

**US ARMY CORPS OF ENGINEERS
OMAHA DISTRICT**

Request for Proposal: DACW45-02-R-0003

**Construction: Advanced Contract
Initiative for Temporary Roof Repairs in
Support of USACE/FEMA Disaster
Response in the Virgin Islands**

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SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	DACW45-02-R-0003	<input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	6/26/02	1

IMPORTANT - The "offer" section on the reverse must be fully completed by the offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
	W59XQG-2063-3475	VIRGIN ISLANDS
7. ISSUED BY	CODE	8. ADDRESS OFFER TO
US ARMY CORPS OF ENGINEERS, OMAHA Contracting Division 106 S. 15th Street Omaha, NE 68102	DACW45	SEE BLOCK 7
FOR INFORMATION CALL:	A. NAME	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)
	Cathy L. Vanatta	402-221-4239 cathy.l.vanatta@usace.army.mil

SOLICITATION

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

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date).

ADVANCED CONTRACT INITIATIVE (ACI) for Construction of Temporary Roofing Repairs in the Virgin Islands.

The contractor shall provide supervision, labor, equipment, and materials necessary to make temporary roof repairs, primarily installation of government-furnished plastic sheeting, in support of USACE/FEMA emergency response operations for disasters in the Virgin Islands. The contract consists of two phases:

PHASE I - a Requirements contract to include any services described in the pricing schedule up to \$100,000.

OPTIONAL PHASE II - an Indefinite Delivery/Indefinite Quantity contract to include any services ordered from the pricing schedule up to a maximum of \$49,900,000 per performance period.

BASIC PERFORMANCE PERIOD: September 14, 2002 through November 30, 2003

OPTIONAL PERFORMANCE PERIOD: Four 1-year options, December 1, 2003 through November 30, 2007

This is a competitive Request for Proposal (RFP). A public bid opening will not be held. Offerors are required to submit a proposal addressing all information and requirements stated in the solicitation.

Pursuant to the Small Business Competitive Demonstration Program, this solicitation of offers is UNRESTRICTED -- open for participation by both large and small business concerns.

11. The Contractor shall begin performance within _____ calendar days and complete it within _____ calendar days after receiving _____ award, _____ notice to proceed. This performance period is _____ mandatory, _____ negotiable. (See _____.)	
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in item 12B.)	12B. CALENDAR DAYS
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and **4** copies to perform the work required are due at the place specified in Item B by **1600(hour)** local time **CDT** (date) **7/26/02**
If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee is, is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than **60** calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER *(Must be fully completed by offeror)*

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*

15. TELEPHONE NO. *(Include area code)*

16. REMITTANCE ADDRESS *(Include only if different than Item 14)*

CODE FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date _____ offers are due. *(Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS 

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(Type or print)

20B. SIGNATURE

20C. OFFER DATE

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN
(4 copies unless otherwise specified)



ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO
 10 U.S.C. 2304(c) () 41 U.S.C. 253(c) ()

26. ADMINISTERED BY CODE

27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return _____ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications and specifications incorporated by reference in or attached to this contract.

29. AWARD *(Contractor is not required to sign this document.)* Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN
(Type or print)

31A. NAME OF CONTRACTING OFFICER *(Type or print)*

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA

31C. AWARD DATE

BY

ADVANCED CONTRACT INITIATIVE - TEMPORARY ROOFING PRICING SCHEDULE

Line Item	Description	Pricing for Quantities used in a SMALL event (\$1 million - \$5 million) in estimated damages.			Pricing for Quantities used in a MEDIUM event (\$5 million - \$25 million) in estimated damages.			Pricing for Quantities used in a LARGE event (\$25 million - \$50 million) in estimated damages.		
		Unit of Issue		TOTAL PRICE	Unit of Issue		TOTAL PRICE	Unit of Issue	Unit Price	TOTAL PRICE
0001	Prepare and provide submittals as listed in para. 2.7, Section 01000	JOB		\$	JOB		\$	JOB		\$
0002	Participate in a Partnering meeting to be held in the USACE District Office that is administering contract as defined in para. 2.6 Section 01000	JOB	TO BE NEGOTIATED		JOB	TO BE NEGOTIATED		JOB	TO BE NEGOTIATED	
0003	Performance and Payment Bonds	JOB	TO BE NEGOTIATED		JOB	TO BE NEGOTIATED		JOB	TO BE NEGOTIATED	
0004	BASIC PERFORMANCE PERIOD -- TO RUN FROM				9/15/2002	THRU	11/30/03			
0004AA	Operations Manager as listed in para. 2.9 Section 01000	per DAY		\$	per DAY		\$	per DAY		\$
0004AB	Intall Government Furnished Plastic	per SF		\$	per SF		\$	per SF		\$
0004AC	Furnish and Install Structural Panels	per SF		\$	per SF		\$	per SF		\$
0004AD	Furnish and Install Joists & Rafters	per LF		\$	per LF		\$	per LF		\$
0005	1st Optional PERFORMANCE PERIOD -- TO RUN FROM				12/1/03	THRU	11/30/04			
0005AA	Operations Manager as listed in para. 2.9 Section 01000	per DAY		\$	per DAY		\$	per DAY		\$
0005AB	Intall Government Furnished Plastic	per SF		\$	per SF		\$	per SF		\$
0005AC	Furnish and Install Structural Panels	per SF		\$	per SF		\$	per SF		\$
0005AD	Furnish and Install Joists & Rafters	per LF		\$	per LF		\$	per LF		\$

OFFERORS ARE
CAUTIONED TO ENTER
PRICES FOR EACH ITEM

SECTION 00010 - Pricing Schedule

Page 1

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**ADVANCED CONTRACT INITIATIVE - TEMPORARY ROOFING
PRICING SCHEDULE**

0006	2nd Optional PERFORMANCE	PERIOD -- TO RUN FROM	12/01/04	THRU	11/30/05		
0006AA	Operations Manager as listed in para. 2.9 Section 01000	per DAY	\$	per DAY	\$	per DAY	\$
0006AB	Intall Government Furnished Plastic	per SF	\$	per SF	\$	per SF	\$
0006AC	Furnish and Install Structural Panels	per SF	\$	per SF	\$	per SF	\$
0006AD	Furnish and Install Joists & Rafters	per LF	\$	per LF	\$	per LF	\$
0007	3rd Optional PERFORMANCE	PERIOD -- TO RUN FROM	12/01/05	THRU	11/30/06		
0007AA	Operations Manager as listed in para. 2.9 Section 01000	per DAY	\$	per DAY	\$	per DAY	\$
0007AB	Intall Government Furnished Plastic	per SF	\$	per SF	\$	per SF	\$
0007AC	Furnish and Install Structural Panels	per SF	\$	per SF	\$	per SF	\$
0007AD	Furnish and Install Joists & Rafters	per LF	\$	per LF	\$	per LF	\$
0008	4th Optional PERFORMANCE	PERIOD -- TO RUN FROM	12/01/06	THRU	11/30/07		
0008AA	Operations Manager as listed in para. 2.9 Section 01000	per DAY	\$	per DAY	\$	per DAY	\$
0008AB	Intall Government Furnished Plastic	per SF	\$	per SF	\$	per SF	\$
0008AC	Furnish and Install Structural Panels	per SF	\$	per SF	\$	per SF	\$
0008AD	Furnish and Install Joists & Rafters	per LF	\$	per LF	\$	per LF	\$

OFFERORS ARE
CAUTIONED TO ENTER
PRICES FOR EACH ITEM

NOTICE TO OFFERORS

Any offer expected to exceed a value of \$1,000,000 or more for construction work submitted by a **large business** requires a submittal of a subcontracting plan. Your attention is directed to the following provisions contained in the solicitation:

52.219-8, Utilization of Small, Small Disadvantaged and Women-Owned Business Concerns (Alternate I)

52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Alternate I)

52.219-16, Liquidated Damages - Small Business Subcontracting Plan

52.226-1, Utilization of Indian Organizations and Indian-Owned Economic Enterprises

For your information, the United Army Corps of Engineers considers the following goals reasonable and achievable for a fiscal year and during the performance of the resultant contract.

- a. 61.4% of planned subcontracting dollars will be placed with all small business concerns.
- b. 9.1% of planned subcontracting dollars will be placed with those small business concerns owned and controlled by socially and economically disadvantaged individuals.
- c. 5% of planned subcontracting dollars will be placed with those small business concerns owned and controlled by women.
- d. 2.5% of planned subcontracting dollars will be placed with those small business concerns owned and controlled by certified HubZone concerns.
- e. 3% of planned subcontracting dollars will be placed with those small business concerns owned and controlled by service disable veterans.
- f. 3% of planned subcontracting dollars will be placed with those small business concerns owned and controlled by veterans.
- g. 11% of planned subcontracting dollars will be placed with those Historical

Black Colleges and/or Minority Institutions. *

* Required for Non Construction Only

Goals included in any proposed subcontracting plan should be at least equal to those indicated above. If lesser goals are proposed, you must substantiate how the proposed plan represents the firm's best effort to comply with the terms and conditions of the solicitation. Offerors are highly encouraged to become familiar with the intent of the solicitation provisions and the elements of the subcontracting plan.

The subcontracting plan must contain, at a minimum, the elements set forth in solicitation provision 52.219-9. Proposed plans will be reviewed to ensure the plan represents the firm's best efforts to maximize subcontracting opportunities for small, small disadvantaged and women-owned businesses. Subcontracting plans require Contracting Officer approval prior to contract award.

Should the apparent low bidder fail to submit an acceptable subcontracting plan within the time limit prescribed by the Contracting Officer, the offer will be considered ineligible for award. The approved subcontracting plan (to include goals) will become a material part of the contract. An example of a format of a subcontracting plan is attached for your information. The attached ***subcontracting plan is an example only*** and should not be construed as an acceptable subcontracting plan. Any format will be acceptable provided the plan addresses each element as required by the Federal Acquisition Regulations and its supplements.

Should you have any questions or need assistance in developing your plan, please contact the assigned Contract Specialist or the District's Deputy for Small Business at 402-221-4110 or fax your inquiries to 402-221-4530.

SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED
SMALL BUSINESS SUBCONTRACTING PLAN
EXAMPLE

DATE: _____

CONTRACTOR: _____

ADDRESS: _____

PHONE NO: _____

PROJECT TITLE: _____

SOLICITATION NO: _____

1. In accordance with the contract clauses at 52.219-8 and 52.219-9, (name of contractor) submits the following Subcontracting Plan for Small, Small Disadvantaged, and Women-owned Business Concerns.

2. Corresponding dollar values for percentages cited in para. 3:

a. Total contract amount is \$_____.

b. Total dollars planned to be subcontracted (to all types of businesses):
\$_____.

c. Total dollars planned to be subcontracted to small business concerns:
\$_____.

d. Total dollars planned to be subcontracted to small disadvantaged business concerns: \$_____.

e. Total dollars planned to be subcontracted to small woman-owned business concerns: \$_____.

f. Total dollars planned to be subcontracted to historical black colleges and minority institutions: \$_____.

3. The following percentage goals (expressed in terms of a percentage of total planned

subcontracting dollars) are applicable to the contract awarded under the solicitation cited above.

a. The total estimated percentage of all planned subcontracting to all types of business concerns under this contract is: _____%.

b. Small Business Concerns: _____% of total planned subcontracting dollars under this contract will go to subcontractors who are small business concerns including 3c. and 3d.

c. Small Disadvantaged Business Concerns: _____% of total planned subcontracting dollars under this contract will go to subcontractors who are small disadvantaged individuals. **NOTE: Women-owned businesses are not considered a small disadvantaged business. Do not include subcontract awards to women-owned businesses in your calculations for paragraph 3c unless the firm meets the definition of a small disadvantaged business.**

d. Woman-Owned Small Business Concerns: _____% of total planned subcontracting dollars under this contract will go to subcontractors who are woman-owned small businesses.

e. HubZone Concerns: _____% of total planned subcontracting dollars under this contract will go to subcontractors who are hubzones.

f. Service Disable Veterans: _____% of total planned subcontracting dollars under this contract will go to subcontractors who are service disable veterans.

g. Veterans: _____% of total planned subcontracting dollars under this contract will go to subcontractors who are veterans.

h. Historical Black Colleges and Minority Institutions: _____% of total planned subcontracting dollars under this contract will go to subcontractors who historical black colleges and/or minority institutions.

4. The principal items or areas we will subcontract under this contract are (NOTE: **Construction contractors remember to include materials/supplies** when developing plan. Also, list each subcontracted task by Division and Section number):

a. Of the items or areas stated in 4; the following are planned to be subcontracted to Small Businesses:

b. Of the items or areas stated in 4.a; the following are planned to be subcontracted to Small Disadvantaged Businesses:

c. Of the items or areas stated in 4.a; the following are planned to be subcontracted to Small Women-Owned Businesses:

****NOTE: SEE LAST PAGE IF THIS SOLICITATION HAS OPITONS (DELETE THIS STATEMENT FROM YOUR PLAN)****

5. Provide a description of the method your firm used to develop the subcontracting goals in paragraph 2:

6. Indirect costs were () were not () used in establishing subcontracting goals. **If indirect costs are included in your goals, furnish a description of the method used to determine the proportionate share of indirect costs to be incurred with (i) small business concerns (ii) small disadvantaged business concerns and (iii) women-owned.**

7. The following individual will administer this Subcontracting Plan on behalf of (name of contractor):

Name: Title:

Address:

Telephone:

The aforementioned individual's specific duties will include, but is not limited to:

a. Developing and maintaining source lists of small, small disadvantaged and women-owned small business concerns. Sources used are the Small Business Administration's Procurement Automated Source System (PASS), the National Minority Purchasing Council Vendor Information Service, Minority Business Development Agency, US Department of Commerce, Local Minority Business Development Centers, Economic Development Centers, and National Center for American Indian Enterprise Development.

b. Assuring the inclusion of small, small disadvantaged, and women-owned small business concerns in all solicitations for products or services which they are capable of providing; and ensuring that all solicitations are structured to permit the maximum possible participation by small, small disadvantaged and women-owned small business concerns.

c. Establishing and maintaining records of all subcontract awards to ensure appropriate documentation of non-selection of bids submitted by a small, small disadvantaged business, or women-owned small business concerns.

d. Preparing and submitting the Subcontracting Report for Individual Contracts (SF 294) and the Summary Subcontract Report (SF 295) in accordance with instructions provided, and coordinating and preparing for all compliance reviews by Federal

agencies.

e. Promoting activities necessary to further the intent of the subcontracting plan. Activities include motivational training of purchasing personnel; attendance at workshops, seminars and trade fairs conducted by or on behalf of small business and/or small disadvantaged and/or women-owned small business concerns; and general cooperation with members of the small, small disadvantaged and women-owned small business concerns or their representatives.

8. The following steps will be taken to ensure that small, small disadvantaged, and women-owned small business concerns receive notice of and have an equitable opportunity to compete for intended awards of subcontracts and/or purchase orders for the products and/or services describe in paragraph 4 above:

a. Sources will be requested through SBA's PASS system, business development organizations, minority and small business trade associations and at small, minority and women-owned small business procurement conferences; sources will be contacted; and bidding materials will be provided to all responding parties expressing an interest.

b. The firm will conduct and maintain internal motivational training to guide and encourage purchasing personnel to maintain source lists and guides to small, small disadvantaged, and women-owned small business concerns. Purchasing activities will be monitored to ensure sufficient time is allowed for interested bidders to prepare bids and to ensure continuous compliance with the approved Subcontracting Plan.

9. [Name of contractor] agrees that the clause entitled "Utilization of Small, Small Disadvantaged and Women-Owned Business Concerns" will be included in all subcontracts that offer further subcontracting opportunities. All subcontractors, except small business concerns, who receive subcontracts in excess of \$500,000 (\$1,000,000 in the case of construction) will be required to adopt a plan similar to this one. Such plans will be reviewed to assure that all minimum requirements of an acceptable subcontracting plan have been satisfied.

