contract, unless excused by Paragraph 2.2.1 of this Section H. "Compliance" shall include performance and completion of the work under each task order as defined by the Scope of Work or work plan or other approved plan in accordance with all applicable requirements of law, the contract, and any other approved plans and documents, and within the specified time schedules established under each task order and/or this contract. Any amounts attributable to fines and penalties will be deducted from the payment(s) to the contractor.

The contractor shall be solely liable for all indirect, special, punitive and consequential damages attributable to any negligence or intentional acts on behalf of the Prime Contractor, its employees, or its Subcontractors and their employees.

7. PROGRESS REPORTS.

In addition to reports/data as may be required under Section C of this contract and task order specific requirements, the Contractor shall, at a minimum, provide to the Contracting Officer a consolidated clean-up progress report monthly, documenting the clean-up progress at each site/installation. This report shall also provide expended funds and estimates to complete each site under the Task Order.

8. MINIMUM GUARANTEE.

The minimum guarantee for the base period and each option period shall be $75,000 which can be satisfied by obligating funds and/or issuing task orders against the base contract(s).

9. BRAC WORK.

Special procedures will be followed for Base Realignment And Closure (BRAC) installations. The Government will comply with DFARS Subpart 226.7102 and EFARS Subpart 26.72. If the Government determines through its own market research that local vicinity firms or small business firms can perform the work and the contractor(s) holding the contract(s) is/are not from the local vicinity or small business, the project may be done outside the scope of the contract(s) under another contract vehicle.

10. FOLLOW ON WORK.

Follow on Task Orders at Installations or Sites where work is currently being performed by one of the FPRI MARC Contractors may go to the Contractor that is currently working on the installation or site and may not be competed in accordance with FAR Subpart 16.505. This will be based on the Contractor's current and/or past performance at the installation or site, as well as the Contractor's capability of performing the work, the ability to handle the additional work capacity, and the ability to obtain the needed cost containment insurance and/or performance and payment bonds. It is in the Government's best interest to limit the number of Contractors responsible for site cleanup. Follow on Task Orders will be evaluated on a case-by-case basis. If determined by the Contracting Officer, the Task Order will be competed among the MARC Contractors under the procedures outlined in this Section H, in order to determine the Contractor that will offer the Best Value to the Government for the work to be done.

11. WAGE DECISIONS AND/OR WAGE DETERMINATIONS.

All task orders that are subject to Service Contract Act and/or Davis Bacon Act will have the applicable wage decision/determination provided in the Task Order RFP.

12. ORDER OF PREFERENCE FOR WORK EXECUTION.

On-going military operations at active installations shall take precedence over environmental services described under this contract or any task orders issued. Work stoppages due to any military operations will not be grounds for task order modification of cost and/or schedule. The Government will provide a likely schedule of interrupted operations due to military operations, e.g., the number of expected downtime days. However, it is the responsibility of the Contractor to provide pricing to account for any impacts to their schedule.

13. CORPS-WIDE CONTRACT ACCESS.

The resulting contract(s) may be used for work within the United States or its Territories of Puerto Rico or the Virgin Islands. Any U.S. Army Corps of Engineers District wishing to use these contract(s) will request the needed contract capacity via a Memorandum of Agreement. The Omaha District will award the base contract(s) with individual task orders being negotiated, issued, administered, and closed out by the individual cognizant districts that are using this contract(s).

14. PERFORMANCE AND PAYMENT BONDS.

Task Orders may require Performance and Payment Bonds depending upon the site-specific scope of work requirements and the Customer's need. The Contracting Officer will notify the Contractor if Performance and Payment Bonds are required at the time of request for proposal in the site-specific scope of work for each task order.

15. ORAL PRESENTATIONS.

Oral Presentations may be required and used to evaluate the Contractor's technical approach, team, and other requirements as specified on a task order by task order basis depending on the project. Oral Presentations will not be used for the award of the Base Contract(s).

15.1. GENERAL INSTRUCTIONS FOR ORAL PRESENTATIONS.

Technical proposals will be requested for each task orders in oral form by means of an oral presentation to the Task order evaluation team members. Overall selection of the successful offeror will be based on the following criteria: Technical Approach, Technical/Personnel Experience, Schedule, Capacity, Insurance terms and conditions, and other considerations that identified in the Task Order RFP. Price will be separately and subjectively evaluated.

The Offeror shall use the presentation to explain its understanding, approach, and allocation of resources to enable to complete evaluation of the offeror's capability to perform the task. The offeror shall demonstrate how they plan to meet the stated requirements or goals and that the offeror has the necessary understanding, expertise, facilities, personnel and experience to successfully accomplish the proposed work. The Offeror shall identify any additional types of information they believe are needed in the performance of the contract.

No price information shall be included in the presentation narrative or briefing charts. A written cost proposal, including the life cycle cost for each site, will be provided as hard copy, in accordance with the instructions provided in the task order RFP.

The two-hour time limit will begin with the Corp's direction to begin. The filming of the presentation will be immediately terminated at the completion of the two-hour time limit, unless the Offeror completes its presentation prior to the expiration of the two-hour limit. At the conclusion of the presentation or the two-hour time limit, whichever, occurs first, the Government may ask questions of the briefer. The questions and answers will not count against the two-hour time limit. Answers to questions will be videotaped and will be considered for evaluation purposes. The key personnel making the presentation will respond to the questions. Offerors may bring no more than three representatives to the oral presentation, with the proposed Project Manager being a member of the presentation team.

All Offerors shall document the main point of the oral presentations on PowerPoint slides and provide an original and copies of the slides to the Contracting Officer as a part of the Limited Written Technical Proposal, which is due to the Contracting Officer by the date and time prescribed on the task order RFP. Offerors may provide a one-page note to accompany each slide with an original and (TBD) printed copies thereof also as part of their Limited Written Technical Proposal. All printed copies must be legible. No other written documentation of the oral presentation will be accepted. No changes to this written documentation will be accepted at the time of oral presentations. The Task Order Evaluation team members will not inform an Offeror of their strengths, deficiencies, or weaknesses during the presentation, and they will not engage in discussions during the presentation. Offerors are prohibited from taping or recording their own presentation.

16. MARC ID/IQ INFORMATION

16.1. More than one contract is being awarded for the same services as stated in Section C of this contract. Each contractor will be afforded a fair opportunity to be considered for each task order in excess of $2,500.00.

16.2. The Contracting Officer, along with the advice of his/her technical experts, will determine the factors and subfactors necessary to evaluate each contractor's proposal for a task order award. These factors and subfactors may vary and will be determined on a task order by task order basis.

16.3. If the contractor believes it was not fairly considered for a particular task order, the contractor may present the matter to the contracting officer. The contractor may appeal the explanation or decision of the contracting officer to the USACE Ombudsman, who is the USACE PARC, at the following address:

Headquarters, U.S. Army Corps of Engineers
Attention: CEPR-P (USACE Ombudsman)
20 Massachusetts Avenue N.W.
Washington, D.C. 20314-1000.

The ombudsman will review the contractor's complaint, and in coordination with the contracting officer, ensure that the contractor was afforded a fair opportunity to be considered for the task order.

17. AFARS 5116.5 - MULTIPLE AWARD TASK ORDER CONTRACTS

AFARS 5116.5 which requires the proposals submitted in response to competition under Multiple Award Task Order (MATO) Contracts to be limited to no more than five pages, including attachments, will not be followed. The Principal Assistant Responsible for Contracting (PARC) has delegated to the Chiefs of the Contracting Offices the authority to approve deviations from the five-page limitation for MATO proposals submitted in response to competition under Environmental Remediation MATO Contracts. The deviation will be implemented by approved findings and determinations (D&Fs), which will be forwarded to the PARC within 5 days after approval.

This contracting tool requires the evaluation of multiple factors and subfactors in order to determine which contractor will provide the best value to the Government on a task order by task order basis, including evaluation of the insurance policy. The factors and subfactors, as stated in Paragraph 16.2, will be determined on a task order by task order basis as the requirements and scope of services will drive what the contractor will need to provide in their proposal for evaluation purposes.

18. SECURITY CONTRACT LANGUAGE FOR ALL UNCLASSIFIED CONTRACTS.

All Contractor employees (U.S. citizens and Non- U.S. citizens) working under this contract *(to include grants, cooperative agreements and task orders)* who require access to Automated Information Systems (AIS), (stand alone computers, network computers/systems, e-mail) shall, at a minimum, be designated into an ADP-III position (non-sensitive) in accordance with DoD 5220-22-R, Industrial Security Regulation. The investigative requirements for an ADP-III position are a favorable National Agency Check (NAC), SF-85P, Public Trust Position.

Proof of a favorable NAC shall be submitted to USACE, Omaha District Security Officer, ATTN: CENWO-SL, 106 S. 15th St, Omaha, NE 68102-1618, within three (3) working days after award of any contract or task order, and shall be submitted prior to the individual being permitted access to an AIS.

a. Contractors who have a commercial or government entity (CAGE) Code and Facility Security Clearance should submit forms through their Facility Security Office, who shall forward results of the NAC to the Omaha District Security Officer (address above).

b. For those contractors who do not have a CAGE Code or Facility Security Clearance, the SF 85P and 2 copies of the SF 87 (Fingerprint Cards) shall be completed and

submitted to the Omaha District Security Officer (address above.) These must be mailed or hand-delivered, as original signatures are required. Fingerprint cards are available upon request and may be taken to any local law enforcement center for completion. For those in the Omaha area, fingerprint cards may be completed by contacting the Omaha District Human Resources Office, (402) 221-4072.

In accordance with Engineering Regulation, ER 380-1-18, Section 4, foreign nationals who work on Corps of Engineers' contracts or task orders shall be approved by the HQUSACE Foreign Disclosure Officer or higher before beginning work on the contract/task order. This regulation includes subcontractor employees. (NOTE: exceptions to the above requirement include foreign nationals who perform janitorial and/or ground maintenance services.) The contractor shall submit to the Division/District Contract Office, the names of all foreign nationals proposed for performance under this contract/task order, along with documentation to verify that he/she was legally admitted into the United States and has authority to work and/or go to school in the US. Such documentation may include a US passport, Certificate of US citizenship (INS Form N-560 or N-561), Certificate of Naturalization (INS Form N-550 or N-570), foreign passport with I-551 stamp or attached INS Form I-94 indicating employment authorization, Alien Registration Receipt Card with photograph (INS Form I-151 or I-551), Temporary Resident Card (INS Form I-688), Employment Authorization Card (INS Form I-688A), Reentry Permit (INS Form I-327), Refugee Travel Document (INS Form I-571), Employment Authorization Document issued by the INS which contains a photograph (INS Form I-688B).

Classified contracts require the issuance of a DD Form 254 (Department of Defense Contract Security Classification Specification).

A Copy of the SF-85P is included after Section J.

(End of Provision)

(End of Section H)

Section I – Contract Clauses

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

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

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

(End of clause)

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

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

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

(End of clause)

52.202-1 – Definitions (Dec 2001)

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

(a) Definitions. As used in this clause-

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

(i) Attempting to obtain;

(ii) Obtaining; or

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

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

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

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

(1) In a management or supervisory capacity on any DoD contract or first-tier subcontract;

(2) On the board of directors of any DoD contractor or first-tier subcontractor;

(3) As a consultant, agent, or representative for any DoD contractor or first-tier subcontractor; or

(4) In any other capacity with the authority to influence, advise, or control the decisions of any DoD contractor or subcontractor with regard to any DoD contract or first-tier subcontract.

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

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

(1) Employing a person under a prohibition specified in paragraph (b) of this clause; or

(2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor.

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

(1) Suspension or debarment;

(2) Cancellation of the contract at no cost to the Government; or

(3) Termination of the contract for default.

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

(1) The person involved;

(2) The nature of the conviction and resultant sentence or punishment imposed;

(3) The reasons for the requested waiver; and

(4) An explanation of why a waiver is in the interest of national security.

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

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

(End of clause)

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

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

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

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

(End of clause)

52.203-3 – Gratuities (Apr 1984)

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

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

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

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

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

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

252.204-7000 – Disclosure of Information (Dec 1991)

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

(1) The Contracting Officer has given prior written approval; or

(2) The information is otherwise in the public domain before the date of release.

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

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

(End of clause)

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

(a) Definitions. As used in this clause-

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

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

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

(End of clause)

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

(a) Definitions. As used in this provision-

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

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

(3) "Significant interest" means-

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

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

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

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

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

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

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

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

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

(End of provision)

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

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

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

(End of clause)

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

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

252.215-7000 – Pricing Adjustments (Dec 1991)

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

(End of clause)

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

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

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

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

52.216-18 – Ordering (Oct 1995)

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

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

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

(End of Clause)

52.216-19 – Order Limitations (Oct 1995)

52.216-22 – Indefinite Quantity (Oct 1995)

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

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

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

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

(End of Clause)

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

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

(End of Clause)

52.217-9 – Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days of expiration of the base period provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of Clause)

52.219-6 - Notice of Total Small Business Set-Aside (Jul 1996)

52.222-3 – Convict Labor (Aug 1996)

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

52.222-6 – Davis-Bacon Act (Feb 1995)

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

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

52.222-15 – Certification of Eligibility (Feb 1988)

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

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

52.222-26 – Equal Opportunity (Apr 2002)

52.222-30 Davis-Bacon Act -- Price Adjustment (None or Separately Specified Method) (Dec 2001)

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

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

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

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

52.222-43 – Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (May 1989)

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

(a) Definitions.

(1) "Employee in a sensitive position," as used in this clause, means an employee who has been granted access to classified information; or employees in other positions that the Contractor determines involve national security, health or safety, or functions other than the foregoing requiring a high degree of trust and confidence.

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

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

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

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

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

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

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

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

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

(A) When there is a reasonable suspicion that an employee uses illegal drugs; or

(B) When an employee has been involved in an accident or unsafe practice;

(C) As part of or as a follow-up to counseling or rehabilitation for illegal drug use;

(D) As part of a voluntary employee drug testing program.

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

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

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

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

(End of Clause)

252.223-7006 – Prohibition on Storage and Disposal of Toxic and Hazardous Materials - Alternate I (Nov 1995)

(a) Definitions. As used in this clause-

(1) "Storage" means a non-transitory, semi-permanent or permanent holding, placement, or leaving of material. It does not include a temporary accumulation of a limited quantity of a material used in or a waste generated or resulting from authorized activities, such as servicing, maintenance, or repair of Department of Defense (DoD) items, equipment, or facilities.

(2) "Toxic or hazardous materials" means:

(i) Materials referred to in section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980 (42 U.S.C. 9601(14)) and materials designated under section 102 of CERCLA (42 U.S.C. 9602) (40 CFR Part 302);

(ii) Materials that are of an explosive, flammable, or pyrotechnic nature; or

(iii) Materials otherwise identified by the Secretary of Defense as specified in DoD regulations.

(b) In accordance with 10 U.S.C. 2692, the Contractor is prohibited from storing or disposing of non-DoD-owned toxic or hazardous materials on a DoD installation, except to the extent authorized by a statutory exception to 10 U.S.C. 2692 or as authorized by the Secretary of Defense or his designee.

(c) With respect to treatment or disposal authorized pursuant to 10 U.S.C. 2692(b)(9), and notwithstanding any other provision of the contract, the Contractor assumes all financial and environmental responsibility and liability resulting from any treatment or disposal of non-DoD-owned toxic or hazardous materials on a military installation. The Contractor shall indemnify, defend, and hold the Government harmless for all costs, liability, or penalties resulting from the Contractor's treatment or disposal of non-DoD-owned toxic or hazardous materials on a military installation.

(d) The Contractor shall include this clause, including this paragraph (d), in each subcontract which requires, may require, or permits a subcontractor to treat or dispose of non-DoD-owned toxic or hazardous materials as defined in this clause.

(End of clause)

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

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

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

52.223-10 – Waste Reduction Program (Aug 2000)

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

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

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

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

(c) Certifications.

(1) The Offeror certifies that-

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

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

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

Qualifying Country End Products	Line Item Number	Country of Origin

(List only qualifying country end products.)

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

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

(End of provision)

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

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

(b) Prohibition on award. Section 8120 of the Department of Defense Appropriations Act for fiscal year 1999 (Pub. L. 105-262), as amended by Section 144 of Title I, Division C, of the Omnibus Consolidated and Emergency Supplemental Appropriations Act, 1999 (Pub. L. 105-277), prohibits the award of a contract under this solicitation to any company in which the Director of Defense Procurement (Office of the Under Secretary of Defense (Acquisition, Technology, and Logistics)) has determined that the People's Republic of China or the People's Liberation Army of the People's Republic of China owns more than 50 percent interest.

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

(End of provision)

252.225-7021 – Trade Agreements (Oct 2002)

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

(1) "Caribbean Basin country" means-

Antigua and Barbuda	El Salvador	Nicaragua
Aruba	Grenada	St. Kitts-Nevis
Bahamas	Guatemala	St. Lucia
Barbados	Guyana	St. Vincent and the Grenadines
Belize	Haiti	Trinidad and Tobago
British Virgin Islands	Honduras	
Costa Rica	Jamaica	
Dominica	Montserrat	
	Netherlands Antilles	

(2) "Caribbean Basin country end product"-

(i) Means an article that-

(A) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(B) In the case of an article that consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in a Caribbean Basin country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was so transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself; and

(ii) Excludes products, other than petroleum and any product derived from petroleum, that are not granted duty-free treatment under the Caribbean Basin Economic Recovery Act (19 U.S.C. 2703(b)). These exclusions presently consist of-

(A) Textiles, apparel articles, footwear, handbags, luggage, flat goods, work gloves, leather wearing apparel, and handloomed, handmade, or folklore

articles that are not granted duty-free status in the Harmonized Tariff Schedule of the United States (HTSUS);

(B) Tuna, prepared or preserved in any manner in airtight containers; and

(C) Watches and watch parts (including cases, bracelets, and straps) of whatever type, including, but not limited to, mechanical, quartz digital, or quartz analog, if such watches or watch parts contain any material that is the product of any country to which the HTSUS column 2 rates of duty (HTSUS General Note 3(b)) apply.

