SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) — RATING: S10

2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
	DACA45-03-R-0023	☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP)	03/28/03	

7. ISSUED BY — CODE DACA45

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

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

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

SOLICITATION

9. Sealed offers in original and 6 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in 106 S 15th Street, Omaha - Lobby until 1500 *(Hour)* local time 05/13/03 *(Date)*

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

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

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OFFER *(Must be fully completed by offeror)*

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

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

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

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

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

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

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

AWARD *(To be completed by Government)*

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION

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

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

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

25. PAYMENT WILL BE MADE BY — CODE _____

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

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

28. AWARD DATE

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

Section B – Supplies or Services & Prices/Costs

1. Total Amount of Contract -

The total amount of the contract awarded under this solicitation shall not exceed $115 Million Dollars. There is no limit of the number of Task Orders that may be executed. The Task Order(s) executed shall not exceed the total contract amount.

2. Guarantee -

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

3. Contract Definition -

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

4. Performance Time -

The contract will have a basic performance period of two (2) years plus one (1) three (3) year option period or until the $115 Million Dollar contract limit is reached, whichever occurs first.

5. Pricing -

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

For Firm-Fixed Price Task Orders the offeror shall use the labor rates submitted in Column 8 for each individual discipline listed in Tables 1 & 2 on pages 3-6 of Section B. If a discipline is not listed in the tables and is needed for a specific task order, that labor rate will be negotiated with the offeror before award of the specific task order. All total hourly rates indicated in Table 1 – Base Period and Table 2 – Option Period of this Section B shall include Overhead, General/Administrative and any Labor Burden (Fringes), FCCOM, or other costs and shall be exclusive of any Fee/Profit. As discussed in Section L of this solicitation, if the offeror does not have recent (i.e. within 1 year) audited rates available, the offeror shall provide detailed information showing cost accounts included in each of their cost pools in

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

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

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

For Cost-Reimbursable Fixed-Fee Task Orders, as in the Sample Project, the offeror shall use their actual labor rates (those rates that are marked up as in Column 8 of the Firm-Fixed Price Tables 1 and 2). All Overhead, General and Administrative, Labor Burden (Fringes), FCCOM or other cost pools used in pricing the Sample Project shall use forward pricing rates if recent (i.e. within 1 year) audited rates are not available. These rates shall be included in the CMPs and applied to all projects/task orders executed in the Base Period. As discussed in Section L of this solicitation, if the offeror does not have recent (i.e. within 1 year) audited rates, the offeror shall provide detailed information showing the cost accounts included in each of their cost pools in order to explain all overhead rates, G&A markups, labor burden (fringes), and any other pools. If the Government decides to exercise the Option Period, the offeror shall provide at that time, the most current audited rates or provide the detailed information showing the cost accounts included in each of their cost pools. The offeror/awardee at that time will then use these new (if they have changed) rates over the life of the Option Period.

6. Travel –

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

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

Table 1 – Base Period – Firm Fixed Price Task Orders Only

(Total Base Period Hourly Rates Excluding Fee/Profit)

Discipline	Direct Cost	Overhead Rate		G&A Rate		Labor Burden (Fringe)		FCCOM		Other		Total Base Period Hourly Rate	Estimated # of Hours for Base Period*	Extended Amount
		%	Rate	%	Rate	%	Rate	%	Rate	%	Rate			
Program Manager													240	
Operations Manager													7201	
Project Manager													4250	
Contracts Manager/Specialist													4223	
Regulatory Specialist													1987	
Transportation & Disposal Coordinator													2400	
Certified Industrial Hygienist (CIH)													4199	
Site Safety And Health Officer (SSHO)													3754	
Program Chemist													3786	
Scientist I													2400	
Scientist II													10200	
Scientist III													2350	
Engineer I													2400	
Engineer II													9601	
Engineer III													1200	
Laborer													3600	
Procurement Manager													480	
Engineer Technician													3600	
Biologist													1200	

Section B
Supplies or Services and Prices/Costs

Discipline	Direct Cost	Overhead Rate		G&A Rate		Labor Burden (Fringe)		FCCOM		Other		Total Base Period Hourly Rate	Estimated # of Hours for Base Period*	Extended Amount
		%	Rate	%	Rate	%	Rate	%	Rate	%	Rate			
Contractor Quality Control Supervisor (QCS)													960	
Certified Health Physicist (CHP)													480	
Risk Assessor													480	
Hazardous Waste Specialist													384	
Senior UXO Supervisor (SUXOS)													480	
UXO Technician III													240	
UXO Technician II													1200	
UXO Technician I													240	
UXO Sweep Personnel													720	
UXO Quality Control Specialist (UXOQCS)													240	
UXO Safety Officer (UXOSO)													240	
Cost Control Engineer													240	
Specification Editor/Writer													336	
CADD/GIS Specialist													1200	
Draftsperson													2160	
Word Processor													9601	
Data Processor													1920	
Clerical													7201	
TOTAL FOR BASE PERIOD													79732	

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

Table 2 – Option Period – Firm-Fixed Price Only

(Total Option Period Hourly Rates Excluding Fee/Profit)

Discipline	Direct Cost	Overhead Rate		G&A Rate		Labor Burden (Fringe)		FCCOM		Other		Total Base Period Hourly Rate	Estimated # of Hours for Base Period*	Extended Amount
		%	Rate	%	Rate	%	Rate	%	Rate	%	Rate			
Program Manager													360	
Operations Manager													8645	
Project Manager													10802	
Contracts Manager/Specialist													5483	
Regulatory Specialist													2400	
Transportation & Disposal Coordinator													3200	
Certified Industrial Hygienist (CIH)													5350	
Site Safety And Health Officer (SSHO)													4954	
Program Chemist													5600	
Scientist I													3600	
Scientist II													15402	
Scientist III													4850	
Engineer I													3600	
Engineer II													12002	
Engineer III													2000	
Laborer													5400	
Procurement Manager													720	
Engineer Technician													5400	
Biologist													1800	

Section B
Supplies or Services and Prices/Costs

Discipline	Direct Cost	Overhead Rate		G&A Rate		Labor Burden (Fringe)		FCCOM		Other		Total Base Period Hourly Rate	Estimated # of Hours for Base Period*	Extended Amount
		%	Rate	%	Rate	%	Rate	%	Rate	%	Rate			
Contractor Quality Control Supervisor (QCS)													1440	
Certified Health Physicist (CHP)													720	
Risk Assessor													720	
Hazardous Waste Specialist													576	
Senior UXO Supervisor (SUXOS)													720	
UXO Technician III													360	
UXO Technician II													1800	
UXO Technician I													360	
UXO Sweep Personnel													1080	
UXO Quality Control Specialist (UXOQCS)													360	
UXO Safety Officer (UXOSO)													360	
Cost Control Engineer													360	
Specification Editor/Writer													504	
CADD/GIS Specialist													1800	
Draftsperson													3240	
Word Processor													14402	
Data Processor													2880	
Clerical													10801	
TOTAL FOR OPTION PERIOD													117801	

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

(End of Section B)

Section C
Description/Specs/Work Statement

1. DESCRIPTION OF WORK

1.1. GENERAL This Unrestricted Rapid Response/Immediate Response (RR/IR) contract is an indefinite delivery, indefinite quantity type contract for remediation of various hazardous waste sites for national coverage (Continental United States, Alaska, Hawaii and U.S. Territories). This contract will require the contractor to furnish and transport all plant, labor, materials and equipment to perform all work necessary to complete RR/IR requirements at confirmed or suspected Hazardous, Toxic, and Radioactive Waste (HTRW) sites and Ordnance and Explosive (OE) sites as identified. Task orders (TO) issued under this Contract will be Fixed Price, or Cost Reimbursable with Service or Davis-Bacon Act wages, as applicable, depending on the type of project incorporated into each individual task order. It is anticipated that a majority of work will be accomplished on a cost reimbursable basis. The contractor shall provide personnel with current training and medical monitoring as required by the Occupational Safety and Health Administration (OSHA), and other applicable training that may be necessary for work in HTRW situations. The Contractor shall comply with all federal, state and local laws and regulations that may be applicable to the specific task order.

1.2. DEFINITIONS.

RAPID RESPONSE (RR). The contractor must be capable of initiating fieldwork within 30 days after receiving the work authorization document. Initial notification of a potential RR can happen Monday through Friday 7:00 a.m. – 4:30 p.m. central time, excluding weekends or holidays.

IMMEDIATE RESPONSE (IR). The contractor must be capable of initiating fieldwork 72 hours after receipt of the work authorization document. Initial notification of a potential IR can happen at any time, seven days a week, holidays, and weekends.

1.3. SCOPE OF WORK.

The contractor shall be capable of furnishing all labor, materials, equipment, and services required to investigate and/or remediate various sites located anywhere throughout the United States. These sites will include:

- Sites currently owned or controlled by the Federal Government;
- Sites formerly owned or controlled by the Federal Government;
- Sites where the Federal Government is otherwise authorized to respond.

In order for a project to be considered appropriate for Rapid Response Program execution, the conditions of at least one of the following four general project categories must be satisfied:

Federal Response: The contract will provide a full response service to the federal customer in situations where rapid or immediate response action is necessary to protect human life, public health, or the environment. In addition, this contract will provide the need for a rapid or immediate response action as dictated by Congressionally mandated start dates, the Environmental Protection Agency, or regulatory constraints.

Homeland Defense/Security: The contract will provide time sensitive support to Homeland Defense/Security initiatives that would involve the assessment and/or implementation of preventative measures to address facility vulnerabilities, or the abatement, minimization, stabilization, containment, mitigation, or elimination of damages or materials remaining from an actual attack by a terrorist, terrorist organization, or hostile country.

USACE Mission Support: The contract will provide full support to USACE components who directly request assistance in meeting their base mission support needs where there is an immediate threat to human life, public health, or the environment.

Rapid Response Business Process Appropriate: The contract will provide support to projects that may not involve imminent threats to human life, public health, or the environment, but may have significant impacts on human life, public health, or the environment. The contract will provide support to projects where unforeseen conditions are highly prevalent and the ability to provide a detailed design is impractical and adverse impacts to human, life, public health, and the environment could exist.

Each task order will specifically describe the requirements of the project, however the following range of services provides a sampling of, however is not limited to, the anticipated investigation/ remediation requirements of this solicitation.

1.3.1. PRELIMINARY PHASE/INVESTIGATION.

a. Site characterization and evaluation, including, but not limited to, wetlands and archaeological evaluations.
b. Development of risk assessments, EECA's, Action Memorandums or other similar documents.
c. Survey and mapping.
d. Soil sampling, testing, boring or other geotechnical analysis.
e. Installation, development of groundwater monitoring wells, production/extraction wells, and piezomenters.
f. Hydrology and Hydrologics analysis and incidental design
g. Hydro-geological field-testing, analysis and data interpretation.
h. Biological/Chemical/Radiological Assessment
i. Chemical/geotechnical sampling and analysis.
j. On-site perimeter real-time air monitoring, sampling and analysis.
k. Provide and/or develop engineering/cost recommendation of potential remedial strategies.
l. On-site/off-site chemical analysis for a wide variety of parameters including but not limited to; routine HTRW procedures, characterizations pursuant to removal actions, explosive, chemical warfare, radiation and other chemical, physical and composite testing.
m. Identification of action levels for regulated hazardous wastes through development of human health and ecological risk assessments.
n. Explosives survey/removal (HTRW & OE)

1.3.2. REMEDIATION

a. Incidental engineering design/support pursuant to removal actions such as; design of soil vapor extraction systems, RCRA caps/liners, water treatment and/or supply systems etc.
b. Construction of soil vapor extraction systems, RCRA caps/liners, water treatment and/or supply systems, etc., pursuant to removal actions.
c. On-site source control and containment such as; buried drum removal, storage tank removal, product recovery, liner installation or other similar activities.
d. On-site treatment such as water treatment, fuel recovery, incineration, chemical neutralization or stabilization, air stripping or other similar activities.
e. Transportation, storage, treatment and/or disposal of waste at an off-site facility.
f. Survey, removal, transportation and disposal of asbestos containing materials.
g. Installation of site support facilities.
h. Preparation of applicable Operation and Maintenance manuals and associated training of facility personnel.
i. Incidental Operation and Maintenance of completed facilities constructed under this contract.

j. Protection of building(s) against chemical, biological and radiological contamination
k. Survey, removal, transportation and disposal of explosives (HTRW & OE)

2. ENVIRONMENTAL REQUIREMENTS

2.1. GENERAL. The Contractor shall be cognizant of all-appropriate laws, regulations, and guidelines. The contractor shall ensure that all work activities performed by his personnel, subcontractors and suppliers are executed as required by these laws and regulations. Any incident of noncompliance noted by the contractor shall immediately be brought to the attention of the Contracting Officer or his representative. The contractor shall utilize trained, experienced on-site personnel to ensure that all on-site procedures for the treatment, transportation, and disposal of hazardous/special wastes are implemented and enforced. The contractor shall provide personnel with current training as required by the Occupational Safety and Health Administration (OSHA), and Department of Transportation (DOT) Certification in accordance with 49 CFR part 172.700 for HAZMAT employees if applicable.

2.2. PERMITS/APPROVALS. The contractor shall investigate the requirements for and obtain base permits, environmental permits, licenses, approvals, and/or certificates necessary to accomplish the work specified in the individual task orders. The Contractor shall notify the Contracting Officer or his representative of any delay occurring in obtaining the necessary permits or approvals.

2.3. TREATMENT STORAGE AND/OR DISPOSAL OF HAZARDOUS MATERIALS. The contractor shall ensure the on-site management, transportation, storage, treatment, and disposal of all hazardous/special waste materials complies with all federal, state, and local laws and regulations. The Contractor shall identify and perform any additional analyses necessary to ensure compliance with transportation, storage, treatment, and disposal requirements. Selection of the approved treatment, storage or disposal facility (TSDF) shall be based upon cost-effectiveness, compliance status, regulatory agency input and Contracting Officer approval. If the waste is sent for off-site storage or disposal, the Contractor shall provide the following to the Contracting Officer at a minimum:

a. Waste Characterization based upon analysis protocol recommendation by the Contractor and approval of the Government in accordance with specific Task Order instructions.
b. Identification of the disposal facility based upon cost-effectiveness and compliance with all local, State, and Federal laws.
c. Transportation selection based upon cost-effectiveness and compliance with all local, State, and Federal laws.
d. Analytical and Manifest Package in accordance with specific Task Order instructions and paragraph entitled “Complete Manifest Package”.
e. Shipment tracking in accordance with Task Order instructions and all applicable laws.
f. Written acceptance from the TSDF.

2.4. COMPLETE MANIFEST PACKAGE. The “complete manifest package” consists of , at a minimum, all hazardous waste manifests, hazardous material shipping papers, waste profile sheets, and land disposal restriction notification and certification forms, CERCLA Off-Site response approval memo, and all other supporting documentation. Supporting documentation shall include waste disposal history, all analytical results, material safety data sheets available, and any other information received in identifying the proper waste code. The Contractor shall also include as part of the supporting documentation, the specific type of inner and outer packaging, markings, labeling, and placards offered to the transporter. The contractor shall also comply with the requirements listed below:

a. The contractor shall have/appoint a single Contractor Regulatory Specialist/Transportation and Disposal Coordinator (CRS/TDC) who will review the complete manifest package and shipping documentation. This individual shall certify as correct all documentation in the complete manifest package and provide a description of the "decision logic" used to classify a particular waste.
b. The contractor shall submit to the Contracting Officer or his representative a copy of the complete manifest package for approval.
c. The contractor shall not transport any wastes prior to approval of the complete manifest package by the government.

2.5. TRANSPORTATION OF HAZARDOUS/SPECIAL WASTES. The contractor's on-site personnel overseeing the transporter prior to shipment of the waste shall certify that the packaging, marking, labeling, handling, and placarding of waste complies with Federal, State, and local laws and regulations and it correlates with the waste classification and quantities designated on the manifest prior to the signature of the transporter. The certification shall be submitted to the Rapid Response On-Site Representative (RR-OSR), prior to transport and included as part of the final project report. The contractor shall also comply with or provide the requirements listed below:

a. The contractor shall develop and utilize a transportation and disposal tracking form in order to comply with DOT and RCRA guidelines concerning hazardous waste disposal schedules in accordance with 40 CFR part 262.
b. Discrepancy reports if differences between the quantities or types of hazardous waste designated on the manifest or shipping papers and the quantity or type of hazardous waste the TSDF receives.
c. Exception reports. The contractor shall verify if the generator or his representative have received a copy of the signed manifest from the TSDF on or before the 35th day after transporter signature in accordance with 40 CFR part 262. The contractor shall prepare a draft exception report for the government's approval by the timeframes listed in 40 CFR part 262 if necessary.

2.6. REGULATOR NOTICES OF NON-COMPLIANCE. In the event the contractor is notified by a Federal, State, or local agent that a manifest, shipment, waste disposal document, or any related activity concerning a task order under this contract is in non-compliance with the law, the contractor shall notify the Contracting Officer or his representative immediately.

3. SAFETY AND HEALTH

3.1. GENERAL. This subsection describes in general terms, the minimum contractor safety and health requirements associated with the contract. The contractor shall have an ongoing Safety and Health Program meeting the requirements of all applicable federal, state, and local laws and regulations. In addition, the contractor shall prepare, implement, and enforce for each site a site safety and health plan (SSHP) whenever work is to be performed in a contaminated or potentially contaminated area. The contractor shall ensure that their subcontractors, suppliers and support personnel follow all appropriate safety and health provisions.

3.2. SITE SAFETY AND HEALTH PLAN (SSHP). For each RR task order issued the contractor shall prepare a written SSHP prior to beginning on-site work. As a minimum the SSHP shall contain the following elements:

a. Site description and contaminant characterization.
b. Safety and health hazard (s) assessment and risk analysis for each site task and operation.
c. Accident prevention per EM 385-1-1, "Safety and Health Requirements Manual. "
d. Safety and health staff organization and responsibilities.
e. Site-specific training.
f. Site-specific medical surveillance parameters.
g. Personal protective equipment (PPE) to be used and establishment of action levels for upgrades or downgrades of PPE.
h. Monitoring and sampling, including personal and perimeter air sampling, heat and cold stress, noise, and radiation monitoring.
i. Safety and health work precautions and procedures.
j. Site control measures.
k. Personnel and equipment decontamination facilities and procedures.
l. On-site first aid and emergency equipment.
m. At least two persons currently certified in standard First Aid and CPR by the American Red Cross or equivalent agency shall be present on site at all times during site operations.
n. On-site and off-site emergency response plan and contingency procedures.
o. Logs, reports, and record keeping.

3.3. SAFETY REGULATORY REQUIREMENTS. Work performed under this contract shall comply with EM 385-1-1, and any applicable Federal, State, and local safety and occupational health laws and regulations. This includes, but is not limited to, Occupational Safety and Health Administration (OSHA) standards and the previously noted United States Army Corps of Engineer Safety manual EM 385-1-1. Matters of interpretation of standards shall be submitted to the appropriate administrative agency for resolution before starting work. Where the requirements of this section, applicable laws, criteria, ordinances, regulations, and referenced task order documents vary, the most stringent requirements shall apply.

3.4. STAFF ORGANIZATION – SAFETY. An organizational structure shall be developed that sets forth lines of authority, chain of command, responsibilities, and communication procedures concerning site safety, health, and emergency response. This organizational structure shall cover management, supervisors and employees of the contractor and subcontractors. The structure shall include the means for coordinating and controlling work activities of subcontractors and suppliers. The SSHP shall include a description of this organizational structure as well as qualifications and responsibilities of each of the following individuals.

a. Safety and Health Manager/Certified Industrial Hygienist. The services of an Industrial Hygienist certified by the American Board of Industrial Hygiene shall be utilized. The name, qualifications and work experience summary shall be included in the SSHP. The CIH shall be responsible for the development, implementation, oversight, and enforcement of the SSHP. Any modifications to the SSHP shall be at the direction and approval of the CIH and coordinated with appropriate contractor and governmental personnel.
b. Site Superintendent/On-Site Supervisor. The contractor shall designate an individual who has the responsibility and authority to direct work performed under a task order that is also capable to implement the SSHP and assure compliance.
c. Site Safety and Health Officer. An individual and at least one alternate shall be designated the Site Safety and Health Officer (SSHO). The name, qualifications, and work experience of the SSHP and alternates shall be included in the SSHP. The SSHO shall assist and represent the CIH in the continued implementation and enforcement of the approved SSHP's. The SSHO shall have the primary on-site responsibility and authority to halt work if working conditions that affect on-site/off-site safety and health change. A SSHO may perform other duties.

The contractor shall obtain the Contracting Officer's acceptance before replacing any member of the Safety and Health Staff. Requests shall include the names, qualifications, duties, and responsibilities of each proposed replacement.

4. CHEMICAL QUALITY MANAGEMENT

4.1. GENERAL. This subsection identifies the minimum chemical quality control requirements of this contract. Within this subsection Quality Control (QC) refers to all chemical sampling and analysis, inspections and other activities performed by the contractor to ensure compliance and quality of the work performed and materials supplied by the contractor, all subcontractors, and suppliers. Quality Assurance (QA) refers to activities performed by government personnel. The contractor shall provide samples to support the government's QA effort. Quality Management (QM) refers to the combined QC/QA effort. The specific requirements for contractor QC will be identified in the project task order.