The acceptability of proposed goals shall be determined on a cases-by-case basis depending on the supplies/services involved, the availability of potential small, small disadvantaged, and women-owned subcontractors, and prior experience. Once approved and implemented, plans will be monitored through the submission of periodic reports or, as time and availability of funds permit, periodic visits to subcontractors facilities to review applicable records and subcontracting program progress.

10. The Firm agrees to submit periodic reports and cooperate in any studies or surveys required by the Contracting Activity or Small Business Administration to determine the extent of the firm compliance with the subcontracting plan.

11. (Name of Contractor) agrees to maintain at least the following types of records to document compliance with the Subcontracting Plan:

a. The names of all organizations, agencies, and associations contacted for small, small disadvantaged, and women-owned small business sources, along with records of attendance at conference, seminars and trade fairs where additional sources were developed.

b. Source lists, guides, and other data identifying small business concerns, small disadvantaged business concerns and women-owned small business concerns.

c. Records of subcontracts award in excess of \$100,000 will demonstrate how small business concerns, small disadvantaged business concerns and women-owned business concerns were solicited or provide an explanation as to why these business concerns were not considered for subcontracting opportunities.

d. Records of subcontract award data to include subcontractor's name and address, to be kept on a contract-by-contract basis.

e. Minutes of internal motivational and training meetings held for the guidance and encouragement of purchasing personnel, and records of all monitoring activities performed for compliance evaluation.

f. Copies of SF 294 and SF 295 showing date and place of filing and copies of all other reports or results of reviews conducted by the contracting agency or other interested agencies of the Federal government to monitor our compliance with this Subcontracting Plan.

12. (Name of Contractor) will submit a SF 295, Summary Subcontract Report, on Corps of Engineers projects only. The SF 295 shall be completed and distributed in accordance with the Corps of engineers Supplemental Instructions. (Name of Contractor) will not report Corps of Engineers projects through any other Agency unless authorized by the Contracting Officer.

BY: _____

Signature and Title of CEO
Company Name

Date: _____

NOTE: If this solicitation has options, the plan must contain separate goals for ***each*** option. EXAMPLE:

	<u>Dollars</u>	<u>Percentage</u>
1. Option # _____ total:	\$ _____	_____
2.		
Total to be subcontracted to all businesses:	\$ _____	_____
a. Subcontracted to Small Business:	\$ _____	_____
b. Subcontracted to Small Disadvantaged Businesses:	\$ _____	_____
c. Subcontracted to Women-Owned Small Businesses:	\$ _____	_____
d. Subcontracted to Historical Black Colleges and Minority Institutions:	\$ _____	_____



**PAST PERFORMANCE SHEET
(TO BE COMPLETED BY OFFEROR)**

1. Offeror's Name:

2. Contract Number: _____

3. Contractor: (Name, Address, Zip Code)

4. Type of Contract: Negotiated _____ Sealed Bid _____
Fixed Price _____ Cost Reimbursable _____
Hybrid (explain) _____

5. Complexity of Work: Difficult _____ Routine _____

6. Description, location & relevance of work:

7. Contract Value: \$ _____
Status: Active _____ Complete _____

8. Date of Award: _____
Completion Date (including extensions): _____

9. Type and Extent of Subcontracting:

10. Name, Address, Phone # & E-mail of the Procuring Contracting Officer and/or the Contracting Officer's Representative (COR) (Administrative Contracting Officer (ACO) and other references if applicable):

FOR OFFICIAL USE ONLY (WHEN COMPLETED)

PART III - EVALUATION OF PERFORMANCE ELEMENTS

N/A = NOT APPLICABLE O = OUTSTANDING A = ABOVE AVERAGE S = SATISFACTORY M = MARGINAL U = UNSATISFACTORY

15. QUALITY CONTROL							16. EFFECTIVENESS OF MANAGEMENT						
N/A	O	A	S	M	U		N/A	O	A	S	M	U	
a. QUALITY OF WORKMANSHIP							a. COOPERATION AND RESPONSIVENESS						
b. ADEQUACY OF THE CQC PLAN							b. MANAGEMENT OF RESOURCES/ PERSONNEL						
c. IMPLEMENTATION OF THE CQC PLAN							c. COORDINATION AND CONTROL OF SUBCONTRACTOR(S)						
d. QUALITY OF QC DOCUMENTATION							d. ADEQUACY OF SITE CLEAN-UP						
e. STORAGE OF MATERIALS							e. EFFECTIVENESS OF JOB-SITE SUPERVISION						
f. ADEQUACY OF MATERIALS							f. COMPLIANCE WITH LAWS AND REGULATIONS						
g. ADEQUACY OF SUBMITTALS							g. PROFESSIONAL CONDUCT						
h. ADEQUACY OF QC TESTING							h. REVIEW/RESOLUTION OF SUBCONTRACTOR'S ISSUES						
i. ADEQUACY OF AS-BUILTS							i. IMPLEMENTATION OF SUBCONTRACTING PLAN						
j. USE OF SPECIFIED MATERIALS													
k. IDENTIFICATION/CORRECTION OF DEFICIENT WORK IN A TIMELY MANNER													
17. TIMELY PERFORMANCE							18. COMPLIANCE WITH LABOR STANDARDS						
a. ADEQUACY OF INITIAL PROGRESS SCHEDULE							a. CORRECTION OF NOTED DEFICIENCIES						
b. ADHERENCE TO APPROVED SCHEDULE							b. PAYROLLS PROPERLY COMPLETED AND SUBMITTED						
c. RESOLUTION OF DELAYS							c. COMPLIANCE WITH LABOR LAWS AND REGULATIONS WITH SPECIFIC ATTENTION TO THE DAVIS-BACON ACT AND EEO REQUIREMENTS						
d. SUBMISSION OF REQUIRED DOCUMENTATION													
e. COMPLETION OF PUNCHLIST ITEMS							19. COMPLIANCE WITH SAFETY STANDARDS						
f. SUBMISSION OF UPDATED AND REVISED PROGRESS SCHEDULES							a. ADEQUACY OF SAFETY PLAN						
g. WARRANTY RESPONSE							b. IMPLEMENTATION OF SAFETY PLAN						
							c. CORRECTION OF NOTED DEFICIENCIES						

20. REMARKS (Explanation of unsatisfactory evaluation is required. Other comments are optional. Provide facts concerning specific events or actions to justify the evaluation. These data must be in sufficient detail to assist contracting officers in determining the contractor's responsibility. Continue on separate sheet(s), if needed.)

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

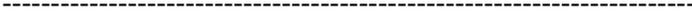
The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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



Use ball point or roller ball pens:

ESTIMATED QUANTITY:

DSQ	disqualified
WC	work complete
OS	out of scope
BR	beyond repair
DO	done by others

Application N^o 02569

FINAL QUANTITY:

Print and sign name(s):

QA Inspector: _____

Contractor Rep: _____

GPS Located: NO YES: _____

**DEPARTMENT OF THE ARMY
RIGHT-OF-ENTRY FOR TEMPORARY ROOFING/REPAIRS**

(Project, Installation or Activity)

(Street Address, Tract No., or other Property ID)

The undersigned, hereinafter called the "Owner/Agent", hereby grants to the UNITED STATES OF AMERICA, hereinafter called the "Government", right-of-entry upon the following terms and conditions:

1. The Owner/Agent hereby grants to the Government a right to enter upon the lands hereinafter described at any time within a period of _____ () _____ from the date of this instrument, in order to make temporary repairs including, but not limited to, plastic roofing.
2. The right-of-entry includes the right of ingress and egress on other lands of the Owner not described below, provided such ingress and egress is necessary and not otherwise conveniently available to the Government.
3. All tools, equipment, and other property taken upon or placed upon the property by the Government shall remain the property of the Government and may be removed by the Government at any time within a reasonable period after the expiration of this permit or right-of-entry.
4. The undersigned further agrees and warrants that it will hold and save harmless the Government of the United States, its contractors and representatives for any damage or loss of any type whatsoever, either to the above described property or persons situated thereon, and hereby releases, discharges and waives any and all actions, either legal or equitable, which the undersigned has or may have pursuant to this right-of-entry.
5. The property affected by this permit or right-of-entry is located in _____ and is described as follows: (sketch on back if necessary)

WITNESS MY HAND AND SEAL this _____ day of _____, 19 .

Owner/Agent Signature

Print Name

Mailing Address

Phone

NOTE: The intention of plastic roofing installation is to provide temporary repair, not a long term solution to a damaged roof. The plastic may NOT provide a water tight seal nor does it guarantee a habitable structure. Temporary repairs should be replaced by permanent repairs at the earliest opportunity.

Section 00110 Instructions To Offerors

1. 52.215-1 – Instructions to Offerors -- Competitive Acquisition (May 2001)

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

Discussions are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

In writing, writing, or written means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

Proposal modification is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

Proposal revision is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages

(i) addressed to the office specified in the solicitation, and

(ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show --

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)

(A) Any proposal, modification, or revision, received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and --

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile

received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall --

(1) Mark the title page with the following legend:

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

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and sub factors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government 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 sub-line 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)

2. 52.216-1 – Type of Contract (Apr 1984)

The Government contemplates award of one (1) contract for provide Temporary Roofing Repairs in response to any USACE/FEMA directed mission within the Virgin Islands under NAICS Code 23561. The contract resulting from this solicitation will consist of two phases: Phase I, a requirements portion that guarantees the first \$100,000 of contract expenditure for PRT missions to include any items selected by the Government priced according to the price schedule; and a Phase II Optional ID/IQ portion for additional repairs to be awarded by task order priced against the price schedule. The task orders, whether from Phase I or Phase II, will be firm fixed price.

(End of Provision)

3. 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.

3.1. Contractual And Technical Points Of Contact -

Contractual:

Cathy L. Vanatta

Mailing Address:

U.S. Army Corps of Engineers, Omaha District

Attn: CENWO-CT-C (C. Vanatta)

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

Omaha, NE 68102-1618

Phone: (402) 221-4239 Fax: (402) 221-4530

E-mail: Cathy.L.Vanatta@usace.army.mil

Technical:

Janelle Mavis

Mailing Address:

Phone: (402) 221-4259 Fax: (402) 221-4257

E-mail: Janelle.M.Mavis@usace.army.mil

NOTE: All questions and/or comments should reach the above referenced Contracting Office no later than ten (10) working days prior to the date set for receiving proposals in order that they may be given consideration or actions taken prior to receipt of offers.

3.2. 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.

3.3. Method Of Procurement -

3.3.1. The U.S. Army Corps of Engineers, Omaha District, intends to conduct this acquisition by use of a Competitive Source Selection Procedure under Full and Open Competition

in accordance with the provisions set forth in the Request for Proposal (RFP). From this solicitation, one (1) contract may be awarded for a Requirements Type Contract with Indefinite Delivery Type Options using Firm-Fixed Price features for temporary roofing projects located in the Virgin Islands. The contract is scheduled for one base period, from September 15, 2002 to December 1, 2003, and four (4) additional one-year options, renewable on December 1 on subsequent years thereafter. Award will be made to the offeror submitting a proposal determined to be most advantageous to the Government; price, and other factors considered. In any case, the Government may not award any contract if the resulting contract would not represent a "best value" to the Government using trade-off selection procedures as required by the DFARS using guidance as prescribed by AMC Pamphlet 715-3. It is strongly suggested that the provisions stated in the proposal information be fully studied prior to assembly of the proposal.

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

3.3.3. Proposals must set forth full, accurate, and complete information as required by this RFP, (including attachments). The penalty for making false statements is prescribed in 18 U.S.C. 1001.

3.3.4 The Government reserves the right to discuss aspects of proposals with offerors in the competitive range and to award a contract to other than the offeror submitting the lowest priced offer. Offerors are advised that the Government may make award without discussions, clarifications or any contact concerning the proposals received. Therefore, proposals should be submitted initially on the most favorable terms and price and technical standpoint. Do not assume that offerors will be contacted or afforded an opportunity to clarify, discuss, or revise their proposals.

3.4. Proposal Submittals -

Due to heightened security at Government installations, those offerors who have their proposals hand-delivered shall contact David Boganowski, at (402) 221-4268, Cathy Vanatta, Contract Specialist, at (402) 221-4239, or (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 1442, Item 13A, a Contracting representative will be in the lobby to accept proposals. At the time specified on Standard Form SF 1442, Item 13A, 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.

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

**The Packaging that contains the Proposals shall be marked:
Proposal for Solicitation DACW45-02-R-0002, DO NOT OPEN.**

4. Proposal Format -

4.1. 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 4.2. 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 offerors discretion so long as the information required by this paragraph and subsequent paragraphs are met.

(c) Table of contents and a cross-reference to the solicitation paragraphs.

(d) List of tables/figures.

(e) Volume number, section and date submitted shall appear in the bottom right corner of each page (along with the revision number for the amended page, if necessary).

4.2. Page Limitation -

The number of pages per section shown in Table 1 may be varied by the offeror to suit its needs for certain identified sections, however, the total number of pages for the proposal submitted may not exceed **one hundred twenty five (125) pages. In addition, large business is allowed up to twenty-five (25) additional pages for a total of one hundred fifty (150) pages) for the additional requirement that large business submit small business utilization information as required in this section.** These are the **maximum** limits for each proposal, depending on the size of the business. **The pages designated for small business utilization information may only be used for that Volume I, Section IV and excess pages cannot be used to present other information.** The specific information as listed in the note below will be excluded from the total number of pages.

NOTE: The items that are excluded from the page count are the Proposal Cover; the Table of Contents; and Title or Index Page.

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 00700, FAR 52.204-4 for printing/duplicating instructions.

NOTE: Double sided copies are considered as two pages.

Page limitation shall include typewritten text pages, charts, graphs, figures, diagrams, schematics, etc., aside from those items specifically stated as exempt from the page count. Outlines and other similar information documents shall be included as numbered pages - no exceptions. When included, foldout pages shall fold entirely within the volume. Each 8-1/2 inch by 11-inch section of foldout shall count as one page. The volumes are limited to single spaced typewritten pages using 10 or 12 characters per inch, 12-point proportional font or equivalent as the "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: Large businesses having proposals that exceed one hundred fifty (150) pages, or small businesses having proposals that exceed one hundred twenty five (125) pages, will have only those first pages that are within the required limits evaluated. All information appearing thereafter will not be evaluated.

NOTE: The special notation on the utilization of small business section, i.e.: large business may not utilize unused pages from this section to supplement information required for other sections. If large businesses do take advantage of unused pages from this section for other sections, the excess pages will not be evaluated. Small business will receive the highest rating for this section.

4.3. Format - The offeror shall submit **one (1) original** and five **(4) copies** of their proposal in the following format:

Table 1 - Proposal Format			
Proposal Document	Suggested Page Limit (Large/Small Business)	Required Number of Proposals	
		Original	Copies Required
Volume I, Section I: Mobilization/Strategic Management Plan	35/35	1	4
TAB 1/Deployment Plan – mobilizing to meet the mission			
TAB 2/Organizational and Managerial structure to support rapid and/or Long-term deployment			
TAB 3/Structure of the Proposed Team			
TAB 4/Corporate Safety Programs			
TAB 5/Quality Assurance/Quality Control Programs			
Volume I, Section II –Experience, Personnel, and Specialized Expertise	35/35	1	4
Tab 1/Resumes of key personnel Tab 2/Expertise in disaster response Tab 3/Expertise in roofing or roofing missions			
Volume I, Section III – Capacity	10/10	1	4
Tab 1/Demonstrated ability to respond to a disaster of varying magnitude and execute aggressive ramp-up schedules.			
Volume I, Section IV – Past Performance	40/40	1	4
Tab 1/Managerial Effectiveness in Disaster Response/Corporate Business Practices			
Tab 2/Timely Performance			
Volume I, Section V – SUBCONTRACTING Tab 1 to be completed by ALL offerors. Tabs 1, 2, & 3 to be completed by Large Businesses Only.	Tabs 2 & 3 25 pages maximum	1	4
Tab 1/Subcontracting with local entities	5/5		
Tab 2/Subcontracting Plan including Proposed Subcontracting Opportunities for designated socio-economic groups			
Tab 3/Subcontracting past performance			
Maximum Number of Pages Evaluated for Volume I	150/ 135 pages	1	4
Volume II, Section I - Contractor Information & Certifications	NC	1	1
Tab 1/SF 1442, Solicitation, Offer, and Award			
Tab 2/Representations and Certifications (Section 00600)			
Volume II, Section II – Pricing Information	NC	1	1
Tab 1/Price Schedule Section 00010			
Maximum Number of Pages Evaluated for Volume II	NC	1	1

*NC – not counted in total page limitation.