(3) "Components" means those articles, materials, and supplies directly incorporated into end products.

(4) "Designated country" means-

Aruba
Austria
Bangladesh
Belgium
Benin
Bhutan
Botswana
Burkina Faso
Burundi
Canada
Cape Verde
Central African Republic
Chad
Comoros
Denmark
Djibouti
Equatorial Guinea
Finland
France
Gambia
Germany
Greece
Guinea
Guinea-Bissau
Haiti
Hong Kong
Iceland
Ireland
Israel
Italy
Japan
Kiribati
Lesotho
Liechtenstein
Luxembourg
Malawi
Maldives
Mali
Mozambique
Nepal
Netherlands
Niger
Norway
Portugal
Republic of Korea
Rwanda
Sao Tome and Principe
Sierra Leone
Singapore
Somalia
Spain
Sweden
Switzerland
Tanzania U.R.
Togo
Tuvalu
Uganda
United Kingdom
Vanuatu
Western Samoa
Yemen

(5) "Designated country end product" means an article that-

(i) Is wholly the growth, product, or manufacture of the designated country; or

(ii) In the case of an article that consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in a designated country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was so transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.

(6) "End product" means those articles, materials, and supplies to be acquired for public use under the contract. For this contract, the end products are the line items to be delivered to the Government (including supplies to be acquired by the Government for public use in connection with service contracts, but excluding installation and other services to be performed after delivery).

(7) "NAFTA country end product" means an article that-

(i) Is wholly the growth, product, or manufacture of the NAFTA country; or

(ii) In the case of an article that consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in a NAFTA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was so transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.

(8) "Nondesignated country end product" means any end product that is not a U.S. made end product or a designated country end product.

(9) "North American Free Trade Agreement (NAFTA) country" means Canada or Mexico.

(10) "Qualifying country" means any country set forth in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement.

(11) "Qualifying country end product" means-

(i) An unmanufactured end product mined or produced in a qualifying country; or

(ii) An end product manufactured in a qualifying country if the cost of the components mined, produced, or manufactured in the qualifying country and its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components.

(12) "United States" means the United States, its possessions, Puerto Rico, and any other place subject to its jurisdiction, but does not include leased bases or trust territories.

(13) "U.S. made end product" means an article that-

(i) Is wholly the growth, product, or manufacture of the United States; or

(ii) In the case of an article that consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in the United States into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was so transformed.

(b) Unless otherwise specified, the Trade Agreements Act of 1979 (19 U.S.C. 2501, et seq.), the North American Free Trade Agreement Implementation Act of 1993 (19 US.C. 3301 note), and the Caribbean Basin Initiative apply to all items in the Schedule.

(c)

(1) The Contractor agrees to deliver under this contract only U.S. made, qualifying country, designated country, Caribbean Basin country or NAFTA country end products unless, in its offer, it specified delivery of other nondesignated country end products in the Trade Agreements Certificate provision of the solicitation.

(2) The Contractor may not supply a nondesignated country end product other than a qualifying country end product, a Caribbean Basin country end product, or a NAFTA country end product, unless-

(i) The Contracting Officer has determined that offers of U.S. made end products or qualifying, designated, Caribbean Basin, or NAFTA country end products from responsive, responsible offerors are either not received or are insufficient to fill the Government's requirements; or

(ii) A national interest waiver has been granted under section 302 of the Trade Agreements Act of 1979.

(d) The offered price of end products listed in paragraph (c)(2) of the Trade Agreements Certificate provision of the solicitation must include all applicable duty, whether or not a duty-free entry certificate will be granted. The offered price of qualifying country, designated country, Caribbean Basin country, or NAFTA country end products, for line items subject to the Trade Agreements Act or the North American Free Trade Agreement Implementation Act, should not include custom fees or duty. The offered price of U.S. made end products should not include duty for qualifying country components.

(e) The HTSUS is available on the Internet at http://www.customs.ustreas.gov/impoexpo/impoexpo.htm. The following sections of the HTSUS provide information regarding duty-free status of articles specified in paragraph (a)(2)(ii)(A) of this clause:

(1) General Note 3(c), Products Eligible for Special Tariff Treatment.

(2) General Note 17, Products of Countries Designated as Beneficiary Countries Under the United States--Caribbean Basin Trade Partnership Act of 2000.

(3) Section XXII, Chapter 98, Subchapter II, Articles Exported and Returned, Advanced or Improved Abroad, U.S. Note 7(b).

(4) Section XXII, Chapter 98, Subchapter XX, Goods Eligible for Special Tariff Benefits Under the United States--Caribbean Basin Trade Partnership Act.

(End of clause)

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

(a) Definitions. As used in this clause-

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

(2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign

subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

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

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

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

(End of clause)

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

52.226-1 – Utilization of Indian Organizations and Indian-Owned Economic Enterprises (Jun 2000)

252.227-7000 – Non-Estoppel (Oct 1966)

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

(End of clause)

252.227-7002 – Readjustment of Payments (Oct 1966)

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

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

(End of clause)

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

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

(b) Definitions. As used in this clause:

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

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

(3) "Computer software" means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

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

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

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

(c) License rights.

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

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

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

(End of clause)

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

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

(End of clause)

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

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

(End of clause)

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

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

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

(End of clause)

52.227-1 – Authorization and Consent (Jul 1995)

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

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

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

52.228-11 -- Pledges of Assets (Feb 1992)

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

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

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

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

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

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

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

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

(End of Clause)

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

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

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

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

52.230-2 – Cost Accounting Standards (Apr 1998)

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

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

252.231-7000 – Supplemental Cost Principles (Dec 1991)

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

(End of clause)

252.232-7003 - Electronic Submission of Payment Requests (Mar 2003)

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

(1) "Contract financing payment" and "invoice payment" have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) "Electronic form" means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms.

(3) "Payment request" means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

(1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at https://rmb.ogden.disa.mil.

(2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at https://ecweb.dfas.mil.

(3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.

(i) Information regarding EDI formats is available on the Internet at http://www.X12.org.

(ii) EDI implementation guides are available on the Internet at http://www.dfas.mil/ecedi.

(4) Another electronic form authorized by the Contracting Officer.

(c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, and the payment office.

(d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(End of clause)

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

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

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

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

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

(b) For a fixed price type contract, advance payments made to a protege firm shall be paid and administered as if they were 100 percent progress payments. The Contractor shall include as a separate attachment with each Standard Form (SF) 1443, Contractor's Request for Progress Payment, a request

for reimbursement of advance payments made to a protege firm. The attachment shall provide a separate calculation of lines 14a through 14e of SF 1443 for each protege, reflecting the status of advance payments made to that protege.

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

(End of clause)

52.232-1 – Payments (Apr 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if --

(a) The amount due on the deliveries warrants it; or

(b) The Contractor requests it and the amount due on the deliveries is at least $1,000 or 50 percent of the total contract price.

(End of Clause)

52.232-8 – Discounts for Prompt Payment (May 1997)

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

52.232-11 – Extras (Apr 1984)

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.

(End of Provision)

52.232-17 – Interest (Jun 1996)

52.232-23 – Assignment of Claims (Jan 1986)

52.232-25 -- Prompt Payment (Feb 2002)

52.232-32 -- Performance-Based Payments (Feb 2002)

(a) Amount of payments and limitations on payments. Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) Contractor request for performance-based payment. The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) Approval and payment of requests.

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the 30th day after receipt of the request for performance-based payment. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments.

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) Reduction or suspension of performance-based payments. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction

from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's --

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title.

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination or special tooling clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for

performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not --

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is damaged, lost, stolen, or destroyed, the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) Records and controls. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) Reports and Government access. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) Special terms regarding default. If this contract is terminated under the Default clause,

(1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and

(2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) Reservation of rights.

(1) No payment or vesting of title under this clause shall --

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause --

(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) Content of Contractor's request for performance-based payment. The Contractor's request for performance-based payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for performance-based payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made;

(4) Such information and documentation as is required by the contract's description of the basis for payment; and

(5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) Content of Contractor's certification. As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that --

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on _____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of Clause)

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

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

52.233-3 – Protest After Award (Aug 1996)

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

52.237-3 – Continuity of Services (Jan 1991)

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

52.242-13 – Bankruptcy (Jul 1995)

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

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Description of services to be performed.

(2) Time of performance (*i.e.*, hours of the day, days of the week, etc.).

(3) Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of clause)

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

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

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

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

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

(c)

(1) The following clauses shall be flowed down to subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C.637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $500,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

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

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

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

(End of Clause)

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

(a) The Contractor shall provide an annual report-

(1) For all DoD property for which the Contractor is accountable under the contract;

(2) Prepared in accordance with the requirements of DD Form 1662, DoD Property in the Custody of Contractors, or approved substitute, including instructions on the reverse side of the form;

(3) In duplicate, to the cognizant Government property administrator, no later than October 31.

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

(End of clause)

52.245-1 – Property Records (Apr 1984)

52.245-2 – Government Property (Fixed-Price Contracts) (Dec 1989)

52.245-4 – Government-Furnished Property (Short Form) (Apr 1984)

52.246-20 – Warranty of Services (Mar 2001)

(a) Definition.

"Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within 5-years from the date of acceptance by the Government. This notice shall state either --

(1) That the Contractor shall correct or reperform any defective or nonconforming services; or

(2) That the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

(End of Clause)

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

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

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

52.253-1 – Computer Generated Forms (Jan 1991)

(End of Section I)

Section J – List of Attachments

NOTE: THE OFFEROR MUST HAVE ALL THE INFORMATION WITHIN THEIR PROPOSAL AS SHOWN IN THE ATTACHMENTS BELOW AND SPECIFIED IN SECTION L OF THE RFP. THE PREVIOUS EXPERIENCE FORMS MAY BE RETYPED/REFORMATTED TO FIT THE OFFEROR'S PROPOSAL AS NECESSARY, BUT ALL INFORMATION SHALL BE PROVIDED AT THE VERY MINIMUM (WITHIN THE PAGE LIMITS AND FONT REQUIREMENTS SPECIFIED IN SECTION L OF THIS RFP). THE OWNER/CLIENT PAST PERFORMANCE SURVEY SHALL CONTAIN ALL THE INFORMATION PROVIDED AND BE IN THE SAME ORDER AS SHOWN, BUT MAY BE RETYPED TO FIT THE OFFEROR'S PROPOSAL (WITHIN THE PAGE LIMITS AND FONT REQUIREMENTS SPECIFIED IN SECTION L OF THIS RFP).

List of attachments:

1. Firm Fixed-Price Sample Project
2. Labor Rates (***For this Sample Project ONLY***)
   Service Contract Act Rates
   Davis-Bacon Wage Rates
3. Previous Experience Form
4. Owner/Client Past Performance Survey
5. Certificate of Current Cost or Pricing Data (For use in follow-on Task Orders)
6. Lobbying Certificate - Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (For use in follow-on Task Orders)
7. SF-85P

SAMPLE PROJECT

SAMPLE PROJECT SCOPE OF WORK

1 Introduction

1.1 General. This sample project to be used to generate a cost estimate for the purposes of evaluation of cost reasonableness and the affordability of each Offeror over the life of the Contract – it is representative some of the possible work that may be performed under this Contract. The sample project will address remedial action for soils for a contaminated site that the Omaha District Corps of Engineers is requested to address. The Government will evaluate the sample project proposal as described in Section M of the RFP.

1.2 Firm Fixed Price. The Contractor shall assume that a firm fixed price delivery order will be utilized to perform the task described within this Scope of Work. The project plans shall address the Contractor's management capability and approach as well as any subcontracting requirements and interface with the prime Contractor. The information submitted in response to this solicitation should be used to respond to this sample Scope of Work. The contract requirements stipulated within Section C of this package should also be taken into consideration when preparing a response to this sample project.

2 Location

The Contractor shall assume that the fictitious site described for this project is located within the state of Nebraska, 25 miles east of North Platte, in a rural setting. The site is an inactive ammunition plant.

3 Site History

The site was used to manufacture munitions by various Department of Defense entities during its operating history, which lasted from 1940 through 1972. The size of the facility is approximately 40,000 acres. The facility has been declared excess and will ultimately be sold. The future use of this site will be a nature area and wildlife preserve.

The site of concern is comprised of a single area that has been sampled and analyzed for volatile organic compounds (VOC's), explosives, and metals. The area that has been characterized was an open burn pit area. The unlined pit was used to destroy off-spec propellants. Contaminants that have been detected at the site include DNT and TCE. These contaminants have been detected both within the soils, as well as within the groundwater beneath the pit area and down gradient of the area. The groundwater plume has been addressed under previous interim actions.

This problem focuses on the contaminated soil/source area. The highest soil concentration of DNT is 9000 ppm occurs from 25 to 40 ft below ground surface (bgs), and within the 100 ft diameter of the disposal pit. Contaminant levels decrease to 5 ppm at the groundwater interface, which is 90 ft deep. TCE concentrations range from 25 ppm at 40 ft bgs to 1 ppm at 80 ft bgs.

4 Site Conditions

Physical Setting and Climate. The site is located approximately 5500 feet above mean sea level. The topography of the site is relatively flat. The site experiences extremes in temperature, with summertime temperatures reaching in excess of 100°F and winter temperatures falling below –10°F. The average annual temperature is 48°F. The average annual precipitation in this semi-arid climate is 30.9 inches.

5 Deliverables

The contractor will prepare the cost estimate for the preparation and approval of the site decision document following CERCLA guidance. The estimate will also include the cost to implement the selected remedy.

6 Sample Project Cost Proposal. The Offeror should submit any assumptions used when preparing the performance-based cost proposal in order to explain how the Offeror's technical approach will be implemented and how it will reach the milestones that were developed for the sample project.

The Offeror is instructed to develop its best and most reasonable/acceptable solution to the sample problem in order to achieve all milestones required. The Offeror is to assume the work will start one month from the closing date of this solicitation. The Government will evaluate the assumptions, the technical approach, the time to complete each milestone, the cost to complete each milestone, and the overall cost to complete the sample project. Even though the technical description of the Sample Project is abbreviated, the cost proposal should address the full work effort. This estimate shall be limited to ten (10) pages. *Bonding Costs will not be required for this sample project.* ***Cost Containment Insurance will be required for the Contract and the cost is fixed at $725,000.00 and will be added to the total cost of the project as a separate line item in the cost proposal.*** Any contingencies should be included in the estimate and should be explained in the assumptions. The Wage Determinations (Service Contract Act and Davis-Bacon) can be found in this Section J of this RFP.

It is the Government's intent to have performance-based scopes of work for all projects. Therefore the Offeror should be able to prepare a performance-based cost proposal based off the sample project.

The Offeror should also use the rates provided in Section B along with the projected hours for each discipline. .