4.2. CONTRACTOR'S SAMPLING AND ANALYSIS PLAN (CSAP). Requirements for number and location of samples, analytical methods, QC/QA and content of the plan will be detailed in the statement of work for each task order. The contractor shall prepare site-specific plans that establish protocols for all sampling and analysis (on-site/off-site), and for the respective quality control requirements. For each RR task order issued the contractor shall prepare a written CSAP prior to beginning on-site work. As a minimum the CSAP shall contain the following elements:

a. Proposed project sampling and analysis organizations
b. Qualifications of chemical support staff
c. Sampling procedures
d. Sample handling, labeling, and shipping
e. Chain of custody
f. Quality control and quality assurance (audit) samples
g. Analytical methods and procedures
h. Analytical, statistical, and control parameters
i. Data analysis and reporting
j. Calibration and maintenance of on-site monitoring and analytical equipment
k. Internal laboratory controls
l. Data validation
m. Procedures for identifying the need for corrective actions
n. Clearly defined data quality objectives (DQO's) with an explanation of how the data meets the objectives.
o. Field screening, analysis methods, and procedures as appropriate
p. Equipment decontamination procedures

4.3. CHEMICAL REGULATORY REQUIREMENTS AND APPLICABLE PUBLICATIONS. The following publications form a part of this specification and work performed under this contract shall comply with applicable sections. Where the requirements of this section, applicable laws, criteria, ordinances, regulations, and referenced task order documents vary, the most stringent requirements shall apply.

a. United States Army Corps of Engineers (USACE), ER 1110-1-263, Engineering and Design - Chemical Data Quality management for Hazardous, Toxic, Radioactive Waste Remedial Activities, 30 April 1998.
b. EPA Methods of Organic Chemical Analysis of Municipal and Industrial Wastewater, EPA – 600/4-82-057.
c. EPA SW-846, Test Methods for Evaluating Solid Waste Physical/Chemical Methods, 3rd Edition.
d. EPA Requirements for Quality Assurance Project Plans for Environmental Data Operations, EPA QA/R-5
e. Guidance for the Data Quality Objectives Process, EPA QA/G-4
f. 40 CFR 122 EPA Administered Permit Programs: The National Pollutant Discharge Elimination System.
g. USEPA Contract Laboratory Program National Functional Guidelines for Organic Data Review, EPA540/R-99/008
h. USEPA Contract Laboratory Program National Functional Guidelines for Inorganic Data Review, EPA 540/R-01/008
i. USACE EM 200-1-1 Validation of Analytical Chemistry Laboratories, 01 Jul 94.
j. USACE EM 200-1-3 Requirements for the Preparation of Sampling and Analysis Plans Chapter 1, September 1994.
k. USACE EM 200-1-2 Technical Project Planning (TPP) Process, 31 August, 1998.
l. USACE EM 200-1-6 Environmental Quality – Chemical Quality Assurance for Hazardous, Toxic and Radioactive Waste (HTRW), 10 October 1997.
m. Department of Army Memorandum, clarification for Sample collection and Preparation Strategies for Volatile Organic Compounds in Solids, 26 October 1998.
n. DoD Quality Systems Manual – Version 2 Final, 29 June 2000

4.4. STAFF ORGANIZATION – CHEMICAL. An organizational structure shall be developed that sets forth lines of authority, chain of command, responsibilities, and communication procedures concerning chemical quality control. This organizational structure shall cover management, supervisors and employees of the contractor and subcontractors. The structure shall include the means for coordinating and controlling work activities of subcontractors and suppliers. The CSAP shall include a description of this organizational structure as well as qualifications and responsibilities of each site chemist. The contractor shall obtain the Contracting Officer's acceptance before replacing any member of the Chemical Quality Control Staff. Requests shall include the names, qualifications, duties, and responsibilities of each proposed replacement.

4.5. LABORATORY REQUIREMENTS. Prior to sampling and analytical activities, the fixed laboratory, and mobile laboratory (if applicable), shall be validated by the USACE Hazardous, Toxic, and Radioactive Waste- Center of Expertise for the contaminants of concern and associated analytical methodology. In addition, other Federally approved laboratories may be required based on the unique task order requirements. The Contractor shall coordinate the laboratory validation process with the authorized USACE-Rapid Response program chemist. Approval shall be based upon review of the laboratories internal quality management procedures, available laboratory documents, inspection of the laboratory, suitable performance of audit samples and/or past performance.

4.5.1. LABORATORY CAPABILITIES. The types of laboratory services anticipated under this contract include but not limited to; waste characterization including ignitability, corrosivity, air/water/hexane, reactivity/solubility, and screening for oxidizers, peroxides, cyanide, sulfide and halogens as necessary for the determination of waste compatibility. The contractor shall be able to provide these services through its own workforce, subcontracting, or through a teaming arrangement.

4.5.1.1. On-site capabilities. The contractor shall be able to provide on-site analysis of air, water, soil, liquid wastes, and solid wastes including gas chromatography analysis for PCB's, volatile organics, soil gas, petroleum, XRF and waste compatibility testing, as specified in the individual task orders.

4.5.1.2. Off-site capabilities. Complete off-site analysis to include but not limited to the analysis of Target Compound List, Target Analyte List, Appendix IX compounds, the Toxicity Characteristic Leaching Procedure with associated methodologies, general water quality analysis (e.g. nitrate, hardness, COD), and physical (e.g. viscosity, density, BTU) and compositional (e.g. TOX, ash, total sulfur) testing. Methods required include those presented in the latest revisions of EPA SW-846, EPA 600/4-79-020, EPA 600-4-88/039, Standard Methods for the Examination of Water and Wastewater and various other ASTM methodologies. Procedures, reporting requirements, and data validation may be as required by EPA QA/R-5.

4.5.1.3. Air Sample Analysis. Analysis of air samples shall be performed by a laboratory, which is currently a successful participant in the American Industrial Hygiene Association (AIHA) Proficiency Analytical Testing (PAT). The methods used shall be NIOSH or EPA approved as found in NIOSH's "Manual of Analytical Methods" and EPA's 600/4-84-041.

4.5.1.4. Custom methods. Innovative or custom methodologies for the analysis of various matrices may be required. This may include bench or study scale testing. An important aspect of this contract is the flexibility of laboratory services with respect to turnaround times for analytical results as well as the ability to utilize nonstandard or innovative methods and procedures. Laboratory turnaround time may be a crucial element in the successful completion of any RR task order.

5. TASK ORDER IMPLEMENTATION/EXECUTION

5.1. WORK PLAN (WP). For each RR task order, the contractor will be required to submit a WP following issuance of the government's scope of services. The WP must be approved by the government prior to start of on-site activities. The WP should fully describe activities that will be performed in the field by the contractor and shall contain (but not be limited to) the following:

a. Statement of work and objectives to be accomplished.
b. Discussion on implementation of the project including the method of operation, type of equipment, personnel required, and other special considerations.
c. A schedule that presents the requirements to complete the required fieldwork and key milestones.
d. Permits, licenses, and certificates, identification number and location of the proposed disposal facilities if necessary.
e. Key personnel to be used on the project and their responsibilities.

f. A site description and contaminant characterization including a statement of applicability of 1910.120.
g. Site-specific contractor management plans.
h. Site control measures.
i. Logs, reports, and record keeping to be utilized.

5.2. WORK PLAN EXECUTION. During execution of the task order the contractor shall follow the approved WP. Any deviation from the plan must be approved by the Contracting Officer or his authorized representative. The contractor shall utilize his project supervisory staff to ensure that all work performed meets the requirements in the contract, the specific task order, and the approved WP.

5.3. CONTRACTOR QUALITY CONTROL. Contractor Quality Control (CQC) is the means by which the contractor ensures that the work, to include that of subcontractors, team members and suppliers, complies with the requirements of the contract. The control shall be adequate to cover all operations, including both on-site and off-site activities. The contractor is responsible for quality control and shall establish and maintain an effective quality control system. The quality control system shall consist of plans, procedures, and organization necessary to produce an end product that complies with governing regulations and contract requirements. The contractor's quality control program shall include four phases of inspection and tests as described below.

5.3.1. PREPARATORY INSPECTION. Preparatory Inspections shall be performed prior to beginning each feature of work on any on-site activity. Preparatory inspections for the applicable feature of work shall include:

a. A review of submittal requirements and all other contract requirements with the site supervisors directly responsible for the performance of the work.
b. A check to ensure that provisions have been made to provide required field control testing and inspection.
c. Examination of the work area to ensure that all required preliminary work has been completed and is in compliance with the contract.
d. Verify all field dimensions and advise the Contracting Officer of any discrepancies; and
e. A physical examination of required materials, equipment, and sample work to ensure that they are on hand, conform to approved shop drawings or submittal data and that all materials and/or equipment are on hand.
f. A review of the appropriate activity hazard analysis to ensure safety requirements are met.
g. Discussion of procedures for conducting the work including elimination of repetitive deficiencies. Document tolerances and workmanship standards for that phase of work.

5.3.2. INITIAL INSPECTION. Initial Inspection shall be performed as soon as work begins on a representative portion of the particular feature of work and shall include examination of the quality of workmanship as well as a review of control testing for compliance with contract requirements.

5.3.3. FOLLOW-UP INSPECTION. Follow-up Inspections shall be performed continuously as any particular feature of work progresses, to ensure compliance with contract requirements including control testing, until completion of that feature of the work. Each check performed 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. The contractor shall not build upon or conceal non-conforming work.

5.3.4. SAFETY INSPECTIONS. The contractor shall perform daily safety inspections of the job site and the work in progress to ensure compliance with EM 385-1-1 and other occupational health and safety requirements of the contract. Daily Quality Control reports as required under Paragraph: "Reporting" shall be used to document the inspection and shall include a notation of the safety deficiencies observed and the corrective actions taken. The contractor shall use his designated Quality Control Staff, including the SSHO, to perform the required inspections and shall supplement the staff with additional personnel as required.

5.3.5. ENFORCEMENT. The contractor shall stop work on any item or feature, pending satisfactory correction of any deficiency noted by his quality control staff, safety and health staff or by the Contracting Officer's representative. The response action shall not proceed upon any feature of work containing uncorrected work. Notations on quality control reports will not be acceptable as a substitution for other written reports by the contractor, if required.

5.3.6. NOTIFICATION OF NONCOMPLIANCE. The Contracting Officer will notify the contractor of any noncompliance with the foregoing requirements. The contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the contractor or his representative at the site of the work, 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.

5.3.7. FINAL ACCEPTANCE INSPECTION. For all RR/IR projects, the Contractor's Quality Control Inspection personnel, his superintendent or other primary management person and the Contracting Officer's representative will be in attendance at this inspection. Additional USACE personnel including, but not limited to, those from Base/Post Civil/Facility Engineer, user groups, and major commands may also be in attendance. The final acceptance inspection will be formally scheduled by the Contracting Officer based upon notice from the contractor. This notice will be given to the Contracting Officer at least 2 days prior to the final acceptance inspection and must include the contractor's assurance that all specific items previously identified to the contractor as being unacceptable, along with all remaining work performed under the contract will be complete and acceptable by the date scheduled for the final acceptance inspection. For fixed price task orders, failure of the contractor to have all contract work acceptably complete for this inspection will be cause for the Contracting Officer to bill the contractor for USACE's additional inspection costs.

5.3.8. QUALITY CONTROL STAFF. The contractor's job supervisory staff may be used for quality control unless special skills and knowledge are needed to perform the surveillance or testing or unless otherwise specified in the Task Order. The contractor's staff member designated as the Quality Control Supervisor must be able to demonstrate the ability to perform correctly the duties required to the satisfaction of the Contracting Officer.

5.4. IR WORK PLAN (IR WP). Due to time constraints in situations where an IR is required, the IR WP will be a very brief document that will allow for expansion of the document in the field as the work progresses. The final document will contain the elements listed in Paragraph above entitled: "Work Plan".

6. CONTRACTOR'S – STAFF – ORGANIZATION – QUALIFICATIONS

6.1. GENERAL. The contractor shall have or be able to develop an organizational structure that is capable of fully executing a RR/IR project. This organization shall include sufficient management and technical personnel that are directly employed by the contractor or can be accessed through teaming arrangements, subcontracting or through temporary professional services labor agreements. The organization must be capable of acting and executing work as a singular entity with adequate lines of authority, responsibility, and communication. This structure shall be able to efficiently and effectively perform/control all task order requirements. Certain Key Personnel shall be considered essential to the contract and to the individual task order and shall not be removed without the approval of the Administrative Contracting Officer (ACO). The following list includes the minimum requirements for this structure.

6.2. Rapid Response Program Office. The contractor shall establish a single RR/IR Program Office. This office is the "Lead" operations office designated to implement the contract. The location of this office can be at the discretion of the contractor (i.e. located at the Corporate or Regional office). The primary functions of the office relate directly to the functions of the designated Operations Manager (see Paragraph: "Operations Manager"). Other functions of this office include but are not limited to the following:

a. Location for all accounting record keeping, manifest tracking, and operations documentation.
b. Location for property administration activities to manage Government-owned property acquired or operated by the contractor under this contract.
c. Training center for planning and executing work performed under this contract, implementing, and managing a quality assurance program that will ensure that all environmental measures and RR/IR contract requirements are obtained.
d. Procurement and Contract Management
e. Billing office for all Contractor progress payments.
f. Location for submittal of SOW and RFP's.

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

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

6.3.1. QUALIFICATIONS. The Program Manager should have the following qualifications:

6.3.2. A college degree.

6.3.3. Equivalent experience in a engineering related field, construction management, geology, chemistry or related field.

6.3.4. Five (5) years experience in Program Management for other contracts/programs.

6.3.5. A minimum of five (5) years working experience in Hazardous, Toxic, and Radioactive Waste (HTRW) or the hazardous waste disposal industry.

6.3.6. Working knowledge of applicable federal, state, and local environmental laws and regulations and federal labor laws.

6.3.7. The proven ability to effectively communicate and manage customer expectations.

6.3.8. The proven ability to locate, coordinate, and utilize resources.

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

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

6.4.1. QUALIFICATIONS. The Operations Manager should have the following qualifications:

6.4.2. A college degree.

6.4.3. Equivalent experience in an engineering related field, construction management, geology, chemistry or related field.

6.4.4. Five (5) year experience in Program/Operations/Contract Management for other Federal contracts/programs.

6.4.5. A minimum of three (3) year working experience in Hazardous, Toxic, and Radioactive Waste (HTRW) response Project Management or hazardous waste disposal industry.

6.4.6. Working knowledge of applicable federal, state, and local environmental laws and regulations and federal labor laws.

6.4.7. Three (3) years experience related to remedial investigations, feasibility studies, remedial design and remedial construction at HTRW sites.

6.4.8. The proven ability to effectively communicate and manage customer expectations.

6.4.9. The proven ability to locate, coordinate, and utilize resources.

6.4.10. Construction Management experience with the proven ability to effectively manage subcontracts and cost reimbursable contracts.

6.5. RESPONSIBILITIES. Specific Operations Manager responsibilities include but are not limited to the following:

6.5.1. Maintaining close communication and coordination with the USACE Rapid Response Program and Operations Managers and the Rapid Response Project Management Team, including reporting any and all problems encountered in performing task orders and implementing any special procedures specified by USACE. Regular meetings as specified below, will occur to ensure this communication and coordination:

6.5.2. The contractor shall attend up to three "Report Card Meetings" a year either at the contractor's office or at the Rapid Response Program Office (Omaha). The purpose of this meeting is to evaluate the progress of each active task order, problem's incurred, and policy or procedural changes.

6.5.3. The Operations Manager shall attend site visits and active projects to evaluate and review work activities when appropriate.

6.5.4. Retaining and managing the distribution of personnel, equipment, and materials so that all items are available within the response times specified for a RR/IR task order.

6.5.5. Negotiating, receiving, acknowledging, approving, and implementing task orders issued by the Contracting Officer.

6.5.6. Designating a Project Manager for each separate task order to work directly with the RR-PM's and coordinating pre-task order planning for each response.

6.5.7. Taking immediate corrective action when performance is not acceptable.

6.5.8. Maintaining an accounting of all costs incurred in accordance with Contract Management Procedures (CMP's) and other reporting requirements, and controlling costs at all levels of work.

6.5.9. Develop procedures and forms as necessary to ensure uniform record keeping and program management documentation.

6.5.10. Initiating a property administration program to manage Government-owned property acquired or operated by the contractor under this contract.

6.5.11. Developing, implementing, and managing a quality control program that will ensure that all construction quality and environmental measures are obtained.

6.5.12. Implementing a comprehensive program safety plan and ensuring that EM 3851-1 and OSHA Hazardous Substances Response regulations (29 CFR 1910) for site safety training and health monitoring are met by all prime and subcontractors.

6.5.13. Resolution of concerns with regard to task order management.

6.5.14. Resolution of resources with regard to subcontracts, manpower, equipment and materials.

6.6. PROJECT MANAGER. For each RR/IR task order issued to the contractor, the contractor shall designate a Project Manager (PM). The contractor shall identify the PM upon receipt of the work authorization letter that directs the contractor to implement a response action. The contractor then shall furnish the PM qualifications, experience and performance for approval by the Contracting Officer. The PM shall be the single point of contact for the task order, and shall be responsible for the management and execution of all cleanup activities in exact accordance with the approved statement of work, contractor's approved SSHP, CSAP, WP, and all federal, state, and local laws and regulations.

6.6.1. QUALIFICATIONS. The Project Manager should have the following qualifications:

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

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

6.6.4. Five (5) years experience related to remedial investigations, feasibility studies, remedial design and remedial construction at HTRW sites.

6.6.5. The proven ability to effectively communicate and manage contractor and customer expectations.

6.7. RESPONSIBILITIES. Specific Project Management responsibilities include but are not limited to the following:

6.7.1. Site visit with USACE prior to task order award to plan and coordinate the RR to be taken. Be on site assisting the planning and direction of the IR, track costs, and follow procedures outlined in the contractors WP.

6.7.2. Maintaining close communication and coordination with USACE for the duration of the project, including reporting of any and all problems encountered in executing cleanup activities.

6.7.3. Responsible for the coordination of Work Plan (WP), Site Safety Health Plan (SSHP), Chemical Sampling & Analysis Plan (CSAP) and Site Specific Contract Management Procedure (SSCMP) development.

6.7.4. Ensuring that all contract task order requirements are met.

6.7.5. Providing administrative support, supervision, and management of all contractor personnel, equipment, and materials. This will ensure that all directives issued by USACE are executed in an acceptable manner.

6.7.6. Ensuring that all Quality Control Standards required by USACE are met as specified by this contract and the task order.

6.7.7. Providing USACE with a detailed reporting of all costs incurred at a specific site under the task order.

6.7.8. Implementing a comprehensive response action safety plan to protect all contractor cleanup personnel, including both the prime and subcontractors.

6.7.9. Assure all aspects of task orders are completed to the satisfaction of the customer.

6.8. CONTRACTS MANAGER/SPECIALIST. The Contracts Manager/Specialist is responsible for assuring that all acquisition and contract management related to this contract (including, but not limited to, subcontracts, socioeconomic programs, field purchases, rental agreements, modifications) are performed in accordance with the requirements and any contract management procedures (CMP's) agreed to. Where applicable, the Contracts Manager/Specialist is responsible for compliance with federal, state, and local laws and regulations related to federal contract management and acquisition.

6.8.1. QUALIFICATIONS. The Contracts Manager/Specialist should have the following qualifications:

6.8.2. A college degree including or supplemented by a minimum of 24 semester hours in accounting, economics, business law, procurement, or management related curriculum. Alternately, the Contracts Manager/Specialist may have completed the examination equivalent to a Certified Profession Contracts Manager through the National Contracts Management Association.

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

6.8.4. Training in acquisition, contract administration, cost and price analysis relating to federal acquisition.

6.9. CONTRACTOR REGULATORY SPECIALIST AND/OR TRANSPORTATION AND DISPOSAL COORDINATOR (CRS/TDC). For all RR/IR task orders issued to the contractor, the contractor shall have or appoint a dedicated Regulatory Specialist and/or Transportation and Disposal Coordinator (CRS/TDC) if the task order requires transportation and or disposal of hazardous, special or non-hazardous materials or waste. The CRS/TDC shall be responsible for all regulatory matters, compliance issues, and permit requirements. The CRS shall coordinate, review and approve all manifests and related documentation.

6.9.1. QUALIFICATIONS. The Contractor Regulatory Specialist/ Transportation and Disposal Coordinator (CRS/TDC) should have the following qualifications:

6.9.2. A minimum of 3 years working experience in federal, state, and local environmental laws and regulations for HTRW response actions.

6.9.3. Comprehensive knowledge of federal, state, and local environmental laws and regulations.

6.9.4. The capability to identify required permits.

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

6.10. RESPONSIBILITIES. Specific responsibilities of the CRS/TDC include but are not limited to the following:

6.10.1. Ensure that all hazardous waste is properly classified, transported, and disposed at a permitted TSDF in compliance with all applicable Federal, State, and local requirements.

6.10.2. Coordinate with USACE and the contractor's PM on performing any additional analysis necessary to ensure compliance with treatment and disposal requirements.

6.10.3. Assist in the selection of RCRA permitted TSDF. Selection of the facilities shall be based upon the facility having proper permits for hazardous waste to be disposed, the incidence and nature of regulatory enforcement actions involving the facility, cost-effectiveness, environmental compliance, regulatory agency input and Contracting Officer approval.