5. Volume Content –

Proposals submitted in response to this solicitation shall consist of the contents required in the sub-paragraphs described below to be rated in descending order of importance:

5.1. Volume I, Section I – Mobilization/Strategic Management Plans

5.1.1. Volume I, Section I, Tabs 1 and 2 – Deployment Plan and Organizational Plans

This portion of the proposal is a brief narrative that describes your firm's strategic ability to plan and execute a temporary roofing mission of varying magnitude. The following are suggested but not all inclusive of items that may demonstrate proficiency in this area:

Provide a corporate plan that demonstrates the firm's ability to deploy and mobilize effective teams to include the number, types of disciplines, levels of expertise of each employee that may be required to deploy in response to a disaster. Include any established corporate policies or programs that demonstrate the offeror's ability to plan, prepare, and execute the work. Offeror's are encouraged to identify when and how subcontractors will be used and how these relationships are developed. The plan might include a description on corporate policy regarding rotational assignments for employees.

5.1.2. Volume I, Section I, Tab 3 -- Organizational Structure of the Proposed Team

The organizational structure of the offeror's proposed team (all subcontractors shall be included in this organizational structure) for this contract shall be outlined through a narrative and a diagrammed organizational chart. The relationship of these capabilities to the offeror shall be described; i.e. owned, subcontracted effort, joint venture, member of consortium, etc. The corporate/organizational narrative should include a brief list of the projects, which have been executed under this organizational structure 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.

Small Businesses are encouraged to form teaming arrangements, joint ventures, or consortiums involving two or more small businesses. For consolidated acquisitions, the size standard is applied to the individual 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.

5.1.3. Volume I, Section I, Tab 4

The offeror shall provide a narrative that describes its corporate Safety Program.

5.1.3. Volume I, Section I, Tab 5

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.

5.2 Volume I, Section II –Experience, Personnel and Specialized Expertise

5.2.1 Resumes of Key Personnel, Tab 1

5.2.1.1. Key Management Personnel – The offeror shall provide the resumes of the key management personnel, which it expects will execute the work that may be awarded under this contract. The resumes should clearly display proposed job title, education, special qualifications and experience record showing title, specific duties, responsibilities and assignments within at least the last five years. The purpose of this submittal is to identify the level of expertise available for this contract. **After contract award, replacement of any key personnel shall be approved by the Contracting Officer after verifying that they meet or exceed the requirements of the solicitation. If further key management personnel are required to perform any work under this contract, the contractor will be required to submit their resumes for approval by the Contracting Officer.** The following key personnel shall be identified:

5.2.1.2. Operations Manager - The offeror shall designate one individual as the Operations Manager that will be assigned to this contract. The Operations Manager shall be competent, experienced, and knowledgeable in the field of disaster recovery operations and available by telephone 24 hours per day during hurricane season (1 June through 1 December). The Contractor shall designate an Operations Manager to act as a single point of contact (POC) for coordination with USACE. The Operations Manager shall be prepared to pre-deploy to a disaster site or participate in partnering and planning meetings as needed and requested by USACE Contracting Officer. The contractor may be notified verbally by the Contracting Officer of a forthcoming task order, to be later confirmed in writing. If required to deploy or pre-deploy to a disaster site, travel costs associated with the Operations Manager's travel will be authorized upon the award of the first task order, based on lowest available cost for airfare on the given date (coach or business class only), as well as mileage and per diem in accordance with the current Joint Travel Regulations. The Operations Manager shall be responsible for the overall management of the contract including negotiation of task orders, schedule, and technical quality. Accordingly, the Operations Manager must have the capacity and authority to act on behalf of the offeror and legally bind the contractor. The Operations Manager shall take immediate corrective action when performance is not acceptable to USACE. The Contractor shall oversee the development and implementation of necessary record keeping, administrative and quality control, and programs.

5.2.1.3. Other Key Personnel – The offeror shall provide the resumes of all other key personnel, that would be required to execute a substantial portion of the work that may be awarded under this contract. The resumes should clearly display proposed job title, education, special qualifications and experience record showing title, specific duties, responsibilities and assignments within at least the last five years. The purpose of this submittal is to identify the level of expertise available for this contract. Key personnel that result from a subcontract arrangement should be clearly annotated as such.

5.2.2. Volume I, Section II, Specialized Experience (Tabs 2 and 3)

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 this solicitation. Each project identified must include a contract number, a reference contact name, address and telephone number, as well as email address if available. The projects must have been **completed** within the last three (3) years. A **completed project** is defined as: Work performed under a "project" that is physically complete and has been accepted by the

customer. **The Government has provided a sample Previous Experience Form as provided in the Attachments Section of this solicitation for usage by the offeror.** The offeror may provide additional narrative on any or all projects provided the offeror does not exceed the page count as specified in Section 00110 paragraph 2.2. It is suggested that the offeror include their past performance information in their proposal in case one or more of the owner/client(s) does not respond with past performance information in a timely manner. The offeror should present projects which demonstrate its experience in project management and execution of disaster recovery related work, with preference given for roof replacement or roofing repairs in response to hurricanes or other natural disasters. The offeror may include both federal and commercial work. The offeror must indicate whether it was prime or subcontractor on each project. If the offeror was the prime contractor, the offeror shall also describe its primary role/duties in execution of the work (i.e. the major components of the project which were completed by the prime's staff and major components which were subcontracted out). The offeror shall also provide information on the project as to the size, complexity, and distinctive and/or unique features of the project. The offeror should provide specific information to demonstrate that it has relevant experience to all of the possible activities for this project as listed in this solicitation.

5.3 Volume I, Section III (Tab 1) Capacity

The offeror should provide details regarding the fiscal, organizational, managerial, and physical capacity of the firm to manage disasters of varying magnitudes in conjunction with normal business operations and ongoing commitments. Corporate production standards, strategic business plans for future expansion, other contractual commitments, and sales projections may be included.

5.4 Volume I, Section IV, - Past Performance

5.4.1. 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 00110, Paragraph 5.2.2 of this solicitation. The title of the project shall be consistent with the project experience description as required in Section 00110, Paragraph 5.2.2 of this solicitation.

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.

5.5 Volume I, Section V - Utilization of Small Business Concerns

5.5.1 Volume I, Section V, Tab 1 – Subcontracting with local entities

Any contract resulting from this solicitation will be subject to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (FAR 26.2). Therefore, the offeror's subcontracting efforts must identify the procedures that will be established to identify and award subcontracts to those organizations, firms, or individuals residing or doing business primarily in the affected area. All offerors must comply with this requirement.

5.5.2 Volume I, Section V, Tab 2 - Proposed Subcontracting Opportunities

Large business concerns shall also submit a narrative description of the types of services the firm proposes to subcontract with small business (SB), small disadvantaged business (SDB), woman-owned small business (WOSB), historically black colleges and universities and minority institutions (HBCU/MI), and service-disabled veteran-owned small business (SDVOSB), along with the proposed percentages of their participation, to demonstrate a plan to meet the subcontracting goals that will apply to these contracts. If practical, the offeror will provide specific information on proposed subcontracted effort for this project.

5.5.2.1. Volume I, Section V, TAB 2 - Subcontracting Plan)

If the offeror proposing on this solicitation is a large business concern, in accordance with the definition as identified in FAR Clause 52.219-1, "SMALL BUSINESS PROGRAM REPRESENTATION." (see Section 00600), the firm must submit a small business subcontracting plan in accordance with FAR Clause 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (Oct 2001). The goals established for small business, small disadvantaged business, woman-owned business, HUBZone business, Service disabled veteran-owned small business, and historically black colleges/minority institution participation are as follows:

• Small business -	61.4%
• Small Disadvantaged Business -	9.1%
• Woman-Owned Small Business -	5.0%
• HUBZone Business -	2.5%
• Service-Disabled Veteran-Owned Small Business	3.0%
• Historically Black Colleges/Minority Institutions	10.0%*

*Non-Construction Only

The offeror shall provide specific information on proposed subcontracted effort for this project. The Small Business Subcontracting Plan shall be thorough, complete, and in accordance with FAR Clause 52.219-9, as it will be incorporated into the contract upon award of the contract to the offeror. The Page Limitation for this section is 15-

pages. Pages that go unused shall not be used to supplement any other part of the offeror's proposal. Pages after page number 15 of this section will not be evaluated.

NOTE: All small business concerns as defined in the applicable FAR provisions are required only to address the information required by Tab 1.

5.5.3. Volume I, Section V, Tab 3 - Small Business Subcontracting Past Performance

Large business concerns as defined by FAR Clause 52.219-1, "SMALL BUSINESS PROGRAM REPRESENTATION" (see Section 00600), should submit their subcontracting compliance on previous projects identified under the Previous Experience paragraphs. As a minimum, the offeror shall provide past performance information on at least two (2) recent (within the last 7 years) contracts and no more than five (5) recent (within the last 7 years) contracts, which required an approved subcontracting plan and are physically complete. This description shall include as a minimum: the project name; the contract number; the amount of the contract; the Governmental agency that administered the plan and a point of contact with their telephone number, fax number and email address, if available; a point of contact from the firm which administers the plan internally with their telephone number, fax number and email address, if available; the individual responsible for the administration of the subcontracting plan with their address, phone number, fax and email address, if available; the proposed goal percentages for each member of the Small Business Community (small business (SB), small disadvantaged business (SDB), woman-owned small business (WOSB), historically black colleges and universities and minority institutions (HBCU/MI), and service-disabled veteran-owned small business (SDVOSB)), along with the actual percentages reached on each project; and any letters/memorandums that document or record subcontracting performance, compliance or surveillance visits. This requirement may be supported by using copies of the U.S. Government Standard Form 294, filled out completely.

5.6. Volume II, Section I - Contractor Information And Certifications

5.6.1. Volume II, Section I, Tab 1 – SF1442, Solicitation, Offer, and Award

The offeror shall fill out in its entirety all of SF1442 that applies to the offeror and it shall be signed and dated by an official that is able to legally bind the company.

5.6.2. Volume II, Section I, Tab 2 - Representations and Certifications (Section 00600)

The offeror shall fill out in its entirety all of Section 00600 that applies to the offeror. The offeror's responsibility will be reviewed in accordance with FAR Part 9.

5.6.3. Volume II, Section II – Price Information

The offeror shall fill out in its entirety Section 00010, Pricing Schedule. Prices stated must be inclusive of all overhead, markups, profit, labor, equipment and supplies for the items identified based on the performance period and the event size. For pricing purposes, a small event shall be defined as a disaster that a magnitude of roof repairs estimated between \$100,000 to \$5,000,000; a medium event shall be defined as a disaster that involves magnitude of roof repairs estimated between \$5,000,000 - \$25,000,000; and a large event shall be defined as a disaster that involves a magnitude of roof repairs estimated between \$25,000,000 and \$50,000,000. Offerors are encouraged to consider reasonable escalation rates for out-years of performance that

would account for wage increases, benefit increases, and general cost of living increases. Pricing must be included for each line item.

6. CENTRAL CONTRACTOR REGISTRATION (CCR)

ALL CONTRACTORS DOING BUSINESS WITH THE DEPARTMENT OF DEFENSE ARE REQUIRED TO BE REGISTERED WITH THE CENTRAL CONTRACTOR REGISTRY. By submission of an offer, the offeror acknowledges the requirement. Do **NOT** wait to complete this registration process. Lack of registration in the CCR database will make an offeror ineligible for contract award. Register one of two ways:

INTERNET: <http://www.ccr.gov>

Fax or Mail: Call (888)227-2423 or (616)961-4725 to receive a registration package. Fax or mail the completed information to the CCR Assistance Center. It can take up to 30 days to process a faxed or mailed application package.

CCR Assistance Center
74 Washington Street North, Suite 7
Battle Creek, MI 49017-3084

Fax number: (616)961-7243

7. 52.236-28 -- Preparation of Proposals -- Construction (Oct 1997)

(a) Proposals must be

(1) submitted on the forms furnished by the Government or on copies of those forms, and

(2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including --

(1) Lump sum price;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words "no proposal" in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

(End of Provision)

(End of Section 00110)

Section 00120 Evaluation Factors For Award

1. SOURCE SELECTION EVALUATION BOARD (SSEB) –

1.1. A Source Selection Evaluation Board (SSEB) will be established to conduct the evaluation of proposals received in response to this solicitation. The evaluation will be based on the content of the proposal and any subsequent discussions required, as well as information obtained from other sources, e.g. past performance information. The SSEB will not consider any information or data incorporated by reference or otherwise referred to. The identities of the SSEB personnel are confidential, and any attempt by the offerors to contact these individuals is prohibited.

1.2. The SSEB will evaluate the proposals submitted and assign a consensus rating for each proposal. Cost information will then be considered on a subjective basis and an overall ranking for each proposal will be established.

2. SOURCE SELECTION

All offers received in response to this solicitation will be evaluated in accordance with the requirements of Sections "00110", "00120", and the Source Selection Plan. The principal objective of the evaluation process is to make award of one (1) contract to the responsible offeror whose proposal is determined to be the "best value" to the Government, price and other factors considered on a full and open competition basis. Should the Government determine that the award of a contract is not in the best interest of the Government, the contract award will not take place. A competitive range determination, if necessary, will be determined from the information submitted in the proposals. 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. Notations of weak or unacceptable areas as well as any defects or strong features contained within the proposal will be utilized for development of subjects for discussion and debriefings shall be annotated in the comment sections of the Proposal Evaluation Worksheet. If during evaluation of those proposals by the SSEB, an offer is determined to have a critical defect, that defect will be brought to the immediate attention of the Chairperson. The Chairperson, in conjunction with advice from Office of Counsel and Contracting, will confirm the presence of the critical defect. Any proposal being evaluated, determined to have a critical defect will not be evaluated further. The offer having the critical defect will be forwarded to the SSA and Contracting Officer for review and a determination of elimination from further evaluation and consideration as appropriate.

If determined by the SSA and the Contracting Officer, with the advice of Office of Counsel and contracting advisors, that the offer has a critical defect, the offer will be rejected and the offeror notified of their proposal having a critical defect as soon as practicable. That offeror will then be eliminated from the selection process. ***A "Critical Defect" is defined as a defect that cannot be remedied without a revision or rewrite of the proposal.***

The SSEB will rate each proposal, evaluating each item 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 using “trade-off” techniques. The subjective evaluation will consist of cost analysis performed for the purpose of determining the reasonableness, realism of the price information, and affordability to assist the Government in determining if the offeror has a clear understanding of the work requirements.

3.2. SSO Evaluation - The Source Selection Official will take the information provided for each offeror, review the SSEB process and ratings and in conjunction with the Contracting Officer, make a determination of Competitive Range if determined to be necessary. A “Competitive Range” is a subjective determination of that range of ratings and cost information which has the best potential for being selected for award and offers best value to the Government. The SSEB will attempt to include in the Competitive Range only those offeror’s that have the best chance of being considered for award.

4. Evaluation Criteria -

As established in Sections 00110 and 00120 of the solicitation, the following criteria will form the basis of proposal evaluation. The Technical criterion (Volume I) are listed in descending order of importance below. The Cost/Price portion of the proposal will be evaluated separately in accordance with Paragraph 4.3.