WAGE RATES

SERVICE CONTRACT ACT

WAGE DETERMINATION NO: 94-2323 REV (19) AREA: NE,GRAND ISLAND

WAGE DETERMINATION NO: 94-2323 REV (19) AREA: NE,GRAND ISLAND
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.: 1994-2323
William W.Gross Division of | Revision No.: 19
Director Wage Determinations | Date Of Last Revision: 06/07/2002

State: **Nebraska**
Area: **Nebraska** Counties of Adams, Antelope, Arthur, Blaine, Boone, Boyd, Brown, Buffalo, Chase, Cherry, Clay, Custer, Dawson, Dundy, Fillmore, Franklin, Frontier, Furnas, Garfield, Gosper, Grant, Greeley, Hall, Hamilton, Harlan, Hayes, Hitchcock, Holt, Hooker, Howard, Jefferson, Kearney, Keith, Keya Paha, Knox, **Lincoln,** Logan, Loup, McPherson, Merrick, Nance, Nuckolls, Perkins, Phelps, Platte, Polk, Red Willow, Rock, Saline, Seward, Sherman, Thayer, Thomas, Valley, Webster, Wheeler, York

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	8.29
Accounting Clerk II	10.12
Accounting Clerk III	13.55
Accounting Clerk IV	15.03
Court Reporter	10.13
Dispatcher, Motor Vehicle	11.65
Document Preparation Clerk	9.66
Duplicating Machine Operator	9.66
Film/Tape Librarian	9.24
General Clerk I	6.76
General Clerk II	8.48
General Clerk III	10.27
General Clerk IV	10.86
Housing Referral Assistant	11.31
Key Entry Operator I	8.58

Key Entry Operator II	12.29
Messenger (Courier)	7.32
Order Clerk I	7.32
Order Clerk II	8.93
Personnel Assistant (Employment) I	9.21
Personnel Assistant (Employment) II	10.33
Personnel Assistant (Employment) III	11.32
Personnel Assistant (Employment) IV	12.64
Production Control Clerk	12.25
Rental Clerk	8.40
Scheduler, Maintenance	9.24
Secretary I	9.24
Secretary II	10.13
Secretary III	11.31
Secretary IV	12.56
Secretary V	13.90
Service Order Dispatcher	10.63
Stenographer I	8.24
Stenographer II	9.24
Supply Technician	12.56
Survey Worker (Interviewer)	10.43
Switchboard Operator-Receptionist	9.17
Test Examiner	10.13
Test Proctor	10.13
Travel Clerk I	9.47
Travel Clerk II	10.06
Travel Clerk III	10.68
Word Processor I	7.70
Word Processor II	9.26
Word Processor III	10.29
Automatic Data Processing Occupations	
Computer Data Librarian	9.63
Computer Operator I	9.99
Computer Operator II	11.17
Computer Operator III	12.46
Computer Operator IV	13.84
Computer Operator V	15.32
Computer Programmer I (1)	12.46
Computer Programmer II (1)	14.32
Computer Programmer III (1)	20.04
Computer Programmer IV (1)	23.19
Computer Systems Analyst I (1)	16.73
Computer Systems Analyst II (1)	19.54
Computer Systems Analyst III (1)	22.99
Peripheral Equipment Operator	11.04
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	17.13
Automotive Glass Installer	12.67
Automotive Worker	12.67
Electrician, Automotive	13.09
Mobile Equipment Servicer	11.81
Motor Equipment Metal Mechanic	13.54
Motor Equipment Metal Worker	12.67

Motor Vehicle Mechanic	13.56
Motor Vehicle Mechanic Helper	11.99
Motor Vehicle Upholstery Worker	12.23
Motor Vehicle Wrecker	12.67
Painter, Automotive	13.09
Radiator Repair Specialist	12.67
Tire Repairer	11.41
Transmission Repair Specialist	13.54
Food Preparation and Service Occupations	
Baker	10.86
Cook I	10.12
Cook II	10.86
Dishwasher	7.86
Food Service Worker	7.86
Meat Cutter	10.86
Waiter/Waitress	8.44
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	13.09
Furniture Handler	10.39
Furniture Refinisher	14.40
Furniture Refinisher Helper	11.92
Furniture Repairer, Minor	13.46
Upholsterer	14.40
General Services and Support Occupations	
Cleaner, Vehicles	8.12
Elevator Operator	7.86
Gardener	10.12
House Keeping Aid I	7.28
House Keeping Aid II	7.86
Janitor	7.86
Laborer, Grounds Maintenance	8.44
Maid or Houseman	7.28
Pest Controller	10.48
Refuse Collector	8.62
Tractor Operator	9.40
Window Cleaner	8.44
Health Occupations	
Dental Assistant	10.93
Emergency Medical Technician (EMT)/Paramedic/ Ambulance Driver	10.93
Licensed Practical Nurse I	9.94
Licensed Practical Nurse II	11.17
Licensed Practical Nurse III	12.49
Medical Assistant	10.59
Medical Laboratory Technician	12.36
Medical Record Clerk	10.75
Medical Record Technician	14.89
Nursing Assistant I	7.97
Nursing Assistant II	8.96
Nursing Assistant III	9.78
Nursing Assistant IV	10.97
Pharmacy Technician	12.19
Phlebotomist	11.17

Registered Nurse I	15.30
Registered Nurse II	18.72
Registered Nurse II, Specialist	18.72
Registered Nurse III	22.66
Registered Nurse III, Anesthetist	22.66
Registered Nurse IV	27.14
Information and Arts Occupations	
Audiovisual Librarian	13.78
Exhibits Specialist I	12.09
Exhibits Specialist II	15.27
Exhibits Specialist III	18.36
Illustrator I	11.63
Illustrator II	14.69
Illustrator III	17.66
Librarian	13.90
Library Technician	11.06
Photographer I	11.95
Photographer II	13.03
Photographer III	16.45
Photographer IV	19.78
Photographer V	21.05
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	7.48
Counter Attendant	7.48
Dry Cleaner	8.54
Finisher, Flatwork, Machine	7.48
Presser, Hand	7.48
Presser, Machine, Drycleaning	7.48
Presser, Machine, Shirts	7.48
Presser, Machine, Wearing Apparel, Laundry	7.48
Sewing Machine Operator	9.07
Tailor	9.63
Washer, Machine	8.10
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	14.40
Tool and Die Maker	16.82
Material Handling and Packing Occupations	
Forklift Operator	11.65
Fuel Distribution System Operator	12.69
Material Coordinator	14.22
Material Expediter	14.22
Material Handling Laborer	10.35
Order Filler	10.74
Production Line Worker (Food Processing)	11.92
Shipping Packer	11.15
Shipping/Receiving Clerk	10.86
Stock Clerk (Shelf Stocker; Store Worker II)	11.76
Store Worker I	9.34
Tools and Parts Attendant	11.92
Warehouse Specialist	11.92
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	14.89
Aircraft Mechanic Helper	11.92

Aircraft Quality Control Inspector	15.37
Aircraft Servicer	13.45
Aircraft Worker	13.94
Appliance Mechanic	15.05
Bicycle Repairer	11.41
Cable Splicer	15.57
Carpenter, Maintenance	13.16
Carpet Layer	13.94
Electrician, Maintenance	16.63
Electronics Technician, Maintenance I	16.03
Electronics Technician, Maintenance II	21.91
Electronics Technician, Maintenance III	22.01
Fabric Worker	13.45
Fire Alarm System Mechanic	14.89
Fire Extinguisher Repairer	12.69
Fuel Distribution System Mechanic	14.89
General Maintenance Worker	12.98
Heating, Refrigeration and Air Conditioning Mechanic	14.96
Heavy Equipment Mechanic	14.89
Heavy Equipment Operator	14.21
Instrument Mechanic	14.89
Laborer	9.87
Locksmith	14.40
Machinery Maintenance Mechanic	14.89
Machinist, Maintenance	14.89
Maintenance Trades Helper	11.99
Millwright	14.89
Office Appliance Repairer	15.05
Painter, Aircraft	13.68
Painter, Maintenance	13.09
Pipefitter, Maintenance	15.57
Plumber, Maintenance	15.05
Pneudraulic Systems Mechanic	14.89
Rigger	14.89
Scale Mechanic	13.94
Sheet-Metal Worker, Maintenance	13.54
Small Engine Mechanic	12.67
Telecommunication Mechanic I	15.76
Telecommunication Mechanic II	16.32
Telephone Lineman	15.35
Welder, Combination, Maintenance	13.54
Well Driller	14.89
Woodcraft Worker	14.89
Woodworker	12.69
Miscellaneous Occupations	
Animal Caretaker	10.36
Carnival Equipment Operator	10.08
Carnival Equipment Repairer	10.64
Carnival Worker	8.26
Cashier	6.85
Desk Clerk	8.39
Embalmer	17.93
Lifeguard	9.42

Mortician	17.93
Park Attendant (Aide)	11.84
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8.23
Recreation Specialist	11.97
Recycling Worker	10.59
Sales Clerk	8.78
School Crossing Guard (Crosswalk Attendant)	7.86
Sport Official	8.46
Survey Party Chief (Chief of Party)	17.82
Surveying Aide	9.62
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	11.84
Swimming Pool Operator	10.86
Vending Machine Attendant	9.56
Vending Machine Repairer	10.86
Vending Machine Repairer Helper	9.59
Personal Needs Occupations	
Child Care Attendant	8.63
Child Care Center Clerk	10.47
Chore Aid	8.01
Homemaker	13.17
Plant and System Operation Occupations	
Boiler Tender	15.09
Sewage Plant Operator	13.09
Stationary Engineer	15.09
Ventilation Equipment Tender	11.82
Water Treatment Plant Operator	14.40
Protective Service Occupations	
Alarm Monitor	12.92
Corrections Officer	14.42
Court Security Officer	15.21
Detention Officer	14.42
Firefighter	14.52
Guard I	11.54
Guard II	12.92
Police Officer	17.54
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	13.94
Hatch Tender	13.94
Line Handler	13.94
Stevedore I	12.23
Stevedore II	13.09
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	11.09
Archeological Technician II	13.60
Archeological Technician III	16.84
Cartographic Technician	16.84
Civil Engineering Technician	16.14
Computer Based Training (CBT) Specialist/ Instructor	15.14
Drafter I	8.73
Drafter II	11.09

Drafter III	13.98
Drafter IV	16.84
Engineering Technician I	8.80
Engineering Technician II	12.56
Engineering Technician III	14.09
Engineering Technician IV	16.98
Engineering Technician V	18.05
Engineering Technician VI	20.03
Environmental Technician	16.84
Flight Simulator/Instructor (Pilot)	19.54
Graphic Artist	13.23
Instructor	18.44
Laboratory Technician	13.10
Mathematical Technician	16.84
Paralegal/Legal Assistant I	10.13
Paralegal/Legal Assistant II	11.31
Paralegal/Legal Assistant III	12.56
Paralegal/Legal Assistant IV	13.90
Photooptics Technician	17.61
Technical Writer	18.33
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)	12.39
Weather Observer, Senior (3)	13.76
Weather Observer, Upper Air (3)	12.39
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	13.35
Parking and Lot Attendant	8.88
Shuttle Bus Driver	12.27
Taxi Driver	9.58
Truckdriver, Heavy Truck	13.77
Truckdriver, Light Truck	11.55
Truckdriver, Medium Truck	11.98
Truckdriver, Tractor-Trailer	13.77

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: 1 week paid vacation after 1 year of service with a contractor or successor; 2 weeks after 2 years; and 3 weeks after 10 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges. A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **
If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance: The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

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

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

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

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

6) The contractor informs the affected employees.

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

DAVIS-BACON WAGE RATES

General Decision Number **NE020002**
Superseded General Decision No. NE010002
State: Nebraska
Construction Type:
HEAVY
HIGHWAY
County(ies):

ADAMS	FURNAS	NANCE
ANTELOPE	GAGE	NEMAHA
ARTHUR	GARDEN	NUCKOLLS
BANNER	GARFIELD	OTOE
BLAINE	GOSPER	PAWNEE
BOONE	GRANT	PERKINS
BOX BUTTE	GREELEY	PHELPS
BOYD	HALL	PIERCE
BROWN	HAMILTON	PLATTE
BUFFALO	HARLAN	POLK
BURT	HAYES	RED WILLOW
BUTLER	HITCHCOCK	RICHARDSON
CEDAR	HOLT	ROCK
CHASE	HOOKER	SALINE
CHERRY	HOWARD	SAUNDERS
CHEYENNE	JEFFERSON	SCOTTS BLUFF
CLAY	JOHNSON	SEWARD
COLFAX	KEARNEY	SHERIDAN
CUMING	KEITH	SHERMAN
CUSTER	KEYA PAHA	SIOUX
DAKOTA	KIMBALL	STANTON
DAWES	KNOX	THAYER
DAWSON	LANCASTER	THOMAS
DEUEL	LINCOLN	THURSTON
DIXON	LOGAN	VALLEY
DODGE	LOUP	WAYNE
DUNDY	MADISON	WEBSTER
FILLMORE	MCPHERSON	WHEELER
FRANKLIN	MERRICK	YORK
FRONTIER	MORRILL	

HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects, and railroad construction; bascule, suspension & spandrel arch bridges; bridges designed for commercial navigation; bridges involving

marine construction; other major bridges) SAUNDERS COUNTY (WEST OF HWY. #109 EXTENDED NORTH AND SOUTH TO THE COUNTY LINE)

Modification Number	Publication Date
0	03/01/2002

COUNTY(ies):

ADAMS	FURNAS	NANCE
ANTELOPE	GAGE	NEMAHA
ARTHUR	GARDEN	NUCKOLLS
BANNER	GARFIELD	OTOE
BLAINE	GOSPER	PAWNEE
BOONE	GRANT	PERKINS
BOX BUTTE	GREELEY	PHELPS
BOYD	HALL	PIERCE
BROWN	HAMILTON	PLATTE
BUFFALO	HARLAN	POLK
BURT	HAYES	RED WILLOW
BUTLER	HITCHCOCK	RICHARDSON
CEDAR	HOLT	ROCK
CHASE	HOOKER	SALINE
CHERRY	HOWARD	SAUNDERS
CHEYENNE	JEFFERSON	SCOTTS BLUFF
CLAY	JOHNSON	SEWARD
COLFAX	KEARNEY	SHERIDAN
CUMING	KEITH	SHERMAN
CUSTER	KEYA PAHA	SIOUX
DAKOTA	KIMBALL	STANTON
DAWES	KNOX	THAYER
DAWSON	LANCASTER	THOMAS
DEUEL	LINCOLN	THURSTON
DIXON	LOGAN	VALLEY
DODGE	LOUP	WAYNE
DUNDY	MADISON	WEBSTER
FILLMORE	MCPHERSON	WHEELER
FRANKLIN	MERRICK	YORK
FRONTIER	MORRILL	

SUNE2002E 06/16/1999

	Rates	Fringes
CARPENTER	13.30	
CEMENT FINISHER	12.50	
ELECTRICIAN	11.90	
FLAGGER	7.60	
FORM SETTER	10.80	
LABORER	8.30	
MANHOLE BUILDER	10.20	
MECHANIC	12.95	
PAINTER	8.35	
PILE DRIVER LEADPERSON	8.35	
POWER EQUIPMENT OPERATORS:		
Asphalt distributor	9.65	
Asphalt paving machine	12.35	
Asphalt paving machine (screed)	10.45	

Asphalt roller, self-propelled	11.20
Backhoe excavator (track type)	12.55
Concrete finishing machine or slip form paver	12.80
Concrete saw operator	11.20
Concrete cure machine	9.20
Concrete texture machine	9.20
Bulldozer or push tractors:	
Less than 115 drawbar h.p.	11.60
115 drawbar h.p. and over	12.80
Material stockpiler	10.20
Motor grader (finisher)	13.15
Motor grader (rough)	10.90
Power broom operator	9.15
Roller or compactor, earthwork, self-propelled	10.05
Scraper	12.40
Traveling plant stabilization	11.60
Water tankers:	
Under 6000 gallons	9.65
6000 gallons and over	11.20
All purpose spreader	9.50
Clamshell, dragline, crane, pile driver/shovel	13.60
Dredge pump	9.50
Front end loaders:	
4 cu. yds. or less	11.40
Over 4 cu. yds.	12.10
Hydrohammer	9.60
Loader/backhoe (rubber-tired)	9.85
Power grader machine (trimmer & profiler)	12.80
Skid steer loader	9.50
Tractor (farm type)	9.50
Trenching machine	9.85
Stationary plant (base or stabilization)	11.75
Stationary plant (asphalt or concrete)	12.75
Crusher (including those with integral screening plant)	11.75
TRUCK DRIVERS:	
Single axle	8.40
Tandem axle	9.65
Semi-trailer or lowboy	10.85
Transit mix	9.65
WELDER	12.25

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)(v)).

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

SAMPLE PREVIOUS EXPERIENCE FORM (MAY BE MODIFIED AS NEEDED TO FIT PAGE COUNT BUT OFFEROR'S PROPOSAL SHALL CONTAIN AT A MINIMUM ALL INFORMATION BELOW)

SOLICITATION NO. DACA45-03-R-0028 **PROJECT NO.: _____**
FIXED PRICE REMEDIATION WITH INSURANCE – MARC ERS SB SET-ASIDE
PROJECT EXPERIENCE FORM

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

Name of Offeror: _____

Name of Project: _____

Location of Project: _____

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

Was the Project Firm-Fixed Price or Cost Reimbursable? _____

Was the offeror the prime contractor or subcontractor? _____

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

Did the project require insurance to cap costs to the customer or indemnify the Government (Y/N)_____ If yes, give a brief explanation of the requirements for this project.
_____
_____
_____

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

Contract Amount at Award: _____

Final Contract Amount: _____

Amount added by Modification: _____

Explanation of any Cost Growth:
_____
_____

_____

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

Original Contract Completion Date: _____

Final Contract Completion Date: _____

Actual Completion Date: _____

Time added by Modification: _____

Explanation of any Late Finish: _____
_____
_____
_____

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

Was the project terminated early or were cure/show cause letters received? ☐ Yes ☐ No Explain early termination (default/convenience) or cure/show cause letters.
_____
_____
_____

Safety record: ____ Accidents, ____ Incidents, ____Violations
List and explain any customer concerns or dissatisfaction
_____
_____
_____

Was the project owner an agency of the federal government? ☐ Yes ☐ No

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

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

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

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

_____

OWNER/CLIENT PAST PERFORMANCE SURVEY

SOLICITATION NO. DACA45-03-R-0028 **PROJECT NO.: _____**
FIXED PRICE REMEDIATION WITH INSURANCE – MARC ERS SB SET-ASIDE
OWNER/CLIENT PAST PERFORMANCE SURVEY

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

The U.S. Army Corps of Engineers – Omaha District 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. All information provided is held confidential and will not be shared with the company before or after award. Your candid responses are valued by the Omaha District and greatly appreciated.

These questions relate to the work performed at _____
under Contract Number: _____ and Task Order Number: _____.

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

(Owner/Client fills out this section)

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

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

Explanation: _____
_____

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

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

☐ Excellent ☐ Good ☐ Satisfactory ☐ Fair ☐ Unsatisfactory

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

☐ Excellent ☐ Good ☐ Satisfactory ☐ Fair ☐ Unsatisfactory

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

☐ Excellent ☐ Good ☐ Satisfactory ☐ Fair ☐ Unsatisfactory

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

☐ Excellent ☐ Good ☐ Satisfactory ☐ Fair ☐ Unsatisfactory

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

☐ Excellent ☐ Good ☐ Satisfactory ☐ Fair ☐ Unsatisfactory

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

Name _____ Telephone_____

Title _____ Fax _____

E-Mail Address_____ Date _____

Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of _____ [insert Contract Number and Task Order/Modification Number(s) as appropriate] are accurate, complete, and current as of ____ [insert date on proposal]. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the Offeror and the Government that are part of the proposal.