6.10.4. Ensure that all contractor personnel involved in the waste handling are properly trained in packaging, marking, labeling, handling, placarding, storage, transportation, treatment, and disposal requirements of the particular waste as required by federal, state and local laws and regulations.

6.10.5. Ensure the facility's permit status when identifying potential TSDF's and prior to actual shipment of waste for each task order requiring waste treatment, disposal, or storage.

6.10.6. Perform quality assurance reviews of all draft and final hazardous waste manifests, and certify as correct the Hazardous Waste Manifest, Waste Profile Sheets, and Land Disposal Restriction Notification and Certification forms, and all other documentation required by Federal, State, or local laws for each shipment of waste required by any task order.

6.10.7. Track shipment to ensure receipt of waste in required time frames and filling out any associated reports as required (i.e. discrepancy reports).

6.10.8. Ensure that all Discrepancy and Exception Reports are completed in accordance with 40 CFR 264.72, 265.72, and 262.62 .

6.10.9. Develop procedures to track transportation and disposal of hazardous waste for each contractor's regional offices (i.e. comprehensive transportation and disposal checklist).

6.10.10. Periodic site visit to perform quality assurance checks during packaging, marking, labeling, placarding, and shipment phase of the project.

6.10.11. Maintaining close communication and coordination with USACE's Regulatory Specialist.

6.10.12. Drafting or coordination of the WP, SSHP, CSAP, and SSCMP development pertaining to regulatory issues.

6.10.13. Maintain familiarity and understanding of Federal, State and local laws and regulations pertaining to handling of all types of solid or hazardous waste. Become informed of all new or changed requirements, disseminate the information to appropriate contractor personnel, and assure implementation, whenever required.

6.10.14. Ensure that all Hazardous Waste Manifests, annual and/or biennial, are completed and submitted in accordance with federal, state, and local requirements, especially 40 CFR 262.41.

6.11. CERTIFIED INDUSTRIAL HYGIENIST (CIH). The contractor shall utilize the services of an industrial hygienist certified by the American Board of Industrial Hygiene to develop, implement, and oversee all safety and health related aspects of this Contract.

6.11.1. QUALIFICATIONS. The CIH should have the following qualifications:

6.11.2. A minimum of 3 years working experience in the chemical or hazardous waste disposal industry.

6.11.3. Demonstrable expertise in air monitoring techniques and in development of personal protective equipment programs for working in potentially toxic atmospheres.

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

6.11.5. Formal education and training in occupational safety and health.

6.11.6. Certification by the American Board of Industrial Hygiene.

6.12. RESPONSIBILITIES. Specific responsibilities of the CIH include but are not limited to the following:

6.12.1. Develop the appropriate formats of plans (SSHP's) to be used during Rapid and Immediate response field activities. The formats shall be consistent throughout the regional boundaries of the contractor. Plan formats shall be developed to address both chemical (29 CFR 1910), physical (29 CFR 1926, EM 385-1-1), biological, and radioactive hazards in fashion which is focused on field use by labor and management personnel.

6.12.2. Responsible for the oversight of WP, SSHP, CSAP, and SSCMP development pertaining to regulatory issues.

6.12.3. Conduct initial site-specific training and provide continued support for all health and safety activities.

6.13. SITE SAFETY AND HEALTH OFFICER (SSHO). The contractor shall utilize a trained, experienced SSHO to ensure that all elements of the approved SSHP and SSLSP are implemented and enforced on-site.

6.14. QUALIFICATIONS. The SSHO should have the following qualifications:

6.14.1. A minimum of 1 year working experience at hazardous waste sites where EPA Level C and Level B personal protective equipment is required.

6.14.2. Formal training or field equivalent in occupational safety and health.

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

6.14.4. Certified as having completed training in First Aid and CPR by a recognized organization such as the American Red Cross.

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

6.14.6. For asbestos work, shall have one (1) year working experience in the asbestos abatement industry and shall have demonstrable experience in asbestos air monitoring techniques, including successful completion of NIOSH-582 - "Sampling and Evaluating Airborne Asbestos Dust".

6.14.7. Working knowledge of the USACE Safety Manual, EM 385-1-1.

6.15. RESPONSIBILITIES. Specific responsibilities of the SSHO include but are not limited to the following:

6.15.1. Implementation of contractor health and safety in the field.

6.15.2. Inspection of materials and equipment received on site to ensure compliance with contract requirements.

6.15.3. Inspection of on-site safety and health equipment to ensure proper operation and accuracy.

6.15.4. Inspection of Field Activities.

6.15.5. Coordinate personal protective equipment supplies.

6.15.6. Trouble shoot unique field health and safety issues and provide feedback and suggestions to USACE and contractor construction and management personnel.

6.15.7. Conduct necessary real-time and/or time weighted average air monitoring/sampling.

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

6.16.1. QUALIFICATIONS (PC). The PC should have the following qualifications:

6.16.2. A Bachelor of Science degree in chemistry, chemical engineering, or related field.

6.16.3. Two years experience writing work plans and reports. A technical writing class may substituted for some of this experience.

6.16.4. Two years experience in conducting field investigations at HTRW sites.

6.16.5. A working knowledge of calibrating and operating monitoring devices, such as OVA, Hnu, etc.

6.17. UNEXPLODED ORDNANCE (UXO) PERSONNEL, GENERAL - The Contractor shall utilize only UXO personnel that meet or exceed the following minimum qualifications on projects that will be executed under this Contract. EOD personnel shall be U.S. citizens and must comply with DID OE-025, dated 030300. UXO contractors cannot employ active military or Federal civilian employees except for member of the military who are on terminal leave. Credit for EOD experience in National Guard or Reserve units will be based on the documented actual time spent on active duty, not on the total time of service. Explicit details for UXO personnel qualifications are in DID OE-025 and can be found at the OE MCX website at http://www.hnd.usace.army.mil/oew/policy/dids/didindx.html.

6.18. SENIOR UXO SUPERVISOR (SUXOS) – The SUXOS is required to perform the following functions: Planning, coordinating, and supervising all contractor on-site UXO activities; preparation of standard operating procedures (SOPs) for UXO operations ensuring compliance with DOD directives as well as local, state, and federal statues and cods; and certification of Ammunition, Explosives, and Dangerous Articles (AEDA) and/or range scrap as ready for turn-in or disposal in accordance with current policies. The SUXOS must also be fully capable of supervising multiple project teams which may be performing UXO and UXO related activities (e.g., vegetation clearance; land surveying; reconnaissance and classification of UXO, pyrotechnic items, and military explosives and demolition materials; locating surface and subsurface UXO; destroying UXO and OE by burning or detonation; and/or transporting and storing UXO and explosives material). A SUXOS must be able to fully perform all of the functions enumerated for UXCO Sweep Personnel and UXO Technicians I, II, and III. The minimum qualifications of the SUXOS will include:

6.18.1. Graduate of the U.S. Army Bomb Disposal School, Aberdeen Proving Grounds, MD or U.S., Naval EOD School, Indian Head, MD.

6.18.2. Having at least 15 years UXO experience, which may be a combination of active duty military EOD and contractor UXO experience.

6.18.3. Experience in supervisory positions.

6.19. UXO QUALITY CONTROL SPECIALIST (UXOQCS) – The UXOQCS must be able to fully perform all functions enumerated for UXO Sweep Personnel and UXO Technicians I, II, and III. The UXOQCS must have the specific training, knowledge, and experience necessary to implement the contractor's OC plans. In addition, the UXOQCS must have the ability to implement the UXO specific sections of the Quality Control Program for all OE related evolutions; conduct quality control inspections of all UXO and explosives operations for compliance with established procedures; and direct and approve all corrective actions to ensure all OE related work complies with contractual requirements. *If not currently a direct hire employee of the prime contractor, a letter of commitment from this individual will accompany his/her resume stating they will become a employee of the prime at the time of award of a UXO Task Order.* The minimum qualifications of the UXOQCS will include:

6.19.1. Graduate of the U.S. Army Bomb Disposal School, Aberdeen Proving Grounds, MD or U.S. Naval EOD School, Indian Head, MD.

6.19.2. At least 10 years combined active duty military EOD and UXO experience in OE clearance operations and supervising personnel.

6.19.3. Documented Quality Control Experience

6.20. UXO SAFETY OFFICER (UXOSO) – The UXO Safety Officer (UXOSO) will have the ability to implement the approved UXO and explosives safety program in compliance with all DOD, federal, state, and local statutes and codes; analyze UXO and explosives operational risks, hazards, and safety requirements; establish and ensure compliance with all site specific safety requirements for UXO and explosives operations; enforce personnel limits and safety exclusion zones for UXO clearance operations, UXO and explosives transportation, storage, and destruction; conduct safety inspections to ensure compliance with UXO and explosives safety codes; and operate and maintain air monitoring equipment required at site for airborne contaminates. The UXOSO must be able to perform all functions enumerated for UXO Sweep Personnel and UXO Technicians I, II, and III. *If not currently a direct hire employee of the prime contractor, a letter of commitment from this individual will accompany his/her resume stating they will become a employee of the prime at the time of award of a UXO Task Order.* The minimum qualifications of the UXOSO will include:

6.20.1. Graduate of the U.S. Army Bomb Disposal School, Aberdeen Proving Grounds, MD or U.S. Naval EOD School, Indian Head, MD.

6.20.2. At least 10 years combined active duty military EOD and UXO experience in OE clearance operations and supervising personnel.

6.20.3. Documented experience in administering approved UXO and explosive safety programs.

6.21. UXO TECHNICIAN III. The UXO Technician III shall be responsible for supervising and performing on-site disposal of Ordnance and Explosives (OE); preparing explosives storage plans in accordance with all applicable guidance; preparing required OE administrative reports; preparing SOPs for on-site OE operations; performing risk hazard analysis; conducting daily site safety briefings; and supervising the conduct of all on-site evolutions directly related to OE operations. The UXO Technician III must be able to fully perform all functions enumerated for UXO Sweep Personnel and UXO Technicians I and II. The minimum qualifications of the UXO Technician III shall include:

6.21.1. Graduate of the U.S. Army Bomb Disposal School, Aberdeen Proving Grounds, MD or U.S. Naval EOD School, Indian Head, MD.

6.21.2. Experience in OE clearance operations and supervising personnel

6.21.3. At least 10 years combined active duty military EOD and contractor UXO experience.

7. ADMINISTRATIVE REQUIREMENTS.

7.1. GENERAL. Technical and regulatory reports shall be prepared and submitted by the contractor to the government for each project. The contractor shall maintain current records of all quality control operations, site activities and tests performed including the work of all subcontractors. These records shall include both conforming and defective or deficient features and shall include a statement that the supplies and materials incorporated in the work and workmanship comply with the contract and task order requirements. Daily reports and daily work orders shall be required for every day the contractor is performing fieldwork. The contractor will be provided with a copy of a typical "daily report" and a typical "daily work order" by the government. The contractor may use their company's current form if approved by the Contracting Officer. The form that is used shall be reproduced, fully executed and submitted in duplicate to the Contracting Officer's representative no later than 1:00 p.m. the following day.

7.2. DAILY REPORTS. The following reports are examples of what may be required on a typical RR or IR project, however an individual task order may modify or alter some of these requirements:

a. Daily Quality Control Report
b. Daily Work Order
c. Daily Cost Tracking Form (Cost reimbursable)
d. Safety "tool box" meeting minutes
e. Regulatory data for that day

7.3. WEEKLY STATUS REPORT. The contractor shall submit a weekly progress report no later than the following Monday morning after the week being reported on. The report will summarize the significant activities that occurred on the task order site in a narrative format. A sample "weekly status report" will be provided to the contractor.

7.4. FINAL REPORT. The Project Final Report shall be submitted after completion of the fieldwork for each task order. The report shall include a summary of the work performed and all project documentation. The exact format and requirements will be specified on a task order basis.

End of Section C

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1. PACKAGING AND MARKING D-1

1. PACKAGING AND MARKING. Packaging and Marking requirements shall be specified on individual Task Orders.

End of Section D

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2.	**Inspection of Services--Cost-Reimbursement**	**E-2**
3.	**Inspection of Construction**	**E-3**

1. 52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.
(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(End of clause)

2. 52.246-5 INSPECTION OF SERVICES--COST-REIMBURSEMENT (APR 1984)

(a) Definition. "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.
(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
(d) If any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce any fee payable under the contract to reflect the reduced value of the services performed.
(e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances or (2) terminate the contract for default.

(End of clause)

3. 52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

(a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.
(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
(c) Government inspections and tests are for the sole benefit of the Government and do not--(1) Relieve the Contractor of responsibility for providing adequate quality control measures; (2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance; (3) Constitute or imply acceptance; or (4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) below.
(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.
(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.
(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
(g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.
(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(End of clause)

END OF SECTION E

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1. DELIVERIES OR PERFORMANCE F-1

1. DELIVERIES OR PERFORMANCE. The deliveries, performance dates or schedules will be established in each Task Order. Completion dates for work will be as negotiated in each Task Order.

End of Section F

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1. Invoicing Data G-1
2. Contract Administration Data G-1

1. INVOICING DATA

Submit/mail invoices to:

Rapid Response Program Office
USAED, Omaha: CENWO-CD-RR
P.O. Box 13287
Offutt AFB, NE 68113

All invoices will be identified with the resultant Contract Number.

Payment will be made by:

US Army Corps of Engineers
Finance and Accounting (CEFC-AO-P)
5700 Wasp Avenue
Millington, TN 38054

2. CONTRACT ADMINISTRATION DATA

The Contract will be administered by:

U. S. Army Corps of Engineers
CENWO-CT-ER
106 South 15th Street (3rd Floor)
Omaha, NE 68102

END OF SECTION G

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1. INDEFINITE QUANTITY.

A. LIMITATIONS. Except for any limitations on quantities in the task order Limitations clause, there is no limit on the number or size of orders that may be issued. The Government may issue orders requiring or performance at multiple locations.

(1) ORDERS ISSUED. 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.

(2) TASK ORDER PROVISIONS. Provisions included in the basic contract shall take precedence over task order provisions in the event of conflicting provisions contained in the two documents.

B. REIMBURSEMENT TO THE CONTRACTOR. The contractor shall be reimbursed for all allocable and allowable costs up to the "not to exceed" amount for work specifically directed by the Contracting Officer, except:

(1) Preparation and formalization of CMP's.

(2) Preparation and negotiation of Cost proposals.

C. TERMINATION OF THE TASK ORDER. The Contracting Officer may at any time, prior to award of the task order, determine that it is not in the best interest of the Government to issue said order to the contractor.

D. CONTRACTOR EVALUATION. Performance evaluations will be completed by the Government throughout execution of this contract. A summary evaluation will be prepared upon completion of each task order. Refer to Section J for an example of an evaluation form.

2. INVOICES. The contractor may submit an invoice no more often than one (1) time every thirty (30) calendar days or upon the completion of each task order unless approved by the Administrative Contracting Officer (ACO). Partial payments for individual task orders are authorized. All invoices shall be submitted in the original and twp (2) copies. The invoices shall contain the contract number and task order number and shall be submitted to the address identified in Block 7 of the DD Form 1155 for the purpose of certification, audit and processing for payment.

3. PAYMENTS. Payments on Fixed Price task orders shall be paid as stipulated in the resultant "Payments" clause of the basic contract. Payments on Cost Reimbursement task orders shall be paid as stipulated in the Contract Management Procedures (CMP's) Payment of Fixed Fee will be in accordance with Section H, paragraph, "PROFIT/FIXED FEE", and applicable CMP.

4. INSURANCE REQUIRED. In accordance with CONTRACT CLAUSES clause: "Insurance Work on a Government Installation," the contractor shall procure the following minimum insurance:

Type	Amount
Workmen's Compensation and Employer's Liability Insurance	$100,000
General Liability Insurance	$500,000 per occurrence
Automobile Liability Insurance	$200,000 per person and
Bodily injury	$500,000 per occurrence
Property Damage	$ 20,000 per occurrence

(Coverage per FAR 28.307-2)

Group Insurance Plans under Cost-Reimbursement Contracts- Shall be approved in accordance with HCA instructions. Coverage per AFAR 5128.307-1 - Group Insurance Plans.

5. SECURITY, STAGING AND WORK AREAS. Access into all secure areas and establishment of the contractor's staging and designated work areas, shall be coordinated through the Contracting Officer's Representative. The contractor shall be responsible to secure his own work site area. The contractor shall comply with security regulations imposed by the Installation Commander and/or the agency occupying the space where work is to be performed and shall arrange for any necessary security clearances.

A. VEHICLE IDENTIFICATION. All privately owned vehicles (including contractor pickups, but not heavy equipment or trailer towed equipment) shall be registered while working on a military installation. A safety inspection may be required. Each vehicle owner will need to show (1) a valid driver's license, (2) a current vehicle registration, and (3) proof of automobile liability insurance.

B. IDENTIFICATION OF ON-SITE EMPLOYEES. The contractor shall furnish to and require each employee engaged on the work at the work site to display, such identification as may be approved and directed by the Contracting Officer. All prescribed identification shall immediately be delivered to the Contracting Officer, for cancellation upon release of any employee(s). When the contract involves work in restricted security areas, only employees who are U.S. citizens will be permitted to enter. Proof of U.S. citizenship is required prior to entry. When required by the Contracting Officer, the contractor shall obtain and submit fingerprints of all persons employed or to be employed on the project.

C. WORK AREAS. The contractor shall provide site security (e.g. fencing or guard service) as required by individual task orders. At a minimum the contractor shall maintain the site and all other contractor controlled areas in such a manner as to minimize the risk of injury or accident to site personnel or others who enter the area. Work on or near roadways shall be carefully marked with lights and barricades meeting State and local regulations or where such regulations are not applicable are adequate to minimize the risk of an accident. Open excavations, which pose a danger to site personnel or others, shall be fenced to prevent accidental entry. Sideslopes of excavations shall be shored or left at a safe angle of repose. All equipment, when not in operation, shall be left in a safe manner (e.g. wheels blocked and buckets on the ground). Near residential areas where there may be children special consideration must be given to site security/safety needs.

D. SECURITY AT MILITARY INSTALLATIONS. When work is performed at a military installation the contractor shall comply with all security requirements of that installation. The contractor may need to obtain "Secret" or "Top Secret" security clearance for their employees, as specified in individual task orders.

6. EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE.

A. COST DETERMINATION. Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data. When the Government can determine both ownership and operating costs for each piece of equipment or equipment groups of similar serial and series from the contractor's accounting records. When both ownership and operating costs cannot be determined from the contractor's accounting records, equipment costs shall be based upon the applicable provisions of EP 1110-1-8, "Construction Equipment Ownership and Operating Expense Schedule." Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the Contracting Officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the Schedule in effect at the time of negotiations shall apply. For retrospective pricing, the Schedule in effect at the time the work was performed shall apply.

B. RENTAL COSTS. Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36, substantiated by certified copies of paid invoices. Rates for equipment rented from an organization under common control, lease-purchase, or sale-leaseback arrangements will be determined using the schedule except that rental costs leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees are allowable. Costs for major repairs and overhaul are unallowable.

C. ACTUAL EQUIPMENT COSTS. When actual equipment costs are proposed, cost or pricing data shall be submitted on Standard Form 1411, "Contract Pricing Proposal Cover Sheet." By submitting cost or pricing data, the contractor grants to the Contracting Officer or an authorizing Government representative the right to examine those books, records, documents, and other supporting data that will permit evaluation of the proposed equipment costs. After price agreement, the contractor shall certify that the equipment costs or pricing data submitted are accurate, complete, and current.

7. AS-BUILTS

7.1 DRAWINGS. If required in the task order, the contractor shall maintain two separate sets of red-lined full scale, as-built construction drawings marked-up to fully indicate as-built conditions. These drawings shall be maintained in a current condition at all times until completion of the work and shall be available for review by Government personnel upon request. The location, general description, type of material, and approximate depth below finished grade of all new and existing exterior underground utilities encountered shall be indicated. All variations from the contract drawings, for whatever reason, including those occasioned by optional materials and the required coordination between trades, shall be indicated. These variations shall be shown in the same general detail utilized in the initial contract drawings. Both sets of as-built construction drawings shall be furnished to the Contracting Officer on the date of final inspection.

7.2 WORKPLANS. The contractor shall maintain on-site two complete sets of all project workplans marked-up to fully indicate as-built conditions, actual site conditions, or any changes to the methodology of the work execution. Workplans for the purpose of this paragraph shall include the Site Safety and Health Plan, the Chemical Sampling and Analysis Plan, the Site Workplan, and other similar documents that describe the work. All variations from the original workplans shall be indicated by red-lining the changes. These variations shall be shown in the same general detail utilized in the initial task order workplans. At the completion of the on-site work, one complete set of marked-up workplans shall be furnished to the Contracting Officers representative and the contractor may use the remaining set when completing the final report.

8. SUBMITTALS.

A. CONTRACTOR RESPONSIBILITIES. The Contractor is responsible for total management of his work including scheduling, control, and certification of all submittals. The submittal management system provided in these specifications is intended to be a system for the Contractor to use to control the quality of materials, equipment and workmanship provided by manufacturers, fabricators, suppliers, subcontractors, and the Complete Manifest Package (refer to Section C, Paragraph: "Complete Manifest package" for details). The Contractor shall review each submittal for contract compliance. Submittals that comply will be forwarded to the Government. Submittals that do not conform will be returned to the originator to be corrected. No construction or installation activities shall be performed prior to receipt of required approvals of applicable submittals. The Contractor shall perform a check to assure that all materials and/or equipment have been tested, submitted and approved.