VOLUME I – EVALUATION CRITERIA
<p><u>Volume I, Section I: Mobilization/Strategic Management Plans</u></p> <ul style="list-style-type: none"> • Tab 1/Deployment Plan – mobilizing to meet the mission • Tab 2/Organizational Structure of Proposed Team • Tab 3/Corporate Safety Programs • Tab 4/Quality Assurance/Quality Control Programs
<p><u>Volume I, Section II: Experience, Personnel and Specialized Expertise</u></p> <ul style="list-style-type: none"> • Tab 1/Resumes of Key Personnel for this proposed contract • Tab 2/Expertise in disaster response • Tab 3/Expertise in roofing or roofing missions
<p><u>Volume I, Section III: Capacity</u></p> <ul style="list-style-type: none"> • Tab 1/Resources and ability to respond to a disaster of varying magnitudes and execute an aggressive ramp-up/completion schedule

Volume I, Section IV: Past Performance

- Tab 1/Managerial Effectiveness in Disaster Response/Corporate Business Practices
- Tab 2/Timely Performance

Volume I, Section V: SUBCONTRACTING

- Tab 1/Subcontracting with local entities

FOR LARGE BUSINESS OFFERORS ONLY:

- Tab 2/Subcontracting Plan including Proposed Subcontracting Opportunities for designated socio-economic groups
- **Tab 3/Subcontracting Plan past performance**

Note: The Maximum Number of Pages for Section IV:

- **Large Business – 25 Pages (Tabs 1 & 2 Combined shall use no more than 10 Pages and Tab 3 shall use no more than 15 Pages.)**

Small Business – 2 Pages (Small Business is required to submit only Tab 1 for this section)

NOTE: The Offeror/Large Business shall not utilize unused pages from this section to supplement other technical sections. If they choose to submit excess pages, the excess pages will not be evaluated by the SSEB.

VOLUME II – EVALUATION CRITERIA

Volume II, Section I: Contractor Information & Certifications

- Tab 1/SF 1442, Solicitation, Offer, and Award
- Tab 2/Representations and Certifications (Section 00600)

Volume II, Section II: Pricing Schedule

- Tab 1/Supplies or Services and Prices/Costs (Section 00010)

4.1. Technical merit shall be evaluated for each major factor and sub factor contained in Volume I, except for the Past Performance evaluations as found in Volume I, Section IV and Volume I, Section V, Tab 3, Subcontracting Plan Past Performance. Technical merit, which reflect the Government's confidence in each offeror's ability, as demonstrated in its proposal, to perform the requirements stated in the RFP, shall be evaluated based on the following:

(i) Outstanding: 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) Above Average: 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 IV and Volume I, Section V, Tab 3, Subcontracting Plan Past Performance. 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. Offerors that have no relevant performance record will be given a neutral rating for these factors. The rating criteria are as follows:

(i) Very Low Risk: Offeror's past performance record provides essentially no doubt that the offeror will successfully perform any required effort.

(ii) Low Risk: Offeror's past performance record provides little doubt that the offeror will successfully perform any required effort.

(iii) Moderate Risk: Offeror's past performance record provides some doubt that the offeror will successfully perform any required effort.

(iv) High Risk: Offeror's past performance record provides substantial doubt that the offeror will successfully perform any required effort.

(v) Very High Risk: Offeror's past performance record provides extreme doubt that the offeror will successfully perform any required effort.

(vi) Unknown Risk: The offeror has no relevant performance record. A thorough search was unable to identify any past performance information.

4.3. The cost/price portion of the proposal for evaluation will be subjectively evaluated allowing for a "best value" analysis of the proposal as a whole using a trade-off process. All evaluation factors other than cost or price, when combined, are significantly more important than cost or price.

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

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

4.6. Voting members shall also make notations supporting excellent, good, satisfactory, marginal, or unsatisfactory ratings for factors and sub factors of the proposals and notations supporting past performance risk ratings. The comments shall be used for substantiation of their consensus evaluation, the development of subjects for clarifications, communications, exchanges, and discussions

with offerors determined to be in competitive range, and in the debriefing of unsuccessful offerors, if required. The SSEB may attach additional comment sheets to the evaluation sheets, if necessary.

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

5. Sub Factor Evaluation Criteria

The Government will evaluate the information submitted in accordance with Section 00120 of the RFP and the Source Selection Plan. The Government will use the criteria evaluation system established in Section 00110 of the Source Selection Plan.

5.1.1 Volume I, Section I, Tab 1 – Mobilization Plan

The Government will evaluate this portion of the proposal based on the requirements set forth as specified in Section 00110. The Government places a higher value on an established mobilization plan, to include considerations for rapid deployment such as work permits, immunizations, and mobility agreements by key employees. The Government places a higher value on established compensation plans for extended deployment periods. The Government places a higher value on consideration of an established rotational assignment system and well-planned transition when a rotation is deemed necessary. The Government places a higher value on experience and consideration given to making travel arrangements in other than optimal travel situations, long-term employee deployment compensation/reimbursement policies such as corporate travel cards or interim travel vouchers, staffing plans, key personnel availability, backup plans, and deployment preparedness.

Established invoice tracking mechanisms, and processes for accurate estimating procedures would be considered highly valued. Consideration for staffing and oversight to reach ramp-up schedules for each size of event is encouraged. The Government places a higher value on existing plans that provide continuity and efficiency in the field, yet account for optimal safety conscious work environments.

5.1.3 Volume I, Section I, Tab 2 - Organizational Structure of the Proposed Team

The Government places a higher value on an organizational structure, which has demonstrated efficiency in day-to-day operations by exceeding contract milestone schedules, quicker resolution of problems, clear roles and responsibilities, excellent communication networks, and identifies how safety throughout the organization will be addressed. The Government places a higher value on successful organizational relationships, which have been used on other projects. The Government places a higher value on successful organizational structures, which demonstrate tangible benefits resulting in greater customer satisfaction. The Government places a higher value on proposals that provide a description of the relationship/contractual agreements with the proposed subcontractors.

5.1.4 Volume I, Section I, Tab 3 – Safety 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 higher value on no accidents or near misses within the last three years.

5.1.5 Volume I, Section I, Tab 4 -- Program & Corporate Business Practices

The Government will evaluate this portion of the proposal based on the requirements set forth as specified in Section 00110. 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.

5.2 Volume I, Section II – Experience, Personnel, and Specialized Expertise

5.2.1 Volume I, Section I, Tab 1 - Resumes of Key Personnel for This Contract

The Government will evaluate this portion of the proposal based on the requirements set forth as specified in Section 00110. 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 places the highest value on those personnel that are familiar with the geographic locality, political structures, influences and cultural traditions.

5.2.2 Volume I, Section I, Tabs 2 & 3 – Summary of Previous Experience – Disaster Response and Roofing

The contractor's previous experience will be examined for breadth and depth. The Government places value on demonstrated field activities experience, construction, overall planning, management and organizational capabilities during quick response, high stress, or disaster related situations. The Government places a higher value on projects that employed massive quantities of roofing repairs. The Government places a higher value on projects that implemented efficiency processes to cut response, deployment, or performance 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 served as the prime contractor. The Government places a higher value on larger projects and projects that involve multiple sites, often remote. The Government places a higher value on more complex, yet successful projects. The Government places a higher value on projects, which included a favorable partnering with stakeholders to achieve uncommon results. Finally, the Government places a higher value on projects, which were completed on time, within budget, and meets the project objectives.

5.3 Volume I, Section III – Capacity

The Government will consider the fiscal, organizational, managerial, and physical capacity of the firm to manage disasters of varying magnitudes in conjunction with normal business operations and ongoing commitments. Preference is given to firms with a diverse business base and a history of effective growth planning.

5.4 Volume I, Section IV - Past Performance

5.4.1. Volume I, Section IV, Tabs 1 and 2 - Past Performance Project Narrative With Points of Contact

The Government will focus on areas covered in the requirements of this proposal including records of conforming to contract specifications, standards of workmanship, adherence

to contract schedules, history of reasonable and cooperative behavior with regulators and other stakeholders, and commitment to customer satisfaction. The Government also places a higher value on projects, which document successful outcomes and are supported by outside source confirmation (e.g. Past Performance Reports 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 rating.

5.5. Volume I, Section V – Subcontracting

5.5.1 Volume I, Section V, Tab 1 – Subcontracting with local entities

The Government will evaluate this portion of the proposal based on the requirement set forth in Section 00110, and as identified in the Robert T. Stafford Disaster Relief and Emergency Assistance Act. The Government places a higher value on established relationships that would provide maximum subcontracting opportunities for local organizations, firms, and individuals in the disaster location.

5.5.2. Volume I Section V, Tab 2 – Proposed Subcontracting Opportunities

The Government places a higher value on a proposed subcontracting plan that exceeds the goals established in Section 00110 of this solicitation. The Government also places a higher value on plans, which are more specific in nature as to the proposed subcontracting opportunities for Small Business Community (small business (SB), small disadvantaged business (SDB), woman-owned small business (WOSB), historically black colleges and universities and minority institutions (HBCU/MI), and service-disabled veteran-owned small business (SDVOSB). The Government will not award a contract without an approved subcontracting plan.

5.5.2.a Volume I Section V, Tab 2 –Subcontracting Plan

The Government will evaluate this Subcontracting Plan in accordance with AFARS Appendix DD - Subcontracting Plan Evaluation Guide - dated 01 June 1996. The Government will not award a contract without an approved subcontracting plan.

5.5.3. Volume I, Section V, Tab 3 –Subcontracting Plans Past Performance

The Government will evaluate the offeror's utilization of Small Business Community (small business (SB), small disadvantaged business (SDB), woman-owned small business (WOSB), historically black colleges and universities and minority institutions (HBCU/MI), and service-disabled veteran-owned small business (SDVOSB) in past contracts. The Government places a higher value on offerors that met or exceeded contract goals on previous contracts. 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, the offeror will be given a neutral rating.

5.6. Volume II, Section I – Contractor Information and Certification

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

5.6.1. Volume II, Section I, Tab 1 – SF1442, Solicitation, Offer, and Award

This tab will not be evaluated. The SF1442 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 or Block 19 of SF1442.

5.6.2. Volume II, Section I, Tab 2 - Representations and Certifications (Section 00600)

This tab will not be evaluated, however the offeror shall fill out completely all representations and certifications in Section 00600 of this solicitation. This tab will be reviewed for completeness.

5.7. Volume II, Section II – Price Schedule

5.7.2. Volume II, Section II, Tab 1 – Price Schedule

The offeror shall fill out in its entirety all of Section 00010, Price Schedule. Prices must be entered for each line item. The information provided by the offeror will be subjectively evaluated based on the total for base period and all options to determine the overall best value to the Government. In order to afford maximum opportunity to local contractors, a 10% evaluation preference will be applied for evaluation purposes only. Since this is a best value source selection, this preference does not guarantee that local concerns will be successful.

6. Importance of Volumes

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

7. Proposal Revisions

At the conclusion of discussions, if required, each offeror still in the competitive range shall be given an opportunity to submit a Final Revised Proposal (See Paragraph 11.1). These proposal revisions shall be received, in writing, at a time and place established by the Contracting Officer.

8. SSEB Evaluation Report

The final SSEB evaluation report will be prepared and briefed to the Source Selection Official (SSO) and the Contracting Officer. This report will include the final consensus rating for each criterion of each offer and documented facts and findings, which support the SSEB recommendation. The report will include an assessment of each offeror's ability to accomplish the requirement. Upon completion of the Final Source Selection Evaluation Board Report, the Chairperson will ensure that SSEB members prepare

a detailed lessons-learned report prior to departing. The Chairperson of the SSEB will brief the Final SSEB Evaluation Report to the SSO.

9. Final Ranking

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

10. Selection Procedure

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

11. Award of Contract

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

11.2. The Government intends to award one (1) contract, not to exceed a total amount of \$100,000 for Phase I (Requirements Portion); and a not to exceed total amount of \$49,900,000 for the Option Phase II (ID/IQ Portion), if exercised, resulting from this solicitation to the responsible offeror whose offer conforms to the solicitation criteria established in Section L, M, and the Source Selection Plan, and is considered most advantageous to the Government, price and other factors considered. The performance period of the contract shall be a basic period (from 9/15/02 – 12/01/03) with four (4) one-year option periods. Should the option for Phase II (ID/IQ Portion) be exercised, a minimum guarantee of \$98,800 will be awarded if exercised during the base period, or \$49,900 if exercised during one of the option periods.

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

12. Debriefing

12.1. The debriefing of all offerors, successful or unsuccessful, will be conducted in accordance with FAR 15.505 – Pre-award Debriefing of Offerors or FAR 15.506 – Post-award Debriefing Offerors. To the maximum extent practicable, debriefings should occur within five days after receipt of the written request. "Day" for the purposes of debriefing means calendar day, except that the period will run until a day which is not a Saturday, Sunday, or Legal Holiday. A summary of the debriefing shall be included in the official contract file. **Offerors shall be permitted only one (1) debriefing.**

12.1.1. In accordance with FAR 15.505 – Pre-award Debriefing of Offerors - Offerors excluded from the competitive range or otherwise excluded from the competition before award, may have a pre-award debriefing, upon written request for debriefing to the contracting officer within three days after receipt of notice of exclusion from the competition.

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

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

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

12.1.2.3. 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.

12.1.3. The pre-award debriefings shall not disclose

12.1.3.1. The number of offerors;

12.1.3.2. The identity of other offerors;

12.1.3.3. The content of other offerors proposals;

12.1.3.4. The ranking of other offerors;

12.1.3.5. The evaluation of other offerors;

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

12.2. In accordance with FAR 15.506 – Post-award Debriefing of Offerors - Offerors, upon written request received by the contracting officer within three days after receipt if notification of contract award, shall be debriefed and furnished the basis for the selection decision and contract award.

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

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

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

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

12.3.4. A summary of the rationale for award;

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

12.4. The debriefings shall not:

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

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

12.4.2.1. Trade Secrets

12.4.2.2. Privileged or Confidential manufacturing processes or techniques;

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

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

12.5. 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.

13. 52.217-5 – Evaluation of Options (Jul 1990)

Except when it is determined in accordance with FAR 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)

(End of Section 00120)

SECTION 00600

1. 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 ventures. A contract with joint ventures 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)

252.209-7001 – Disclosure of Ownership or Control by a Foreign Government that Supports Terrorism (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)

52.219-1 II – Small Business Program Representations (May 2001) – Alternate II (Oct 2000)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 235610.

(2) The small business size standard is \$12 million.

(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)

52.219-19 – Small Business Concern Representation for the Small Business Competitiveness Demonstration Program (Oct 2000)

(a) Definition. "Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

(b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] The Offeror [] is, [] is not an emerging small business.

(c) [Complete only if the Offeror is a small business or an emerging small business, indicating its size range.] Offeror's number of employees for the past 12 months [check this column if size standard stated in solicitation is expressed in terms of number of employees] or Offeror's average annual gross

revenue for the last 3 fiscal years [check this column if size standard stated in solicitation is expressed in terms of annual receipts]. [Check one of the following.]

No. of Employees Avg.	Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 – 100	<input type="checkbox"/> \$1,000,001 -- \$2 million
<input type="checkbox"/> 101 – 250	<input type="checkbox"/> \$2,000,001 -- \$3.5 million
<input type="checkbox"/> 251 – 500	<input type="checkbox"/> \$3,500,001 -- \$5 million
<input type="checkbox"/> 501 – 750	<input type="checkbox"/> \$5,000,001 -- \$10 million
<input type="checkbox"/> 751 -- 1,000	<input type="checkbox"/> \$10,000,001 -- \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(End of Provision)

52.219-22 – Small Disadvantaged Business Status (Oct 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either --

(i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

(ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation

in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of Provision)

52.222-21 – Certification of Nonsegregated Facilities (Feb 1999)

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)

52.223-4 – Recovered Material Certification (Oct 1997)

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 (May 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)

NOTICE OF PRICE EVALUATION ADJUSTMENT FOR LOCAL CONCERNS -- PUERTO RICO, VIRGIN ISLANDS, and the Hawaiian Islands

(a) Each offeror offering to perform work in Puerto Rico, the Virgin Islands or the Hawaiian Islands must complete the representation included in this paragraph.

(b) Definitions. As used in this paragraph --

"Local concern," as used in this contract, means a concern, including its affiliates, that does at least 51 percent of its business in the affected area. Joint ventures are permitted, provided that they meet the definition given below. The offeror's representation notwithstanding, the Government reserves the right to request additional information to confirm the offeror's status.