Firm _____

Signature _____

Name _____

Title _____

Date of execution _____

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

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 --

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

(End of Provision)

_____	_____	_____	_____
Name	Title	Signature	Date

Standard Form 85P
Revised September 1995
U.S. Office of Personnel Management
5 CFR Parts 731, 732, and 736

Form approved:
OMB No. 3206-0191
NSN 7540-01-317-7372
85-1602

Questionnaire for Public Trust Positions

Follow instructions fully or we cannot process your form. Be sure to sign and date the certification statement on Page 7 and the release on Page 8. *If you have any questions,* call the office that gave you the form.

Purpose of this Form

The U.S. Government conducts background investigations and reinvestigations to establish that applicants or incumbents either employed by the Government or working for the Government under contract, are suitable for the job and/or eligible for a public trust or sensitive position. Information from this form is used primarily as the basis for this investigation. Complete this form only after a conditional offer of employment has been made.

Giving us the information we ask for is voluntary. However, we may not be able to complete your investigation, or complete it in a timely manner, if you don't give us each item of information we request. This may affect your placement or employment prospects.

Authority to Request this Information

The U.S. Government is authorized to ask for this information under Executive Orders 10450 and 10577, sections 3301 and 3302 of title 5, U.S. Code; and parts 5, 731, 732, and 736 of Title 5, Code of Federal Regulations.

Your Social Security number is needed to keep records accurate, because other people may have the same name and birth date. Executive Order 9397 also asks Federal agencies to use this number to help identify individuals in agency records.

The Investigative Process

Background investigations are conducted using your responses on this form and on your Declaration for Federal Employment (OF 306) to develop information to show whether you are reliable, trustworthy, of good conduct and character, and loyal to the United States. The information that you provide on this form is confirmed during the investigation. Your current employer must be contacted as part of the investigation, even if you have previously indicated on applications or other forms that you do not want this.

In addition to the questions on this form, inquiry also is made about a person's adherence to security requirements, honesty and integrity, vulnerability to exploitation or coercion, falsification, misrepresentation, and any other behavior, activities, or associations that tend to show the person is not reliable, trustworthy, or loyal.

Your Personal Interview

Some investigations will include an interview with you as a normal part of the investigative process. This provides you the opportunity to update, clarify, and explain information on your form more completely, which often helps to complete your investigation faster. It is important that the interview be conducted as soon as possible after you are contacted. Postponements will delay the processing of your investigation, and declining to be interviewed may result in your investigation being delayed or canceled.

You will be asked to bring identification with your picture on it, such as a valid State driver's license, to the interview. There are other documents you may be asked to bring to verify your identity as well. These include documentation of any legal name change, Social Security card, and/or birth certificate.

You may also be asked to bring documents about information you provided on the form or other matters requiring specific attention. These matters include alien registration, delinquent loans or taxes, bankruptcy, judgments, liens, or other financial obligations, agreements involving child custody or support, alimony or property settlements, arrests, convictions, probation, and/or parole.

Instructions for Completing this Form

1. Follow the instructions given to you by the person who gave you the form and any other clarifying instructions furnished by that person to assist you in completion of the form. Find out how many copies of the form you are to turn in. You must sign and date, in black ink, the original and each copy you submit.

2. Type or legibly print your answers in black ink (if your form is not legible, it will not be accepted). You may also be asked to submit your form in an approved electronic format.

3. All questions on this form must be answered. If no response is necessary or applicable, indicate this on the form (for example, enter "None" or "N/A"). If you find that you cannot report an exact date, approximate or estimate the date to the best of your ability and indicate this by marking "APPROX." or "EST."

4. Any changes that you make to this form after you sign it must be initialed and dated by you. Under certain limited circumstances, agencies may modify the form consistent with your intent.

5. You must use the State codes (abbreviations) listed on the back of this page when you fill out this form. Do not abbreviate the names of cities or foreign countries.

6. The 5-digit postal ZIP codes are needed to speed the processing of your investigation. The office that provided the form will assist you in completing the ZIP codes.

7. All telephone numbers must include area codes.

8. All dates provided on this form must be in Month/Day/Year or Month/Year format. Use numbers (1-12) to indicate months. For example, June 10, 1978, should be shown as 6/10/78.

9. Whenever "City (Country)" is shown in an address block, also provide in that block the name of the country when the address is outside the United States.

10. If you need additional space to list your residences or employments/self-employments/unemployments or education, you should use a continuation sheet, SF 86A. If additional space is needed to answer other items, use a blank piece of paper. Each blank piece of paper you use must contain **your name and Social Security Number at the top of the page.**

Final Determination on Your Eligibility

Final determination on your eligibility for a public trust or sensitive position and your being granted a security clearance is the responsibility of the Office of Personnel Management or the Federal agency that requested your investigation. You may be provided the opportunity personally to explain, refute, or clarify any information before a final decision is made.

Penalties for Inaccurate or False Statements

The U.S. Criminal Code (title 18, section 1001) provides that knowingly falsifying or concealing a material fact is a felony which may result in fines of up to $10,000, and/or 5 years imprisonment, or both. In addition, Federal agencies generally fire, do not grant a security clearance, or disqualify individuals who have materially and deliberately falsified these forms, and this remains a part of the permanent record for future placements. Because the position for which you are being considered is one of public trust or is sensitive, your trustworthiness is a very important consideration in deciding your suitability for placement or retention in the position.

Your prospects of placement are better if you answer all questions truthfully and completely. You will have adequate opportunity to explain any information you give us on the form and to make your comments part of the record.

Disclosure of Information

The information you give us is for the purpose of investigating you for a position; we will protect it from unauthorized disclosure. The collection, maintenance, and disclosure of background investigative information is governed by the Privacy Act. The agency which requested the investigation and the agency which conducted the investigation have published notices in the Federal Register describing the system of records in which your records will be maintained. You may obtain copies of the relevant notices from the person who gave you this form. The information on this form, and information we collect during an investigation may be disclosed without your consent as permitted by the Privacy Act (5 USC 552a(b)) and as follows:

PRIVACY ACT ROUTINE USES

1. To the Department of Justice when: (a) the agency or any component thereof; or (b) any employee of the agency in his or her official capacity; or (c) any employee of the agency in his or her individual capacity where the Department of Justice has agreed to represent the employee; or (d) the United States Government, is a party to litigation or has interest in such litigation, and by careful review, the agency determines that the records are both relevant and necessary to the litigation and the use of such records by the Department of Justice is therefore deemed by the agency to be for a purpose that is compatible with the purpose for which the agency collected the records.

2. To a court or adjudicative body in a proceeding when: (a) the agency or any component thereof; or (b) any employee of the agency in his or her official capacity; or (c) any employee of the agency in his or her individual capacity where the Department of Justice has agreed to represent the employee; or (d) the United States Government is a party to litigation or has interest in such litigation, and by careful review, the agency determines that the records are both relevant and necessary to the litigation and the use of such records is therefore deemed by the agency to be for a purpose that is compatible with the purpose for which the agency collected the records.

3. Except as noted in Question 21, when a record on its face, or in conjunction with other records, indicates a violation or potential violation of law, whether civil, criminal, or regulatory in nature, and whether arising by general statute, particular program statute, regulation, rule, or order issued pursuant thereto, the relevant records may be disclosed to the appropriate Federal, foreign, State, local, tribal, or other public authority responsible for enforcing, investigating or prosecuting such violation or charged with enforcing or implementing the statute, rule, regulation, or order.

4. To any source or potential source from which information is requested in the course of an investigation concerning the hiring or retention of an employee or other personnel action, or the issuing or retention of a security clearance, contract, grant, license, or other benefit, to the extent necessary to identify the individual, inform the source of the nature and purpose of the investigation, and to identify the type of information requested.

5. To a Federal, State, local, foreign, tribal, or other public authority the fact that this system of records contains information relevant to the retention of an employee, or the retention of a security clearance, contract, license, grant, or other benefit. The other agency or licensing organization may then make a request supported by written consent of the individual for the entire record if it so chooses. No disclosure will be made unless the information has been determined to be sufficiently reliable to support a referral to another office within the agency or to another Federal agency for criminal, civil, administrative, personnel, or regulatory action.

6. To contractors, grantees, experts, consultants, or volunteers when necessary to perform a function or service related to this record for which they have been engaged. Such recipients shall be required to comply with the Privacy Act of 1974, as amended.

7. To the news media or the general public, factual information the disclosure of which would be in the public interest and which would not constitute an unwarranted invasion of personal privacy.

8. To a Federal, State, or local agency, or other appropriate entities or individuals, or through established liaison channels to selected foreign governments, in order to enable an intelligence agency to carry out its responsibilities under the National Security Act of 1947 as amended, the CIA Act of 1949 as amended, Executive Order 12333 or any successor order, applicable national security directives, or classified implementing procedures approved by the Attorney General and promulgated pursuant to such statutes, orders or directives.

9. To a Member of Congress or to a Congressional staff member in response to an inquiry of the Congressional office made at the written request of the constituent about whom the record is maintained.

10. To the National Archives and Records Administration for records management inspections conducted under 44 USC 2904 and 2906.

11. To the Office of Management and Budget when necessary to the review of private relief legislation.

STATE CODES (ABBREVIATIONS)

Alabama	AL	Hawaii	HI	Massachusetts	MA	New Mexico	NM	South Dakota	SD
Alaska	AK	Idaho	ID	Michigan	MI	New York	NY	Tennessee	TN
Arizona	AZ	Illinois	IL	Minnesota	MN	North Carolina	NC	Texas	TX
Arkansas	AR	Indiana	IN	Mississippi	MS	North Dakota	ND	Utah	UT
California	CA	Iowa	IA	Missouri	MO	Ohio	OH	Vermont	VT
Colorado	CO	Kansas	KS	Montana	MT	Oklahoma	OK	Virginia	VA
Connecticut	CT	Kentucky	KY	Nebraska	NE	Oregon	OR	Washington	WA
Delaware	DE	Louisiana	LA	Nevada	NV	Pennsylvania	PA	West Virginia	WV
Florida	FL	Maine	ME	New Hampshire	NH	Rhode Island	RI	Wisconsin	WI
Georgia	GA	Maryland	MD	New Jersey	NJ	South Carolina	SC	Wyoming	WY
American Samoa	AS	District of Columbia	DC	Guam	GU	Northern Marianas	CM	Puerto Rico	PR
Trust Territory	TT	Virgin Islands	VI						

PUBLIC BURDEN INFORMATION

Public burden reporting for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Reports and Forms Management Officer, U.S. Office of Personnel Management, 1900 E Street, N.W., Room CHP-500, Washington, D.C. 20415. Do not send your completed form to this address.

Standard Form 85P (EG)
Revised September 1995
U.S. Office of Personnel Management
5 CFR Parts 731, 732, and 736

QUESTIONNAIRE FOR PUBLIC TRUST POSITIONS

Form approved:
OMB No. 3206-0191
NSN 7540-01-317-7372
85-1602

OPM USE ONLY	Codes	Case Number

Agency Use Only *(Complete items A through P using instructions provided by USOPM)*

A Type of Investigation	B Extra Coverage	C Sensitivity/ Risk Level	D Compu/ ADP	E Nature of Action Code	F Date of Action	Month	Day	Year

G Geographic Location	H Position Code	I Position Title

J SON	K Location of Official Personnel Folder	Other Address	ZIP Code
	☐ None ☐ NPRC ☐ At SON		

L SOI	M Location of Security Folder	Other Address	ZIP Code
	☐ None ☐ At SOI ☐ NPI		

N OPAC-ALC Number	O Accounting Data and/or Agency Case Number

P Requesting Official	Name and Title	Signature	Telephone Number ( )	Date

Persons completing this form should begin with the questions below.

1 FULL NAME
- If you have only initials in your name, use them and state (IO).
- If you have no middle name, enter "NMN".
- If you are a "Jr.," "Sr.," "II," etc., enter this in the box after your middle name.

Last Name	First Name	Middle Name	Jr., II, etc.

2 DATE OF BIRTH

Month	Day	Year

3 PLACE OF BIRTH - Use the two letter code for the State.

City	County	State	Country *(if not in the United States)*

4 SOCIAL SECURITY NUMBER

5 OTHER NAMES USED

	Name	Month/Year	Month/Year		Name	Month/Year	Month/Year
#1			To	#3			To
#2			To	#4			To

6 OTHER IDENTIFYING INFORMATION

Height *(feet and inches)*	Weight *(pounds)*	Hair Color	Eye Color	Sex *(Mark one box)*
				☐ Female ☐ Male

7 TELEPHONE NUMBERS

Work *(include Area Code and extension)*	Home *(include Area Code)*
☐ Day ☐ Night ( )	☐ Day ☐ Night ( )

8 CITIZENSHIP

a Mark the box at the right that reflects your current citizenship status, and follow its instructions.

- ☐ I am a U.S. citizen or national by birth in the U.S. or U.S. territory/possession. *Answer items b and d.*
- ☐ I am a U.S. citizen, but I was NOT born in the U.S. *Answer items b, c and d.*
- ☐ I am not a U.S. citizen. *Answer items b and e.*

b Your Mother's Maiden Name

c UNITED STATES CITIZENSHIP If you are a U.S. Citizen, but were not born in the U.S., provide information about one or more of the following proofs of your citizenship.

Naturalization Certificate *(Where were you naturalized?)*

Court	City	State	Certificate Number	Month/Day/Year Issued

Citizenship Certificate *(Where was the certificate issued?)*

City	State	Certificate Number	Month/Day/Year Issued

State Department Form 240 - Report of Birth Abroad of a Citizen of the United States

Give the date the form was prepared and give an explanation if needed.	Month/Day/Year	Explanation

U.S. Passport

This may be either a current or previous U.S. Passport	Passport Number	Month/Day/Year Issued

d DUAL CITIZENSHIP If you are *(or were)* a dual citizen of the United States and another country, provide the name of that country in the space to the right. Country

e ALIEN If you are an alien, provide the following information:

Place You Entered the United States:	City	State	Date You Entered U.S. Month	Day	Year	Alien Registration Number	Country(ies) of Citizenship

Exception to SF85, SF85P, SF85P-S, SF86, and SF86A approved by GSA September, 1995.
Designed using Perform Pro, WHS/DIOR, Sep 95

9 WHERE YOU HAVE LIVED

List the places where you have lived, beginning with the most recent (#1) and working back 7 years. All periods must be accounted for in your list. Be sure to indicate the actual physical location of your residence: do not use a post office box as an address, do not list a permanent address when you were actually living at a school address, etc. Be sure to specify your location as closely as possible: for example, do not list only your base or ship, list your barracks number or home port. You may omit temporary military duty locations under 90 days (list your permanent address instead), and you should use your APO/FPO address if you lived overseas.

For any address in the last 5 years, list a person who knew you at that address, and who preferably still lives in that area (do not list people for residences completely outside this 5-year period, and do not list your spouse, former spouses, or other relatives). Also for addresses in the last 5 years, if the address is "General Delivery," a Rural or Star Route, or may be difficult to locate, provide directions for locating the residence on an attached continuation sheet.

#1 Month/Year To Month/Year Present	Street Address	Apt. #	City (Country)			State	ZIP Code
Name of Person Who Knows You	Street Address	Apt. #	City (Country)	State	ZIP Code	Telephone Number ( )	
#2 Month/Year To Month/Year	Street Address	Apt. #	City (Country)			State	ZIP Code
Name of Person Who Knew You	Street Address	Apt. #	City (Country)	State	ZIP Code	Telephone Number ( )	
#3 Month/Year To Month/Year	Street Address	Apt. #	City (Country)			State	ZIP Code
Name of Person Who Knew You	Street Address	Apt. #	City (Country)	State	ZIP Code	Telephone Number ( )	
#4 Month/Year To Month/Year	Street Address	Apt. #	City (Country)			State	ZIP Code
Name of Person Who Knew You	Street Address	Apt. #	City (Country)	State	ZIP Code	Telephone Number ( )	
#5 Month/Year To Month/Year	Street Address	Apt. #	City (Country)			State	ZIP Code
Name of Person Who Knew You	Street Address	Apt. #	City (Country)	State	ZIP Code	Telephone Number ( )	

10 WHERE YOU WENT TO SCHOOL

List the schools you have attended, beyond Junior High School, **beginning with the most recent (#1) and working back 7 years.** List **all** College or University degrees and the dates they were received. If all of your education occurred more than 7 years ago, list your most recent education beyond high school, no matter when that education occurred.

- Use one of the following codes in the "Code" block:

  1 - High School **2** - College/University/Military College **3** - Vocational/Technical/Trade School

- For schools you attended in the past 3 years, list a person who knew you at school (an instructor, student, etc.). Do not list people for education completely outside this 3-year period.

- For correspondence schools and extension classes, provide the address where the records are maintained.