B. GOVERNMENT RESPONSIBILITIES. The Government will prepare a list of submittals required for each task order. This list will be included the statement of work. The Government will review submittals designated for Government approval and approve those conforming to contract requirements. The approval of submittals by the Contracting Officer shall not be construed as a complete check, but will indicate only that the general method of construction, materials, detailing and other information are satisfactory. Submittal approval will not relieve the Contractor of responsibility for any error, which may exist. The Contractor under the Contractor Quality Control (CQC) requirements of this contract is responsible for ensuring that the quantities, waste characterizations, classification, and all other details of the waste on-site matches what is on the manifest prior to signature of the manifest; or dimensions and design of adequate connections, details and satisfactory construction of all work for a shop drawing. After submittals have been approved by the Contracting Officer, no resubmittal for the purpose of substituting materials or equipment will be given consideration unless accompanied by justification as to why a substitution is necessary.

C. CATEGORIES OF SUBMITTALS

(1) CATEGORY I. All Category I submittals are subject to approval by the Contracting Officer. Category I submittals may also be noted as "GA1" in the statement of work.

D. DISAPPROVED SUBMITTALS. On a disapproved submittal, the Contractor shall make all corrections required by the Contracting Officer and promptly furnish a corrected submittal in the form and number of copies as specified for the initial submittal. The Contractor shall examine his quality control plan and organization to determine why his controls did not identify the deficiency. Appropriate adjustments will be made in the quality control program and/or implementation. If the Contractor considers any correction indicated on the submittals to

constitute a change to the contract, notice as required under the Contract Clause entitled "Changes" shall be given promptly to the Contracting Officer.

E. WITHHOLDING OF PAYMENT. Payment for materials incorporated into the work will not be made if required submittals/approvals have not been obtained.

F. EXECUTION.

(1) GENERAL. The Contractor shall submit all items listed in the statement of work. The Contracting Officer may request submittals in addition to those listed when deemed necessary to adequately describe the work covered in the respective sections. Units of weights and measures used on all submittals shall be the same used on the contract drawings. Submittals shall be made in the respective number of copies and to the respective addresses set forth below. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with all contract requirements. Prior to submittal, all items shall be checked and approved by the CQC representative for all except the "Complete Manifest Package, which will be checked and approved by the Contractor Regulatory Specialist (CRS/TDC). Each respective transmittal form (ENG FORM 4025) shall be stamped, signed, and dated by the CQC/CRS/TDC representative certifying that the accompanying submittal complies with all the contract requirements. Proposed deviations from the contract requirements shall be clearly identified. Submittals shall include items such as: the Complete Manifest Package, Contractor's, Manufacturer's, or Fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; test cylinders; samples; O&M manuals including parts list; certifications; warranties and other such required submittals. Submittals requiring Government approval shall be scheduled and approval given prior to the acquisition of the material or equipment covered thereby.

(2) SUBMITTAL REQUIREMENTS WITHIN THE STATEMENT OF WORK. The Contractor will be furnished a list within the statement of work on which will be listed each item of equipment and material of each type for which fabricators drawings, and/or related descriptive data, test reports, samples, spare parts lists, O&M manuals, or other types of submittals are required by the specifications. A submittal list of wastes will not be generated for all wastes that are required to be manifested as part of the statement of work. The contractor shall coordinate this effort with the Contracting Officer or his/her designated representative on-site for each individual task order.

(3) SCHEDULING. Submittals covering component items forming a system or items that are interrelated shall be scheduled to be coordinated and submitted concurrently. Certifications to be submitted with the pertinent drawings shall be so scheduled. Adequate time (a minimum of twenty (20) calendar days, or as otherwise directed by the Contracting Officer, exclusive of mailing time) shall be allowed on the register for review and approval. No delays, damages or time extensions will be allowed for time lost to the review and/or approval of late submittals.

(4) MANIFEST SUBMITTAL PROCEDURE. The manifest, submittal with attached signed SF 4025, shall be mailed via a carrier service that will provide overnight service, telecopied, or unless otherwise directed to the addresses noted in the individual task order scope of services and/or as directed at the pre-construction conference. Submittals shall be made as follows:

(a) Category I Submittals . All items listed as Category I submittals, with the exception of the Complete Manifest Package, shall be mailed directly to the addressee given in the task order scope. All catalog and descriptive data shall be submitted in the amount of copies specified in individual task orders. Catalog cuts and other descriptive data which have more than one model, size, type or which shows optional equipment, shall be clearly marked to show the model, size, type and all optional equipment which is proposed for approval. Submittals on component items forming a system or that are interrelated, shall be submitted at one time as a single submittal in order to demonstrate that the items have been properly coordinated and will function as a unit.

(b) Certificates of Compliance . Certificates of Compliance are Category I submittals and shall be signed by an official authorized to certify in behalf of the manufacturing company. The Certificate shall contain the name and address of the Contractor, the project name and location, and the quantity and date or dates of shipment or delivery to which the certificates apply. Copies of laboratory test 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 of Compliance 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 specific requirements.

(c) Purchase Orders . Copies of purchase orders shall be furnished to the Contracting Officer when the Contractor requests assistance for expediting deliveries of equipment or materials, or when requested by the Contracting Officer for the purpose of quality assurance review. Each purchase order issued by the Contractor or his subcontractors for materials and equipment to be incorporated into the project shall (1) be clearly identified with the applicable DA contract number, (2) carry an identifying number, (3) be in sufficient detail to identify the material being purchased, (4) indicate a definite delivery date, and (5) display the DMS priority rating, if applicable.

(d) Operation and Maintenance Instructions and/or Manuals. Where required by various technical sections, operations and maintenance instructions and/or manuals with parts lists included shall be provided by the Contractor in quintuplicate, unless otherwise specified. They shall be assembled in three-ring binders with index and tabbed section dividers, having a cover indicating the contents by equipment or system name and project title and shall be submitted for approval to the Contracting Officer 30 days prior to final tests of mechanical and electrical systems. Each operation and maintenance manual shall contain a copy of all warranties. If field testing requires these copies to be revised, they shall be updated and resubmitted for approval within 10 calendar days after completion of tests.

(5) DEVIATIONS. For submittals, which include proposed deviations requested by the Contractor, the column "variation" on the Engineering Form 4025 (Eng Form 4025) shall be checked. The Contractor shall set forth in writing the reason for any deviations and annotate such deviations on the submittal. The Government reserves the right to rescind approval of submittals containing unnoted deviations.

For manifests, approval of a submittal containing a deviation will not constitute approval of the deviation. The Government retains the right to require compliance with the contract notwithstanding the deviation, the contractor shall be responsible for compliance unless a deviation is specifically approved after submission of written notice and justification.

(6) CONTROL OF SUBMITTALS. The Contractor shall carefully control his procurement operations to ensure that each individual submittal is made on or before the Contractor scheduled submittal date shown on the approved "Submittal Register."

(7) GOVERNMENT APPROVED SUBMITTALS. Upon completion of review of submittals requiring Government approval, the submittals will be identified as having received approval by being so stamped and dated. The drawing print, sets of all catalog data, and descriptive literature will be retained by the Contracting Officer. The drawing reproducible, two (2) sets of catalog data, and descriptive literature will be returned to the Contractor.

(8) INFORMATION ONLY SUBMITTALS. "Information Only" submittals will be noted in the statement of work and will be marked as "FIO" or "For Information Only". Normally submittals for information only will not be returned. Approval of the Contracting Officer is not required on information only submittals. These submittals will be used for information purposes. The Government reserves the right to require the Contractor to resubmit any item submitted under For Information Only that is found not to comply with the contract. This does not relieve the Contractor from the obligation to furnish material conforming to the plans and specifications and will not prevent the Contracting Officer from requiring removal and replacement of nonconforming material incorporated in the work. This also does not relieve the Contractor of the requirement to furnish samples for testing by the Government laboratory or check testing by the Government in those instances where the technical specifications so prescribe.

(9) STAMPS. Stamps used by the Contractor on the submittal data to certify that the submittal meets contract requirements shall be similar to the following:

CONTRACTOR
(Firm Name)

_____ Approved
_____ Approved with corrections as noted on submittal data and/or attached sheets(s).

SIGNATURE: _____

TITLE: _____

DATE: _____

9. GOVERNMENT-FURNISHED PROPERTY.

A. Any Government-furnished property to be used under this contract shall be identified on individual task orders. The contractor, with his own forces, shall transport all Government-furnished equipment/materials described on the task order, once received from the Government. The equipment/materials shall be transported from the Government storage area to the work site indicated on the task order. The contractor shall assume the risk and responsibility for the loss or damage to Government-furnished property. The contractor shall follow the instructions of the Contracting Officer's On-site Representative (OSR) regarding the disposition of all Government-furnished property not consumed in performance of a task order.

B. For acquired government property, under cost reimbursement Task Orders, the contractor is required to:

(1) Identify all government property as acquired (purchased/furnished),
(2) Set-up on GPCS on computer,
(3) Input required dated to GPCS,
(4) Assign property tags to non-expendable items,
(5) Track property as required by policy (Issuance, Transfer, Expend, Install),
(6) Ensure periodic physical inventories are properly performed,
(7) Coordinate final disposition with client at project close
(8) Ensure final physical inventory and subsequent transfer is properly completed.

10. CONTRACTOR FURNISHED EQUIPMENT AND MATERIAL DATA. Prior to final inspection and acceptance of the work, the contractor shall submit the data mentioned in the following subclauses.

A. EQUIPMENT LIST. An itemized equipment list of permanent equipment, showing unit retail value, nameplate data including serial number, model number, size, manufacturer, and other relevant data, for all contractor-furnished items of plumbing fixtures, laboratory counters and cabinets, kitchen equipment, mechanical equipment, electrical equipment, and fire protection systems installed under this contract.

B. GUARANTEES. A list of all equipment items which are specified to be guaranteed accompanied by a copy of each specific guarantee therefore shall be submitted . For each specific guaranteed item the name, address, and telephone number shall be shown on the list for subcontractor who installed the equipment or material, equipment and material supplier or distributor, and equipment manufacturer.

11. PERFORMANCE EVALUATION OF THE CONTRACTOR. The contractor's performance will be evaluated upon final acceptance of the work. However, interim evaluation may be prepared at any time during contract performance when determined to be in the best interest of the Government. The contractor will be rated either outstanding, satisfactory, or unsatisfactory in the areas of contractor Quality Control, Timely Performance, Effectiveness of Management, Compliance with Labor Standards, and Compliance with Safety Standards. The contractor will be advised of any unsatisfactory rating, either in an individual element or in the overall rating, prior to completing the evaluation, and all contractor comments will be made a part of the official record. Performance Evaluation Reports will be available to all DOD Contracting offices for their future use in determining contractor responsibility, in compliance with DFARS 236.201(c)(1).

The contractor will be giving an annual CCAS rating by the government. In addition, a task order “critique” will be prepared and submitted to the contractor. The purpose of the critique is to notify the contractor of their performance and to communicate lessons learned for the improvement performance.

12. TASK ORDERS. Task orders may be cost reimbursement, Firm-Fixed Price, as determined by the Contracting Officer.

13. COST REIMBURSABLE TASK ORDERS. This section outlines Government policies, procedures, practices, and requirements unique to cost reimbursement. The Contractor/Team/Joint Venture must have an accounting system that is federally approved and is capable of capturing cost reimbursement actions.

A. PROPOSAL REQUIREMENTS. The Government is concerned with the contractor's ability to control the nature and amount of costs on cost reimbursement task orders since much of the risk associated with cost is borne by the Government. Therefore, the successful contractor shall exercise adequate cost control policies and procedures.

B. GENERAL. Emphasis placed on cost control is important because of the multiple funding sources possible under this contract. These sources may include but are not limited to; Department of Defense (DOD), Defense Environmental Restoration Program (DERP), Environmental Protection Agency (EPA), Department of Commerce, Bureau of Land Management, Department of Energy, and others. As such, work will be obligated and directed not only by task order, but by individual project funds. It is imperative that the contractor be capable of estimating, budgeting, accounting, and reporting of costs by individual funding source as well as work item. To the extent practical, the Government will attempt to segregate task orders or other work authorizations to a sole funding source for administrative convenience. The Contractor shall make available, upon request, supporting documents and provide for physical inspection or demonstration at the appropriate office, of its accounting system capabilities to support cost reimbursement contract accounting needs.

C. STANDARD OPERATING PROCEDURES. After award of the contract, Standard Operating Procedures (SOP) will be developed. They will address administrative and processing procedures. It is expected the contractor will have in place SOPs to cover its detailed procedures relating to cost reimbursement contracted work with the Government.

D. RR/IR COST CONTROL SYSTEM (FOR COST REIMBURSABLE TASK ORDERS). The contractor's RR/IR cost control system is considered critical to the success of cost reimbursement task orders. It must be based on a daily cost tracking system where actual on-site/home office labor, equipment, purchases, subcontracts, and other project costs are recorded into a spreadsheet or database. Automated information should be remotely accessible at the work site and other locations to allow for daily cost tracking of actual labor, equipment, purchases, subcontracts, other commitments, obligations, and expenditures. This system is used as a project management tool to capture committed or obligated costs as they occur, not when reconciled at invoice. These committed costs are compared against the current budgeted task and a variance is then calculated.

- Compliance with Department of Defense Instruction (ODI) 7000.2, Cost Schedule and Cost System Criteria is not required.

E. A cost tracking system, capable of the following as a minimum, <u>is required</u>:

1. The cost tracking system shall be maintained on-site and shall provide real time ability to capture costs including both home and field costs.

2. The cost tracking system shall have the ability to forecast costs.

3. The cost tracking system shall provide a daily report for review and approval by the Government.

4. The cost tracking system shall allow for the active management and budgeting of task order costs, including but not limited to home office costs, direct field costs, indirect costs, subcontractor costs, equipment costs, and other project costs.

5. The cost tracking system shall provide a weekly, or as requested, cost comparison/cost variance report. This report shall capture all committed/expended costs and shall allow the comparison of the forecasted total task order cost with the budgeted cost. It shall also show the overruns/underruns on the individual task order tasks.

F. Contractor shall have the ability to utilize the USEPA's Removal Cost Management System (RCMS). The Contractor shall also be able to produce variance reports or other similar reports from RCMS.

G. ON-SITE COST REPORTS FOR COST REIMBURSABLE TASK ORDERS. The contractor's on-site cost support person shall provide the Government with daily cost reports stating labor, equipment, per diem, field purchases, inventory used, subcontracts, and analytical costs for the Government's approval on a timely basis every day. In addition, a cost-to-date summary by task must be provided whenever requested or at least on a weekly basis which must include costs obligated to date compared against the current budget. The contractor must be capable of analyzing each task to determine the estimated costs to complete each task. This cost will be input into the summary spreadsheet and a variance will be calculated to determine the cost variance on a task-by-task basis and on the total task order. The fixed fee must be included as a committed cost.

H. PROPERTY MANAGEMENT. The contractor will be required to perform property management on cost reimbursement task orders. The contractor shall have an individual who is responsible for property management. This person must be qualified and completely understand the importance of property management. As such, the contractor shall perform this function in accordance with provisions of the FAR.

I. Temporary Duty Costs (Travel/Per Diem). Control of transportation costs, per diem costs and costs associated with temporary duty of contractor employees away from their permanent assignment location must be demonstrated. For contractor personnel traveling, the Federal Travel Regulations (FTR) will be generally applicable in determining reasonableness of otherwise allowable reimbursable costs. Per Diem shall be reimbursed. A summary sheet shall be prepared with a daily record of expenses, as well as a variance report. Hotel bills shall be provided to substantiate payment.

K. SUBCONTRACTOR MANAGEMENT**.** Initial subcontractor consent will be required for all cost reimbursable contracts where the amount of the subcontract is 5% or $100,000, whichever is less. The contractor shall obtain adequate competition for all subcontracts unless the Contracting Officer or Administrative Contracting Officer (ACO) approves a subcontract action for less than adequate competition. The Contractor shall avoid going sole source on any materials, equipment, or personnel. If sole source is absolutely required, the Contractor shall supply the necessary justification, documenting the reasoning for going sole source and the difficulty in obtaining full and open competition. Justification that is required with the Contractor's proposal shall be completed in the field and submitted to the Government on site representative who reviews and recommends approval to the Administrative Contracting Officer. The contractor will be authorized to proceed when advised by the Government on site representative that the action is approved. If requested, an advance copy of the Bid Proposal Package sent to the proposed subcontractors shall be provided to the Rapid Response Project Team for comment. Prior notification of change orders to subcontracts shall be provided to the contracting officer. Changes that exceed the minimum stipulated in the FAR (currently $100,000), will require formal subcontract consent.

L. Contractor internal AUDITS. At any time before final payment under this contract, the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for under payments.

(1) COST REIMBURSEMENT TASK ORDERS. Interim and final payments on cost reimbursement task orders are subject to audit by the cognizant Federal audit agency. The required detail of the invoice package will be addressed in the CMP's.

M. TECHNICAL DIRECTION, CHANGES, AND CLAIMS. Contract clauses for changes and disputes are included for cost reimbursement task orders. A specific technical direction clause is not included but the ability of the Government to supply contractors with details of performance as work progresses is incorporated in the Contract Clause: "Work Oversight in Cost Reimbursement Construction Contracts". The contractor is expected to demonstrate an ability to minimize subcontract disputes and to effectively and efficiently control and process subcontract changes. Pre-pricing of subcontract changes is preferred, as is a formal system of issuing subcontract changes where obligations are recorded at the time work is directed and drawing change or specification changes are issued to the subcontractor.

N. CLOSEOUT PROCEDURES. To the extent allowable, the Government will attempt to utilize quick closeout procedures for audit of cost reimbursement task orders. Emphasis will be placed on financially closing Task Orders within 90 days of project acceptance. All cost reimbursement task orders will require a final audit by the cognizant audit office of the Federal Government. The contractor is expected to demonstrate procedures and processes that facilitate quick subcontract and supplier closeout and resolution of disputes.

14. ACCOMMODATIONS FOR GOVERNMENT Staff. The contractor shall be required in accordance in individual task orders, to furnish a temporary office facility for Government Staff. The particular requirements of the facilities shall be described in the individual task order, but in most cases the preferable method will be to share the main temporary office trailer with the prime contractor.

15. PARTNERING. The Government intends to encourage the formation of a cohesive partnership with the contractor. This partnership will be structured to draw on the strengths of each organization to identify and achieve reciprocal goals. This partnership between the contractor and the Government will be voluntary and its implementation will not be part of the contract requirements nor will it result in a change to contract price or terms. An initial contract partnering meeting will be held at a mutual agreed upon location with key contractor and government personnel. In addition, partnering "maintenance" meetings may be required throughout the life of the contract.

16. REQUIREMENT FOR PAYMENT AND PERFORMANCE BONDS. For all firm-fixed price construction task orders or firm-fixed price construction subcontracts under cost reimbursable task orders issued under this Indefinite Delivery Type contract in the amount of $100,000 or above, the contractor shall be required to furnish Performance and Payment Bonds from treasury listed sureties listed on the TD-570 (Treasury Circular 570).

A. STANDARD FORM 25 AND 25A. Any bonds furnished under the resultant contract by the contractor shall be executed on Standard Form 25 (Performance Bond) and Standard Form 25A (Payment Bond) prior to commencement of the task order. The cost of the premiums for Performance and Payment Bonds shall be identified as a separate cost for each construction task order in the amount of or in excess of $100,000.

B. PENAL SUM. The penal sum of the bond shall be accomplished in accordance with FAR 28.102-2.

C. COST OF THE BONDS. The cost of Performance and Payment Bonds are considered to be an allowable cost and therefore, reimbursable under construction task orders in excess of $100,000. The cost shall be identified in each construction proposal.

17. APPLICABILITY OF DAVIS-BACON/Service Contract ACT. The applicable wage rate decision shall be incorporated into the individual task order.

18. SMALL BUSINESS SIZE STANDARD. This solicitation is Set-Aside for Small Business.

A. North American Industry Classification System (NAICS) - 562910
B. Description - Environmental Remediation Services
C. Size Standards – 500 employees

19. SUBCONTRACTOR CLAIMS. This contract is subject to the provisions of the Contract Disputes Act of 1978, (See FAR 52.233-1) as is each individual task order. Terms and conditions of subcontracts relating to claims shall provide that subcontractors shall process all claims through the prime contractor to the Contracting Officer. The prime contractor shall notify the Contracting Officer in writing of any and all subcontractor claims within one week of receipt of the claim. The prime contractor shall not perform an analysis or any related legal effort without prior written consent from the Contracting Officer. The prime contractor shall coordinate with the authorized representative of the Contracting Officer and provide a written proposal for resolution of the claim complete with the entire subcontractor claim within one month of receipt of the claim. The prime contractor shall resolve all claims considered to have merit in a timely manner. Results of negotiation of subcontract claims recommending acceptance shall be submitted to an authorized representative of the Contracting Officer prior to development of formal consent packages or subcontract modifications not requiring consent.