"Joint-Venture," as used in this paragraph means two or more concerns forming an association to engage in and carry out a single, specific business venture for joint profit. In order to qualify as a local concern, the joint venture must include at least one local concern, as defined above, and the local concern must be the managing venturer of the joint venture. When a corporation is participating in the joint venture, the corporation shall provide evidence that it is authorized to participate in the joint venture (see FAR 4.102(d)).

(c) Evaluation adjustment. Offers will be evaluated by adding a factor of ten percent to the price of all offers, except offers from local concerns. The factor shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than 10 percent.

(d) Agreements. A local concern agrees that in performance of the contract, in the case of a contract for--

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(e) Representation. The offeror represents as part of its offer that it (___) is (___) is not a local concern of _____. Further, if the offeror represents that it is a local concern, the offeror agrees to comply with the agreements given in subparagraph (d) above.

(End of paragraph 999.226-4000)

(End of Section 00600)

Section 00700 – Contract Clauses and Provisions

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

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

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

(End of Provision)

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 (August 2000)

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

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

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

(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 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)

**252.209-7003 – Compliance with Veterans' Employment Reporting Requirements
(MAR 1998)**

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., the VETS-100 report required by Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has submitted the most recent report required by 38 U.S.C. 4212(d).

(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)**

52.211-5 – Material Requirements (August 2000)

52.211-12 – Liquidated Damages – Construction (9/2000)

- (a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amounts stated in the contract, based on the projected "ramp-up" schedule percentages for each calendar day of delay until the work is completed or accepted.**
- (b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination Clause.**

52.211-13 – Time Extensions (Sept 2000)

52.211-18 – Variation in Estimated Quantity (Apr 1984)

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgment of the Contracting Officer, is justified.

(End of Clause)

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)

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

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

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

The following provision applies to Phase I, Requirements Portion of the Contract –

52.216-21 – Requirements (Oct 1995)

The following provisions apply to Optional Phase II, ID/IQ Portion of the Contract --

52.216-19 – Order Limitations (Oct 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$100,000, the Government is not obligated to purchase, honor is the contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor –
 - (1) Any order for a single item in excess of \$30,000,000;
 - (2) Any order for a combination of items in excess of \$49,900,000;
 - Or (3) A series of orders from the same ordering office within 2 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulations (FAR)), the Government is not required to order a part of any one requirement from the contractor if that requirement exceeds the maximum order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 4 hours, not days after issuance, with written notice stating the contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

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)

52.217-7 – Option for Increased Quantity -- Separately Priced Line Item (Mar 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(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 the end of the contract period; provided, that the Government shall give 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 provision.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years, 2 months, and 15 days.

252.219-7003 – Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (Apr 1996)

This clause supplements the Federal Acquisition Regulation 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, clause of this contract.

(a) Definitions.

"Historically black colleges and universities," as used in this clause, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institutions," as used in this clause, means institutions meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C.1135d-5(3)). The term also includes Hispanic-serving institutions as defined in Section 316(b)(1) of such Act (20 U.S.C.1059c(b)(1)).

(b) Except for company or division-wide commercial items subcontracting plans, the term "small disadvantaged business," when used in the FAR 52.219-9 clause, includes historically black colleges and universities and minority institutions, in addition to small disadvantaged business concerns.

(c) Work under the contract or its subcontracts shall be credited toward meeting the small disadvantaged business concern goal required by paragraph (d) of the FAR 52.219-9 clause when:

(1) It is performed on Indian lands or in joint venture with an Indian tribe or a tribally-owned corporation, and

(2) It meets the requirements of 10 U.S.C.2323a.

(d) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C.46-48), may be counted toward the Contractor's small business subcontracting goal.

(e) A mentor firm, under the Pilot Mentor-Protege Program established under Section 831 of Pub.L.101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded --

(1) Protege firms which are qualified organizations employing the severely handicapped; and

(2) Former protege firms that meet the criteria in Section 831(g)(4) of Pub.L.101-510.

(f) The master plan approval referred to in paragraph (f) of the FAR 52.219-9 clause is approval by the Contractor's cognizant contract administration activity.

(g) In those subcontracting plans which specifically identify small, small disadvantaged, and women-owned small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small, small disadvantaged, or women-owned small businesses for the firms listed in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

(End of Clause)

**252.219-7004 – Small, Small Disadvantaged and Women-Owned Small Business
Subcontracting Plan (Test Program) (JUN 1997)**

(a) Definition. "Subcontract," as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(b) The Offeror's comprehensive small business subcontracting plan and its successors, which are authorized by and approved under the test program of Section 834 of Pub. L. 101-189, as amended, shall be included in and made a part of the resultant contract. Upon expulsion from the test program or expiration of the test program, the Contractor shall negotiate an individual subcontracting plan for all future contracts that meet the requirements of Section 211 of Pub. L. 95-507.

(c) The Contractor shall submit Standard Form (SF) 295, Summary Subcontract Report, in accordance with the instructions on the form, except-

(1) One copy of the SF 295 and attachments shall be submitted to Director, Small and Disadvantaged Business Utilization, Office of the Deputy Under Secretary of Defense (International and Commercial Programs), 3061 Defense Pentagon, Room 2A338, Washington, DC 20301-3061; and

(2) Item 14, Remarks, shall be completed to include semi-annual cumulative-

(i) Small business, small disadvantaged business, and women-owned small business goals; and

(ii) Small business and small disadvantaged business goals, actual accomplishments, and percentages for each of the two designated industry categories.

(d) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract.

(End of clause)

***52.219-4 – Notice of Price Evaluation Preference for HUBZone Small Business Concerns
(Jan 1999)***

52.219-8 – Utilization of Small Business Concerns (Oct 2000)

52.219-9 – Small Business Subcontracting Plan (Oct 2001)

52.219-16 – Liquidated Damages -- Subcontracting Plan (Jan 1999)

52.219-4001 Retainage for Failure to Comply with Subcontracting Plan Reporting Requirements

- (a) This paragraph is enforced in conjunction with FAR52.219-16, Liquidated Damages – Small Business Subcontracting Plan.
- (b) Should the Contractor fail to submit SF 294 and/or SF 295 reports in a timely manner, the Government will consider this failure as evidence of possible failure to make a good faith effort to achieve goals contained in the Contractor's subcontracting plan. In order to protect the Government's ability to assess liquidated damages in the event that the contractor does fail to meet the goals and such failure results from a lack of good faith effort, the Contracting Officer will retain from progress payments an amount deemed sufficient to

satisfy the Contractor's liability. The amount of the retainage will be determined in accordance with the following formula:

Total dollar amount proposed for subcontracting to small business multiplied by the percentage of actual progress on the contract, up to a maximum of 10% of the progress payment, will be withheld from the next progress payment that is due after the Contractor's failure to submit a required report. If one or more reports have been submitted before a failure to submit a required report, this formula will be adjusted by deducting any amounts reported as subcontracted to small business from the total dollar amount proposed to be subcontracted. For example:

Example 1 (no previous reports submitted)

Total proposed Subcontracting	\$500,000	Current Progress Payment	\$100,000
Percentage of work Completed	X .10	Maximum Retainage Percentage	X .10
Retainage	\$50,000	Retainage	\$10,000

Example 2 (previous reports submitted)

Total proposed Subcontracting	\$500,000	Current Progress Payment	\$100,000
Subcontracting Previously reported	- \$100,000	Maximum Retainage Percentage	X .10
Percentage of work Completed	X .10	Retainage	\$10,000
Retainage	\$40,000		

Maximum that can be retained is \$10,000.

- (c.) Contracting Officer's Representative (COR). In addition to any other COR appointments that may be made under this contract, Deputies for Small Business may be delegated COR authority for matters relating to enforcement of the Small, Small Disadvantaged and Women-owned Small Business Subcontracting Plan clause of this contract. In this regard, the Deputy for Small Business is authorized to conduct reviews of the Contractor's records; correspond with the Contractor (verbally and in writing); and in accordance with subparagraph (b) above, authorize the retainage for failure to achieve goals.

52.219-23 – Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (May 2001)

52.222-1 – Notice to the Government of Labor Disputes (Feb 1997)

52.222-3 – Convict Labor (Aug. 1996)

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

52.222-20 – Walsh-Healey Public Contracts Act (Dec 1996)

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

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

52.222-26 – Equal Opportunity (Feb 1999)

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

52.222-35 – Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (Dec 2001)

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

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

52.222-38 – Compliance with Veterans' Employment Reporting Requirements (Dec 2001)

252.223-7001 – Hazard Warning Labels (Dec 1991)

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

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

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

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

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

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall

submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

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

(End of Clause)

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)

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

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

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

52.223-10 – Waste Reduction Program (August 2000)

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

52.225-9 – Buy American Act – Balance of Payments Program – Construction Materials (Feb 2002)

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
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(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)
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(End of provision)

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)

52.225-10 – Notice of Buy American Act/Balance of Payments Program Requirement – Construction Materials (Feb 2002)

52.225-11 – Buy American Act -- Balance of Payments Program -- Construction Materials Under Trade Agreements (Feb 2000)

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

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

252.226-7001 -- Utilization of Indian Organizations and Indian-Owned Economic Enterprises-DoD Contracts (Sep 2001)

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

"Indian" means any person who is a member of any Indian tribe, band, group, pueblo, or community that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C.1452(c) and any "Native" as defined in the Alaska Native Claims Settlement Act (43 U.S.C.1601).

"Indian organization" means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C. Chapter 17.

"Indian-owned economic enterprise" means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitutes not less than 51 percent of the enterprise.

"Indian tribe" means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C.1452 (c).

"Interested party" means a contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

(b) The Contract shall use its best efforts to give Indian organizations and Indian-owned economic enterprises the maximum practicable opportunity to participate in the subcontracts it awards, to the fullest extent consistent with efficient performance of the contract.

(c) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization or Indian-owned economic enterprise as to its eligibility,

unless and interested party challenges its status or the Contracting Officer has independent reason to question that status.

(d) In the event of a challenge to the representation of a subcontractor, the Contracting Officer will refer the matter to the U.S. Department of the Interior, Bureau of Indian Affairs, Attn: Chief, Division of Contracting and Grants Administration, 1849 C Street NW, MS-2626-MIB, Washington, DC 20240-4000. The BIA will determine the eligibility and will notify the Contracting Officer. No incentive payment will be made --

- (1) Within 59 working days of subcontract award;
- (2) While a challenge is pending; or
- (3) If a subcontractor is determined to be an ineligible participant.

(e)

(1) The Contractor, on its own behalf or on behalf of a subcontractor at any tier, may request an adjustment under the Indian Incentive Program to the following:

- (i) The estimated cost of cost-type contract.
- (ii) The target cost of a cost-plus-incentive-fee contract.
- (iii) The target cost and ceiling price of a fixed-price incentive contract.
- (iv) The price of a firm-fixed-price contract.

(2) The amount of the adjustment that may be made to the contract is 5 percent of the estimated cost, target cost, or firm-fixed price included in the subcontract initially awarded to the Indian organization or Indian-owned economic enterprise.

(3) The Contractor has the burden of proving the amount claimed and must assert its request for an adjustment prior to completion of contract performance.

(4) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the amount paid to the subcontractor.

(5) If the Contractor requests and receives an adjustment on behalf of a subcontractor, the Contractor is obligated to pay the subcontractor the adjustment.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts that --

- (1) Are for other than commercial items; and
- (2) Are expected to exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

(End of Clause)

52.227-1 – Authorization and Consent (Jul 1995)

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

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

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)

52.228-1 -- Bid Guarantee (Sep 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds --

(1) To unsuccessful bidders as soon as practicable after the opening of bids; and

(2) To the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be \$100,000.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of Provision)

52.228-15 -- Performance and Payment Bonds -- Construction (July 2000)

(a) *Definitions.* As used in this clause -- Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total 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) *Amount of required bonds.* Unless the resulting contract price is \$100,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) *Performance bonds (Standard Form 25).* The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) *Payment Bonds (Standard Form 25-A).* The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) *Additional bond protection.*

(i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) *Furnishing executed bonds.* The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) *Surety or other security for bonds.* 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.

(e) *Notice of subcontractor waiver of protection (40 U.S.C.270b(c)).* Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of Clause)

- 52.229-1 – State and Local Taxes (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)**
- 52.232-5 – Payments under Fixed-Price Construction Contracts (May 1997)**
- 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)**
- 52.232-17 – Interest (Jun 1996)**
- 52.232-23 – Assignment of Claims (Jan 1986)**
- 52.232-27 – Prompt payment for construction contracts (Feb 2002)**
- 52.232-33 – Payment by Electronic Funds Transfer -- Central Contractor Registration (May 1999)**
- 52.233-1 I – Disputes (Dec 1998) – Alternate I (Dec 1991)**
- 52.233-3 – Protest After Award (Aug. 1996)**
- 252.236-7000 – Modification Proposals--Price Breakdown (DEC 1991)**

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

(b) The price breakdown-

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

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

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

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

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

(End of clause)

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

52.236-2 – Differing Site Conditions (Apr 1984)

52.236-5 – Material and Workmanship (Apr 1984)

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

52.236-7 – Permits and Responsibilities (Nov 1991)

52.236-8 – Other Contracts (Apr 1984)

52.236-9 – Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (Apr 1984)

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

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

52.236-12 – Cleaning Up (Apr 1984)

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

52.236-17 – Layout of Work (Apr 1984)

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

52.236-26 – Preconstruction Conference (Feb 1995)

52.242-13 – Bankruptcy (Jul 1995)

52.242-4001 English Speaking Representative

The contractor shall have a representative present at each site with the capability of receiving instructions in the English language, fluently speaking the English language, and explaining the work operations to persons performing the work in the language that those performing the work are capable of understanding. The Contracting Officer shall have the right to determine whether the proposed representative has sufficient technical and bilingual capabilities to meet this criteria. The contractor will immediately replace any individual not meeting minimum communication needs as determined by the Contracting Officer.

52.242-14 – Suspension of Work (Apr 1984)

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

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been

reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

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

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

(Official's Name)

(Title)

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

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

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

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

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

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

(End of clause)

52.243-4 – Changes (Aug 1987)

52.244-2 – Subcontracts (Aug 1998).

52.244-5 – Competition in Subcontracting (Dec 1996)

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

52.246-12 – Inspection of Construction (Aug 1996)

52.246-21 – Warranty of Construction (Mar 1994)

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

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

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

52.252-3 – Alterations in Solicitation (Apr 1984)

52.252-4 – Alterations in Contract (Apr 1984)

52.252-5 – Authorized Deviations in Provisions (Apr 1984)

52.252-6 – Authorized Deviations in Clauses (Apr 1984)

52.253-1 – Computer Generated Forms (Jan 1991)

(End of Section 00700)

**SECTION 00800
SPECIAL PROVISIONS**

A.1 Statement of Purpose. The primary purpose of the proposed contract is to provide emergency temporary roof repair services in support of contracts for disasters or emergency missions assigned to the U.S. Army Corps of Engineers by the Federal Emergency Management Agency (FEMA) within the constraints of Clause 52.216-19, Order Limitations, and may, but is not limited to utilize this contract for other Temporary Roof Repair requirements it may have within the specified geographic location. The geographic area covered by this solicitation is: **The Virgin Islands.**

A.1.1 Mobilization of Additional Contractors. The Government will utilize this contract for all requirements up to \$100,000 and fully expects to exercise the IDIQ Option in the event of disaster responses with temporary roofing missions estimated in excess of that dollar value. The Government, however, reserves the right to mobilize additional contractors if determined to be necessary in order to meet disaster response mission requirements.

A.3 The Contract.

A.3.1 Contract Type, Value and Performance Period.

Any contract to be awarded as a result of this solicitation will be a firm-fixed-priced Phase I Requirements contract for \$100,000.00, with a Phase II Indefinite Delivery/Indefinite Quantity (IDIQ) Option to increase the contract capacity up to an additional \$49,900,000.00, resulting in a total estimated contract value of \$50,000,000.00 for the base and each optional ordering period and a total estimated contract amount of \$250,000,000.00.