#1 Month/Year To Month/Year	Code	Name of School		Degree/Diploma/Other		Month/Year Awarded
Street Address and City (Country) of School					State	ZIP Code
Name of Person Who Knew You	Street Address	Apt. #	City (Country)	State	ZIP Code	Telephone Number ( )
#2 Month/Year To Month/Year	Code	Name of School		Degree/Diploma/Other		Month/Year Awarded
Street Address and City (Country) of School					State	ZIP Code
Name of Person Who Knew You	Street Address	Apt. #	City (Country)	State	ZIP Code	Telephone Number ( )
#3 Month/Year To Month/Year	Code	Name of School		Degree/Diploma/Other		Month/Year Awarded
Street Address and City (Country) of School					State	ZIP Code
Name of Person Who Knew You	Street Address	Apt. #	City (Country)	State	ZIP Code	Telephone Number ( )

Enter your Social Security Number before going to the next page →

11 YOUR EMPLOYMENT ACTIVITIES

List your employment activities, beginning with the present (#1) and working back 7 years. You should list all full-time work, part-time work, military service, temporary military duty locations over 90 days, self-employment, other paid work, and all periods of unemployment. The entire 7-year period must be accounted for without breaks, but you need not list employments before your 16th birthday.

- **Code.** Use one of the codes listed below to identify the type of employment:
  - **1** - Active military duty stations
  - **2** - National Guard/Reserve
  - **3** - U.S.P.H.S. Commissioned Corps
  - **4** - Other Federal employment
  - **5** - State Government (Non-Federal employment)
  - **6** - Self-employment (Include business and/or name of person who can verify)
  - **7** - Unemployment (Include name of person who can verify)
  - **8** - Federal Contractor (List Contractor, not Federal agency)
  - **9** - Other

- **Employer/Verifier Name.** List the business name of your employer or the name of the person who can verify your self-employment or unemployment in this block. If military service is being listed, include your duty location or home port here as well as your branch of service. You should provide separate listings to reflect changes in your military duty locations or home ports.

- **Previous Periods of Activity.** Complete these lines if you worked for an employer on more than one occasion at the same location. After entering the most recent period of employment in the initial numbered block, provide previous periods of employment at the same location on the additional lines provided. For example, if you worked at XY Plumbing in Denver, CO, during 3 separate periods of time, you would enter dates and information concerning the most recent period of employment first, and provide dates, position titles, and supervisors for the two previous periods of employment on the lines below that information.

#1 Month/Year To Month/Year Present	Code	Employer/Verifier Name/Military Duty Location	Your Position Title/Military Rank		
Employer's/Verifier's Street Address		City (Country)	State	ZIP Code	Telephone Number ( )
Street Address of Job Location (if different than Employer's Address)		City (Country)	State	ZIP Code	Telephone Number ( )
Supervisor's Name & Street Address (if different than Job Location)		City (Country)	State	ZIP Code	Telephone Number ( )

PREVIOUS PERIODS OF ACTIVITY (Block #1)	Month/Year To Month/Year	Position Title	Supervisor
	Month/Year To Month/Year	Position Title	Supervisor
	Month/Year To Month/Year	Position Title	Supervisor

#2 Month/Year To Month/Year	Code	Employer/Verifier Name/Military Duty Location	Your Position Title/Military Rank		
Employer's/Verifier's Street Address		City (Country)	State	ZIP Code	Telephone Number ( )
Street Address of Job Location (if different than Employer's Address)		City (Country)	State	ZIP Code	Telephone Number ( )
Supervisor's Name & Street Address (if different than Job Location)		City (Country)	State	ZIP Code	Telephone Number ( )

PREVIOUS PERIODS OF ACTIVITY (Block #2)	Month/Year To Month/Year	Position Title	Supervisor
	Month/Year To Month/Year	Position Title	Supervisor
	Month/Year To Month/Year	Position Title	Supervisor

#3 Month/Year To Month/Year	Code	Employer/Verifier Name/Military Duty Location	Your Position Title/Military Rank		
Employer's/Verifier's Street Address		City (Country)	State	ZIP Code	Telephone Number ( )
Street Address of Job Location (if different than Employer's Address)		City (Country)	State	ZIP Code	Telephone Number ( )
Supervisor's Name & Street Address (if different than Job Location)		City (Country)	State	ZIP Code	Telephone Number ( )

PREVIOUS PERIODS OF ACTIVITY (Block #3)	Month/Year To Month/Year	Position Title	Supervisor
	Month/Year To Month/Year	Position Title	Supervisor
	Month/Year To Month/Year	Position Title	Supervisor

Enter your Social Security Number before going to the next page →

YOUR EMPLOYMENT ACTIVITIES *(CONTINUED)*

#4 Month/Year To Month/Year	Code	Employer/Verifier Name/Military Duty Location	Your Position Title/Military Rank		
Employer's/Verifier's Street Address		City (Country)	State	ZIP Code	Telephone Number ( )
Street Address of Job Location (if different than Employer's Address)		City (Country)	State	ZIP Code	Telephone Number ( )
Supervisor's Name & Street Address (if different than Job Location)		City (Country)	State	ZIP Code	Telephone Number ( )

PREVIOUS PERIODS OF ACTIVITY *(Block #4)*	Month/Year To Month/Year	Position Title	Supervisor
	Month/Year To Month/Year	Position Title	Supervisor
	Month/Year To Month/Year	Position Title	Supervisor

#5 Month/Year To Month/Year	Code	Employer/Verifier Name/Military Duty Location	Your Position Title/Military Rank		
Employer's/Verifier's Street Address		City (Country)	State	ZIP Code	Telephone Number ( )
Street Address of Job Location (if different than Employer's Address)		City (Country)	State	ZIP Code	Telephone Number ( )
Supervisor's Name & Street Address (if different than Job Location)		City (Country)	State	ZIP Code	Telephone Number ( )

PREVIOUS PERIODS OF ACTIVITY *(Block #5)*	Month/Year To Month/Year	Position Title	Supervisor
	Month/Year To Month/Year	Position Title	Supervisor
	Month/Year To Month/Year	Position Title	Supervisor

#6 Month/Year To Month/Year	Code	Employer/Verifier Name/Military Duty Location	Your Position Title/Military Rank		
Employer's/Verifier's Street Address		City (Country)	State	ZIP Code	Telephone Number ( )
Street Address of Job Location (if different than Employer's Address)		City (Country)	State	ZIP Code	Telephone Number ( )
Supervisor's Name & Street Address (if different than Job Location)		City (Country)	State	ZIP Code	Telephone Number ( )

PREVIOUS PERIODS OF ACTIVITY *(Block #6)*	Month/Year To Month/Year	Position Title	Supervisor
	Month/Year To Month/Year	Position Title	Supervisor
	Month/Year To Month/Year	Position Title	Supervisor

12 YOUR EMPLOYMENT RECORD

	Yes	No
Has any of the following happened to you in the last 7 years? If "Yes," begin with the most recent occurrence and go backward, providing date fired, quit, or left, and other information requested.		

Use the following codes and explain the reason your employment was ended:

1 - Fired from a job

2 - Quit a job after being told you'd be fired

3 - Left a job by mutual agreement following allegations of misconduct

4 - Left a job by mutual agreement following allegations of unsatisfactory performance

5 - Left a job for other reasons under unfavorable circumstances

Month/Year	Code	Specify Reason	Employer's Name and Address *(Include city/Country if outside U.S.)*	State	ZIP Code

Enter your Social Security Number before going to the next page →

13 PEOPLE WHO KNOW YOU WELL

List three people who know you well and live in the United States. They should be good friends, peers, colleagues, college roommates, etc., whose combined association with you covers as well as possible the last 7 years. Do not list your spouse, former spouses, or other relatives, and try not to list anyone who is listed elsewhere on this form.

Name	Dates Known Month/Year Month/Year To	Telephone Number Day Night ( )		
#1				
Home or Work Address	City (Country)	State	ZIP Code	
Name	Dates Known Month/Year Month/Year To	Telephone Number Day Night ( )		
#2				
Home or Work Address	City (Country)	State	ZIP Code	
Name	Dates Known Month/Year Month/Year To	Telephone Number Day Night ( )		
#3				
Home or Work Address	City (Country)	State	ZIP Code	

14 YOUR MARITAL STATUS

Mark one of the following boxes to show your current marital status:

- ☐ **1** - Never married *(go to question 15)*
- ☐ **2** - Married
- ☐ **3** - Separated
- ☐ **4** - Legally Separated
- ☐ **5** - Divorced
- ☐ **6** - Widowed

Current Spouse Complete the following about your current spouse.

Full Name	Date of Birth *(Mo./Day/Yr.)*	Place of Birth *(Include country if outside the U.S.)*	Social Security Number

Other Names Used *(Specify maiden name, names by other marriages, etc., and show dates used for each name)*

Country of Citizenship	Date Married *(Mo./Day/Yr.)*	Place Married *(Include country if outside the U.S.)*	State
If Separated, Date of Separation *(Mo./Day/Yr.)*	If Legally Separated, Where is the Record Located? City *(Country)*		State
Address of Current Spouse *(Street, city, and country if outside the U.S.)*		State	ZIP Code

15 YOUR RELATIVES

Give the full name, correct code, and other requested information for each of your relatives, living or dead, specified below.

1 - Mother *(first)* **3** - Stepmother **5** - Foster Parent **7** - Stepchild
2 - Father *(second)* **4** - Stepfather **6** - Child *(adopted also)*

	Full Name *(If deceased, check box on the left before entering name)*	Code	Date of Birth Month/Day/Year	Country of Birth	Country(ies) of Citizenship	Current Street Address and City *(country)* of Living Relatives	State
		1					
		2					

Enter your Social Security Number before going to the next page →

16 YOUR MILITARY HISTORY

	Yes	No
a Have you served in the United States military?		
b Have you served in the United States Merchant Marine?		

List all of your military service below, including service in Reserve, National Guard, and U.S. Merchant Marine. Start with the most recent period of service (#1) and work backward. If you had a break in service, each separate period should be listed.

- **Code.** Use one of the codes listed below to identify your branch of service:

1 - Air Force **2** - Army **3** - Navy **4** - Marine Corps **5** - Coast Guard **6** - Merchant Marine **7** - National Guard

- **O/E.** Mark "O" block for Officer or "E" block for Enlisted.

- **Status.** "X" the appropriate block for the status of your service during the time that you served. If your service was in the National Guard, do not use an "X": use the two-letter code for the state to mark the block.

- **Country.** If your service was with other than the U.S. Armed Forces, identify the country for which you served.

Month/Year	Month/Year	Code	Service/Certificate No.	O	E	Status: Active	Status: Active Reserve	Status: Inactive Reserve	Status: National Guard *(State)*	Country
	To									
	To									

17 YOUR SELECTIVE SERVICE RECORD

	Yes	No
a Are you a male born after December 31, 1959? If "**No**," go to **18**. If "**Yes**," go to b.		
b Have you registered with the Selective Service System? If "Yes," provide your registration number. If "**No**," show the reason for your legal exemption below.		

Registration Number | Legal Exemption Explanation

18 YOUR INVESTIGATIONS RECORD

	Yes	No
a Has the United States Government ever investigated your background and/or granted you a security clearance? If "**Yes**," use the codes that follow to provide the requested information below. If "**Yes**," but you can't recall the investigating agency and/or the security clearance received, enter "**Other**" agency code or clearance code, as appropriate, and "**Don't know**" or "**Don't recall**" under the "**Other Agency**" heading, below. If your response is "**No**," or you don't know or can't recall if you were investigated and cleared, check the "**No**" box.		

Codes for Investigating Agency
1 - Defense Department **4** - FBI
2 - State Department **5** - Treasury Department
3 - Office of Personnel Management **6** - Other *(Specify)*

Codes for Security Clearance Received
0 - Not Required **3** - Top Secret **6** - L
1 - Confidential **4** - Sensitive Compartmented Information **7** - Other
2 - Secret **5** - Q

Month/Year	Agency Code	Other Agency	Clearance Code	Month/Year	Agency Code	Other Agency	Clearance Code

	Yes	No
b To your knowledge, have you ever had a clearance or access authorization denied, suspended, or revoked, or have you ever been debarred from government employment? If "**Yes**," give date of action and agency. **Note:** An administrative downgrade or termination of a security clearance is not a revocation.		

Month/Year	Department or Agency Taking Action	Month/Year	Department or Agency Taking Action

19 FOREIGN COUNTRIES YOU HAVE VISITED

List foreign countries you have visited, except on travel under official Government orders, beginning with the most current (#1) and working back 7 years. (Travel as a dependent or contractor must be listed.)

- Use one of these codes to indicate the purpose of your visit: **1** - Business **2** - Pleasure **3** - Education **4** - Other

- Include short trips to Canada or Mexico. If you have lived near a border and have made short (one day or less) trips to the neighboring country, you do not need to list each trip. Instead, provide the time period, the code, the country, and a note ("Many Short Trips").

- Do not repeat travel covered in items 9, 10, or 11.

	Month/Year	Month/Year	Code	Country		Month/Year	Month/Year	Code	Country
#1		To			#5		To		
#2		To			#6		To		
#3		To			#7		To		
#4		To			#8		To		

Enter your Social Security Number before going to the next page →

20 YOUR POLICE RECORD *(Do not include anything that happened before your 16th birthday.)*

In the last 7 years, have you been arrested for, charged with, or convicted of any offense(s)? (Leave out traffic fines of less than $150.)

If you answered "Yes," explain your answer(s) in the space provided.

Yes	No

Month/Year	Offense	Action Taken	Law Enforcement Authority or Court *(City and county/country if outside the U.S.)*	State	ZIP Code

21 ILLEGAL DRUGS

The following questions pertain to the illegal use of drugs or drug activity. You are required to answer the questions fully and truthfully, and your failure to do so could be grounds for an adverse employment decision or action against you, but neither your truthful responses nor information derived from your responses will be used as evidence against you in any subsequent criminal proceeding.

	Yes	No
a In the last year, have you illegally used any controlled substance, for example, marijuana, cocaine, crack cocaine, hashish, narcotics (opium, morphine, codeine, heroin, etc.), amphetamines, depressants (barbiturates, methaqualone, tranquilizers, etc.), hallucinogenics (LSD, PCP, etc.), or prescription drugs?		
b In the last 7 years, have you been involved in the illegal purchase, manufacture, trafficking, production, transfer, shipping, receiving, or sale of any narcotic, depressant, stimulant, hallucinogen, or cannabis, for your own intended profit or that of another?		

If you answered "Yes" to "a" above, provide information relating to the types of substance(s), the nature of the activity, and any other details relating to your involvement with illegal drugs. Include any treatment or counseling received.

Month/Year	Month/Year	Controlled Substance/Prescription Drug Used	Number of Times Used
	To		
	To		
	To		

22 YOUR FINANCIAL RECORD

	Yes	No
a In the last 7 years, have you, or a company over which you exercised some control, filed for bankruptcy, been declared bankrupt, been subject to a tax lien, or had legal judgment rendered against you for a debt? If you answered "Yes," provide date of initial action and other information requested below.		

Month/Year	Type of Action	Name Action Occurred Under	Name/Address of Court or Agency Handling Case	State	ZIP Code

	Yes	No
b Are you now over 180 days delinquent on any loan or financial obligation? Include loans or obligations funded or guaranteed by the Federal Government.		

If you answered "**Yes**," provide the information requested below:

Month/Year	Type of Loan or Obligation and Account #	Name/Address of Creditor or Obligee	State	ZIP Code

After completing this form and any attachments, you should review your answers to all questions to make sure the form is complete and accurate, and then sign and date the following certification and sign and date the release on Page 8.

Certification That My Answers Are True

My statements on this form, and any attachments to it, are true, complete, and correct to the best of my knowledge and belief and are made in good faith. I understand that a knowing and willful false statement on this form can be punished by fine or imprisonment or both. (See section 1001 of title 18, United States Code).

Signature *(Sign in ink)* | Date

Enter your Social Security Number before going to the next page →

Standard Form 85P
Revised September 1995
U.S. Office of Personnel Management
5 CFR Parts 731, 732, and 736

Form approved:
OMB No. 3206-0191
NSN 7540-01-317-7372
85-1602

UNITED STATES OF AMERICA

AUTHORIZATION FOR RELEASE OF INFORMATION

Carefully read this authorization to release information about you, then sign and date it in ink.

I Authorize any investigator, special agent, or other duly accredited representative of the authorized Federal agency conducting my background investigation, to obtain any information relating to my activities from individuals, schools, residential management agents, employers, criminal justice agencies, credit bureaus, consumer reporting agencies, collection agencies, retail business establishments, or other sources of information. This information may include, but is not limited to, my academic, residential, achievement, performance, attendance, disciplinary, employment history, criminal history record information, and financial and credit information. I authorize the Federal agency conducting my investigation to disclose the record of my background investigation to the requesting agency for the purpose of making a determination of suitability or eligibility for a security clearance.

I Understand that, for financial or lending institutions, medical institutions, hospitals, health care professionals, and other sources of information, a separate specific release will be needed, and I may be contacted for such a release at a later date. Where a separate release is requested for information relating to mental health treatment or counseling, the release will contain a list of the specific questions, relevant to the job description, which the doctor or therapist will be asked.

I Further Authorize any investigator, special agent, or other duly accredited representative of the U.S. Office of Personnel Management, the Federal Bureau of Investigation, the Department of Defense, the Defense Investigative Service, and any other authorized Federal agency, to request criminal record information about me from criminal justice agencies for the purpose of determining my eligibility for assignment to, or retention in a sensitive National Security position, in accordance with 5 U.S.C. 9101. I understand that I may request a copy of such records as may be available to me under the law.

I Authorize custodians of records and other sources of information pertaining to me to release such information upon request of the investigator, special agent, or other duly accredited representative of any Federal agency authorized above regardless of any previous agreement to the contrary.

I Understand that the information released by records custodians and sources of information is for official use by the Federal Government only for the purposes provided in this Standard Form 85P, and that it may be redisclosed by the Government only as authorized by law.