20. SECURITY CONTRACT LANGUAGE - for all Corps of Engineers' Unclassified Contracts (PIL 2003-06, 19 Feb 03)

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

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

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

b. For those contractors who do not have a CAGE Code or Facility Security Clearance, the SF 85P and 2 copies of the FD-258 (Fingerprint Cards) shall be completed and submitted to the Omaha District Security Officer (address above.) These must be mailed or hand-delivered, as original signatures are required. Fingerprint cards are available upon request and may be taken to any local law enforcement center for completion. For those in the Omaha area, fingerprint cards may be completed by contacting the Omaha District Human Resources Office, (402) 221-4072.

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

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

Copy of SF-85P is included as an attachment after Section J of this solicitation.

(End of Provision)

End of Section H

Section I
Contract Clauses

Generic – All Acquisition

1. 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)

2. 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)

3. 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)

4. 52.202-1 – Definitions (Dec 2001)

5. 52.203-3 – Gratuities (Apr 1984)

6. 52.203-5 – Covenant Against Contingent Fees (Apr 1984)

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

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

9. 52.203-10 – Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997

10. 52.203-12 – Limitation on Payments to Influence Certain Federal Transactions (Jun 1997)

11. 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)

12. 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)

13. 52.204-4 – Printed or Copied Double-Sided on Recycled Paper (August 2000)

14. 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)

15. 252.204-7003 - Control of Government Personnel Work Product (Apr 1992

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

(End of clause)

16. 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)

17. 52.209-6 – Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jul 1995)

18. 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)

19. 252.209-7001 – Disclosure of Ownership or Control by the Government of a Terrorist Country (MAR 1998)

(a) Definitions. As used in this provision-

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

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

(3) "Significant interest" means-

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

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

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

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

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

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

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

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

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

(End of provision)

20. 252.209-7002 - Disclosure of Ownership or Control by a Foreign Government (Sep 1994)

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

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

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

(i) Means-

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

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

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

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

(4) "Proscribed information" means-

(i) Top Secret information;

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

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

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

(v) Sensitive Compartmented Information (SCI).

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

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

Offeror's Point of Contact for Questions about Disclosure

(Name and Phone Number with Country Code, City Code

and Area Code, as applicable)

Name and Address of Offeror

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

(End of provision)

21. 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)

22. 52.215-2 – Audit and Records -- Negotiation (Jun 1999)

23. 52.215-8 – Order of Precedence -- Uniform Contract Format (Oct 1997)

24. 52.215-10 – Price Reduction for Defective Cost or Pricing Data (Oct 1997)

25. 52.215-12 – Subcontractor Cost or Pricing Data (Oct 1997)

26. 52.215-13 – Subcontractor Cost or Pricing Data -- Modifications (Oct 1997)

27. 52.215-15 – Pension Adjustments and Asset Reversions (Dec 1998)

28. 52.215-17 – Waiver of Facilities Capital Cost of Money (Oct 1997)

29. 52.215-18 – Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (Oct 1997)

30. 52.215-19 – Notification of Ownership Changes (Oct 1997)

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

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

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

(b) The Contractor shall --

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

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

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

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

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

(End of Clause)

31. 52.215-21 – Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data -- Modifications (Oct 1997)

32. 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)

33. 252.215-7002 – Cost Estimating System Requirements (Oct 1998)

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

(1) Organizational structure;

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

(3) Internal controls and managerial reviews;

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

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

(b) *General*.

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

(2) The system should be-

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

(ii) Subject to applicable financial control systems.

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

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

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

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

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

(d) *System requirements*.

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

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

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

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

(3) The Contractor shall-

(i) Comply with its disclosed estimating system; and

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

(e) *Estimating system deficiencies.*

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

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

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

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

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

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

(End of clause)

34. 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 Competition.

(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)

35. 52.216-19 – Order Limitations (Oct 1995)

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

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

(1) Any order for a single item in excess of $20,000,000;

(2) Any order for a combination of items in excess of $20,000,000; or

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

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

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

36. 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 Competition.

(End of Clause)

37. 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)

38. 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 prior to expiration 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 clause.

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

39. 52.222-1 – Notice to the Government of Labor Disputes (Feb 1997)

40. 52.222-2 – Payment for Overtime Premiums (Jul 1990)

41. 52.222-3 – Convict Labor (Aug. 1996)

42. 52.222-4 – Contract Work Hours and Safety Standards Act -- Overtime Compensation (Sept 2000)

43. 52.222-21 – Prohibition of Segregated Facilities (Feb 1999)

44. 52.222-26 – Equal Opportunity (Apr 2002)

45. 52.222-35 – Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)

46. 52.222-36 – Affirmative Action for Workers With Disabilities (Jun 1998)

47. 52.222-37 – Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)

48. 52.223-3 – Hazardous Material Identification and Material Safety Data (Jan 1997)

49. 52.223-5 – Pollution Prevention and Right-to-Know Information (Apr 1998)

50. 52.223-6 – Drug-Free Workplace (May 2001)

51. 52.223-14 – Toxic Chemical Release Reporting (Oct 2000)

52. 252.223-7001 – Hazard Warning Labels (Dec 1991)

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

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

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

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

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

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

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

(End of Clause)

53. 252.223-7002 – Safety Precautions for Ammunition and Explosives (May 1994)

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

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

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

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

(i) Inert components containing no explosives, propellants, or pyrotechnics;
(ii) Flammable liquids;

(iii) Acids;
(iv) Oxidizers;
(v) Powdered metals; or
(vi) Other materials having fire or explosive characteristics.

(b) Safety requirements.

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

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

(c) Noncompliance with the manual.

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

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

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

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

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

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

(1) Notify the Contracting Officer immediately;

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

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

(e) Contractor responsibility for safety.

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

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

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

(f) Contractor responsibility for contract performance.

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

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

(g) Subcontractors.

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

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

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

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

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

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

(End of Clause)

54. 252.223-7003 – Change in Place of Performance – Ammunition and Explosives (Dec 1991)

(a) The Offeror shall identify, in the "Place of Performance" provision of this solicitation, the place of performance of all ammunition and explosives work covered by the Safety Precautions for Ammunition and Explosives clause of this solicitation. Failure to furnish this information with the offer may result in rejection of the offer.

(b) The Offeror agrees not to change the place of performance of any portion of the offer covered by the Safety Precautions for Ammunition and Explosives clause contained in this solicitation after the date set for receipt of offers without the written approval of the Contracting Officer. The Contracting Officer shall grant approval only if there is enough time for the Government to perform the necessary safety reviews on the new proposed place of performance.

(c) If a contract results from this offer, the Contractor agrees not to change any place of performance previously cited without the advance written approval of the Contracting Officer.

(End of Clause)

55. 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)

56. 252.223-7006 – Prohibition on Storage and Disposal of Toxic and Hazardous Materials - Alternate I (Nov 1995)

(a) Definitions. As used in this clause-

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

(2) "Toxic or hazardous materials" means:

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

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

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

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

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

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

(End of clause)

57. 52.225-13 – Restrictions on Certain Foreign Purchases (July 2000)

58. 252.225-7000 – Buy American Act--Balance of Payments Program Certificate (SEP 1999)

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

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

(c) Certifications.

(1) The Offeror certifies that-

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

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

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

Qualifying Country End Products	Line Item Number	Country of Origin

(List only qualifying country end products.)

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

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

(End of provision)

59. 252.225.7001 – Buy American Act and Balance of Payments Program (Mar 1998)

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

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

(2) "Domestic end product" means-

(i) An unmanufactured end product that has been mined or produced in the United States; or

(ii) An end product manufactured in the United States if the cost of its qualifying country components and its components that are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of components shall include transportation costs to the place of incorporation into the end product and U.S. duty (whether or not a duty-free entry certificate may be issued). A component shall be considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind-

(A) Determined to be not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality; or

(B) That the Secretary concerned determines would be inconsistent with the public interest to apply the restrictions of the Buy American Act.

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

(4) "Nonqualifying country end product" means an end product that is neither a domestic end product nor a qualifying country end product.

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

(6) "Qualifying country component" means an item mined, produced, or manufactured in a qualifying country.

(7) "Qualifying country end product" means-

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

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

(b) This clause implements the Buy American Act (41 U.S.C. Section 10a-d) in a manner that will encourage a favorable international balance of payments by providing a preference to domestic end products over other end products, except for end products which are qualifying country end products.

(c) The Contractor agrees that it will deliver only domestic end products unless, in its offer, it specified delivery of other end products in the Buy American Act-Balance of Payments Program Certificate provision of the solicitation. An offer certifying that a qualifying country end product will be supplied requires the Contractor to deliver a qualifying country end product or a domestic end product.

(d) The offered price of qualifying country end products should not include custom fees or duty. The offered price of nonqualifying country end products, and products manufactured in the United States that contain nonqualifying country components, must include all applicable duty. The award price will not include duty for end products or components that are to be accorded duty-free entry. Generally, when the Buy American Act is applicable, each nonqualifying country offer is adjusted for the purpose of evaluation by adding 50 percent of the offer, inclusive of duty.

(End of clause)

60. 252.225-7017 – Prohibition on Award to Companies Owned by the People's Republic of China (Feb 2000)

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

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

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

(End of provision)

61. 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)

62. 52.226-1 – Utilization of Indian Organizations and Indian-Owned Economic Enterprises (Jun 2000)

63. 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 Contractor 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 an 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 50 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 a 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)

64. 52.227-1 – Authorization and Consent (Jul 1995)

65. 52.227-2 – Notice and Assistance Regarding Patent and Copyright Infringement (Aug. 1996)

66. 52.227-14 – Rights in Data -- General (Jun 1987)

67. 52.227-23 – Rights to Proposal Data (Technical) (Jun 1987)

68. 252.227-7000 – Non-Estoppel (Oct 1966)

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

(End of clause)

69. 252.227-7002 – Readjustment of Payments (Oct 1966)

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

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

(End of clause)

70. 252.227-7020 – Rights in Special Works (Jun 1995)

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

(b) Definitions. As used in this clause:

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

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

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

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

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

(6) The term "works" includes computer data bases, computer software, or computer software documentation; literary, musical, choreographic, or dramatic compositions; pantomimes; pictorial, graphic, or

sculptural compositions; motion pictures and other audiovisual compositions; sound recordings in any medium; or, items of similar nature.

(c) License rights.

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

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

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

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

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

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

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

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

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

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

(End of clause)

71. 252.227-7021 – Rights in Data--Existing Works (Mar 1979)

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

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

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

(End of clause)

72. 252.227-7022 – Government Rights (Unlimited) (Mar 1979)

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

(End of clause)

73. 252.227-7023 – Drawings and Other Data to Become Property of Government (Mar 1979)

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

(End of clause)

74. 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)

75. 52.228-2 – Additional Bond Security (Oct 1997)

76. 52.228-5 – Insurance -- Work on a Government Installation (Jan 1997)

77. 52.228-14 – Irrevocable Letter of Credit (Dec 1999)

78. 52.229-1 – State and Local Taxes (Apr 1984)

79. 52.229-2 – North Carolina State and Local Sales and Use Tax (Apr 1984)

80. 52.229-3 – Federal, State, and Local Taxes (Jan 1991)

81. 52.229-5 – Taxes -- Contracts Performed in U.S. -- Possessions or Puerto Rico (Apr 1984)

82. 52.229-10 – State of New Mexico Gross Receipts and Compensating Tax (Oct 1988)

83. 52.230-2 – Cost Accounting Standards (Apr 1998)

84. 52.230-3 – Disclosure and Consistency of Cost Accounting Practices (Apr 1998)

85. 52.230-6 – Administration of Cost Accounting Standards (Nov 1999)

86. 252.231-7000 – Supplemental Cost Principles (Dec 1991)

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

(End of clause)

87. 52.232-16 – Progress Payments (Feb 2002)

88. 52.232-17 – Interest (Jun 1996)

89. 52.232-23 – Assignment of Claims (Jan 1986)

90. 52.232-33 – Payment by Electronic Funds Transfer -- Central Contractor Registration (May 1999)

91. 252.232-7005 – Reimbursement of Subcontractor Advance Payments--DoD Pilot Mentor-Protégé Program (Sep 2001)

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

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

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

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

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

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

(End of clause)

92. 52.233-1 I – Disputes (Jul 2002) – Alternate I (Dec 1991)

93. 52.233-3 I – Protest After Award (Aug. 1996) – Alternate I (Jun 1985)

94. 52.242-1 – Notice of Intent to Disallow Costs (Apr 1984)

95. 52.242-13 – Bankruptcy (Jul 1995)

96. 252.242-7000 – Postaward Conference (Dec 1991)

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

(End of clause)

97. 252.242-7005 – Cost/Schedule Status Report (Mar 1998)

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

(1) Planning and control of costs;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

98. 252.243-7001 – Pricing of Contract Modifications (Dec 1991)

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

(End of clause)

99. 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)

100. 52.244-5 – Competition in Subcontracting (Dec 1996)

101. 52.244-6 – Subcontracts for Commercial Items (May 2002)

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

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

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

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

(c)

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

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

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

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

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

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

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

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

(End of Clause)

102. 52.245-1 – Property Records (Apr 1984)

103. 52.245-4 – Government-Furnished Property (Short Form) (Apr 1984)

104. 252.245-7001 – Reports of Government Property (May 1994)

(a) The Contractor shall provide an annual report-

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

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

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

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

(End of clause)

105. 52.252-4 – Alterations in Contract (Apr 1984)

106. 52.253-1 – Computer Generated Forms (Jan 1991)

SERVICES & CONSTRUCTION
FIRM-FIXED-PRICE & COST REIMBURSEMENT ACQUISITION

107. 52.216-4 – Economic Price Adjustment -- Labor and Material (Jan 1997)

108. 52.216-5 – Price Redetermination -- Prospective (Oct 1997)

109. 52.216-7 – Allowable Cost and Payment (FEB 2002)

110. 52.216-7 I – Allowable Cost and Payment (Feb 2002) - Alternate I (Feb 1997)

111. 52.227-4 – Patent Indemnity – Construction Contracts (Apr 1984)

112. 52.242-3 – Penalties for Unallowable Costs (May 2001)

113. 52.242-4 – Certification of Final Indirect Costs (Jan 1997)

114. 52.244-2 I – Subcontracts (Aug 1998) – Alternate I (Aug 1998)

115. 52.245-5 – Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (Jan 1986)

SERVICES – ALL ACQUISITION

116. 52.203-6 – Restrictions on Subcontractor Sales to the Government (Jul 1995)

117. 52.222-41 – Service Contract Act of 1965, as Amended (May 1989)

118. 52.222-42 – Statement of Equivalent Rates for Federal Hires. (May 1989)

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

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

Employee Class	Monetary Wage -- Fringe Benefits

(End of Clause)

119. 52.222-47 – Service Contract Act (SCA) Minimum Wages and Fringe Benefits (May 1989)

120. 52.222-49 – Service Contract Act – Place of Performance Unknown (May 1989)

121. 52.223-10 – Waste Reduction Program (August 2000)

122. 52.227-3 – Patent Indemnity (Apr 1984)

123. 52.232-9 – Limitation on Withholding of Payments (Apr 1984)

124. 52.232-25 – Prompt Payment (Feb 2002)

125. 52.237-2 – Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)

126. 52.237-3 – Continuity of Services (Jan 1991)

127. 52.246-25 – Limitation of Liability -- Services (Feb 1997)

128. 52.248-1 III – Value Engineering (Feb 2000) – Alternate III (Apr 1984)

SERVICES – FIRM-FIXED-PRICE ACQUISITION

129. 52.222-43 – Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (May 1989)

130. 52.222-44 – Fair Labor Standard Act and Service Contract Act--- Price Adjustment. (Feb 2002)

131. 52.232-1 – Payments (Apr 1984)

132. 52.232-8 – Discounts for Prompt Payment (Feb 2002)

133. 52.232-11 – Extras (Apr 1984)

134. 52.232-16 I – Progress Payments (Feb 2002) – Alternate I (Mar 2000)

135. 52.243-1 I – Changes -- Fixed-Price (Aug. 1987) – Alternate I (Apr 1984)

136. 52.245-2 I – Government Property (Fixed-Price Contracts) (Dec 1989) – Alternate I (Apr 1984)

137. 52.249-2 – Termination for Convenience of the Government (Fixed Price) (Sep 1996)

138. 52.249-4 – Termination for Convenience of the Government (Services) (Short Form) (Apr 1984)

139. 52.249-8 – Default (Fixed-Price Supply and Service) (Apr 1984)

SERVICES – COST-REIMBURSEMENT ACQUISITION

140. 52.216-8 – Fixed Fee (Mar 1997)

141. 52.216-10 – incentive Fee (Mar 1997)

142. 52.228-7 – Insurance -- Liability to Third Persons (Mar 1996)

143. 52.232-22 – Limitation of Funds (Apr 1984)

144. 52.243-2 I – Changes – Cost-Reimbursement (Aug 1987) – Alternate I (Apr 1984)

145. 52.243-2 II – Changes -- Cost-Reimbursement (Aug. 1987) -- Alternate II (Apr 1984)

146. 52.249-6 – Termination (Cost-Reimbursement) (Sep 1996)

147. 52.249-14 – Excusable Delays (Apr 1984)

148. 52.251-2 – Interagency Fleet Management System Vehicles and Related Services (Jan 1991)

CONSTRUCTION – ALL ACQUISITION

149. 52.211-13 – Time Extensions (Sept 2000)

150. 52.222-6 – Davis-Bacon Act (Feb 1995)

151. 52.222-7 – Withholding of Funds (Feb 1988)

152. 52.222-8 – Payrolls and Basic Records (Feb 1988)

153. 52.222-9 – Apprentices and Trainees (Feb 1988)

154. 52.222-10 – Compliance with Copeland Act Requirements (Feb 1988

155. 52.222-11 – Subcontracts (Labor Standards) (Feb 1988)

156. 52.222-12 – Contract Termination -- Debarment (Feb 1988)

157. 52.222-13 – Compliance with Davis-Bacon and Related Act Regulations (Feb 1988)

158. 52.222-14 – Disputes Concerning Labor Standards (Feb 1988)

159. 52.222-15 – Certification of Eligibility (Feb 1988)

160. 52.222-27 – Affirmative Action Compliance Requirements for Construction (Feb 1999)

161. 52.225-9 - Buy American Act-Construction Materials (May 2002)

(a) *Definitions*. As used in this clause--
"Component" means an article, material, or supply incorporated directly into a construction material.

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

"Cost of components" means--

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

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

"Domestic construction material" means--

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

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

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

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

(b) *Domestic preference.*

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

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

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

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

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

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

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

(1)

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

Foreign and Domestic Construction Materials Price Comparison

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

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

(End of Clause)

162. 52.225-10 - Notice of Buy American Act Requirement-Construction Materials (May 2002)

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

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

(c) *Evaluation of offers.*

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

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

(d) *Alternate offers.*

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

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the

equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested-

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

163. 52.225-11 – Buy American Act -- Balance of Payments Program -- Construction Materials Under Trade Agreements (Dec 2001)

164. 52.225-12 -- Notice of Buy American Act/Balance of Payments Program Requirement – Construction Materials Under Trade Agreements (Feb 2000)

165. 52.228-11 – Pledges of Assets (Feb 1992)

166. 52.228-13 – Alternative Payment Protections (Jul 2000)

167. 52.229-2 – North Carolina State and Local Sales and Use Tax (Apr 1984)

168. 52.232-27 – Prompt Payment for Construction Contracts (Feb 2002)

169. 52.236-5 – Material and Workmanship (Apr 1984)

170. 52.236-7 – Permits and Responsibilities (Nov 1991)

171. 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)

172. 252.236-7001- Contract Drawings and Specifications (Aug 2000)

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

(b) The Contractor shall-

(1) Check all drawings furnished immediately upon receipt;

(2) Compare all drawings and verify the figures before laying out the work;

(3) Promptly notify the Contracting Officer of any discrepancies;

(4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and

(5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

(1) Large-scale drawings shall govern small-scale drawings; and

(2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

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

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

Title	File	Drawing No.

(End of clause)

173. 52.248-3 I – Value Engineering -- Construction (Feb 2000) Alternate I (Apr 1984)

<u>CONSTRUCTION – FIRM-FIXED PRICE ACQUISITION</u>

174. 52.211-10– Commencement, Prosecution, and Completion of Work (Apr 1984) Construction

175. 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)

176. 52.222-23 – Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (Feb 1999)

177. 52.228-15 – Performance and Payments Bonds – Construction (Jul 2000)

178. 52.232-5 – Payments Under Fixed-Price Construction Contracts (Sep 2002)

179. 52.236-1 – Performance of Work by the Contractor (Apr 1984)

180. 52.236-2 – Differing Site Conditions (Apr 1984)

181. 52.236-3 – Site Investigation and Conditions Affecting the Work (Apr 1984)

182. 52.236-4 – Physical Data (Apr 1984)

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

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations
(b) Weather conditions

(c) Transportation facilities

(d) Applicable excepted materials will be listed in individual task orders.