- (1) The contract will provide for a base ordering period commencing on September 15, 2002 and ending at midnight on 30 November 2003 and options for four (4) additional one-year ordering periods, commencing on December 1, 2003 through November 30, 2007.
- (2) The Government reserves the right to exercise the Phase II IDIQ Option for increased capacity at any time within each ordering period of the contract. If the Phase II IDIQ option is exercised, the Government guarantees that it shall order a minimum of \$998,000.00 for the first performance period (2%), or \$499,000.00 for each optional performance period(1%)of services; and further reserves the unilateral right to exercise the IDIQ option incrementally, in dollar values to be determined by the government at the time of each exercise of this option, not to exceed a total of \$49,900,000.00 within each ordering period of the contract.

A.3.2 Estimated Total Quantity. Due to the nature of disasters or emergency responses, there is no way to realistically estimate the quantity of services that may be required under this contract. In order to allow for more realistic pricing, the Contract Schedule includes Contract Line Items for various size events. A description of the estimated dollar values of these events are as follows: (a) Small Event, (b) Medium Event, and (c) Large Event.

SMALL EVENT –

For estimating purposes, a small event will be defined as one whose overall roofing mission is estimated between \$1 million - \$5 million in damages. Should the IDIQ option (Phase II) be exercised, task orders shall be awarded based on pricing in the Price Schedule for a “Small Event” until the cumulative total per disaster reaches \$4,900,000. Once the cumulative total for task orders awarded reaches this total, task orders will be awarded based on the pricing in the Price Schedule for a “Medium Event.”

Ordering Period	Requirements	Phase II – Priced as SMALL Event until value reaches:
Base	\$100,000	\$4,900,000
First Option	\$100,000	\$4,900,000
Second Option	\$100,000	\$4,900,000
Third Option	\$100,000	\$4,900,000
Fourth Option	\$100,000	\$4,900,000

MEDIUM EVENT –

For estimating purposes, a medium event will be defined as one whose overall roofing mission is estimated between \$5 million - \$25 million in damages. Should the IDIQ option (Phase II) be exercised, task orders shall be awarded based on the pricing in the Price Schedule for a “Medium Event” when the cumulative total is greater than \$4,900,000 but less than \$25,500,000. Once the cumulative total for task orders awarded in a single disaster reaches the pricing schedule maximum of \$25,500,000, task orders will then be awarded based on the pricing schedule associated with a Large Size event.

Ordering Period	Requirements	Phase II – Priced as MEDIUM Event until value reaches:
Base	\$100,000	\$25,500,000
First Option	\$100,000	\$25,500,000
Second Option	\$100,000	\$25,500,000
Third Option	\$100,000	\$25,500,000
Fourth Option	\$100,000	\$25,500,000

LARGE EVENT –

For estimating purposes, a large event will be defined as one whose overall roofing mission is estimated between \$25 million - \$50 million in damages. Should the IDIQ option (Phase II) be exercised, task orders shall be awarded based on pricing in the Price Schedule for a “Large Event” once the cumulative total per disaster exceeds \$25,500,000. Orders awarded during a single performance period can not exceed a cumulative total of \$49,900,000.

Ordering Period	Requirements	IDIQ Option
Base	\$100,000	\$49,900,000
First Option	\$100,000	\$49,900,000
Second Option	\$100,000	\$49,900,000
Third Option	\$100,000	\$49,900,000
Fourth Option	\$100,000	\$49,900,000

A.3.3 Minimum Guarantee. The requirements portion of this contract contains no minimum guarantee other than the first \$100,000 of contract expenditure towards a declared event. If exercised, the IDIQ Option (Phase II) shall contain the following minimum guarantees:

- Base performance period: \$998,000.00 (2% of the Option maximum)
- Optional performance periods: \$499,000.00 (1% of the Option maximum)

A.3.4 Services subject to the Requirements Clause of the contract.

Except as otherwise authorized by the Order Limitations Clause or the Requirements Clause of this solicitation and resultant contract, emergency temporary roof repair services required as a result of a mission assigned to the USACE by FEMA shall be ordered under this contract. In accordance with paragraph (c) of the Requirements Clause, the Contractor is hereby notified that the Government is not obligated to order emergency temporary roof repair services for any customer other than FEMA under this contract.

A.4 Operation of the Contract.

A.4.1 Task Orders. The contract will operate by the issuance of written task orders (verbal orders may be issued and later confirmed in writing). **WARNING: ONLY A CONTRACTING OFFICER HAS AUTHORITY TO ORDER SERVICES UNDER THIS CONTRACT. NO OTHER GOVERNMENT EMPLOYEE, INCLUDING CONTRACTING OFFICER'S REPRESENTATIVES, HAS AUTHORITY TO ORDER SERVICES. THE CONTRACTOR IS HEREBY SPECIFICALLY DIRECTED TO REFRAIN FROM PERFORMING SERVICES THAT HAVE NOT BEEN ORDERED BY THE CONTRACTING OFFICER. FAILURE TO FOLLOW THIS DIRECTION MAY RELIEVE THE GOVERNMENT OF LIABILITY FOR PAYMENT FOR SERVICES THAT WERE NOT ORDERED BY THE CONTRACTING OFFICER.**

A.5 Line Items for Submittals. The proposed contract contains separate line items for submittals normally required before the Contractor is permitted to proceed with the work (e.g., QC plan and accident prevention plan). In order to increase its state of preparedness, the Government may elect to issue a task order for the submittals at any time after the contract is awarded. The order for submittals could be the only order placed against the proposed contract if no requirement for emergency temporary roof repair services develops; therefore, the Contractor shall ensure that the prices bid for these items represent reasonable costs associated with these items. Note: If and when task orders are issued against this contract, the Contractor may be required to prepare and submit other documents. If such submittals are required, the costs of providing them shall be deemed to be included in the prices of line items for installing plastic, panels, joists and rafters.

A.6 Notification of Intent to Exercise Options. The Government will give the Contractor notice at least 60 days prior to contract expiration date of intent to exercise the options for additional periods of time. Due to the emergency nature of the work, the Government will be unable to give advance notice of intent to exercise IDIQ options.

A.7 Wages.

General Wage Decision VI020001 dated 3/1/02 is incorporated into this solicitation for informational purposes.

A.8 Performance Period.

The performance period shall commence 0700 hours within 12 hours following receipt of the task order. The contractor shall demonstrate increasing progress towards the minimum production target within the designated number of ramp-up days. The number of ramp-up days and minimum target production level will vary depending on the event.

<u>Event</u>	<u>Days to Ramp-up</u>	<u>Minimum Production Target</u>
Small	5-Days	200 Roofs/Day
Medium	10-Days	700 Roofs/Day
Large	10-Days	1500 Roofs/Day

The contractor's ramp-up to full production shall be at a minimum:

Small Event: 2nd day – 25% of minimum production target.
 3rd day – 50% of minimum production target.
 4th day – 75% of minimum production target.
 5th day – 100% of minimum production target.

Medium Event
or Large Event:
 2nd day – 15% of minimum production target.
 4th day – 25% of minimum production target.
 6th day – 50% of minimum production target.
 8th day – 75% of minimum production target.
 10th day – 100% of minimum production target.

A.9 LIQUIDATED DAMAGES (LD's)

Because the services to be provided under the proposed contract directly affect the quality of life of citizens who have been affected by a disaster, the Government has a strong interest in having the work commence at the earliest possible date and finish at the earliest possible date. When either start or completion is delayed, the Government's reputation for responsiveness to citizens in need is damaged. In addition, significant resources are expended to support deployment of Government forces, realized sometimes by multiple agencies. To address the importance attached to both start and completion and to partially compensate the Government for damages suffered when either start or completion is delayed, each task order issued under the resultant contract will include a 2-phase performance period. The first phase will be for mobilization and build-up or ramp-up to full production. The second phase will be for full production. In accordance with the Liquidated Damages – Construction clause of the contract, the Contractor will be subject to assessment of Liquidated Damages for each phase as follows:

SERVICE: Installation of Government-furnished plastic, contractor-furnished panels, joists and rafters.

MOBILIZATION/RAMP-UP PHASE: Liquidated damages to be assessed at the following rates:

Small Event: 2nd day – \$958 (25% of \$3,833.00) for failure to meet minimum production target.
 3rd day – \$1,917 (50% of \$3,833.00) for failure to meet minimum production target.
 4th day – \$2,875 (75% of \$3,833.00) for failure to meet minimum production target.
 5th day – \$3,833.00 for failure to meet minimum production target.

Medium Event
or Large Event:

Day 2/3 – \$575 (15% of \$3,833.00) for failure to meet minimum production target.
Day 4/5 – \$958 (25% of \$3,833.00) for failure to meet minimum production target.
Day 6/7– \$1,917 (50% of \$3,833.00) for failure to meet minimum production target.
Day 8/9– \$2,875 (75% of \$3,833.00) for failure to meet minimum production target.
10th day – \$3,833.00 for failure to meet minimum production target.

FULL PRODUCTION: Liquidated damages to be assessed at \$3,833.00 per day for each day that the minimum production target is not maintained.

A.9 INVOICING DATA:

A.9.1. Submit/mail invoices to: Invoices shall be submitted to the address identified on each task order.

A.9.2. All invoices will be identified with the resultant Contract Number and Task Order Number.

A.9.3. Payment will be made by:

USACE Finance and Accounting Center
5700 Wasp Avenue
Millington, TN 38054

A.10 CONTRACT ADMINISTRATION DATA:

A.10.1. The contract will be awarded and administered by:

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

A.10.2 Capacity to award and administer delivery orders against this contract will be delegated to other USACE Districts and warranted USACE Contracting Officers as needed.

SECTION 01000
GENERAL REQUIREMENTS

1. GENERAL.

1.1. The Contractor shall provide all supervision, labor, equipment and materials (as listed in paragraph 4 below) necessary to perform temporary roofing repairs on structures that were damaged by national disasters as ordered by USACE. Work shall commence by 0700 the day following receipt of a task order.

1.2. Work shall be performed within the geographic boundaries of the Virgin Islands.

1.3.

1.3. Work shall be performed during the hours of 7:00 am and 7:00 pm, seven days per week, unless otherwise stated in the task order.

1.4 The contractor shall be required to be in compliance with all applicable local permits and licenses. Refer to the Clause entitled Permits And Responsibilities (FAR 52.236-7) of Section 00700.

1.5 Initial Task Order shall be for the pre-disaster mobilization and submittal requirements, reference paragraph 2.7.

1.6 Follow-on Task Orders shall be for exercising the IDIQ Option or Construction Phase of this contract, reference paragraph 6.

2. GENERAL REQUIREMENTS.

2.1. CERTIFICATES OF COMPLIANCE.

Should the Contracting Officer's Representative deem certifications be submitted, any certificates required for demonstrating proof of compliance of materials with specification requirements shall be executed in three (3) copies unless otherwise specified for each individual task order. Each certificate shall be signed by an official authorized to certify in behalf of the manufacturing company and shall contain the name and address of the Contractor, the project name and location, and the quantity and date or dates of the shipment or delivery to which the certificates apply. Copies of laboratory tests reports submitted with certificates shall contain the name and address of the testing laboratory and the date or dates of the tests to which the report applies. Certification shall not be construed as relieving the Contractor from furnishing satisfactory material, if, after tests are performed on selected samples, the material is found not to meet the specifications requirements.

2.2. PHYSICAL DATA

2.2.1 Location

This solicitation covers the geographic boundaries of the Virgin Islands.

2.2.2 Weather Conditions

The project area is subject to tropical storms and hurricanes from June through November, and to windy and/or rainy weather, including severe electrical storms and other sudden and locally severe meteorological occurrences that approach hurricane conditions, during any time of the year. The

Contractor shall maintain full-time monitoring of the NOAA marine weather broadcasts, and avail themselves of such other local commercial weather forecasting services as may be available.

2.2.3 Contractor Investigation

The Contractor shall make his own investigation of available roads for transportation, load limits for bridges and roads, and other road conditions affecting the transportation of materials and equipment to the site.

2.3 WATER.

(a) The responsibility shall be upon the Contractor to provide and maintain at his own expense an adequate supply of water for his use for construction, and to install and maintain necessary supply connections and piping for the same, but only at such locations and in such manner as may be approved by the Contracting Officer. In the event water is made available by the Government, the Contractor shall, at his own expense, install a meter to determine the amount of water used by him and such water will be paid for by, or charged to, the Contractor at prevailing rates or at reasonable rates as determined by the Contracting Officer. Before final acceptance, temporary connections and piping installed by the Contractor shall be removed in a manner satisfactory to the Contracting Officer.

(b) The contractor shall provide and maintain his own temporary toilet and washing facilities. Toilet and washing facilities shall be installed and maintained in compliance with the provisions of EM 385-1-1, Corps of Engineers Safety Requirements, in a location approved by the Contracting Officer.

2.4 ELECTRICITY.

(a) All electric current required by the Contractor for each individual task order shall be furnished at his own expense. All temporary connections for electricity shall conform to the requirements of EM 385-1-1 and the most recent National Electrical Code and be subject to the approval of the Contracting Officer. In the event electricity is made available by the Government, the Contractor shall, at his own expense, install a meter to determine the amount of current used by him and such electricity will be paid for by, or charged to, the Contractor at prevailing rates or at reasonable rates as determined by the Contracting Officer. All temporary lines will be furnished, installed, connected, and maintained by the Contractor in a workmanlike manner satisfactory to the Contracting Officer and shall be removed by the Contractor in like manner at his expense prior to completion of the construction.

(b) In accordance with the most recent National Electrical Code the Contractor shall provide Ground Fault Circuit Interruption (GFCI) on all 120 volt, 15 and 20 ampere, single phase receptacles used for construction power. Ground Fault Circuit Interrupters are not an acceptable substitute for grounding.

2.5 CONFERENCES, MEETINGS/STRATEGIC PLANNING SERVICES. The Contractor shall participate in pre and post emergency conferences, workshops, meeting and exercises such as Command Exercises, After Action Reviews, Lessons Learned Analysis, Planning and Response Team Training, etc. as required by the Government. The Government's response may require additional coordination with the Contractor relative to overall contract performance and strategic planning for the mission. The Contractor shall provide a senior manager in the Contractor's organization, experienced with the Temporary Roofing mission, to provide services in coordination of response and participation in planning activities. These services may be required at various locations in support of the ESF-3 cell at the impacted Division, HQUSACE, Regional Operations Center (ROC), Disaster Field Office (DFO) or other locations. This

senior manager shall have full access to the firm's communication and information management resources required to perform this function. Upon agreement by the Government and the Contractor for these services, the location, date, time, the estimated length of need for the senior manager, the Government will issue a Task Order specifying this agreement.

2.6 PRECONSTRUCTION CONFERENCE.

(a) A Partnering Approach Meeting, if required by the Government, will be arranged by the Contracting Officer's Representative after award of contract and shall be held before the first Construction task order is issued. The Contracting Officer's Representative will notify the Contractor of the time and date set for the meeting. At this conference, the contractor shall be oriented with respect to Government procedures and lines of authority, contractual, administrative, and construction matters. Additionally, a schedule of required submittals will be discussed. Minutes of the meeting shall be prepared by the Contracting Officer or Contracting Officer's Representative and signed by both the Contractor and the Contracting Officer or Contracting Officer's Representative. The minutes shall become part of the contract file. There may also be occasions when subsequent conferences will be called to reconfirm mutual understanding. A Pre-Construction Conference will be held after the emergency work has been identified and the first task order for work has been issued. Minutes of the meeting shall be prepared by the Contracting Officer or Contracting Officer's Representative and signed by both the Contractor and the Contracting Officer or Contracting Officer's Representative. The minutes shall become part of the contract file.

2.7 SUBMITTALS.

(a) Within forty-eight hours after issuance of a Task Order for submission of submittals, the Contractor shall submit the following items in either completed or draft form for review by the Contracting Officer's Representative prior to the preconstruction conference:

(1) Letter Appointing Superintendent

(2) Power of Attorney and Certified Copy of Resolution for local representatives (if local representative will be allowed to sign contract documents)

(3) Certificate of Insurance

(4) Affirmative Action Plan. Refer to Contract Clause Equal Opportunity, of Section 00700: Contract Clauses.