Copies of this authorization that show my signature are as valid as the original release signed by me. This authorization is valid for five (5) years from the date signed or upon the termination of my affiliation with the Federal Government, whichever is sooner.

Signature *(Sign in ink)*	Full Name *(Type or Print Legibly)*			Date Signed
Other Names Used				Social Security Number
Current Address *(Street, City)*		State	ZIP Code	Home Telephone Number *(Include Area Code)* ( )

Standard Form 85P
Revised September 1995
U.S. Office of Personnel Management
5 CFR Parts 731, 732, and 736

Form approved:
OMB No. 3206-0191
NSN 7540-01-317-7372
85-1602

UNITED STATES OF AMERICA

AUTHORIZATION FOR RELEASE OF MEDICAL INFORMATION

Carefully read this authorization to release information about you, then sign and date it in black ink.

Instructions for Completing this Release

This is a release for the investigator to ask your health practitioner(s) the three questions below concerning your mental health consultations. Your signature will allow the practitioner(s) to answer only these questions.

I am seeking assignment to or retention in a position of public trust with the Federal Government as a(n)

_____

(Investigator instructed to write in position title.)

As part of the investigative process, **I hereby authorize** the investigator, special agent, or duly accredited representative of the authorized Federal agency conducting my background investigation, to obtain the following information relating to my mental health consultations:

Does the person under investigation have a condition or treatment that could impair his/her judgment or reliability?

If so, please describe the nature of the condition and the extent and duration of the impairment or treatment.

What is the prognosis?

I understand that the information released pursuant to this release is for use by the Federal Government only for purposes provided in the Standard Form 85P and that it may be redisclosed by the Government only as authorized by law.

Copies of this authorization that show my signature are as valid as the original release signed by me. This authorization is valid for 1 year from the date signed or upon termination of my affiliation with the Federal Government, whichever is sooner.

Signature *(Sign in ink)*	Full Name *(Type or Print Legibly)*			Date Signed
Other Names Used				Social Security Number
Current Address *(Street, City)*		State	ZIP Code	Home Telephone Number *(Include Area Code)* ( )

Section K – Representations, Certifications and Other Statements of Offerors

Contract Execution Procedures in accordance with FAR 4.102.

Contractor's Signature -

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

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

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

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

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

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

(a) The offeror certifies that --

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

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

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

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

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

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

(2)

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

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

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

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

(End of Provision)

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

52.204-3 – Taxpayer Identification (Oct 1998)

(a) Definitions.

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

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

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

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

(d) Taxpayer Identification Number (TIN).

[ ] TIN: _____

[ ] TIN has been applied for.

[ ] TIN is not required because:

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

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

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

(e) Type of organization.

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

(f) Common parent.

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

[ ] Name and TIN of common parent:

Name _____

TIN _____

(End of Provision)

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

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

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

(End of Provision)

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

a)

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

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

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

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

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

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

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

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

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The

knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

52.219-1 I – Small Business Program Representations (Apr 2002) – Alternate I (Apr 2002)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 562910.

(2) The small business size standard is 500 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [ ] is, [ ] is not a women-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [ ] is, [ ] is not a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

(6) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that --

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

____ Black American.

____ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding.

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

Service-disabled veteran-owned small business concern --

(1) Means a small business concern --

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C.101(2), with a disability that is service-connected, as defined in 38 U.S.C.101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern --

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C.101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of that is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C.645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

52.222-22 – Previous Contracts and Compliance Reports (Feb 1999)

The offeror represents that --

(a) It [ ] has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It [ ] has, [ ] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of Provision)

52.222-25 – Affirmative Action Compliance (Apr 1984)

The offeror represents that --

(a) It [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

52.223-13 – Certification of Toxic Chemical Release Reporting (Oct 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that --

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C.11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C.13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [Check each block that is applicable.]

[ ] (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C.11023(c);

[ ] (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C.11023(b)(1)(A);

[ ] (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C.11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

[ ] (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

[ ] (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(End of Provision)

52.226-2 – Historically Black College or University and Minority Institution Representation (Mar 2001)

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

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C.1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C.1101a)).

(b) Representation. The offeror represents that it --

[ ] is [ ] is not a historically black college or university;

[ ] is [ ] is not a minority institution.

(End of Provision)

52.227-15 – Representation of Limited Rights Data and Restricted Computer Software (May 1999)

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data -- General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data -- General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states [offeror check appropriate block] – [ ] None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software. [ ] Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

_____

_____

_____

Note: Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data -- General."

(End of Provision)

52.230-1 – Cost Accounting Standards Notices and Certification (Jun 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement -- Cost Accounting Practices and Certification

(a) Any contract in excess of $500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

[ ] (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

[ ] (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

[ ] (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than $50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

[ ] (4) Certificate of Interim Exemption. The offeror hereby certifies that

(i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

(ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of $50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards -- Eligibility for Modified Contract Coverage

[ ] The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of

the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than $50 million in awards of CAS-covered prime contracts and subcontracts. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

[ ] The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than $25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding $1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of $50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of $50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

[ ] yes [ ] no

(End of Provision)

(End of Section K)

Section L – Instructions To Offerors

52.204-6 – Data Universal Numbering System (DUNS) Number (Jun 1999)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

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

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

(End of Provision)

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) The solicitation number;

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

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

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

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

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

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

(ii)

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

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point

of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

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

(3) It is the only proposal received.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(f) Contract award.

(1) The Government intends to award a contract 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 subfactors in the solicitation.

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

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

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

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

(6) The Government 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;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(End of Provision)

52.215-20 – Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (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 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 prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR Part 15.408.

(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 Part 15.406-2.

(End of Provision)

52.216-1 – Type of Contract (Apr 1984)

The Government contemplates award of up to three (3) Fixed Price Indefinite Delivery/Indefinite Quantity (ID/IQ) Multiple Award Remediation Contracts (MARC) for Environmental Remediation Services under NAICS code 562910 on a total small business set-aside competitive basis. The individual task orders issued under the resulting contract(s) will be firm-fixed price and will require cost overrun insurance and indemnification requirements and may or may not require bonding requirements. The contract(s), in support of the US Army Corps of Engineers (USACE) and its customers located anywhere within the United States, including the territories of Puerto Rico and the Virgin Islands, may be awarded as a result of this solicitation to the offeror(s) that provide the best value to the Government using a tradeoff process. The contract(s) awarded will be for a wide range of environmental remediation services, including incidental construction and incidental engineering services, at various known or suspected Environmental Remediation (ER) sites, in order to achieve the primary objective at most sites - regulatory closure.

(End of Provision)

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

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

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

(a) Definitions.

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

52.232-28 Invitation to Propose Performance-Based Payments (Mar 2000)

(a) The Government invites the offeror to propose terms under which the Government will make performance-based contract financing payments during contract performance. The Government will consider performance-based payment financing terms proposed by the offeror in the evaluation of the offeror's proposal. The Contracting Officer will incorporate the financing terms of the successful offeror and the FAR clause, Performance-Based Payments, at FAR Clause 52.232-32, in any resulting contract.

(b) In the event of any conflict between the terms proposed by the offeror and the terms in the clause at FAR 52.232-32, Performance-Based Payments, the terms of the clause at FAR 52.232-32 shall govern.

(c) The Contracting Officer will not accept the offeror's proposed performance-based payment financing if the financing does not conform to the following limitations:

(1) The Government will make delivery payments only for supplies delivered and accepted, or services rendered and accepted in accordance with the payment terms of this contract.

(2) The terms and conditions of the performance-based payments must --

(i) Comply with FAR Part 32.1004;

(ii) Be reasonable and consistent with all other technical and cost information included in the offeror's proposal; and

(iii) Their total shall not exceed 90 percent of the contract price if on a whole contract basis, or 90 percent of the delivery item price if on a delivery item basis.

(3) The terms and conditions of the performance-based financing must be in the best interests of the Government.

(d) The offeror's proposal of performance-based payment financing shall include the following:

(1) The proposed contractual language describing the performance-based payments (see FAR 32.1004 for appropriate criteria for establishing performance bases and performance-based finance payment amounts).

(2) A listing of --

(i) The projected performance-based payment dates and the projected payment amounts; and

(ii) The projected delivery date and the projected payment amount.

(3) Information addressing the Contractor's investment in the contract.

(e) Evaluation of the offeror's proposed prices and financing terms will include whether the offeror's proposed performance-based payment events and payment amounts are reasonable and consistent with all other terms and conditions of the offeror's proposal.

(End of Provision)

52.233-2 – Service of Protest (Aug 1996)

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

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

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

52.237-1 – Site Visit (Apr 1984)

(a) Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of provision)

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

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

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

(End of Provision)

1. Proposal Information -

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

http://ebs-nwo.wes.army.mil

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

1.1. Contractual And Technical Points Of Contact -

Contractual:
Michael R. Duffy
Mailing Address:
U.S. Army Corps of Engineers, Omaha District
Attn: CENWO-CT-E (Michael R. Duffy)
106 South 15th Street, Old Federal Building 3rd Floor
Omaha, NE 68102-1618
Phone: (402) 221-3708 Fax: (402) 221-4530
E-mail: Michael.R.Duffy@usace.army.mil

Famane C. Brown
U.S. Army Corps of Engineers, Omaha District
Attn: CENWO-CT-E (Famane Brown)
106 South 15th Street, Old Federal Building 3rd Floor
Omaha, NE 68102-1618
Phone: (402) 221-3116 Fax: (402) 221-4530
E-mail: Famane.C.Brown@usace.army.mil

Technical:
Christopher Wiehl
Mailing Address:
U.S. Army Corps of Engineers, Omaha District
Attn: CENWO-PM-HD (Chris Wiehl)
106 South 15th Street
Omaha, NE 68102-1618
Phone: (402) 221-7736 Fax: (402) 221-7796
E-mail: Christopher.D.Wiehl@usace.army.mil

NOTE: All questions and/or comments should reach the above referenced Contracting Office no later than three (3) calendar days after the preproposal conference, in order that they may be given consideration or actions taken prior to receipt of offers.

1.2. Proposal Expenses and Pre-contract Costs -

This Request for Proposal (RFP) does not commit the Government to pay any costs incurred in the preparation and submission of a proposal or for any other costs incurred by any firm submitting a proposal in response to this solicitation. The Government also will not be responsible for costs associated with preparing proposals for individual task orders. Finally, the Government will not pay for or subsidize any costs incurred for attendance at the pre-proposal conference.

1.3. Pre-Proposal Conference -

The Government intends to hold the pre-proposal conference at the Peter Kiewit Conference Center at 1313 Farnam Street, Omaha, NE 68102, on 2 April 2002 starting at 8:30 a.m., Central Time. Specific details will be posted on the Omaha District contracting web site at http://ebs-nwo.wes.army.mil. The offeror must submit in writing, via fax or e-mail, the firm's name, address, point of contact, telephone number, and number of personnel planning to attend to the following:

U.S. Army Corps of Engineers
ATTN: CENWO-CT-E (Duffy or Brown)
106 South 15th Street
Omaha, NE 68102-1618
Phone No.: 402-221-3708 or 3116 FAX No.: 402-221-4530
E-mail address: Michael.R.Duffy@usace.army.mil or Famane.C.Brown@usace.army.mil

1.4. Method Of Procurement -

1.4.1. The U.S. Army Corps of Engineers, Omaha District, intends to conduct this acquisition in accordance with the provisions set forth in the Request for Proposal (RFP). From this solicitation, up to three (3) contracts may be awarded for a total of $100,000,000 shared contract capacity, using total small business set-aside competition procedures. The resulting Multiple Award Remediation Contracts (MARC)s will be Indefinite Delivery/Indefinite Quantity (ID/IQ) Type Contracts for Environmental Remediation Services where Task Orders issued under the contract will be competed among Contractors who have been awarded a contract from this solicitation and will be Firm-Fixed Price with Cost Overrun Insurance and Indemnification requirements unless an exception to "fair opportunity" is documented by the Contracting Officer in accordance with FAR Subpart 16.505. Up to three (3) Small Business MARC ID/IQ FPRI contracts may be awarded for work within the United States or its territories of Puerto Rico or the Virgin Islands. The proposals will be evaluated and contract(s) awarded to the Contractor(s) that are determined to be most advantageous/best value to the Government; price, and other factors considered.

Special selection criteria will be followed for Base Realignment and Closure (BRAC) installations in accordance with DFARS 252.226.71 – Preference for Local and Small Businesses regulations. Specifically, the Government intends to conduct market research to ascertain whether local and small business can perform the work. Depending upon the results of the market research, the procurement may be done outside the scope of this contract, or may be awarded under the resulting contract(s) from this solicitation. In any case, the Government may not award any contract(s) if the resulting contract(s) would not represent a "best value" to the Government using trade-off selection guidance procedures as described in AMC Pamphlet 715-3. It is strongly suggested that the provisions stated in the proposal information be fully studied prior to assembly of the proposal.

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

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

1.4.4. The Government reserves the right to discuss aspects of proposals with offerors in the competitive range, which may be limited for efficiency (FAR Part 15.306(c)(2)), and to award a contract to other than the offeror submitting the lowest priced offer. Offerors are advised that the Government may make award without discussions, clarifications or any contact concerning the proposals received (FAR Part 15.306(a)(2)). Therefore, proposals should be submitted initially on the most favorable terms from a price and technical standpoint. Do not assume that offerors will be contacted or afforded an opportunity to clarify, discuss or revise their proposals.

1.5. Proposal Submittals -

Due to heightened security at Government installations, those offerors who have their proposals hand-delivered shall contact Michael Duffy, Contract Specialist, at (402) 221-3708 or Famane Brown, Contract Specialist, at (402) 221-3116 or the Contracting Office Main Desk, at (402) 221-4100, prior to delivering to the address shown below. On the date specified, and thirty minutes prior to the time specified on Standard Form SF 33, Page 1, Item 9, a Contracting representative will be in the lobby to accept proposals. At the time specified on Standard Form SF 33, Page 1, Item 9, it will be announced that receipt of proposals is closed. Official time will be established by the clock located in the area where the proposals are received.

As stated on Standard Form SF 33: Proposals will be received until 1600 hours (4:00 p.m.) Central Time on 30 April 2003 at:

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

The Packaging that contains the Proposals shall be marked:
Proposals for Solicitation DACA45-03-R-0028, DO NOT OPEN. ATTN: Famane Brown.

2. Proposal Format -

2.1. Basic Proposal Information -

All proposals shall contain the information listed below and as required by this solicitation and be bound into volumes with a cover sheet displaying the RFP number, contractor name, and an index of the sections of each volume. Proposal clarity, organization and the overall page limitation are required. The entire proposal shall be limited to the maximum number of pages identified in Paragraph 2.2. The volumes shall include, as a minimum, the following:

(a) Volume number on proposal cover.

(b) The prime, consortium, or joint venture's name, address, a signature of the official that can bind the firm, and a telephone number shall appear in the lower left corner of the proposal cover, title page and table of contents of any document/volume to be evaluated. Proposal volume cover format is at the offeror's 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).

2.2. Page Limitation -

The total number of pages for Volume I and Volume II of the proposal submitted by a **small business may not exceed one hundred four (104) pages – eighty (80) for Volume I and twenty-four (24) for Volume II**. The following is not considered in the page count limitation including: the Proposal Cover; the Table of Contents; Title Page; the List of Tables/Figures, or Acronyms; Separator Tabs; Cross-Reference to the Solicitation Paragraphs, and the documents excluded from the page count under Volume I, Section III, Tab 2 – Corporate Assets.

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

NOTE: Double sided copies are considered as two pages.

Page limitation shall include typewritten text pages, charts, graphs, figures, diagrams, 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 foldout page in excess of 8-1/2 inch by 11-inch shall count as two pages. The volumes are limited to single spaced typewritten pages using 10 or 12 characters per inch, 12-point proportional font or equivalent as the "normal" size standards for text. A smaller type may be used on charts, graphs, figures, diagrams, and schematics to accommodate a "make to fit" software capability, however all text shall be legible and easily read.

NOTE: Small businesses having proposals that exceed one hundred four (104) pages, will have only those pages that are within the required limits evaluated. <u>All information appearing thereafter will not be evaluated</u>.

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

Table 1 - Proposal Format			
		Required Number of Proposals	
Proposal Document	**Suggested Page Limit (Large/Small Business)**	**Original**	**Copies Required**
Volume I, Section I: Previous Experience, Personnel, and Organization	**40**	**1**	**6**
TAB 1/Summary of Previous Experience – Environmental Remediation Projects			
TAB 2/Resumes of Key Personnel For This Contract			
TAB 3/Organizational Structure of the Proposed Team			
Volume I, Section II – Past Performance	**25**	**1**	**6**
Tab 1/Past Performance Project Narrative with Points of Contact			
Tab 2/Past Performance with Regulators Including Points of Contact			

Volume I Section III - Insurance	**5**	**1**	**6**
Tab 1/Insurance Coverages Offered			
Tab 2/Corporate Assets			
Volume I, Section IV – Corporate Technical Plans, Practices, and Procedures	**10**	**1**	**6**
Tab 1/Quality Assurance/Quality Control Program and Corporate Business Practices			
Tab 2/Safety and Health Program			
Tab 3/Laboratory Plan			
Maximum Number of Pages Evaluated for Volume I	**80 pages**	**1**	**6**
Volume II, Section I - Contractor Information, Certifications, and Cost	**24**	**1**	**6**
Tab 1/ Supplies or Services and Prices/Costs (Section B)	**1**		
Tab 2/Sample Problem Assumptions, Technical Approach & Cost Proposal	**10 Pages Max**		
Tab 3/Representations and Certifications (Section K)	**12**		
Tab 4/SF 33, Solicitation, Offer, and Award (Section A)	**1**		
Maximum Number of Pages Evaluated for Volume II	**24 pages**	**1**	**6**

3. Volume Content –

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

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

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

Provide at least five (5) and not more than ten (10) examples of completed projects which should demonstrate the offeror's and its team members' experience in performance of the work similar to that described in 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
- Work performed pursuant to a site-specific contract *(i.e., a non-IDIQ contract)* for one site or multiple sites within a single installation or facility; or
- Work performed under multiple task orders issued against one ID/IQ contract to accomplish the work effort on a single site 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 at multiple sites does not represent a "project" within this definition. If the offeror provides a specific task

order(s) 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 four (4) years from this solicitation's closing date.