(End of Clause)

183. 52.236-6 – Superintendence by the Contractor (Apr 1984)

184. 52.236-8 – Other Contracts (Apr 1984)

185. 52.236-9 – Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (Apr 1984)

186. 52.236-10 – Operations and Storage Areas (Apr 1984)

187. 52.236-11 – Use and Possession Prior to Completion (Apr 1984)

188. 52.236-12 – Cleaning Up (Apr 1984)

189. 52.236-13 I – Accident Prevention – Alternate I (Nov 1991)

190. 52.236-14 – Availability and Use of Utility Services (Apr 1984)

191. 52.236-15 – Schedules for Construction Contracts (Apr 1984)

192. 52.236-17 – Layout of Work (Apr 1984)

193. 52.236-21 I – Specifications and Drawings for Construction (Feb 1997) – Alternate I (Apr 1984)

194. 52.236-26 – Preconstruction Conference (Feb 1995)

195. 52.242-14 – Suspension of Work (Apr 1984)

196. 52.243-4 – Changes (Aug 1987)

197. 52.243-5 – Changes and Changed Conditions (Apr 1984)

198. 52.245-3 – Identification of Government-Furnished Property (Apr 1984)

199. 52.249-2 I – Termination for Convenience of the Government (Fixed-Price) (Sep 1996) – Alternate I (Sep 1996)

200. 52.249-10 – Default (Fixed-Price Construction) (Apr 1984)

CONSTRUCTION – COST-REIMBURSEMENT ACQUISITION

201. 52.216-9 – Fixed Fee – Construction (Mar 1997)

202. 52.222-16 – Approval of Wage Rates (Feb 1988)

203. 52.236-18 – Work Oversight in Cost-Reimbursement Construction Contracts (Apr 1984)

204. 52.236-19 – Organization and Direction of the Work (Apr 1984)

205. 52.243-2 III – Changes -- Cost-Reimbursement (Aug. 1987) -- Alternate III (Apr 1984)

206. 52.249-6 I – Termination (Cost-Reimbursement) (Sep 1996) – Alternate I (Sep 1996)

End of Section I

ATTACHMENTS

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ATTACHMENT 1

BACKGROUND OF RAPID AND IMMEDIATE RESPONSE PROGRAMS

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

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

ATTACHMENT 2

ALTERNATE STRUCTURED APPROACH TO WEIGHTED GUIDELINE METHOD RAPID RESPONSE ACTIONS

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

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

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

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

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

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

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

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

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

ATTACHMENT 3

ALTERNATE STRUCTURED APPROACH TO WEIGHTED GUIDELINE METHOD IMMEDIATE RESPONSE ACTIONS

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

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

1. MANAGEMENT. To be weighted from .07 to .14 on the basis of management effort involved. Lack of local labor, material, equipment, and subcontractors would increase the management weight while ready access would decrease. Also, more complex projects will receive a higher weight.

2. RELATIVE DIFFICULTY OF WORK. Immediate Response projects generally have a higher than usual difficulty factor. If the work involves Level A protection or is extremely hazardous, the weight should be .14. Projects requiring a lesser degree of protection or dealing with less hazardous material should be weighted lower. Site location and working conditions should also be considered.

3. SIZE OF JOB. All work and fees not in excess of $100,000.00 shall be weighted at .14. Work estimated between $100,000.00 and $1,300,900.00 shall be proportionately weighted from .14 to .07. Work in excess of $1,000,000.00 shall be weighed at .07. Is should be noted that control of fixed expenses generally improves with increased job magnitude.

4. PERIOD OF PERFORMANCE. Work in excess of 7 days on site is to be weighted .14. Work of lesser duration should be proportionately weighted from .14 to .07.

5. CONTRACTOR'S INVESTMENT. To be weighted from .07 to .14 on the basis of below average, average, and above average. Things to consider include amount of subcontracting, government-furnished property, method of making progress payments, etc. to the extent they are expedited beyond routine FAR requirements. Also consider any mobilization payment items.

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

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

ATTACHMENT 4

WEIGHTED FACTORS FOR FEE OBJECTIVE COMPUTATION

1. WEIGHTED FACTORS FOR FEE OBJECTIVE COMPUTATION.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Weight = .15 - (((CWE* - 500) / 9,5000) x .13)
*CWE (thousands of dollars)

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

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

ATTACHMENT 5

FEE COMPUTATION PROCESS

Contract No.: _____
Task Order No.: _____

I. GENERAL INFORMATION.

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

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

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

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

(Include additional pages as necessary.)

II. WEIGHTED FACTOR EVALUATION.

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

MANAGEMENT EFFORT RATES

Element	Rate	Rationale
Site Supervision	--%	

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

* Subcontracting is 5%; Rate at 30%

* Subcontracting is between 5% and 60%

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

* Subcontracting is 60%; Rate at 5%

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

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

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

COMPLEXITY TABLE

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

Compute the combined complexity:

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

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

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

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

TOTAL COMPLEXITY = .---

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

1) CWE is less than $500K: weight = .15.

2) CWE is greater than $500K but less than $10,000:
weight = .15 - (((CWE - 500) / 9,500) x .13)
weight - .---

3) CWE is greater than $10M: weight .02.
COST is weighted at .---.

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

SCHEDULE is weighted at .---.

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

LOCATION is weighted at .---.

III. FEE CALCULATION

A. Total Weight of Factors :

Management Effort-- .---

Complexity--------- .---

Cost---------- .---

Schedule---------- .---

Location---------- .---

B. Fee Percentage Calculation :

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

Fee % = -. ---%

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

CPFF Fee = $-------

ATTACHMENT 6
PREVIOUS EXPERIENCE FORM

SOLICITATION NO.: DACA45-03-R-0022

Previous Experience Form

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

Name of Offeror:
Name of Project:
Location of Project:
Contract Description and Number (If IDIQ contract was used):
Task Order Description:
Was Offeror Prime or Subcontractor?:
Describe the Offeror's Primary Role/Duties:
% of work ($) Self Performed (labor and equipment) including indirect rates:
% of work ($) prime contractor on all total tier 2 subcontracts, purchase orders, and other direct costs including indirect rates:
Contract Type; Fixed Price, Time and Materials, Cost Reimbursement, Other:
Original Contract/Task Order (Project) Award ($):
Final Contract/Task Order (Project) Amount ($):
Explanation of Cost Growth:
Project order award Date:
Project physical work completion Date:
Project Terminated Early or Cure/Cause Letters Received? Y/N
Where there any OSHA reportable accidents? If so, please describe the accident, the cause, and describe any follow-up activities:
List/explain any customer concerns or dissatisfaction:

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

Attachment 6 – Previous Experience Form (con't)

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

ATTACHMENT 7
OWNER/CLIENT PAST PERFORMANCE SURVEY

PROJECT NO.:_____

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

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

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

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

(Owner/Client fills out this section)

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

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

Explanation : _____
_____

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

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

Excellent Good Satisfactory Fair Unsatisfactory

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

Excellent Good Satisfactory Fair Unsatisfactory

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

Excellent Good Satisfactory Fair Unsatisfactory

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

Excellent Good Satisfactory Fair Unsatisfactory

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

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

Excellent Good Satisfactory Fair Unsatisfactory

3. Comments: _____

Name _____ Telephone _____

Title _____ Fax _____

E-Mail Address _____ Date _____

ATTACHMENT 8

Rapid Response Contractor Evaluation Form

_____ FINAL _____ INTERIM(optional) Date: / /

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

Project Name, Location:_____

Contractor, Project Manager:_____

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

Overall Evaluation Rating:

See applicable rating comments on the following page(s)

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

Narrative Comments for Numerical Ratings:

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

7.

8.

9.

Overall Evaluation Rating:

Rapid Response Project Manager:_____
Rapid Response Construction Rep:_____
Rapid Response Operations Manager:_____
Rapid Response Program Manager: _____
Customer: _____

Rapid Response Contractor Evaluation
"Tickler List"

1. Pre-Award Activities:
- Timeliness/accuracy of Work Plans
- Timeliness /accuracy of CSAP
- Timeliness /accuracy of HASP(SSHP)
- Timeliness/accuracy of cost proposal/reasonable assumptions
- Negotiations
- Effectiveness of Site Visit

2. Pre-Mobilization Activities:
- Cost tracking setup
- Staffing
- Equipment
- Scheduling
- Timely coordination/procurement of materials, vendors and subcontractors

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

4. Post-Mobilization Activities:
- Wrap-up/finalization of costs
- Final Report
- O&M manuals
- Property Transfers

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

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

7. Health and Safety:

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

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

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

9. Procurement:

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

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

ATTACHMENT 9

SAMPLE PROBLEM

1. PROPOSED TECHNICAL APPOACH TO PROBLEM RESOLUTION:

The contractor shall review the sample scenario and provide an **outline** of their proposed response. This outline shall depict the offeror's proposed technical approach to the problem. The narrative shall include assumptions and their rational for choosing their preferred remedy to solve the problem. . Remember, management of the government's expectations to provide an efficient, economical and timely effort is a paramount importance. The outline shall demonstrate the following in fifteen (15) pages or less for the scenario.

A: List all assumptions. This shall include sketches depicting the site, proposed staging areas, monitoring plans, areas of operations, hot zone and contamination reduction zones. More than one sketch is allowable based on schedule to be provided and sequencing of critical path and tasks. All sketches shall be counted as pages and numbered.

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

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

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

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

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

F: Examples of outline activities:

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

PRICING PROPOSAL:

Requirements:

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

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

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

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

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

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

DEFINITIONS:
Direct Costs - Costs identified specifically with the contract.
Office Labor - Labor used off the job site in preparing plans, reports, etc.
Field Labor (RT) - Labor used during a normal 40-hour week.
Field Labor (OT) - Overtime labor
Per Diem - Food and lodging for temporarily located employees
Office Equipment - Home office equip. Used for contract requirements
Owned Field Equipment - Contractor owned equipment used on the job site site Leased Field Equipment - Rental equipment used on the job site
FOGM - Fuel, oil, gas, maintenance, tires & repair of construction equipment.
Inventory - Disposable supplies
PPE - Personal protective equipment.
Expendables - Small field purchases for items used at the job site.
Analytical lab - Sub contract for chemical analysis of samples
Other Contractor - Sub contract for hauling, well drilling, or other services that are not normally performed by the
Contractor.
Miscellaneous Sub Contract - Sub contract for services such as sample shipments, airfares, rental cars, port-a-jons, investigative services, pipeline repair services, pipe line testing services, drillers, truckers, waste haulers, etc.

2. SAMPLE PROBLEM

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

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

LOCATION:

The site in question is an abandoned hard rock mine site near Leadville, Summit County, Co. The mine is located in a semi remote area accessed by dirt haul roads. Roads are of sufficient design to support heavy equipment delivery with some minor tree removal and washout repair. The mine consists of several vertical shafts feeding underground addits. The main working surface of the mine is approximately 4 acres in size and includes the remains of a diesel driven crusher and associated slurry conveyance system, a leach pad, a large tailings pile, several smaller tailings piles and a settlement pond. A number of wooden buildings are also present on the site. A 1000 gallon above ground tank is located near the crusher. It is not known if the leach pad has a liner present at depth below the sediments currently present on the pad. The slurry system was fed by diversion of a nearby stream which, in turn, was fed by snowmelt and summer rain events and by recycling of water in the settlement pond

The mine site itself is relatively flat as the result of activities at the site. The west side of the site falls steeply away approximately 8 ft from the slope break to a 30 ft wide terrace that in turn transitions into an approximately 1500 feet long 3:1 slope. This lower slope is fairly rocky and tree covered with a few small incised drainages. At the base of the slope is a small stream valley. The main tailings pile has been, in part, built up from the first terrace to the mines working surface as a result of material being pushed over the slope break. Some material has washed or slid off this portion of the pile onto the lower slope.

The main tailings pile is estimated to be approximately 75,000 cubic yards while the smaller piles are between 2500 cubic yards and 7500 cubic yards. The leach pad is approximately 50 ft by 100ft and the settlement pond is approximately 1.5 acres in area.

SITE HISTORY

The site has been worked on and off since the late 1800's and has been permanently abandoned since approximately 1960's. The primary target minerals were silver and minor associated gold, along with secondary lead and copper. Ore was extracted from the mine, run through the crusher and sent to the leach heap via a slurry conveyance. Crushing was probably water driven in the early days of operation. Slurry water was collected and cycled through the settlement pond where it overtopped a spillway after allowing suspended sediments to fall out of suspension. Spent ore was stockpiled in the tailing piles after leaching was completed. Periodically sediments were removed from the settlement pond and treated at the leach pad. Following the cessation of mining activities the earthen dam to the settlement pond was breached, apparently from natural failure. The berm around the leach pad is intact and there is evidence of water from storm events ponding on the pad. The wooden slurry conveyance system has partially fallen down in a few areas but is substantially intact.

Heavy metals have been detected in the stream at the base of the slope. Metals are also present in the sediments of the former settling pond and in the drainage leading out of the pond through the breached dam. Analysis of stream water also shows a pH gradient away from the site suggesting that the stream is being adversely impacted by acidic water either running off from the site or entering the stream as groundwater flowing through the abandoned addits and natural fracture system in the bedrock.

SCOPE OF WORK:

The scope for this project involves the characterization of the extent of metals contamination within the settling pond basin and the leach pad. Once the characterization has been completed, and volumes calculated, these volumes will be combined with tailings volume estimates and used to design a containment cell for the materials. All contaminated materials shall be contained in one cell located in at the current large tailing pile location. The cell will require only an impermeable cover and not a liner due to space constraints not allowing for the possibility to move the large tailings pile. Tailings which have been pushed over the edge of the slope break shall be included under the cover either by extending the cover or consolidating the tailings.

Following completion of consolidation and capping activities the site shall be restored to facilitate site drainage and prevent ponding in any of the excavated areas and to prevent runoff from entering the mineshafts. In addition the mine shafts shall be secured from entry for public safety reasons.

All structures associated with mining activities are considered historically significant and are not to be disturbed.

ATTACHMENT 10

DAVIS-BACON WAGE RATES

General Decision Number CO020013
Covered Areas: Denver, CO
Summit Co., a part

Minority % is 12.8
Female % is 6.9

General Decision Number CO020013
Superseded General Decision No. CO010013
State: Colorado Construction Type:
HEAVY County(ies):

ALAMOSA	GRAND	OURAY			
ARCHULETA	GUNNISON	PARK			
BACA	HINSDALE	PHILLIPS			
BENT	HUERFANO	PITKIN			
CHAFFEE	JACKSON	PROWERS			
CHEYENNE	KIOWA	RIO BLANCO			
CLEAR CREEK	KIT CARSON	RIO GRANDE			
CONEJOS	LA PLATA	ROUTT			
COSTILLA	LAKE	SAGUACHE			
CROWLEY	LAS ANIMAS	SAN JUAN			
CUSTER	LINCOLN	SAN MIGUEL			
DELTA	LOGAN	SEDGWICK			
DOLORES	MINERAL	SUMMIT	EAGLE	MOFFAT	TELLER
ELBERT	MONTEZUMA	WASHINGTON			
FREMONT	MONTROSE	YUMA			
GARFIELD	MORGAN				
GILPIN	OTERO				

HEAVY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	03/01/2002
1	03/08/2002
2	04/05/2002
3	05/03/2002
4	06/21/2002
5	07/05/2002
6	08/16/2002
7	09/13/2002
8	12/13/2002
9	01/10/2003
10	02/14/2003

COUNTY(ies):

ALAMOSA	GRAND	OURAY
ARCHULETA	GUNNISON	PARK
BACA	HINSDALE	PHILLIPS
BENT	HUERFANO	PITKIN
CHAFFEE	JACKSON	PROWERS
CHEYENNE	KIOWA	RIO BLANCO
CLEAR CREEK	KIT CARSON	RIO GRANDE
CONEJOS	LA PLATA	ROUTT

COSTILLA LAKE SAGUACHE
CROWLEY LAS ANIMAS SAN JUAN
CUSTER LINCOLN SAN MIGUEL
DELTA LOGAN SEDGWICK
DOLORES MINERAL SUMMIT EAGLE MOFFAT TELLER
ELBERT MONTEZUMA WASHINGTON
FREMONT MONTROSE YUMA
GARFIELD MORGAN
GILPIN OTERO

ELEC0012B 09/01/2002

	Rates	Fringes
ALAMOSA, ARCHULETA, BACA, BENT, CHAFFEE, CONEJOS, COSTILLA, CROWLEY, CUSTER, FREMONT, HUERFANO, KIOWA, LAS ANIMAS, MINERAL, OTERO, PROWERS, RIO GRANDE AND SAGUACHE COUNTIES		
ELECTRICIANS:		
Electrical work $200,000 or less	18.98	7.94
Electrical work over $200,000	23.74	7.94

ELEC0068M 06/01/2002

	Rates	Fringes
CLEAR CREEK, EAGLE, GILPIN, GRAND, JACKSON, LAKE, LOGAN, MORGAN, PHILLIPS, SEDGWICK, SUMMIT, WASHINGTON AND YUMA COUNTIES		
ELECTRICIANS	26.91	8.64

ELEC0111B 09/01/2001

	Rates	Fringes
LINE CONSTRUCTION:		
Lineman	26.56	19.75%+2.20
Groundman	13.64	19.75%+2.20
Line Crew-Equipment Operator	20.73	19.75%+2.20

ELEC0113E 01/01/2003

	Rates	Fringes
CHEYENNE, ELBERT, KIT CARSON, LINCOLN, PARL AND TELLER COUNTIES		
ELECTRICIANS	24.10	3%+10.59

ELEC0969D 06/01/2000

	Rates	Fringes
DELTA, DOLORES, GARFIELD, GUNNISON, HINSDALE, LA PLATA, MOFFAT, MONTEZUMA, MONTROSE, OURAY, PITKIN, RIO BLANCO, ROUTT, SAN JUAN AND SAN MIGUEL COUNTIES		
ELECTRICIANS	20.35	4%+5.14

---

* ENGI0009D 05/01/2002

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
Mechanic	20.07	5.47
Motor Grader:		
Blade-rough	19.92	5.47
Blade-finish	20.22	5.47
Roller		
self-propelled, rubber tires under 5 tons	19.57	5.47

self-propelled, all types
over 5 tons 19.92 5.47
Trackhoe 20.07 5.47

PLUM0003C 07/01/2002

	Rates	Fringes
PLUMBERS	26.52	6.64

PLUM0020D 07/01/2002

	Rates	Fringes
ALAMOSA, BACA, BENT, CHAFFEE, CONEJOS, COSTILLA, CROWLEY, CUSTER, FREMONT, HUERFANO, KIOWA, LAS ANIMAS, MINERAL, OTERO, PROWERS, PUEBLO, RIO GRANDE AND SAGUACHE COUNTIES		
PLUMBERS		
Free Zone - 0 to 40 miles	19.85	6.81

Zone 1 - 40 miles and over: $19.85 per hour + $32.00 per day per diem will be paid on projects over 40 miles (Zone 1) measured in practical driving miles by the shortest route, beginning at 5th and Main Streets in Pueblo, Colorado, when the employee stays overnight or drives their own vehicle.
Hazardous pay: Add $2.20 per hour to base rate.
Hazardous pay applies to projects at chemical plants, steel mills, cement plants, power generator plants, process piping at manufacturing plants, food processing plants, and all projects which may present a health hazard or serious personal injury.