(5) Drug-Free Workplace. Refer to Contract Clause Drug-Free Workplace, of Section 00700: Contract Clauses.

(6) List of Subcontractors

(7) Accident Prevention Plan (including Activity Hazards Analysis as outlined in EM 385-1-1, Appendix A and Figure 1-1 of Section 1, Hurricane and Severe Storm Plan, and Employee Safety and Health Indoctrination (ESHI). Refer to paragraph 6.7 of this section. The Accident Prevention Plan shall also include the following:

(a) Safety and Occupational Health (SOH) organization

(b) SOH Professional's resume

(c) Safety Professional's responsibilities and authorities

(d) SOH responsibilities for on-site personnel (project managers, quality control personnel, managers, supervisors, foreman, workers, subcontractor, etc.)

(e) On-site organizational structure

(f) Accident experience for the past three years (OSHA logs and EMR rates)
(g) Company SOH policy letter and SOH program document. If not part of the safety program document, include the following items:

- (1) SOH compliance checklist for required operations
- (2) Equipment inspection procedures and forms
- (3) Fall protection plan for temporary roofing
- (4) Personal Protective Equipment (PPE) requirements (who, what, why, when)

(8) Quality Control Plan, Refer to Section 1450 "Contractor Quality Control".

(9) Evidence of Local License or Permits

(10) Plan for contractor's Phase I mobilization, starting 72 hours prior to landfall.

(11) Other Items as May be Specified Elsewhere

(b) Each Plan shall be submitted as an enclosure to a letter, signed by a Corporate Official of the Contractor. The letter shall state that the Plan complies with all requirements of the contract.

(c) Failure to comply with the above requirements within the time prescribed will be considered a condition endangering the performance of the contract and may be considered grounds for termination of the contract in accordance with the Contract Clause entitled Default (Fixed-Price Construction) of this contract.

(d) The Contracting Officer's Representative will:

(1) Approve the format used by the Contractor in the preparation of the Contractor's Quality Control Report (QCR), which the Contractor will submit. Refer to Section 1450, "Contractor Quality Control".

(2) Inform the Contractor of the requirement to indoctrinate all personnel on job site safety prior to the employee commencing any work. The indoctrination shall be signed and dated by the employee and the Supervisor. A copy shall be maintained by the Contractor at the job site. A sample guide is provided as Appendix A at the end of this section.

(e) The letter of record will be written documenting all items discussed at the conference and a copy will be furnished by the Contracting Officer's Representative to all in attendance.

2.8 NOTICE TO PROCEED.

Issuance of a task order is considered to be the Notice to Proceed.

(1) Construction work cannot commence until acceptable interim plans and schedules have been submitted and approved.

(2) While the Contractor is operating under acceptable interim plans, the Contracting Officer may retain funds from progress payments in accordance with the Contract Clause entitled Payments Under Fixed-Priced Construction Contracts until such time as the Contractor submits acceptable final plans.

(3) If acceptable final plans are not submitted within a reasonable time, as determined by the Contracting Officer, the Contracting Officer may order the Contractor to stop construction work until such time as acceptable plans have been submitted and approved. Any such stop work order shall not be considered a suspension of work for an unreasonable period of time under the Contract Clause entitled Suspension of Work and the Contractor shall not be entitled to pay adjustments as a result of the stop work order.

2.9 OPERATIONS MANAGER.

The Contractor shall assign and provide an Operations Manager (OM) to the Emergency Response and Recovery Office (ERRO) (affected site) to serve as the principal liaison with the Corps' Contracting Officer. This position will not require constant presence, rather the OM will be required to be physically capable of responding to the ERRO (affected site) within 30 - 60 minutes of notification. This representative will work exclusively to this contract during a disaster. The assigned OM must be knowledgeable of all facets of the Contractor's operations and have authority in writing to commit the contractor. The OM shall be on call 24 hours per day, seven days per week and shall have electronic linkage capability for transmitting and receiving relevant contractual information. This linkage shall provide immediate contact via ex: Cell phone, Fax machine, and have Internet capabilities. The OM will participate in daily After Action Reviews and disaster exercises, functioning as a source to provide essential element information. The OM will report to the Contracting Officer.

3. RIGHT-OF-ENTRY.

3.1. The Contractor will be provided completed right-of-entry (ROE) forms (see sample in Attachment Section), from the Government. Completed ROE forms will be in English. (ROEs in Spanish are provided for informational purposes only.) The completed ROE will bear the address of the damaged property and the property owner's signature. In the upper left hand corner of each completed ROE form will be an estimate of the square footage of plastic required to perform the temporary roof repair. This estimated quantity will be used to issue Government-furnished plastic to the Contractor. Two copies will be provided to the Contractor prior to initiating work. Work shall be performed only on property identified on the government-furnished ROE forms.

3.2 As roof repairs are performed and executed by the Contractor's crew, the Contractor shall attach one copy of the respective completed and executed ROE to a daily tabulated log sheet. The tabulated log sheet will document (for each executed repair): the ROE number, the address, the square footage of plastic installed, the square footage of structural-use panel installed, the linear footage of joists installed, and remarks. Both the Contractor's and Government's representative shall sign the bottom portion of the tabulated log sheet. The work will be inspected by a Government representative to verify quantities for payment. Originals of the completed and executed ROEs (copies will not be accepted) shall be delivered by the Contractor to the Government's representative on a daily basis.

3.3. The ROE shall be furnished for the sole purpose of temporary roof repair. The Contractor shall not make any representations to the property owner that may mislead the property owner or may lead the property owner to assume that the Contractor has been authorized by the Government to perform work other than temporary roof repair. Contractor personnel shall only enter property as identified on the completed government-furnished ROE forms.

4. CONTRACTOR-FURNISHED MATERIALS. The Contractor shall furnish the following: (Note: All Contractor-furnished materials shall conform to local building codes.)

4.1. Structural-Use Panels (Plywood and Other Panel Products). "Structural-use panel" refers to either plywood or one of the newer panel products which includes (but is not limited to) composite panels, waferboard, oriented strand board, and structural particle board. Structural-use panels shall be used for roof decking repairs as specified in paragraph 6.1.3. Structural-use panels shall be stamped with a grade-trademark by the American Plywood Association (APA). The minimum acceptable grade trademark for plywood decking is C-C EXTERIOR, APA (unsanded plywood sheathing grade for roof applications). Plywood panels consist of a number of cross grain laminated veneers (thin sheets or pieces of wood). Structural-use panels that do not consist of all-veneer plywood include (but are not limited to) composite panels, waferboard, oriented strand board, and structural particle board. The grade trademark found on nonveneer panels will not include the veneer grade (e.g., C-C), but it is required that all non-veneer panels be APA rated for exterior use. Panels with directional properties (e.g., oriented strand board) shall be used in the strong direction (long dimension of the panel perpendicular to the supports). All structural-use panels shall have a minimum thickness of ½". The standard size of a structural-use panel is 4-ft x 8-ft.

4.2. Furring Strips. Shall be minimum 1x2 wood strips pressure-treated with wood preservative.

4.3. Fasteners. Galvanized steel 8d nails shall be used to fasten structural-use panels and furring strips. Galvanized self-tapping No. 10 screws, 2 1/2 inches long, with gimlet point shall be used to anchor furring strips directly to corrugated metal roofing only when there is no existing rafter available to provide anchorage (see paragraph 6.2.). Otherwise, for corrugated metal roofing, galvanized steel 8d nails shall be applied as specified in paragraph 6.2. All fasteners shall be installed at spacing of not more than 24 inches on center along the structural-use panel or furring strip. In addition, fastener spacing, end distances and edge distances shall be sufficient to avoid unnecessary splitting of wood.

4.4. Joists and Rafters. Joists and rafters shall be minimum 2x4 structural lumber stamped with a grade-trademark, or certificate of inspection issued by a lumber grading or inspection bureau or agency recognized as being competent.

4.5. Roofing Tape. Roofing tape shall be butyl rubber roofing adhesive with polypropylene film liner. Polypropylene film liner shall have minimum thickness of 2 mil. Tape shall be waterproof, weatherproof, UV-resistant and capable of withstanding temperatures from -35 degrees F. to 180 degrees F.

5. GOVERNMENT-FURNISHED MATERIAL.

5.1. The Government will furnish reinforced polyethylene plastic sheeting (minimum 9 mil thickness) in the preferred 20' x 100' rolls, or any other available size.

5.2. The plastic sheeting will be issued by a Government representative from the Government's stockpile at a location defined during the preconstruction meeting or with the issuance of each task order. The amount of plastic issued will be based on estimated square footage noted on the provided ROE. The Contractor shall keep a daily log of material used each day. The log shall contain cumulative totals for sheeting received, used and remaining. A copy of the daily log shall be given to the Government representative at the end of each day. The Contractor is responsible for transporting, storing, and protecting all sheeting issued to the Contractor. At the end of the contract, the Contractor shall return all unused plastic sheeting to a location specified by the Government representative.

6. EXECUTION.

6.1. General.

6.1.1. Visual Inspection.

All structures shall be visually inspected by both the Government representative and the Contractor prior to commencement of work. Work will not be permitted on any structure that is deemed unsafe or uninhabitable.

6.1.2. Roof Rafters.

Structures with 50% or more of the roof rafters missing will be considered beyond the limits of temporary repair. Work will not be permitted on any structure that is deemed beyond the limits of temporary repair, unless specifically authorized by the Government. For structures with 50% or less of the roof rafters missing, rafters and joists (as specified in paragraph 4.4.) shall be cut to size and installed as necessary to provide proper anchorage and support for temporary plastic roofing and roof decking.

6.1.3. Roof Decking.

The Contractor shall attach the plastic sheeting directly to remaining roof framework after assuring adequate strength and soundness of the existing joists, rafters and decking. If the structure has 50% or less of its roof decking missing, Contractor shall cut to size and install structural-use panels (as specified in paragraph 4.1.) as necessary to provide proper anchorage, support and drainage for temporary plastic roofing. The Contractor will install decking in addition to joists and rafters (as required in paragraph 6.1.2.) before proceeding with plastic sheeting installation.

6.1.4. Furring Strips.

The plastic sheeting shall be stretched taut and secured with furring strips which shall be installed around the perimeter of the roof. Warped and/or split furring strips will not be accepted. Intermediate furring strips shall be installed vertically and nailed along existing joist/nailing lines, if possible, and shall run from the top to the bottom of the repair. Spacing between intermediate furring strips shall not exceed 6 feet. Along all edges, the furring strips shall be wrapped a minimum of two wraps in the plastic sheeting prior to fastening. Furring strip fasteners shall be spaced no more than 24 inches on center. Contractor shall install fasteners along the top of the truss or rafter.

6.1.5. Concrete or Rubber Membrane Roof.

Work will not be permitted on any concrete or rubber membrane covered roof unless specifically directed by the Contracting Officer.

6.1.6. Roof Drainage.

Every roof will have unique drainage requirements. The contractor shall maintain existing roof slopes and drainage patterns during temporary roof repair. Proper drainage is vital to the performance and extended life of the plastic sheeting. Ponded water on a roof induces breeding of mosquitoes and other pests and poses a serious threat of damage to the structure and its contents in the event of ruptures in the plastic sheeting. The Contractor shall install roof decking as necessary to prevent ponded water on the roof. Installed rafters and decking shall extend beyond the exterior wall of the house to prevent roof drainage from flowing along exterior walls and windows.

6.1.7. Butyl Rubber Roofing Tape.

Plastic sheeting shall be closely fitted around pipes, conduits and other protrusions. Areas surrounding protrusions shall be sealed by using small strips of plastic to form a collar and fully sealing the collars with butyl rubber roofing tape (as specified in paragraph 4.5) applied along the entire perimeter of the collar. Any punctures or small tears shall also be repaired by applying butyl rubber roofing tape along the entire length of the puncture or tear.

6.2. Metal and Corrugated Metal Roofing Systems. Furring strips shall be placed over the existing rafters/nailling lines. Contractor shall avoid placing the furring strips on the open metal roofing since wind action will ultimately loosen the roof/furring strip connection and create leaks. The placing of furring strips along the existing rafter/nailling lines will result in full nail penetration in the rafter and a more secure roof/furring strip connection, thus reducing unnecessary warping of the furring strips. When no rafters are present, galvanized screws (as specified in paragraph 4.3.) shall be used for fastening furring strips to the open metal area. These screws form their own mating threads when driven into pierced or punched holes, thus providing sufficient uplift resistance for the temporary roof.

6.3. Tile Roofing. Tiles from the roof edges and bottom shall not be removed if an appropriate area outside the tile area exists (e.g. fascia board) in which the furring strips can be attached. Tiles may only be removed if required to provide an adequate area in which to properly secure the furring strips to the roof. For tile removal of roofing systems with tile lengths less than 10 inches, remove the top two (2) rows of tile. For tile roof systems with tile lengths of 10 inches or more, remove just one row of tile for the placement of horizontal top fasteners. Remove the row of tile at the bottom edge of the roof for perimeter furring strip attachment. Remove one column of tile every six (6) feet starting from one roof edge and ending at the opposite roof edge for intermediate and perimeter furring strips.

6.4. Joist/Planking Roofing. Care must be taken to assure adequate strength and soundness of the existing joists and planking. Contractor shall place the furring strips vertically along the existing rafters/nailling lines to prevent ponding.

6.5. Roofing Shingles. Care must be taken to assure strength and soundness of the existing deck. Contractor shall place the furring strips vertically along the existing rafters/nailling lines to prevent ponding.

6.6. Damage. The Contractor shall be responsible for any property damage caused by the Contractor's personnel or equipment. Damage shall be repaired at no cost to the Government or any third party.

6.7. Safety

6.7.1 General Safety Requirements

The Contractor's personnel will be working at heights up to four stories. The Contractor shall comply with all requirements of the most current edition of the U.S. Army Corps of Engineers EM 385-1-1, Safety and Health Requirement Manual. See Clause Safety Requirements (Section 00800, Paragraph 9) for additional requirements. The Contractor shall also comply with OSHA Std. 3.1, Interim Fall Protection Compliance Guidelines For Residential Construction. The Contractor shall submit to the Contracting Officer's Representative (COR) for acceptance an Accident Prevention Plan in accordance with EM 385-1-1, Section 01.A.07. The Contractor shall submit to the COR his proposed procedures to be taken upon the approach of severe weather.

6.7.2 Additional Safety Requirements

The Contractor shall designate a Safety Manager, a supervisory person to be present on the site, overseeing work and adherence to safety at the site. This individual should work exclusive to this contract during a given disaster. The work shall be done in strict accordance with EM 385-1-1. Special attention shall be paid to EM 385-1-1, Sections 05.D and 05.F. The Contractor shall establish a "Hard Hat Only" area as directed by the COR. All personnel within this Zone shall wear Safety Helmets. All Safety Helmets on site shall be ANSI Z89.1-1986 Certified Models. The use of Explosive-Actuated (powder-actuated) Tools shall be in accordance with EM 385-1-1, Section 13.E. All ladders and scaffolds shall be in accordance with EM 385-1-1.

6.8. Debris. For each roof repair, the Contractor shall place all debris generated by the repair in a single condensed pile adjacent to the nearest street in a location easily accessible to debris removal equipment.

6.9. Quality Control. Refer to Section 1450, "Contractor Quality Control".

7. INSPECTION AND ACCEPTANCE. The Government may inspect the work as the Contractor progresses. However, the Government reserves the right to inspect at a later time. Work will not be accepted and payment will not be made until repairs have been satisfactorily completed.

8. PAYMENT. (Read this paragraph in conjunction with the Payments clause of this contract)

8.1. Submittals will be paid in a lump sum. (Item 0001).

Conferences, Meetings/Strategic Planning(Ref. Paragraph 2.5, Section 01000) will be paid in a lump sum. (Item 0002AA)

8.3 Operations Manager (Ref. Paragraph 2.9, Section 01000) will be paid per day. (Items 0004AA, 0005AA, 0006AA, 0007AA and 0008AA of the Price Schedule).

8.4. The plastic sheeting shall be paid by the area of roof covered in square feet (Item 0004AB, 0005AB, 0006AB, 0007AB, and 0008AB). This pay item shall include all costs associated with the supply and installation of plastic sheeting including furring strips, fasteners, and tape per event size.