A **completed project** is defined as:

- Work performed under a "project" as defined above that is physically 100% completed and has been accepted by the customer – the project does not have to be administratively closed out.

The Government has provided a sample Previous Experience Form as provided in Section J of this solicitation for use by the offeror.

The offeror may provide additional narrative on any or all projects provided the offeror does not exceed the page count as specified in Section L paragraph 2.2. The offeror should present projects that demonstrate its experience in project management and execution of Environmental Remediation (ER) sites, site investigations/characterizations, studies, evaluations, designs, chemical testing, operation and maintenance, sampling, remediation of contaminated sites, and other related experience. The offeror may include both federal and commercial work. The offeror may include projects, which required similar types of cost containment insurance. 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 potential activities for the resultant contract(s) as listed in Section C of this solicitation.

3.1.2. Volume I, Section I, Tab 2 – Resumes Of Key Personnel for This Contract

3.1.2.1. Key Personnel – The offeror shall provide the resumes of the key management personnel, which it expects will execute the work that may be awarded under this contract. Specifically, the offeror should provide a resume for the following five (5) key individuals. The resumes should clearly display proposed job title, education, states in which the individuals are registered, special qualifications and experience record showing title, specific duties, responsibilities and assignments and the dates these were held within at least the last five years. The purpose of this submittal is to identify the level of expertise available for this contract. **After contract award, the Contracting Officer shall approve replacement of any key personnel.** The following key personnel shall be identified:

(1) **Program Manager -** The offeror shall designate one individual as the Program Manager that will be assigned to this contract. The Program Manager shall be competent, experienced, and knowledgeable in the field of Environmental Remediation, and act as the primary point of contact (POC) for coordination with USACE, regulators, public interests, and the customer. The Program Manager shall be responsible for the overall management of the contract including cost, schedule, and technical quality. The Program Manager shall take immediate corrective action when performance is not acceptable to USACE. The Program Manager shall also oversee the development and

implementation of record keeping, administrative and quality control, and programs. The Program Manager should have the following qualifications:

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

Professional registration, in their respective field, if appropriate.

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

Working knowledge of applicable federal, state, and local laws, regulations, and guidance.

Experience and/or a working knowledge in Risk Management and Cost Containment (cost cap/stop loss) Insurance.

A basic understanding of Firm-Fixed Price Contracts.

(2) **Certified Industrial Hygienist -** The Contractor should designate and utilize at least one individual as the certified industrial hygienist (CIH) to develop, implement, and oversee all safety and health related aspects of Environmental Remediation work under this Contract and any individual task orders. The qualifications of the CIH should include:

Certification by the American Board of Industrial Hygiene (ABIH).

A minimum of a 4-year college degree in a related field from an accredited postsecondary institution.

A minimum of three (3) years working experience in Environmental Remediation site activities.

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

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

(3) **Contracts Manager -** The Contractor should designate one individual to perform the function of Contracts Manager who will ensure that all acquisition and contract management related to this contract (including subcontracts, purchases, rental agreements, subcontract modifications, tracking procurements, maintaining inventory property lists etc.) are performed in accordance with all terms of this Contract and any individual task orders. Also where applicable, the Contracts Manager will be responsible for compliance with federal, state, and local laws and regulations related to contract management and acquisition. The Contracts Manager should have the following qualifications:

A college degree including or supplemented by at least 24 semester hours in accounting, economics, business law, procurement, or management related studies. Alternatively, the Contracts Manager may have completed an

examination equivalent to a Certified Professional Contracts Manager through the National Contracts Management Association.

Four (4) years of contract and acquisition management experience in a position of increasing complexity and responsibility.

Training in acquisition, contract administration, cost and price analysis related to federal acquisition and firm-fixed price contracting experience.

Experience and/or working knowledge of risk management and Cost Containment (cost cap/stop loss) Insurance.

Understanding of Firm-Fixed Price Contracts and Subcontracts.

(4) **Project Manager(s)** – The Contractor should provide a minimum of three (3) resumes and a maximum of five (5) for individuals who are trained and experienced as a Project Manager (PM). For each Task Order issued, the Contractor shall designate a PM. The Contractor shall identify the PM and the PM's qualifications; experience and performance history shall be satisfactory to the Contracting Officer before issuance of the Task Order. The PM shall serve as the single point of contact for the Task Order, and shall be responsible for the management of work, approved plans, and all federal, state, and local laws and regulations. The PM shall also maintain close communication and coordination with USACE, the regulators, and the customer for the duration of the project, including monthly progress and cost reporting, if applicable. The Project Manager should have the following qualifications:

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

Professional registration, in their respective field, if appropriate.

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

Working knowledge of applicable federal, state, and local laws, regulations, and guidance.

Experience and/or working knowledge of risk management.

A basic understanding of Firm-Fixed Price Contracts.

(5) **Risk Assessor (RA) -** The Contractor should designate and utilize a Risk Assessor who shall ensure that all risk assessment (human health and ecological) goals of the task order are attained. The Risk Assessor should have the following qualifications:

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

A RA holding a Ph.D. in the appropriate field should have at least three (3) years of experience performing risk assessments at Environmental Remediation sites, or a RS holding a Master of Science degree in the appropriate field should have at least five (5) years of experience performing risk assessments at Environmental Remediation sites.

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

3.1.3. Volume I, Section I, Tab 3 – Organizational Structure of the Proposed Team

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

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

3.2. Volume I, Section II, - Past Performance

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

The offeror shall provide past performance information for each project listed in the offeror's experience in response to Section L, Paragraph 3.1.1 of this solicitation. The title of the project shall be consistent with the project experience description as required in Section L, Paragraph 3.1.1. of this solicitation **The offeror shall use the same or similar format to the Owner/Client Past Performance Survey sample form as found in Section J of this solicitation.**

3.2.1.1. Owner/Client Past Performance Survey Forms

The information provided by the owner/client past performance survey forms shall be used in evaluating the offeror's past performance. For each of the projects submitted in Volume I, Section I, Tab 1 - Summary of Previous Experience – Environmental Remediation Projects of their proposal, the offeror shall provide at least one (1) point of contact (POC) with the customer (and prime contractor if appropriate). The POCs **may be contacted** to assess the scope of work performed and to evaluate performance of the projects listed under the previous experience tab of Section I under this Volume I, if necessary. The offeror should 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 should be distributed to the owner/client

(of that particular project) by the offeror. The owner survey form should be returned by the owner/client directly to the Government Contracting Specialist – Famane C. Brown at the address given for proposal submission in Paragraph 1.4 of Section L or by email to Famane.C.Brown@usace.army.mil. **Submission shall be received by the proposal due date for receipt as stated in Paragraph 1.4 of this Section L. If submission is by mail, the envelope shall be marked, "Confidential Proposal Information for Solicitation DACA45-03-R-0028, DO NOT OPEN – ATTN: Famane Brown"** The Government shall evaluate the Past Performance survey page(s) **filled out by the owner/client** for this past performance section only. These pages **will be** counted as part of the contractor's proposal pages.

NOTE: These past performance evaluation forms will not be released to the offeror at any time before or after contract award, in order for USACE to solicit unbiased/candid responses and comments.

3.2.1.2. Past Performance Evaluation

During past performance evaluation, the Government reserves the right to look outside of the proposals for past performance information of the offeror. 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 currency and 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 dissatisfactions, and corrective actions taken should be provided. This comparative assessment of past performance is separate from the responsibility determination.

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 Source Selection Evaluation Board (SSEB). 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 that have no past performance record will be given a neutral performance risk rating. In rating past performance, the SSEB may consider available past performance information on predecessor companies, employment histories of key personnel, or major subcontractors performing key elements of the project.

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

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

3.3 Volume I, Section III – Insurance

3.3.1. Volume I, Section III, Tab 1 – Insurance Coverages Offered

The offeror shall identify its proposed insurance underwriter(s), the offeror's past working relationship with the insurance underwriter(s), general information on the underwriter(s), and the underwriter's A.M. Best rating. The offeror shall also provide a letter written by the insurance underwriter(s) on the insurance underwriter's letterhead stating their intent to insure the offeror, if the offeror is awarded a contract under this procurement. The offeror should provide evidence of any previous cost overrun insurance obtained for similar types of work or contracts held. The insurance underwriter(s) should also provide any limits of insurance capacity both on a per site basis and in the aggregate. The insurance underwriter(s) should also provide any general exclusions under the standard policies, any standard riders to the insurance policies, and any other pertinent information concerning the subsequent insurance policies.

3.3.2. Volume I, Section III, Tab 2 – Corporate Assets

If Corporate assets will be relied upon to finance exclusions, deductibles before insurance attachment points, and self-insured retentions (SIRs), a description of the proposed corporate assets (e.g. corporate bonds, U.S. bonds, letters of credit from federally chartered financial institutions, certified or cashier's checks, bank drafts, certificates of deposit, guarantee agreements, corporate stock of publicly held corporations, etc.) should be provided as part of the Contractor's proposal. In addition, the offeror should provide financial data to support the financial stability of the firm to meet its above referenced commitments (e.g., CPA certified financial audits, Government financial stability audits, etc. - these will be excluded from the page count as the page number for these audits can not be determined).

The Corporate Assets that are proposed to cover the self-insured retention and other deductibles are being used for evaluation purposes. While no specific assets are excluded, the Government will assess the financial risk of the assets being offered.

Note: The Government may use other sources to ascertain the financial stability of the firm and its insurance underwriter other than the information provided in the indemnification package (e.g. 10K filings, audited annual reports of publicly held companies, Treasury Department information, etc.). This information may help the Government make its risk assessment and ultimately, its "best value" selection.

3.4. Volume I, Section IV – Corporate Technical Programs, Practices, and Plans

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

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

3.4.2. Volume I, Section IV, Tab 2 – Safety and Health Program

The Contractor should provide a narrative to describe its ongoing and successful execution of their Safety and Health Program, addressing items such as training, the number of current Safety and Health professionals and type, and the procedures used in the preparation and implementation of a Site Safety and Health Plan for an Environmental Remediation site. The offeror should provide a signed certification sheet stating that the offeror has developed and implemented a Safety and Health Program in accordance with OSHA regulation 29 CFR 1926.65(b) and EM 385-1-1, and provide a Table of Contents of the required written Safety and Health Program. The offeror should also certify that the Health and Safety supervision is performed by a Certified Industrial Hygienist (CIH) (the CIH should have at least 3 years of site experience in the Environmental Remediation field). The offeror should also provide a list of OSHA violations and reported accidents in the past five (5) years, or so state that there were none.

3.4.3. Volume I, Section IV, Tab 3 – Laboratory Plan

The offeror should provide the methods it uses to select the laboratories that would be utilized under this contract. The offeror should also indicate hot it intends to ensure that the laboratory is certified (USACE or National Environmental Laboratory Accreditation Program (NELAP)). The offeror should describe procedures utilized for real-time corrective actions during the sample receipt and analysis process. The offeror should also verify that the laboratory is able to produce a data package in an electronic format.

3.5. Volume II, Section I - Contractor Information, Certifications, and Costs

This solicitation provides a Section B – Supplies or Services & Prices/Costs upon which the offeror is to use as a basis for providing cost information. The intent of the Government is to determine the reasonableness and affordability of each offeror over the life of the contract.

3.5.1. Volume II, Section I, Tab 1 - Supplies or Services and Cost/Prices (Section B)

3.5.1.1. The offeror shall fill out in its entirety only one (1) Table 1 from Section B. The rates that the offeror proposes should be fully loaded rates for both the base and option periods and should include profit. The offeror should provide one rate for each discipline for the base period and one rate for the option period.

3.5.2. Volume II, Section I, Tab 2 – Sample Problem Assumptions, Technical

Approach, and Cost Proposal

The Offeror should submit any assumptions used when preparing the performance-based cost proposal in order to explain how the Offeror's technical approach will be implemented and how it will reach the milestones that were developed for the sample project.

The Offeror is instructed to develop its best and most reasonable/acceptable solution to the sample problem in order to achieve all milestones required. The Offeror is to assume the work will start one month from the closing date of this solicitation. The Government will evaluate the assumptions, the technical approach, the time to complete each milestone, the cost to complete each milestone, and the overall cost to complete the sample project. Even though the technical description of the Sample Project is abbreviated, the cost proposal should address the full work effort. This estimate shall be limited to ten (10) pages. *Bonding Costs will not be required for this sample project.* ***Cost Containment Insurance will be required for the Contract and the cost is $725,000.00 and will be added to the total cost of the project as a separate line item in the cost proposal.*** Any contingencies should be included in the estimate and should be explained in the assumptions. The Wage Determinations (Service Contract Act and Davis-Bacon) can be found in this Section J of this RFP.

It is the Government's intent to have performance-based scopes of work for all projects. Therefore the Offeror should prepare a performance-based cost proposal based off the sample project. The Government understands it is somewhat difficult, however the offeror should use realistic assumptions and document those assumptions.

The Offeror should also provide a brief narrative describing the impacts on home office, field office, and relocation costs. The narrative should also discuss how any of the impacts described above would be minimized so that the work will be completed successfully.

3.5.3. Volume II, Section I, Tab 3 - Representations and Certifications (Section K)

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

3.5.4. Volume II, Section I, Tab 4 - SF33, Solicitation, Offer, and Award (Section A)

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

(End of Section L)

Section M – Evaluation Factors For Award

52.217-5 – Evaluation of Options (Jul 1990)

Except when it is determined in accordance with FAR Part 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)

1. Source Selection Evaluation Board (SSEB)

1.1. A Source Selection Evaluation Board (SSEB) will be established to conduct the evaluation of proposals received in response to this solicitation. The evaluation will be based on the content of the proposal and any subsequent discussions required, as well as information obtained from other sources, e.g. past performance information. The SSEB will not consider any information or data incorporated by reference or otherwise referred to. The identities of the SSEB personnel are confidential, and any attempt by the offerors to contact these individuals is prohibited.

1.2. The SSEB will evaluate the proposals submitted and assign a consensus rating for each proposal. Cost information will then be considered on a subjective basis.

2. Source Selection

All offers received in response to this solicitation will be evaluated in accordance with the requirements of Sections "L", "M", and the Source Selection Plan. The result from this source selection will be up to three (3) awards to a maximum of three (3) small business offerors, awarded on the basis of total small business set-aside using competition procedures. The principal objective of the evaluation process is to make award of up to three (3) Indefinite Delivery/Indefinite Quantity Multiple Award Remediation Contracts to Small Businesses for Environmental Remediation Services to the responsible offeror(s) whose proposal is/are determined to be the "best value" to the Government, price and other factors considered. The Government will use a trade-off selection process to determine the offeror(s) who represent the best value to the Government. If the award of the contract(s) are not in the best interest of the Government, the contract award(s) will not take place. A competitive range determination, if necessary, will be determined from the information submitted in the proposals. Identified weaknesses will form the basis for discussions, if necessary. The rating results of the evaluation along with the subjective evaluation of the pricing in a “trade-off” evaluation process will form the basis for source selection.

3. Source Selection Process

3.1. SSEB Evaluation - The SSEB will evaluate all conforming proposals received. Those that do not comply with the general conformance requirements may be considered to have a critical defect, i.e. the offeror has not complied with the basic solicitation requirements and the proposal cannot be remedied without major revisions. ***A “Critical Defect” is defined as a defect that cannot be remedied without a substantial revision or rewrite of the proposal.*** If the Contracting Officer determines that there is a critical defect, the proposal will not be evaluated further and will be eliminated from further consideration. The offeror will be notified, as soon as practicable, of the decision that its proposal has a critical defect.

The SSEB will evaluate all conforming proposals for each factor and subfactor identified in the solicitation. All information requested will be evaluated unless the offeror exceeds the page limit parameters. Ratings of the offers will then be discussed among the SSEB voting members, a consensus reached and recorded. Cost will be subjectively evaluated by the SSEB using a sample problem and Table 1 in Section B of the solicitation. 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. Submittals in response to the sample project will be analyzed to ensure that offerors have a clear understanding of the work requirements as stated in the sample project in Section J of this solicitation.

3.2. SSA Evaluation - The SSA will make the final Source Selection decision based on the information provided from the SSEB and the evaluation process, in addition to an independent comparative analysis.

3.2.1. Establishment of a Competitive Range (if necessary) –

Competitive Range - A "Competitive Range" is a subjective determination of the most highly rated proposals. The Contracting Officer shall establish a competitive range of all the most highly rated proposals with approval by the SSA. The Government may limit the number of offerors in the competitive range for efficiency reasons (FAR Part 15.306(c)(2)). The Government may choose to award without discussions. If award is made without discussions, a competitive range will not be established.