PLUM0058F 07/01/2002

	Rates	Fringes
CHEYENNE, ELBERT (SOUTHERN PORTION INCLUDING THE TOWNS OF ELBERT, MATHERSON AND SIMLA), LINCOLN (INCLUDING THE TOWNS OF GEONA AND ARRIBA IN THE SOUTHERN PORTION OF COUNTY), KIT CARSON (INCLUDING TOWNS OF DFALGLER, SEIBERT, VONA, STRATTON AND BETHUNE), PARK (INCLUDING TOWNS OF FAUPLAY, HARTSEL, AND LAKE GEORGE), TELLER COUNTIES		
PLUMBERS	24.95	7.40

PLUM0145D 05/01/2002

	Rates	Fringes
ARCHULETA, DELTA, DOLORES, EAGLE (Eagle County is divided from where Pitkin and Lake Counties join on the north, and in a straight line to and including the town of Edwards and northerly to the south east corner of Routt County), GARFIELD, GUNNISON, HINSDALE, LA PLATA, MOFFAT, MONTEZUMA, MONTROSE, OURAY, PITKIN, RIO BLANCO, ROUTT, SAN JUAN AND SAN MIGUEL COUNTIES		
PLUMBERS	21.28	6.45

SUCO1013A 12/20/2001

	Rates	Fringes
CEMENT MASONS/ CONCRETE FINISHERS	14.76	2.28
CARPENTERS:		
Form Building and Setting	16.16	.82

All Other Work	15.72	
LABORERS, Common	11.11	3.80
PIPEFITTERS	18.13	1.84
POWER EQUIPMENT OPERATORS:		
Backhoe	15.93	3.58
Bobcat/Skid Loader	20.22	4.41
Bulldozer	15.08	4.44
Excavator	15.39	
Front End Loader	15.86	3.59

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

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

END OF GENERAL DECISION

ATTACHMENT 11

SERVICE CONTRACT ACT WAGE RATES
94-2081 (R.20)

WAGE DETERMINATION NO: 94-2081 REV (20) AREA: CO,DENVER

WAGE DETERMINATION NO: **94-2081** REV (20) AREA: CO,DENVER
REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL
| WASHINGTON D.C. 20210
| Wage Determination No.: 1994-2081
William W.Gross Division of | Revision No.: 20
Director Wage Determinations| Date Of Last Revision: 05/29/2002

State: Colorado
Area: Colorado Counties of Adams, Arapahoe, Boulder, Clear Creek, Denver, Douglas, Elbert, Gilpin, Grand, Jackson, Jefferson, Logan, Morgan, Park, Phillips, Sedgwick, Summit, Washington, Weld, Yuma

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	10.53
Accounting Clerk II	10.89
Accounting Clerk III	13.08
Accounting Clerk IV	14.80
Court Reporter	14.45
Dispatcher, Motor Vehicle	14.45
Document Preparation Clerk	11.33
Duplicating Machine Operator	10.81
Film/Tape Librarian	11.99
General Clerk I	8.79
General Clerk II	9.87
General Clerk III	10.08
General Clerk IV	12.82
Housing Referral Assistant	16.58
Key Entry Operator I	11.22
Key Entry Operator II	13.41
Messenger (Courier)	8.89
Order Clerk I	12.16
Order Clerk II	12.83
Personnel Assistant (Employment) I	11.93
Personnel Assistant (Employment) II	13.77
Personnel Assistant (Employment) III	16.16
Personnel Assistant (Employment) IV	17.55
Production Control Clerk	16.58
Rental Clerk	12.54
Scheduler, Maintenance	12.54
Secretary I	12.83
Secretary II	13.48
Secretary III	15.20

Secretary IV	18.09
Secretary V	20.09
Service Order Dispatcher	12.54
Stenographer I	11.68
Stenographer II	14.30
Supply Technician	17.74
Survey Worker (Interviewer)	13.48
Switchboard Operator-Receptionist	11.42
Test Examiner	14.45
Test Proctor	14.45
Travel Clerk I	12.50
Travel Clerk II	13.11
Travel Clerk III	14.03
Word Processor I	11.11
Word Processor II	12.82
Word Processor III	15.05
Automatic Data Processing Occupations	
Computer Data Librarian	11.91
Computer Operator I	13.19
Computer Operator II	14.81
Computer Operator III	19.09
Computer Operator IV	21.18
Computer Operator V	23.47
Computer Programmer I (1)	16.60
Computer Programmer II (1)	20.03
Computer Programmer III (1)	24.53
Computer Programmer IV (1)	27.62
Computer Systems Analyst I (1)	24.70
Computer Systems Analyst II (1)	27.62
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	13.70
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	20.69
Automotive Glass Installer	17.05
Automotive Worker	17.05
Electrician, Automotive	17.99
Mobile Equipment Servicer	15.50
Motor Equipment Metal Mechanic	18.33
Motor Equipment Metal Worker	17.05
Motor Vehicle Mechanic	18.33
Motor Vehicle Mechanic Helper	14.45
Motor Vehicle Upholstery Worker	17.05
Motor Vehicle Wrecker	17.05
Painter, Automotive	17.33
Radiator Repair Specialist	17.05
Tire Repairer	14.98
Transmission Repair Specialist	18.33
Food Preparation and Service Occupations	
Baker	13.29
Cook I	10.50
Cook II	11.56
Dishwasher	8.28
Food Service Worker	8.44

Meat Cutter	12.14
Waiter/Waitress	9.09
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	17.33
Furniture Handler	14.45
Furniture Refinisher	17.33
Furniture Refinisher Helper	14.45
Furniture Repairer, Minor	16.45
Upholsterer	17.33
General Services and Support Occupations	
Cleaner, Vehicles	9.59
Elevator Operator	9.59
Gardener	12.96
House Keeping Aid I	7.93
House Keeping Aid II	9.00
Janitor	9.57
Laborer, Grounds Maintenance	10.45
Maid or Houseman	7.84
Pest Controller	12.14
Refuse Collector	9.59
Tractor Operator	12.26
Window Cleaner	10.43
Health Occupations	
Dental Assistant	13.36
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	12.48
Licensed Practical Nurse I	12.30
Licensed Practical Nurse II	13.80
Licensed Practical Nurse III	15.45
Medical Assistant	10.38
Medical Laboratory Technician	11.94
Medical Record Clerk	10.38
Medical Record Technician	13.81
Nursing Assistant I	8.32
Nursing Assistant II	9.62
Nursing Assistant III	12.03
Nursing Assistant IV	13.50
Pharmacy Technician	12.74
Phlebotomist	10.51
Registered Nurse I	19.04
Registered Nurse II	22.41
Registered Nurse II, Specialist	22.41
Registered Nurse III	28.28
Registered Nurse III, Anesthetist	28.28
Registered Nurse IV	33.90
Information and Arts Occupations	
Audiovisual Librarian	16.82
Exhibits Specialist I	16.92
Exhibits Specialist II	20.96
Exhibits Specialist III	25.57
Illustrator I	16.95
Illustrator II	21.00
Illustrator III	25.61
Librarian	20.24

Library Technician	15.69
Photographer I	13.28
Photographer II	15.75
Photographer III	19.51
Photographer IV	23.79
Photographer V	28.87
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	8.83
Counter Attendant	8.83
Dry Cleaner	9.08
Finisher, Flatwork, Machine	8.83
Presser, Hand	8.83
Presser, Machine, Drycleaning	8.83
Presser, Machine, Shirts	8.83
Presser, Machine, Wearing Apparel, Laundry	8.83
Sewing Machine Operator	9.76
Tailor	13.90
Washer, Machine	10.17
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	17.33
Tool and Die Maker	20.40
Material Handling and Packing Occupations	
Forklift Operator	14.70
Fuel Distribution System Operator	15.66
Material Coordinator	17.03
Material Expediter	17.03
Material Handling Laborer	11.86
Order Filler	11.18
Production Line Worker (Food Processing)	12.87
Shipping Packer	11.44
Shipping/Receiving Clerk	11.68
Stock Clerk (Shelf Stocker; Store Worker II)	12.06
Store Worker I	11.44
Tools and Parts Attendant	14.80
Warehouse Specialist	12.87
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	17.99
Aircraft Mechanic Helper	14.45
Aircraft Quality Control Inspector	17.52
Aircraft Servicer	16.45
Aircraft Worker	16.73
Appliance Mechanic	17.33
Bicycle Repairer	14.98
Cable Splicer	17.99
Carpenter, Maintenance	17.33
Carpet Layer	16.73
Electrician, Maintenance	21.64
Electronics Technician, Maintenance I	17.16
Electronics Technician, Maintenance II	18.72
Electronics Technician, Maintenance III	19.86
Fabric Worker	16.45
Fire Alarm System Mechanic	17.99
Fire Extinguisher Repairer	16.45

Fuel Distribution System Mechanic	18.17
General Maintenance Worker	16.19
Heating, Refrigeration and Air Conditioning Mechanic	17.99
Heavy Equipment Mechanic	17.99
Heavy Equipment Operator	18.30
Instrument Mechanic	17.99
Laborer	9.55
Locksmith	17.33
Machinery Maintenance Mechanic	17.99
Machinist, Maintenance	18.11
Maintenance Trades Helper	14.45
Millwright	17.99
Office Appliance Repairer	17.33
Painter, Aircraft	17.33
Painter, Maintenance	17.55
Pipefitter, Maintenance	18.25
Plumber, Maintenance	17.33
Pneudraulic Systems Mechanic	17.99
Rigger	17.99
Scale Mechanic	16.73
Sheet-Metal Worker, Maintenance	17.99
Small Engine Mechanic	16.73
Telecommunication Mechanic I	17.99
Telecommunication Mechanic II	18.54
Telephone Lineman	17.99
Welder, Combination, Maintenance	17.99
Well Driller	18.18
Woodcraft Worker	17.99
Woodworker	16.73
Miscellaneous Occupations	
Animal Caretaker	9.88
Carnival Equipment Operator	9.99
Carnival Equipment Repairer	10.77
Carnival Worker	7.81
Cashier	7.69
Desk Clerk	9.18
Embalmer	20.60
Lifeguard	9.83
Mortician	20.60
Park Attendant (Aide)	10.32
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8.21
Recreation Specialist	9.68
Recycling Worker	12.26
Sales Clerk	8.21
School Crossing Guard (Crosswalk Attendant)	9.59
Sport Official	7.14
Survey Party Chief (Chief of Party)	12.70
Surveying Aide	7.05
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	11.55
Swimming Pool Operator	12.65
Vending Machine Attendant	10.66
Vending Machine Repairer	12.65
Vending Machine Repairer Helper	10.66

Personal Needs Occupations	
Child Care Attendant	8.03
Child Care Center Clerk	9.13
Chore Aid	7.77
Homemaker	11.52
Plant and System Operation Occupations	
Boiler Tender	19.34
Sewage Plant Operator	17.33
Stationary Engineer	19.34
Ventilation Equipment Tender	14.45
Water Treatment Plant Operator	17.33
Protective Service Occupations	
Alarm Monitor	14.78
Corrections Officer	19.00
Court Security Officer	18.53
Detention Officer	19.00
Firefighter	17.56
Guard I	6.83
Guard II	11.35
Police Officer	24.96
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	15.24
Hatch Tender	15.24
Line Handler	15.24
Stevedore I	14.61
Stevedore II	18.23
Technical Occupations	
Air Traffic Control Specialist, Center (2)	29.44
Air Traffic Control Specialist, Station (2)	20.30
Air Traffic Control Specialist, Terminal (2)	22.35
Archeological Technician I	16.57
Archeological Technician II	18.52
Archeological Technician III	22.96
Cartographic Technician	21.18
Civil Engineering Technician	19.24
Computer Based Training (CBT) Specialist/ Instructor	24.70
Drafter I	13.93
Drafter II	15.62
Drafter III	18.53
Drafter IV	22.94
Engineering Technician I	13.88
Engineering Technician II	16.27
Engineering Technician III	19.42
Engineering Technician IV	22.75
Engineering Technician V	26.14
Engineering Technician VI	31.64
Environmental Technician	20.93
Flight Simulator/Instructor (Pilot)	27.62
Graphic Artist	20.00
Instructor	20.96
Laboratory Technician	16.42
Mathematical Technician	22.38
Paralegal/Legal Assistant I	15.54

Paralegal/Legal Assistant II	18.61	
Paralegal/Legal Assistant III	22.70	
Paralegal/Legal Assistant IV	27.49	
Photooptics Technician	20.79	
Technical Writer	25.88	
Unexploded (UXO) Safety Escort	18.71	
Unexploded (UXO) Sweep Personnel	18.71	
Unexploded Ordnance (UXO) Technician I	18.71	
Unexploded Ordnance (UXO) Technician II	22.64	
Unexploded Ordnance (UXO) Technician III	27.13	
Weather Observer, Combined Upper Air and Surface Programs (3)		18.34
Weather Observer, Senior (3)	20.79	
Weather Observer, Upper Air (3)	18.34	
Transportation/ Mobile Equipment Operation Occupations		
Bus Driver	14.30	
Parking and Lot Attendant	7.94	
Shuttle Bus Driver	12.73	
Taxi Driver	11.72	
Truckdriver, Heavy Truck	17.26	
Truckdriver, Light Truck	11.93	
Truckdriver, Medium Truck	16.57	
Truckdriver, Tractor-Trailer	17.26	

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

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

process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed. The process for preparing a conformance request is as follows:
1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
5) The contracting officer transmits the Wage and Hour decision to the contractor.
6) The contractor informs the affected employees.
Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

STATEMENT OF EQUIVALENT FEDERAL WAGE RATES

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

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

		Hourly Compensation	
Employee Class	**Wages**	**Fringe Benefits**	**Total**
Chemist	26.81	14.75	41.56
Engineer Tech III	12.20	6.71	18.91
Lab Tech	13.60	7.48	21.08
Program/Project Manager	31.88	17.53	49.41
Geologist	26.81	14.75	41.56
Hydrogeologist	26.81	14/75	41.56

ATTACHMENT 12

WEB SITE ADDRESS FOR "DATA ITEM DESCRIPTIONS"

http://www.hnd.usace.army.mil/oew/dids.asp

End of Section J

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

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

Questionnaire for Public Trust Positions

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

Purpose of this Form

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

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

Authority to Request this Information

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

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

The Investigative Process

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

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

Your Personal Interview

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

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

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

Instructions for Completing this Form

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

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

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

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

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

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

7. All telephone numbers must include area codes.

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

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

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

Final Determination on Your Eligibility

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

Penalties for Inaccurate or False Statements

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

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

Disclosure of Information

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

PRIVACY ACT ROUTINE USES

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

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

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

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

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

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

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

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

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

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

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

STATE CODES (ABBREVIATIONS)

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

PUBLIC BURDEN INFORMATION

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

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

QUESTIONNAIRE FOR PUBLIC TRUST POSITIONS

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

OPM USE ONLY	Codes	Case Number

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

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

G Geographic Location	H Position Code	I Position Title

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

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

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

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

Persons completing this form should begin with the questions below.

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

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

2 DATE OF BIRTH

Month	Day	Year

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

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

4 SOCIAL SECURITY NUMBER

5 OTHER NAMES USED

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

6 OTHER IDENTIFYING INFORMATION

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

7 TELEPHONE NUMBERS

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

8 CITIZENSHIP

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

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

b Your Mother's Maiden Name

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

Naturalization Certificate *(Where were you naturalized?)*

Court	City	State	Certificate Number	Month/Day/Year Issued

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

City	State	Certificate Number	Month/Day/Year Issued

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

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

U.S. Passport

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

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

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

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

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

9 WHERE YOU HAVE LIVED

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

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

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

10 WHERE YOU WENT TO SCHOOL

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

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

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

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

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

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

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

11 YOUR EMPLOYMENT ACTIVITIES

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

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

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

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

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

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

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

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

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

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

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

YOUR EMPLOYMENT ACTIVITIES *(CONTINUED)*

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

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

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

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

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

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

12 YOUR EMPLOYMENT RECORD

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

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

1 - Fired from a job

2 - Quit a job after being told you'd be fired

3 - Left a job by mutual agreement following allegations of misconduct

4 - Left a job by mutual agreement following allegations of unsatisfactory performance

5 - Left a job for other reasons under unfavorable circumstances

Month/Year	Code	Specify Reason	Employer's Name and Address *(Include city/Country if outside U.S.)*	State	ZIP Code

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

13 PEOPLE WHO KNOW YOU WELL

List three people who know you well and live in the United States. They should be good friends, peers, colleagues, college roommates, etc., whose combined association with you covers as well as possible the last 7 years. Do not list your spouse, former spouses, or other relatives, and try not to list anyone who is listed elsewhere on this form.

Name	Dates Known Month/Year Month/Year To	Telephone Number Day Night ( )		
#1				
Home or Work Address	City (Country)	State	ZIP Code	
Name	Dates Known Month/Year Month/Year To	Telephone Number Day Night ( )		
#2				
Home or Work Address	City (Country)	State	ZIP Code	
Name	Dates Known Month/Year Month/Year To	Telephone Number Day Night ( )		
#3				
Home or Work Address	City (Country)	State	ZIP Code	

14 YOUR MARITAL STATUS

Mark one of the following boxes to show your current marital status:

- ☐ **1** - Never married *(go to question 15)*
- ☐ **2** - Married
- ☐ **3** - Separated
- ☐ **4** - Legally Separated
- ☐ **5** - Divorced
- ☐ **6** - Widowed

Current Spouse Complete the following about your current spouse.

Full Name	Date of Birth *(Mo./Day/Yr.)*	Place of Birth *(Include country if outside the U.S.)*	Social Security Number

Other Names Used *(Specify maiden name, names by other marriages, etc., and show dates used for each name)*

Country of Citizenship	Date Married *(Mo./Day/Yr.)*	Place Married *(Include country if outside the U.S.)*	State
If Separated, Date of Separation *(Mo./Day/Yr.)*	If Legally Separated, Where is the Record Located? City *(Country)*		State
Address of Current Spouse *(Street, city, and country if outside the U.S.)*		State	ZIP Code

15 YOUR RELATIVES

Give the full name, correct code, and other requested information for each of your relatives, living or dead, specified below.

1 - Mother *(first)* **3** - Stepmother **5** - Foster Parent **7** - Stepchild
2 - Father *(second)* **4** - Stepfather **6** - Child *(adopted also)*

	Full Name *(If deceased, check box on the left before entering name)*	Code	Date of Birth Month/Day/Year	Country of Birth	Country(ies) of Citizenship	Current Street Address and City *(country)* of Living Relatives	State
		1					
		2					

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

16 YOUR MILITARY HISTORY

	Yes	No
a Have you served in the United States military?		
b Have you served in the United States Merchant Marine?		

List all of your military service below, including service in Reserve, National Guard, and U.S. Merchant Marine. Start with the most recent period of service (#1) and work backward. If you had a break in service, each separate period should be listed.

- **Code.** Use one of the codes listed below to identify your branch of service:

1 - Air Force **2** - Army **3** - Navy **4** - Marine Corps **5** - Coast Guard **6** - Merchant Marine **7** - National Guard

- **O/E.** Mark "O" block for Officer or "E" block for Enlisted.

- **Status.** "X" the appropriate block for the status of your service during the time that you served. If your service was in the National Guard, do not use an "X": use the two-letter code for the state to mark the block.

- **Country.** If your service was with other than the U.S. Armed Forces, identify the country for which you served.

Month/Year	Month/Year	Code	Service/Certificate No.	O	E	Status: Active	Status: Active Reserve	Status: Inactive Reserve	Status: National Guard *(State)*	Country
	To									
	To									

17 YOUR SELECTIVE SERVICE RECORD

	Yes	No
a Are you a male born after December 31, 1959? If "**No**," go to **18**. If "**Yes**," go to b.		
b Have you registered with the Selective Service System? If "Yes," provide your registration number. If "**No**," show the reason for your legal exemption below.		

Registration Number | Legal Exemption Explanation

18 YOUR INVESTIGATIONS RECORD

	Yes	No
a Has the United States Government ever investigated your background and/or granted you a security clearance? If "**Yes**," use the codes that follow to provide the requested information below. If "**Yes**," but you can't recall the investigating agency and/or the security clearance received, enter "**Other**" agency code or clearance code, as appropriate, and "**Don't know**" or "**Don't recall**" under the "**Other Agency**" heading, below. If your response is "**No**," or you don't know or can't recall if you were investigated and cleared, check the "**No**" box.		

Codes for Investigating Agency
1 - Defense Department **4** - FBI
2 - State Department **5** - Treasury Department
3 - Office of Personnel Management **6** - Other *(Specify)*

Codes for Security Clearance Received
0 - Not Required **3** - Top Secret **6** - L
1 - Confidential **4** - Sensitive Compartmented Information **7** - Other
2 - Secret **5** - Q

Month/Year	Agency Code	Other Agency	Clearance Code	Month/Year	Agency Code	Other Agency	Clearance Code

	Yes	No
b To your knowledge, have you ever had a clearance or access authorization denied, suspended, or revoked, or have you ever been debarred from government employment? If "**Yes**," give date of action and agency. **Note:** An administrative downgrade or termination of a security clearance is not a revocation.		

Month/Year	Department or Agency Taking Action	Month/Year	Department or Agency Taking Action

19 FOREIGN COUNTRIES YOU HAVE VISITED

List foreign countries you have visited, except on travel under official Government orders, beginning with the most current (#1) and working back 7 years. (Travel as a dependent or contractor must be listed.)

- Use one of these codes to indicate the purpose of your visit: **1** - Business **2** - Pleasure **3** - Education **4** - Other

- Include short trips to Canada or Mexico. If you have lived near a border and have made short (one day or less) trips to the neighboring country, you do not need to list each trip. Instead, provide the time period, the code, the country, and a note ("Many Short Trips").

- Do not repeat travel covered in items 9, 10, or 11.

	Month/Year	Month/Year	Code	Country		Month/Year	Month/Year	Code	Country
#1		To			#5		To		
#2		To			#6		To		
#3		To			#7		To		
#4		To			#8		To		

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

20 YOUR POLICE RECORD *(Do not include anything that happened before your 16th birthday.)*

In the last 7 years, have you been arrested for, charged with, or convicted of any offense(s)? (Leave out traffic fines of less than $150.)

If you answered "Yes," explain your answer(s) in the space provided.

Yes	No

Month/Year	Offense	Action Taken	Law Enforcement Authority or Court *(City and county/country if outside the U.S.)*	State	ZIP Code

21 ILLEGAL DRUGS

The following questions pertain to the illegal use of drugs or drug activity. You are required to answer the questions fully and truthfully, and your failure to do so could be grounds for an adverse employment decision or action against you, but neither your truthful responses nor information derived from your responses will be used as evidence against you in any subsequent criminal proceeding.

	Yes	No
a In the last year, have you illegally used any controlled substance, for example, marijuana, cocaine, crack cocaine, hashish, narcotics (opium, morphine, codeine, heroin, etc.), amphetamines, depressants (barbiturates, methaqualone, tranquilizers, etc.), hallucinogenics (LSD, PCP, etc.), or prescription drugs?		
b In the last 7 years, have you been involved in the illegal purchase, manufacture, trafficking, production, transfer, shipping, receiving, or sale of any narcotic, depressant, stimulant, hallucinogen, or cannabis, for your own intended profit or that of another?		

If you answered "Yes" to "a" above, provide information relating to the types of substance(s), the nature of the activity, and any other details relating to your involvement with illegal drugs. Include any treatment or counseling received.

Month/Year	Month/Year	Controlled Substance/Prescription Drug Used	Number of Times Used
	To		
	To		
	To		

22 YOUR FINANCIAL RECORD

	Yes	No
a In the last 7 years, have you, or a company over which you exercised some control, filed for bankruptcy, been declared bankrupt, been subject to a tax lien, or had legal judgment rendered against you for a debt? If you answered "Yes," provide date of initial action and other information requested below.		