8.5. The structural-use panel shall be paid by the area of roof covered in square feet per event size. (Item 0004AC, 0005AC, 0006AC, 0007AC and 0008AC).

8.6. The joists shall be paid by the linear foot installed per event size. (Item 0004AD, 0005AD, 0006AD, 0007AD, and 0008AD).

8.8 Payment will be made bi-weekly upon submission of an invoice for services rendered during the preceding 2-week period and shall be at the unit rate given in Section B. Payment due dates will be computed in accordance with the Prompt Payment clause of this contract, except that, in accordance with DFARS 232.905(2), payments to small disadvantaged business concerns will be made as quickly as possible after receipt of the invoice.

Notwithstanding the above, small business concerns may submit invoices every two weeks and small disadvantaged business concerns may submit invoices on a weekly basis. (The Contractor's size and

disadvantaged business status will be determined by referring to the Contractor's certifications and representations submitted with the initial offer.)

8.9 The contractor may invoice for actual costs associated with travel for the Operations to deploy pre-disaster or travel as required in Para. 2.5, Section 01000. Such costs will be negotiated with the award of the first task order and will represent actual costs of airfare (reflecting best available pricing for coach or business class travel), mileage, and per diem as priced against the current Joint Travel Regulations.

9. PARTNERING. In order to most effectively accomplish this contract, the Government is willing to form a cohesive partnership with the Contractor and its subcontractors. This partnership would strive to draw on the strengths of each organization in an effort to achieve a quality project done right the first time, within budget and on schedule.

SECTION 01400

SPECIAL SAFETY REQUIREMENTS
05/00 Rev 12/01

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SECTION 01400

SPECIAL SAFETY REQUIREMENTS
05/00 Rev 12/01

1 PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

CODE OF FEDERAL REGULATIONS (CFR)

29 CFR 1910	Occupational Safety and Health Standards
29 CFR 1926	Safety and Health Regulations for Construction

ENGINEERING MANUALS (EM)

EM 385-1-1	(1996 and Changes) Safety and Health Requirements Manual
NIOSH Pub No. 84-100	(1984; Supple 1985, 1987, 1988 & 1990) NIOSH Manual of Analytical Methods

1.2 SUMMARY

1.2.1 General

This section provides guidelines for preparation of accident prevention plans, and to implement the accident prevention clause (this specification) and EM 385-1-1, Safety and Health Requirements Manual. The U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1 is available from U.S. Government bookstores operated by the Government Printing Office Changes to EM 385-1-1 applicable to this contract include only those revisions posted at the following website (all revisions up to the time this solicitation is issued): http://www.hq.usace.army.mil/soh/hqusace_soh.htm ("Changes to EM"). U.S. Government bookstores are located in most major cities including Milwaukee, Chicago, Kansas City, Denver, and Pueblo, Colorado.

1.2.2 Description of Work

The primary purpose of the proposed contract is to provide emergency temporary roof repair services in support of contracts for disasters or emergency missions assigned to the U.S. Army Corps of Engineers by the Federal Emergency Management Agency (FEMA).

1.3 PRECONSTRUCTION CONFERENCE

See Contract Clause "PRECONSTRUCTION CONFERENCE". A preconstruction conference will be scheduled prior to beginning of site work. Requirements relative to planning and administration of the overall safety program will be discussed.

1.4 ACCIDENT PREVENTION PLAN

The Contractor shall submit, prior to the start of on site construction activity, a proposed accident prevention plan that shall be the accident prevention policy to be followed by all of the Contractor's and subcontractor's personnel and supervisory staff during performance of the work.

1.4.1 Requirements

The proposed plan shall be developed after a careful analysis of the work involved and shall be tailored specifically to the conditions of this project. The Contractor's accident prevention plan shall contain, as a minimum, the following general information or procedures for the activity indicated. The Contractor shall submit his plan for review and acceptance prior to commencing work.

1.4.1.1 Responsible Individual(s)

The Contractor shall designate an onsite employee as the individual responsible for insuring the accident prevention plan is implemented and enforced.

1.4.1.2 Subcontractor Supervision

Explain procedures to assure that subcontractor(s) fully comply with the accident prevention plan.

1.4.1.3 Indoctrination of New Employees

The plan shall include provisions for advising workers of the purpose of the accident prevention plan, specific hazards on the job and precautions to be taken, emergency procedures, information concerning tool box safety meetings, required protective equipment, cleanup rules and location of company safety rules (posting or handout).

1.4.1.4 Tool Box Safety Meetings

Hold weekly "Tool Box" safety meetings. Timely safety subjects shall be determined by a responsible individual. Employees will be informed of time, location, who will conduct, and subject. Identify procedures for including subcontractors. The Contractor shall provide a copy of the Weekly Tool Box Meeting and Monthly Supervisor's Safety Meeting to the Contracting Officer.

1.4.1.5 Housekeeping

Daily cleanup of all debris and waste materials is required. Adequate disposal containers should be placed strategically around the site. Debris shall be removed on a regular basis. Explain procedures that include use of barrels, dumpsters, trash chutes, etc.

1.4.1.6 First Aid and Medical Facilities

First aid facilities shall be made available on the job site. Arrangements for emergency medical attention shall be made prior to start of work. All emergency numbers (doctor, hospital, ambulance, fire department) shall be posted at the project superintendent's office.

1.4.1.7 Sanitation

Include provisions for toilet facilities, drinking water and washing facilities. A sufficient number of toilet facilities as specified in EM 385-1-1 shall be provided unless permission is granted to use existing

facilities (portable chemical are authorized). Insure safe drinking water and individual cups are available. For the projects where corrosive or toxic materials are used, separate washing facilities are required.

1.4.1.8 Safety Promotions

The Contractor shall promote accident prevention. Identify method (posters, awards etc.).

1.4.1.9 Accident Reporting

All accidents (employee injuries, vehicle, building, or equipment damage etc.) regardless of their severity shall be reported to the onsite government representative or to the area engineer, who in turn will advise the Contractor of forms to be submitted and timeframes.

1.4.1.10 Job Hazard Analysis

When job situations change and it is necessary to alter safety requirements, a Job Hazard Analysis will be accomplished, documented, and added as an addendum to the Accident Prevention Plan. Each Job Hazard Analysis shall include, but not be limited to, a description of the work, probable hazards related to that work and positive precautionary measures to be taken to reduce or eliminate each hazard. An example of changing situations may be new subcontractors performing work. The onsite government representative will determine the format and amount of detail required of the written plan.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 PRODUCTS (NOT APPLICABLE)

SECTION 01451A

CONTRACTOR QUALITY CONTROL
07/01; Omaha Rev. 05/02

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SECTION 01451A

CONTRACTOR QUALITY CONTROL
07/01; Omaha Rev. 05/02

1 GENERAL

1.1 PAYMENT

Separate payment will not be made for providing and maintaining an effective Quality Control program, and all costs associated therewith shall be included in the applicable unit prices or lump-sum prices contained in the Pricing Schedule.

2 PRODUCTS (NOT APPLICABLE)

3 EXECUTION

3.1 GENERAL REQUIREMENTS

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with the Contract Clause titled "Inspection of Construction." The quality control system shall consist of plans, procedures, and organization necessary to produce an end product, which complies with the contract requirements. The system shall cover all construction operations, both onsite and offsite, and shall be keyed to the proposed construction sequence. The site project superintendent will be held responsible for the quality of work on the job and is subject to removal by the Contracting Officer for non-compliance with the quality requirements specified in the contract. The site project superintendent in this context shall be the highest-level manager responsible for the overall construction activities at the site, including quality and production. The site project superintendent shall maintain a physical presence at the site at all times, except as otherwise acceptable to the Contracting Officer, and shall be responsible for all construction and construction related activities at the site.

3.2 QUALITY CONTROL PLAN

The Contractor shall furnish for review by the Government, not later than 48 hours after receipt of task order, the Contractor Quality Control (CQC) Plan proposed to implement the requirements of the Contract Clause titled "Inspection of Construction." The plan shall identify personnel, procedures, control, instructions, tests, records, and forms to be used. Construction will be permitted to begin only after acceptance of the CQC Plan.

3.2.1 Content of the CQC Plan

The CQC Plan shall include, as a minimum, the following to cover all construction operations, both onsite and offsite, including work by subcontractors, suppliers, and purchasing agents:

- a. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three phase control system for all aspects of the work specified. The staff shall include a CQC System Manager who shall report to the project superintendent.

- b. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function.
- c. A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities, and responsibilities. Copies of these letters shall also be furnished to the Government.
- d. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.
- e. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures shall establish verification that identified deficiencies have been corrected.
- f. Reporting procedures, including proposed reporting formats.
- g. A list of the definable features of work. A definable feature of work is a task that is separate and distinct from other tasks, has separate control requirements, and may be identified by different trades or disciplines, or it may be work by the same trade in a different environment. Although each section of the specifications may generally be considered as a definable feature of work, there are frequently more than one definable features under a particular section. This list will be agreed upon during the coordination meeting.

3.2.2 Acceptance of Plan

Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the Contractor to make changes in his CQC Plan and operations including removal of personnel, as necessary, to obtain the quality specified.

3.2.3 Notification of Changes

After acceptance of the CQC Plan, the Contractor shall notify the Contracting Officer in writing of any proposed change. Proposed changes are subject to acceptance by the Contracting Officer.

3.3 COORDINATION MEETING

If deemed necessary by the Contract Officer or his representative, the Contractor shall meet with the Contracting Officer or Authorized Representative and discuss the Contractor's quality control system prior to start of construction. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both onsite and offsite work, and the interrelationship of Contractor's Management and control with the Government's Quality Assurance. Minutes of the meeting shall be prepared by the Contractor and signed by both the Contractor and the Contracting Officer or his representative. The minutes shall become a part of the contract file. There may be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures that may require corrective action by the Contractor.

3.4 QUALITY CONTROL ORGANIZATION

3.4.1 Personnel Requirements

The requirements for the CQC organization are a CQC System Manager and sufficient number of additional qualified personnel to ensure safety and contract compliance. The Safety and Health Manager shall receive direction and authority from the CQC System Manager and shall serve as a member of the CQC staff. Personnel identified in the technical provisions as requiring specialized skills to assure the required work is being performed properly will also be included as part of the CQC organization. The Contractor's CQC staff shall maintain a presence at the site at all times during progress of the work and have complete authority and responsibility to take any action necessary to ensure contract compliance. The CQC staff shall be subject to acceptance by the Contracting Officer. The Contractor shall provide adequate office space, filing systems and other resources as necessary to maintain an effective and fully functional CQC organization. Complete records of all letters, material submittals, submittals, schedules and all other project documentation shall be promptly furnished to the CQC organization by the Contractor. The CQC organization shall be responsible to maintain these documents and records at the site at all times, except as otherwise acceptable to the Contracting Officer.

3.4.2 CQC System Manager

The Contractor shall identify as CQC System Manager an individual within the onsite work organization who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. This CQC System Manager shall be on the site at all times during construction and shall be employed by the prime Contractor. The CQC System Manager shall be [assigned as System Manager but may have duties as the Safety Program Manager in addition to quality control. An alternate for the CQC System Manager shall be identified in the plan to serve in the event of the System Manager's absence. The requirements for the alternate shall be the same as for the designated CQC System Manager. During a disaster, the CQ System Manager will work exclusively with this contract.

3.4.3 CQC Personnel

A staff shall be maintained under the direction of the CQC system manager to perform all QC activities. The staff must be of sufficient size to ensure adequate QC coverage of all work phases, work shifts, and work crews involved in the construction. These personnel may perform other duties, but must be fully qualified by experience and technical training to perform their assigned QC responsibilities and must be allowed sufficient time to carry out these responsibilities. The QC plan will clearly state the duties and responsibilities of each staff member.

3.4.3 3.4.4 Organizational Changes

The Contractor shall maintain the CQC staff at full strength at all times. When it is necessary to make changes to the CQC staff, the Contractor shall revise the CQC Plan to reflect the changes and submit the changes to the Contracting Officer for acceptance.

3.5 SUBMITTALS AND DELIVERABLES

The contractor shall submit their Contract Quality Control Plan for government approval prior to start of construction.

3.6 CONTROL

Contractor Quality Control is the means by which the Contractor ensures that the construction, to include that of subcontractors and suppliers, complies with the requirements of the contract. At least three phases of control shall be conducted by the CQC System Manager for each definable feature of work as follows:

3.6.1 Preparatory Phase

This phase shall be performed prior to beginning work on each definable feature of work, after all required plans/documents/materials are approved/accepted, and after copies are at the work site. This phase shall include:

- a. A review of each paragraph of applicable specifications, reference codes, and standards. A copy of those sections of referenced codes and standards applicable to that portion of the work to be accomplished in the field shall be made available by the Contractor at the preparatory inspection. These copies shall be maintained in the field and available for use by Government personnel until final acceptance of the work.
- b. Review of provisions that have been made to provide required control inspection.
- c. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.
- d. A review of the appropriate activity hazard analysis to assure safety requirements are met.
- e. Discussion of procedures for controlling quality of the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that feature of work.
- f. A check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.
- g. Discussion of the initial control phase.
- h. The Government shall be notified at least 12 hours in advance of beginning the preparatory control phase. This phase shall include a meeting conducted by the CQC System Manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by separate minutes prepared by the CQC System Manager and attached to the daily CQC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

3.6.2 Initial Phase

This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

- a. A check of work to ensure that it is in full compliance with contract requirements. Review minutes of the preparatory meeting.

- b. Verify adequacy of controls to ensure full contract compliance. Verify required control inspection.
- c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards.
- d. Resolve all differences.
- e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.
- f. The Government shall be notified at least 12 hours in advance of beginning the initial phase. Separate minutes of this phase shall be prepared by the CQC System Manager and attached to the daily CQC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.
- g. The initial phase should be repeated for each new crew to work onsite, or any time acceptable specified quality standards are not being met.

3.6.3 Follow-up Phase

Daily checks shall be performed to assure control activities are providing continued compliance with contract requirements, until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work that may be affected by the deficient work.

3.7 COMPLETION INSPECTION

3.7.1 Final Acceptance Inspection

The Contact Officer's Representative and the Contractor shall agree upon the final material quantities installed and shall sign the Right of Entry form as documentation.

3.8 DOCUMENTATION

The Contractor shall maintain current records providing factual evidence that required quality control activities have been performed. These records shall include the work of subcontractors and suppliers and shall be on an acceptable form that includes, as a minimum, the following information:

- a. Contractor/subcontractor and their area of responsibility.
- b. Work performed each day, giving location, description, and by whom.
- c. Job safety evaluations stating what was checked, results, and instructions or corrective actions.

These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in the work and workmanship comply with the contract. The original and one copy of

these records in report form shall be furnished to the Contracting Officer's Representative on the first day following the date(s)

3.9 SAMPLE FORMS

Sample forms enclosed at the end of this section.

3.10 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

2. Operating Plant or Equipment. (Not hand tools)

Plant/Equipment	Date of Arrival/Departure	Date of Safety Check	Hours Used	Hours Idle	Hours Repair
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_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

3. Work Performed Today: (Indicate location and description of work performed by prime and/or subcontractors. When network analysis is used, identify work by NAS activity number).

4. Control Activities Performed:

Preparatory Inspections: (Identify feature of work and attach minutes).

Initial Inspections: (Identify feature of work and attach minutes).

Follow-Up Inspections: (List inspections performed, results of inspection compared to specification requirements, and corrective actions taken when deficiencies are noted).

5. Material Received: (Note inspection results and storage provided).

6. Offsite Surveillance Activities, Including Action Taken:

7. Job Safety: (List items checked, results, instructions and corrective actions taken).

8. Remarks: (Instructions received or given. Conflict(s) in Plans and/or specifications. Delays encountered.).

Contractor's Verification: On behalf of the Contractor, I certify this report is complete and correct, and all materials and equipment used and work performed during this reporting period are in compliance with the contract plans and specifications, to the best of my knowledge, except as may be noted above.

CQC System Manager

Date