3.3. Possible Exchanges During the Selection Process -

3.3.1. Clarifications - ***Clarification -*** is defined as limited exchanges, between the Government and offerors, that may occur when award without discussions is contemplated. If award is to be made without discussions, offerors may be given the opportunity to clarify certain aspects of proposals, including an offeror's past performance, or to resolve minor or clerical errors. When clarifications are needed, communication with a offeror will be handled through the Contracting Officer. Clarifications do not provide the offeror an opportunity to revise or modify its proposal, except for correction of apparent clerical mistakes that would ultimately result in a revision.

3.3.2. Communications - Communications may take place with offerors before the establishment of a competitive range. Communications are exchanges, between the Government and offerors, after receipt of proposals, leading to establishment of the competitive range. Communications may only be held with offerors whose past performance information is the determining factor preventing them from being placed within the competitive range. Such communications, if required, shall address adverse past performance information to which an offeror has not had a prior opportunity to respond and may only be held with those offerors whose exclusion from, or inclusion in, the competitive range is uncertain. Communications may be conducted to enhance Government understanding of proposals; allow reasonable interpretation of the proposal; or facilitate the Government's evaluation process. Such communications shall not be used to cure proposal deficiencies or material omissions, materially alter the technical or cost elements of the proposal, and/or otherwise revise the proposal. Such communications may be considered in rating proposals for the purpose of establishing the competitive range. Communications shall not provide an opportunity for the offeror to revise its proposal, but may address ambiguities in the proposal or other concerns such as perceived deficiencies, weaknesses, errors, omissions, or mistakes, and information relating to relevant past performance.

3.3.3. Discussions – Exchanges with offerors, between the Government and offerors that are undertaken with the intent of allowing the offeror to revise its proposal. These exchanges with offerors take place after the establishment of the competitive range and are called discussions. The objective of discussions is to maximize the Government's ability to obtain best value, based on the requirement and the evaluation factors set forth in the solicitation.

4. Proposal Evaluation Ratings and Importance of Factors/Subfactors -

As established in Sections L and M of the solicitation, the following factors and subfactors will form the basis of proposal evaluation. The Government will make award to the responsible offeror(s) whose offer conforms to the solicitation and represents the best value to the Government, cost or price and the factors/subfactors listed below considered. For this solicitation, the factors other than cost or price are significantly more important than cost or price. 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. **Note again: all evaluation factors, other than cost or price, when combined, are significantly more important than cost or price.**

Volume I, Section I - Previous Experience, Personnel, and Organization is the highest weighted factor in this procurement. Within this factor there are three subfactors: previous experience, resumes of key personnel, and organizational structure of the proposed team. Previous experience is of greater importance than the other two subfactors. Key personnel is of greater importance than the organizational structure of the proposed team, but less important than previous experience. The organizational structure of the proposed team is the least important of the three subfactors.

Volume I, Section II – Past Performance is the second highest weighted factor that is more important than Volume I, Section III – Insurance but less important than Volume I, Section I – Previous Experience, Personnel, and Organization. Within this factor there are two subfactors: past performance project narrative and past performance with regulators. Past performance project narrative is of greater importance than past performance with regulators.

Volume I, Section III – Insurance is the third highest weighted factor that is of equal importance as Volume I, Section IV – Corporate Technical Programs, Practices, and Plans, but of less importance than Volume I, Section II – Past Performance. Within this factor there are two subfactors: insurance coverages offered and corporate assets. Insurance coverages offered is of greater importance than corporate assets.

Volume I, Section IV – Corporate Technical Programs, Practices, and Plans is of equal importance to the third highest weighted factor, Volume I, Section III – Insurance, but of greater importance than Volume I, Section V – Utilization of Small Business Concerns. Within this factor there are three subfactors: Quality Control/Quality Assurance Program & Corporate Business Practices, Laboratory Plan, and Safety and Health Program. Quality Control/Quality Assurance & Corporate Business Practices is of higher importance than the Laboratory Plan and Safety and Health Program, which are of equal importance.

The factors and subfactors are listed below in the table – in descending order of importance – except for those equalities stated above:

VOLUME I – EVALUATION FACTORS AND SUBFACTORS
Volume I, Section I: Previous Experience, Personnel, and Organization • Tab 1/Previous Experience – Environmental Remediation Projects • Tab 2/Resumes of Key Personnel for this Contract • Tab 3/Organizational Structure of the Proposed Team
Volume I, Section II: Past Performance • Tab 1/Past Performance Project Narrative With Points of Contact • Tab 2/Past Performance with Regulators Including Points of Contact
Volume I, Section III: Insurance • Tab 1/ Insurance Coverages Offered • Tab 2/Corporate Assets
Volume I, Section IV: Corporate Technical Programs, Practices, and Plans • Tab 1/Quality Control/Quality Assurance Program & Corporate Business Practices • Tab 2/Safety and Health Program • Tab 3/Laboratory Plan
VOLUME II – COST EVALUATION FACTORS AND OTHER CONTRACT DOCUMENTS
Volume II, Section I: Contractor Information, Certifications and Costs • Tab 1/Supplies or Services and Prices/Costs (Section B). This section will be subjectively evaluated. • Tab 2/Sample Problem Assumptions, Technical Approach & Cost Proposal. This section will be subjectively evaluated. • Tab 3/Representations and Certifications (Section K). This section will not be evaluated other than looked at for completion. • Tab 4/SF 33, Solicitation, Offer, and Award (Section A). This section will not be evaluated other than looked at for completion.

4.1. Each major factor and subfactor contained in Volume I, Section I, and Volume I, Section IV, which reflect the Government's confidence in each offeror's technical 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 moderate risk that the offeror's performance of any work requirements will impact schedule, cost, or performance.

(iv) Marginal: Proposal demonstrates shallow understanding of requirements and offeror's proposal only marginally meets performance or capability standards for minimal but acceptable contract performance. Proposal has no strengths that will benefit the Government and may have weaknesses that are detrimental to the Government. Proposal represents high risk that the offeror's performance of any work requirements will impact schedule, cost, or performance.

(v) Unsatisfactory: Fails to meet performance or capability standards. Requirements can only be met with major changes to the proposal. Proposal represents very high risk that the offeror's performance of any work requirements will impact schedule, cost, or performance.

4.2. Past Performance Risk Ratings shall be done for each major factor and sub factor contained in Past Performance Volume I, Section II. Past Performance Risk Ratings assess the risks associated with each offeror's likelihood of success in performing the requirements stated in the RFP based on the offeror's demonstrated performance on recent contracts. SSEB members and the SSA may use personal knowledge or information from other sources in its evaluation of an offeror's past performance, provided such information is consistent with the established evaluation criteria of the RFP. Offerors that have no relevant performance record will be given a neutral/unknown risk rating for these factors.

(i) Neutral/Unknown Risk: The offeror has no relevant performance record. A thorough search was unable to identify any past performance information.

(ii) Very Low Risk: Offeror's past performance record provides essentially no doubt that the offeror will successfully perform any future required effort.

(iii) Low Risk: Offeror's past performance record provides little doubt that the offeror will successfully perform any future required effort.

(iv) Moderate Risk: Offeror's past performance record provides some doubt that the offeror will successfully perform any future required effort.

(v) High Risk: Offeror's past performance record provides substantial doubt that the offeror will successfully perform any future required effort.

(vi) Very High Risk: Offeror's past performance record or lack thereof, provides extreme doubt that the offeror will successfully perform any future required effort.

4.3. Insurance Risk Ratings shall be done for done for Volume I, Section III – Insurance and each subfactor under this major factor. Insurance Risk Ratings assess the risks associated with each offeror's likelihood of obtaining the required cost containment insurance that carry more favorable terms for the Government. The ratings also will assess the risk of the offeror's maintaining its financial stability over the life of the contract. The rating criteria are as follows:

(i) Low Risk: The offeror's insurance terms are favorable to the Government. The offeror has a good record of showing financial stability and there is no evidence that shows its stability weakening over the life of the contract.

(ii) Moderate Risk: The offeror's insurance terms are acceptable to the Government, but the Government sees little benefit from the terms presented by the offeror. The offeror is currently financially stable, and there is no evidence that the stability will increase or decrease over the life of the contract.

(iii) High Risk: The offeror's insurance terms are not acceptable to the Government and would cause the Government to take on additional risk associated with work being performed under this contract. The offeror's financial stability is weak and questionable as to whether it will strengthen over the life of the contract.

4.4. The cost/price portion of the proposal for evaluation will be subjectively evaluated allowing for a "best value" analysis of the proposal as a whole using a trade-off process. ***All evaluation factors other than cost or price, when combined, are significantly more important than cost or price.***

4.5. Should the proposal contain a critical defect, the proposal shall be handled as accordance with Paragraph 3.1.

5. Factor and SubFactor Evaluation Criteria

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

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

5.1.1. Volume I, Section I, Tab 1 – Summary of Previous Experience – Environmental Remediation Projects

The contractor's previous experience will be examined for breadth and depth of work performed on a "project" **as defined in Section L Paragraph 3.1.1**. The Government places value on demonstrated remedial action field activities experience, engineering support services experience, and experience in developing studies, analyzing impacts, and conducting investigations. The Government places a higher value on projects that employed innovative technology. The Government places a higher value on projects that implemented value-engineering processes to cut design or remediation time and costs for the customer. The Government places a higher value on a demonstrated ability to execute federal work and projects in which the firm or small business team, joint venture, or consortium involving two or more small businesses served as the prime contractor. The Government places a higher value on larger projects and projects with multiple sites. The Government places a higher value on more complex, yet successful projects. The Government places a higher value on projects, which have regulatory interface, stakeholder interface, and performance-based milestones. The Government places higher value on projects, which required cost containment insurance similar to the insurance required under this RFP. The Government places a higher value on environmental projects which were accomplished using firm-fixed price contracting. Finally, the Government places a higher value on projects, which were completed on time, within budget, and met the project objectives.

5.1.2. Volume I, Section I, Tab 2 - Resumes of Key Personnel for This Contract

The Government will evaluate this portion of the proposal based on the requirements set forth in the as specified in Section L. In addition, the Government places a higher value on key

personnel that have a diversity of project experience, education, and qualifications. The Government places a higher value on personnel that have experience working on Government projects. The Government will place higher value on those personnel that have proven their expertise in their field by successful completion of the projects provided under Volume I, Section I, Tab 1 – Previous Experience. The Government places higher value on project managers that managed projects with performance-based milestones and management of projects with cost containment insurance. Finally, the Government places the highest value on those personnel that have exceeded the minimum requirements specified in Section L.

5.1.3. Volume I, Section I, Tab 3 - Organizational Structure of the Proposed Team

The Government places a higher value on an organizational structure that shows clear roles and responsibilities, excellent communication networks, and identifies how safety throughout the organization will be addressed. The Government places a higher value on organizational relationships, which have been used on other projects such as those presented in Volume I, Section I, Tab 1. The Government places a higher value on organizational structures, which demonstrate tangible benefits resulting in greater customer satisfaction. The Government places a higher value on proposals that provide a description of the relationship/contractual agreements with the proposed subcontractors.

5.2. Volume I, Section II - Past Performance

5.2.1. Volume I, Section II, Tab 1 - Past Performance Project Narrative With Points of Contact

The Government will target areas covered in the requirements of this proposal including records of conforming to contract specifications, standards of workmanship, adherence to contract schedules, customer service and commitment to customer satisfaction, and the firm's professional relationship with the customer and other stakeholders. The Government also places a higher value on projects, which document successful outcomes and are supported by outside source confirmation (e.g. Owner/Client Past Performance Survey Forms documenting an excellent performance rating by the contractor on a specific project or telephone interviews with POCs identified in the proposal). The Government also places a higher value on projects, which provided particular difficulty or unique challenges and the innovative methods the contractor used to resolve problems successfully. If the Government does not receive past performance information for the project(s) identified by the offeror and cannot establish a past performance record for the offeror through other sources, or the offeror has no past performance record, the offeror will be given a neutral/unknown risk rating.

5.2.2. Volume I, Section II, Tab 2 – Past Performance with Regulators Including Points of Contact

The Government places a higher value on a demonstrated ability to successfully work with state and federal regulators. The Government also places higher value on proposals, which document regulatory compliance, as well as resolution of regulatory issues along with demonstrated regulatory closure at project sites on an expedited basis. The Government places a higher value on no environmentally reportable incident violations and no environmental notice of violations in the past three years. The Government places a higher value on projects, which document successful outcomes and are supported by outside source confirmation (e.g. telephone interviews with POCs identified in the proposal). If the Government does not receive past performance information for the project(s) identified by the offeror and cannot establish a past

performance record for the offeror through other sources, or the offeror has no past performance record, the offeror will be given a neutral/unknown risk rating.

5.3. Volume I, Section III: Insurance

5.3.1. Volume I, Section III, Tab 1 – Insurance Coverages Offered

The Government will evaluate this portion of the proposal based on the requirements set forth in Section L. The Government places a higher value on offerors that have an insurance underwriter(s) that has expressed willingness to work with the offeror to provide the types of Remedial Cost Containment insurance coverage(s) required in this solicitation. The Government places a higher value on offerors that have had previous cost containment insurance coverage on similar types of fixed-price contracts/projects that can be expected under these contracts. The Government also places higher value on specific information describing the proposed cost containment insurance along with detailed information that supports more favorable terms for the Government.

5.3.2. Volume I, Section III, Tab 2 – Corporate Assets

The Government will evaluate this portion of the proposal based on the requirements set forth in Section L. In addition, the Government places a higher value on offerors that provide a detailed description of those corporate assets that will be used to finance any exclusions, deductibles before attachment points and self-insured retentions. The Government also places a higher value on offerors that are financially stable to support such potential costs. The Government also places a higher value on offerors that provide sources of proof of financial stability (i.e. e.g. 10K filings, audited annual reports of publicly held companies, Treasury Department information, etc.) within their proposal.

5.4. Volume I, Section IV: Corporate Technical Programs, Practices, and Plans

5.4.1. Volume I, Section IV, Tab 1 – Quality Assurance/Quality Control Program & Corporate Business Practices

The Government will evaluate this portion of the proposal based on the requirements set forth as specified in Section L. In addition, the Government places a higher value on innovative practices and programs, which have resulted in demonstrated increases in the quality of outputs. The Government places a higher value on construction and operational demonstrated approaches that resulted in demonstrated increases in the quality of the outputs. The Government places a higher value on a QA/QC Program, which demonstrates data quality assurance measures are in place and how they have been used on previous projects.

5.4.2. Volume I, Section IV, Tab 2 – Safety and Health Program

The Government places a higher value on innovative practices or programs, which demonstrate a reduction in Health and Safety accidents. The Government places a lower value on projects with accidents. Conversely, the Government places a higher value on programs without any major accidents in the last three years. The Government also places a higher value on a Safety and Health Program that includes procedures and requirements for the variety of work proposed under this contract.

5.4.3. Volume I, Section IV, Tab 3 – Laboratory Plan

The Government places a higher value on laboratories that are USACE and/or NELAP certified. The Government places a higher value on plans that describe the procedures that will be utilized for real-time corrective actions during the sample receipt and analysis process. The Government places a higher value on plans that describe the QA/QC procedures that will be used for chemical sampling, handling, shipping, and testing. The Government places a higher value on plans that document control procedures to ensure the data package are produced in an electronic format.

5.5. Volume II, Section I – Contractor Information, Certifications, and Costs

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 for the purpose of determining the cost reasonableness, life-cycle costs of the projects, cost realism, and overall best value of the proposals. It will also assist in assuring that offerors have a clear understanding of the work requirements as stated in the sample project in Section J of this solicitation.

5.5.1. Volume II, Section I, Tab 1 - Supplies or Services and Cost/Prices (Section B)

The offeror shall fill out in its entirety all of Section B. The information provided by the offeror will be subjectively evaluated to determine the overall best value to the Government for the base period and option period of this Contract using a tradeoff process.

5.5.2. Volume II, Section I, Tab 2 – Sample Problem Assumptions, Technical Approach & Cost Proposal

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 performance based 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. The Government will also subjectively evaluate the technical approach used, the time and costs to reach each of the milestones, as well as the overall cost to complete. The Government will evaluate the reasonableness of the Offeror's technical approach being accepted by the regulators for the scope of services specified in the sample project.

5.5.3. Volume II, Section I, Tab 3 - 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.

5.5.4. Volume II, Section I, Tab 4 - SF33, Solicitation, Offer, and Award (Section A)

Although 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.

6. Debriefing

6.1. The debriefing of all offerors, successful or unsuccessful, will be conducted in accordance with FAR Part 15.505 – Pre-award Debriefing of Offerors or FAR Part 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.**

6.1.1. In accordance with FAR Part 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.

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

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

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

6.1.2.3. 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.

6**.1.3.** The pre-award debriefings shall not disclose:

6.1.3.1. The number of offerors;

6.1.3.2. The identity of other offerors;

6.1.3.3. The content of other offerors proposals;

6.1.3.4. The ranking of other offerors;

6.1.3.5. The evaluation of other offerors;

6.1.3.6. Any of the information prohibited in FAR Part 15.506(e).

6.2. In accordance with FAR Part 15.506 – Post-award Debriefing of Offerors - Offerors, upon written request received by the contracting officer within three days after receipt of notification of contract award, shall be debriefed and furnished the basis for the selection decision and contract award.

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

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

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

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

6.3.4. A summary of the rationale for award;

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

6.4. The debriefings shall not;

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

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

6.4.2.1. Trade Secrets

6.4.2.2. Privileged or Confidential manufacturing processes or techniques;

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

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

6.5. 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)