Month/Year	Type of Action	Name Action Occurred Under	Name/Address of Court or Agency Handling Case	State	ZIP Code

	Yes	No
b Are you now over 180 days delinquent on any loan or financial obligation? Include loans or obligations funded or guaranteed by the Federal Government.		

If you answered "**Yes**," provide the information requested below:

Month/Year	Type of Loan or Obligation and Account #	Name/Address of Creditor or Obligee	State	ZIP Code

After completing this form and any attachments, you should review your answers to all questions to make sure the form is complete and accurate, and then sign and date the following certification and sign and date the release on Page 8.

Certification That My Answers Are True

My statements on this form, and any attachments to it, are true, complete, and correct to the best of my knowledge and belief and are made in good faith. I understand that a knowing and willful false statement on this form can be punished by fine or imprisonment or both. (See section 1001 of title 18, United States Code).

Signature *(Sign in ink)* | Date

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

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

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

UNITED STATES OF AMERICA

AUTHORIZATION FOR RELEASE OF INFORMATION

Carefully read this authorization to release information about you, then sign and date it in ink.

I Authorize any investigator, special agent, or other duly accredited representative of the authorized Federal agency conducting my background investigation, to obtain any information relating to my activities from individuals, schools, residential management agents, employers, criminal justice agencies, credit bureaus, consumer reporting agencies, collection agencies, retail business establishments, or other sources of information. This information may include, but is not limited to, my academic, residential, achievement, performance, attendance, disciplinary, employment history, criminal history record information, and financial and credit information. I authorize the Federal agency conducting my investigation to disclose the record of my background investigation to the requesting agency for the purpose of making a determination of suitability or eligibility for a security clearance.

I Understand that, for financial or lending institutions, medical institutions, hospitals, health care professionals, and other sources of information, a separate specific release will be needed, and I may be contacted for such a release at a later date. Where a separate release is requested for information relating to mental health treatment or counseling, the release will contain a list of the specific questions, relevant to the job description, which the doctor or therapist will be asked.

I Further Authorize any investigator, special agent, or other duly accredited representative of the U.S. Office of Personnel Management, the Federal Bureau of Investigation, the Department of Defense, the Defense Investigative Service, and any other authorized Federal agency, to request criminal record information about me from criminal justice agencies for the purpose of determining my eligibility for assignment to, or retention in a sensitive National Security position, in accordance with 5 U.S.C. 9101. I understand that I may request a copy of such records as may be available to me under the law.

I Authorize custodians of records and other sources of information pertaining to me to release such information upon request of the investigator, special agent, or other duly accredited representative of any Federal agency authorized above regardless of any previous agreement to the contrary.

I Understand that the information released by records custodians and sources of information is for official use by the Federal Government only for the purposes provided in this Standard Form 85P, and that it may be redisclosed by the Government only as authorized by law.

Copies of this authorization that show my signature are as valid as the original release signed by me. This authorization is valid for five (5) years from the date signed or upon the termination of my affiliation with the Federal Government, whichever is sooner.

Signature *(Sign in ink)*	Full Name *(Type or Print Legibly)*			Date Signed
Other Names Used				Social Security Number
Current Address *(Street, City)*		State	ZIP Code	Home Telephone Number *(Include Area Code)* ( )

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

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

UNITED STATES OF AMERICA

AUTHORIZATION FOR RELEASE OF MEDICAL INFORMATION

Carefully read this authorization to release information about you, then sign and date it in black ink.

Instructions for Completing this Release

This is a release for the investigator to ask your health practitioner(s) the three questions below concerning your mental health consultations. Your signature will allow the practitioner(s) to answer only these questions.

I am seeking assignment to or retention in a position of public trust with the Federal Government as a(n)

_____

(Investigator instructed to write in position title.)

As part of the investigative process, **I hereby authorize** the investigator, special agent, or duly accredited representative of the authorized Federal agency conducting my background investigation, to obtain the following information relating to my mental health consultations:

Does the person under investigation have a condition or treatment that could impair his/her judgment or reliability?

If so, please describe the nature of the condition and the extent and duration of the impairment or treatment.

What is the prognosis?

I understand that the information released pursuant to this release is for use by the Federal Government only for purposes provided in the Standard Form 85P and that it may be redisclosed by the Government only as authorized by law.

Copies of this authorization that show my signature are as valid as the original release signed by me. This authorization is valid for 1 year from the date signed or upon termination of my affiliation with the Federal Government, whichever is sooner.

Signature *(Sign in ink)*	Full Name *(Type or Print Legibly)*			Date Signed
Other Names Used				Social Security Number
Current Address *(Street, City)*		State	ZIP Code	Home Telephone Number *(Include Area Code)* ( )

Section K
Representations, Certifications, and Other Statements of Offerors or Respondents

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

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

2. 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.

3. 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Apr 1991)

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

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

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

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

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

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

(End of Provision)

4. 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 _____

5. 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.

6. 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.

7. 52.215-6 Place of Performance (Oct 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, intends, does not intend [*check applicable block*] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of Provision)

8. 52.219-1 Small Business Program Representations (Apr 2002) Alt I (Apr 2002)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is **562910**.

(2) The small business size standard is 500 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it [ ]is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [ ] is, [ ] is not a women-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offferor represents as part of its offer that it [ ] is, [ ] is not a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that is [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that -

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate of the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(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.

9. 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
____ 50 or fewer	____ $1 million or less
____ 51 – 100	____ $1,000,001 -- $2 million
____ 101 – 250	____ $2,000,001 -- $3.5 million
____ 251 – 500	____ $3,500,001 -- $5 million
____ 501 -- 750	____ $5,000,001 -- $10 million
____ 751 -- 1,000	____ $10,000,001 -- $17 million
____ Over 1,000	____ Over $17 million

10. 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

11. 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.

12. 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.

13. 52.222-38 Compliance With Veterans' Employment Reporting Requirements (Dec 2001)

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.*, if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

(End of provision)

14. 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.

15. 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.

16. 52.227-15 Representation of Limited Rights Data and Restricted Computer Software (May 1999)

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data -- General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data -- General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states [offeror check appropriate block] – [ ] None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software. [ ] Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

_____

_____

_____

Note: Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data -- General."

17. 52.230-1 – Cost Accounting Standards Notices and Certification (Jun 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement -- Cost Accounting Practices and Certification

(a) Any contract in excess of $500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

[ ] (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

[ ] (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

[ ] (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than $50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

[ ] (4) Certificate of Interim Exemption. The offeror hereby certifies that

(i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

(ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of $50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards -- Eligibility for Modified Contract Coverage

[ ] The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than $50 million in awards of CAS-covered prime contracts and subcontracts. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

[ ] The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than $25 million in awards of CAS-

covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding $1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of $50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of $50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

[ ] yes [ ] no

18. 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 Section K

Section L
Instructions, Conditions, and Notices to Offerors

1. 52.252-1 -- Solicitation Provisions Incorporated By Reference (Feb 1998)

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

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

2. 52.204-6 -- Data Universal Numbering System (DUNS) Number (June 1999)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.
(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505.

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

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

3. 52.215-1 Instructions to Offerors -- Competitive Acquisition (May 2001) (Alternate I (Oct 1997) –

(a) *Definitions.* As used in this provision --
"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal."
"In writing," "writing," or "written" means any worded or numbered expression, which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.
"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.
"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

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

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

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

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

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

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

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

(i) The solicitation number;

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

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

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

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

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

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

(ii)

(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received 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 after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

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

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(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.

4. 52.215-16 -- Facilities Capital Cost of Money (Oct 1997)

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in subparagraph 31.205-10(a)(2) of the Federal Acquisition Regulation are met. One of the allowability criteria requires the prospective contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

5. 52.215-20 -- Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (Oct 1997) *(Alternate I (Oct 1997)*

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

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

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

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

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

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

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

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

(b) *Requirements for cost or pricing data.* If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall submit cost or pricing data and supporting attachments in accordance with Section L Instructions.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

6. 52.216-1 – Type of Contract (Apr 1984)

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

7. 52.222-24 -- Preaward On-Site Equal Opportunity Compliance Evaluation (Feb 1999)

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

8. 52.222-46 -- Evaluation of Compensation for Professional Employees (Feb 1993)

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

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

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

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

9. 52.225-12 -- Notice of Buy American Act Requirement-Construction Materials Under Trade Agreements (May 2002) (*Alternate I (May 2002)*

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

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

(c) *Evaluation of offers*.

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

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

(d) *Alternate offers.*

(1) When an offer includes foreign construction material, other than designated country or NAFTA country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic, designated country, or NAFTA country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic, designated country, or NAFTA country construction material, and the offeror shall be required to furnish such domestic, designated country, or NAFTA country construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

10. 252.227-7016 Rights in Bid or Proposal Information (JUN 1995)

(a) *Definitions*.

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

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

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

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

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

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

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

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

(d) *Government-furnished information*. The Government's rights with respect to technical data or computer software contained in the Contractor's bid or proposal that were provided to the Contractor by the Government are subject only to restrictions on use, modification, reproduction, release, performance, display, or disclosure, if any, imposed by the developer or licensor of such data or software.

(e) *Information available without restrictions*. The Government's rights to use, modify, reproduce, release, perform, display, or, disclose information contained in a bid or proposal, including technical data or computer software, and to permit others to do so, shall not be restricted in any manner if such information has been released or disclosed to the Government or to other persons without restrictions other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the information to another party or the sale or transfer of some or all of a business entity or its assets to another party.

(f) *Flowdown.* The Contractor shall include this clause in all subcontracts or similar contractual instruments and require its subcontractors or suppliers to do so without alteration, except to identify the parties.

11. 52.232-13 -- Notice of Progress Payments (Apr 1984)

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

12. 52.233-2 -- Service of Protest (Aug. 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Contracting Officer
U.S. Army Corps of Engineers, Omaha District
Attn: CENWO-CT-ER (Hadley)
106 South 15th Street
Omaha, NE 68102-1618

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

13. 52.237-10 -- Identification of Uncompensated Overtime (Oct 1997)

(a) Definitions. As used in this provision -- Uncompensated overtime means the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours. Uncompensated overtime rate is the rate that results from multiplying the hourly rate for a 40-hour workweek by 40, and then dividing by the proposed hours per week. For example, 45

hours proposed on a 40-hour workweek basis at $20 per hour would be converted to an uncompensated overtime rate of $17.78 per hour ($20.00´40 divided by 45=$17.78).

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

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

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

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

14. PROPOSAL INFORMATION

There are no drawings associated with this Request for Proposal. Copies of the solicitation are available by **INTERNET ACCESS ONLY**. All solicitation documents will be posted to the Omaha Districts Advertised Solicitation website. The **website address is:**

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

All amendments will be posted to that website. It shall be the contractor's responsibility to check the website for any amendments. The offeror shall submit in the proposal all requested information specified in this section of the Request for Proposal (RFP) solicitation. There will be no public opening of the proposals received as a result of this solicitation.

14.1. CONTRACTUAL AND TECHNICAL POINT OF CONTACT

U.S. Army Corps of Engineers, Omaha District
Attn: CENWO-CT-ER (Gruber)
106 South 15th Street
Omaha, NE 68102-1618
Phone: (402) 221-3031 Fax: (402) 221-4199
E-mail: Ginger.L.Gruber@usace.army.mil

NOTE: All questions and/or comments should reach said offices no later than 10 work days prior to the date set for receiving proposals in order that they may be given consideration or actions taken prior to receipt of offers.

14.2. PROPOSAL EXPENSES AND PRECONTRACT COSTS

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

14.3. METHOD OF PROCUREMENT.

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

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

14.3.3. 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.

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

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

14.4. PROPOSAL SUBMITTALS –

Offerors intending to hand deliver their proposal, shall contact Ginger L. Gruber, Contract Specialist, at (402) 221-4103, or (402) 221-4100 (Contracting Receptionist) upon arriving at the controlled entry point at the address stated below. Contracting Representative will then escort offeror or his designated representative to the Contracting Division. The clock in the controlled entry point shall be considered the official time clock in reference to the solicitation closing date/time. Proposals received after this time shall be considered “late” and will be handled in accordance FAR 52.215-1 – Instructions to Offerors – Competitive Acquisition (May 2001).

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

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

The Packaging that contains the Proposal shall be marked:

"Proposals for Solicitation DACA45-03-R-0023 DO NOT OPEN"

14.5. PREPROPOSAL CONFERENCE. A preproposal conference shall be held on 17 April 2003 at the **UNO Peter Kiewit Center, 1313 Farnam Street, Room 102, Omaha, NE 68102** between the hours of 8:30 and 12:30 P.M., CST.

14.5.1. Prospective offerors who plan to attend the conference are requested to provide Ms. Ginger Gruber by phone at: (402) 221-4103, or FAX at (402) 221-4199 at least five (5) work days prior to the preproposal conference, a list of the names and titles of the representatives attending the conference. With the limited seating available, it is requested that the number of the offeror personnel attending the pre-proposal conference be limited to a maximum of three (3) representatives per firm.

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

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

15. PROPOSAL FORMAT

15.1. All proposals shall contain the requirements stated below and be bound into volumes using ***three ring binders*** with a cover sheet displaying the RFP number, contractor name, and an index of the sections of each volume. Proposal clarity, organization and the overall page limitation are required. The entire proposal shall be limited to one hundred thirty-four (134) consecutively numbered pages, maximum for small business concerns and one hundred forty-nine (149) consecutively numbered pages, maximum for large business concerns. Page limitations shall include typewritten text pages, charts, graphs, figures, diagrams etc. Double-sided copies are considered as two pages. The volumes shall include the following:

(a) Volume number on proposal cover,

(b) The prime or joint ventures name, address, signature and telephone number shall appear in the lower left corner of the cover page and table of contents of any document/volume to be evaluated. Proposal volume cover format is at the offerors discretion so long as the information required by this paragraph and subsequent paragraphs are met.

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

(d) List of tables/figures, 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)

15.2. PAGE LIMITATION. The entire proposal shall be limited to one hundred thirty-four (134) consecutively numbered pages, **maximum** for small business concerns and one hundred forty-nine (149) consecutively numbered pages, **maximum** for large business concerns. **PROPOSALS WHICH EXCEED THE PAGE LIMITATION WILL HAVE ONLY THE FIRST ONE HUNDRED THIRTY-FOUR (134) CONSECUTIVELY NUMBERED PAGES FOR SMALL BUSINESS CONCERNS AND ONE HUNDRED FORTY-NINE (149) CONSECUTIVELY NUMBERED PAGES FOR LARGE BUSINESS CONCERNS OF THE PROPOSAL EVALUATED. INFORMATION APPEARING THEREAFTER WILL NOT BE EVALUATED**. The page size of the Offeror's proposal shall not exceed an 8-1/2 inch by 11-inch sheet of paper. Please refer to Section I, FAR 52.204-4 – PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUGUST 2000) for printing/duplicating instructions. **Note: Double sided copies are considered as two pages**. Page limitation shall include typewritten test pages, charts, graphs, figures, diagrams, schematics, etc. aside from those items specifically stated as exempt from the page count. Outlines and other similar information documents shall be included as numbered pages – **no exceptions.** When included, foldout pages shall fold entirely within the volume. Each 8-1/2 inch by 11-inch section of foldout shall count as one page. The volumes are limited to single spaced typewritten pages using 10 or 12 characters per inch, 12 point proportional font or equivalent as the minimum size standards for text.

NOTE: The Proposal Cover, Table of Contents, List of Tables/Figures, Separator Tabs, Representations and Certifications are excluded from the page count limitation.

15.3. FORMAT.

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

Sample Proposal Format

Table 1 - Proposal Format			
	Maximum Limit of Pages per Volume		**Required Number of Proposals**
Proposal Document	**Maximum Page Limit per Section**	**Original**	**Copies Required**
Volume I	**SB / LB**		
Volume I, Section I, Tab 1 – Previous Experience	**20 / 20**	**1**	**6**
Volume I, Section I, Tab 2 – Organizational Structure of Submitting Firm or Proposed Team • Volume I, Section I, Tab 2a – Proposed Health & Safety Program • Volume I, Section I, Tab 2b – Proposed Chemical/ Regulatory Program • Volume I, Section I, Tab 2c – Proposed Accounting/ Procurement/Contract Administration Program • Volume I, Section I, Tab 2d – Quality Assurance Program • Volume I, Section I, Tab 2e – Construction Management	**15 / 15** **15 / 15** **(Total for Section 30 Pages)**	**1**	**6**
Volume I, Section I, Tab 3 – Resumes of Key Personnel for this Contract	**24 / 24**	**1**	**6**
Volume I, Section II, Tab 1 – Past Performance Project Narrative with Point of Contact	**20 / 20**	**1**	**6**
Volume I, Section III, Tab 1 – Small Business Subcontracting Past Performance (Large Business Only)	**0 / 10**	**1**	**6**
Volume I, Section III, Tab 2 – Proposed Subcontracting Opportunities (Large Business Only) ❖ Subcontracting Plan (Large Business Only)	**0 / 5**	**1**	**6**
Volume II			
Volume II, Section I – Contractor Information & Certifications: • SF 33, Solicitation, Offer and Award (Section A) • Representations and Certifications (Section K) • Federally Approved Audit Agency	**N/A**	**1**	**6**
Volume II, Section II - Cost Information and Assumptions • Technical Approach • Proposal	**20 / 20** **20 / 20**	**1** **1**	**6** **6**
Maximum Limit of Pages for Entire Proposal	**134 / 149**		

PHASE I

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

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

Provide ten (10) examples of completed projects which should demonstrate the offeror's and its team members' experience in performance of the work similar to that described in Section C of this solicitation.

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

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

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

b. Organizational structure of the submitting firm or proposed team (only applicable if a teaming or joint venture is proposed). If the offeror is going to propose to utilize a team or joint venture approach the organization shall be outlined through a narrative and/or a diagrammed

organizational chart. Key capabilities such as chemistry organization, safety organization, project management organization, engineering capability etc., shall be shown and briefly described. It is important that the offeror clearly define the organizational responsibilities/ interaction of the team or joint venture units and briefly describe how the cohesiveness of the combined venture will be able to act as one company. Small business's are encouraged to form teaming arrangements, joint ventures, or consortiums involving two or more small businesses. For consolidated acquisitions, the size standard is applied to the individual or concerns, not to the combined assets of the joint venture. Note: This type of strategy allows members of the small business community to leverage their capabilities to participate at the prime level without invalidating their status as a small business.

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

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

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

1) Makeup/job title of the professional staff, to include overall numbers of dedicated Safety and Health personnel.

2) Number and type of Safety and Health staff with professional registration / certification and certificate / registration they hold.

3) Corporate philosophy concerning the use of their own dedicated Safety and Health resources or subcontracted / teamed resources.

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

a. Proposed chemical organization. The contractor shall describe or provide adequate charts/organizational charts to outline their proposed chemistry/regulatory organization. The contractor shall describe their Corporate approach to Chemical Quality Control, their standard procedures for implementation of typical Chemical Quality Control and Regulatory T & D Manifesting activities and other information as deemed necessary to describe this item. If the contractor is proposing to use significant competitive /teaming/joint venture subcontractors to fulfill this requirement there relationship to the prime contractor shall be described as necessary to assure the government that an adequate working relationship has or can be established.

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

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

1) Provide a synopsis of your cost reimbursable cost tracking system to be utilized for this contract. If you are proposing to use formal teaming or joint venture partners the synopsis shall include a description of how the integration of this accounting system will be made.

2) Provide one example of your daily cost tracking and cost variance projection report if your firm has this experience. If your firm does not have this experience provide an example of what a daily cost tracking and cost variance report would look like and provide a narrative describing the integration of this report with your existing (or proposed) company accounting system.

3) Provide a synopsis of Company Policies and Procedures relative to purchasing, cost and financial accounting, inventory, timekeeping and estimating.

4) Experience utilizing U.S. Environmental Protection Agency's Removal Cost Management System (RCMS) software.

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

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

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

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

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

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

b. Resumes of key technical personnel. Include by name on a simplified organizational chart, the key personnel responsible for (may include dual assignments): Accounting/Procurement/Contract Administration Official(s), Health & Safety Officer and Chemistry/Regulatory Official(s). The offeror shall include a brief resume of these personnel that are anticipated to be used on this contract. The resumes should clearly display proposed job title, specific duties, responsibilities and assignments within the last five years.

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

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

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

(a) A college degree.

(b) Equivalent experience in a engineering related field, construction management, geology, chemistry or related field.

(c) Five (5) years experience in Program Management for other contracts/programs.

(d) A minimum of five (5) years working experience in Hazardous, Toxic, and Radioactive Waste (HTRW) or the hazardous waste disposal industry.

(e) Working knowledge of applicable federal, state, and local environmental laws and regulations and federal labor laws.

(f) The proven ability to effectively communicate and manage customer expectations.

(g) The proven ability to locate, coordinate, and utilize resources.

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

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

(a) A college degree.

(b) Equivalent experience in an engineering related field, construction management, geology, chemistry or related field.

(c) Five (5) year experience in Program/Operations/Contract Management for the Federal contracts/programs.

(d) A minimum of three (3) year working experience in Hazardous, Toxic, and Radioactive Waste (HTRW) response Project Management or hazardous waste disposal industry.

(e) Working knowledge of applicable federal, state, and local environmental laws and regulations and federal labor laws.

(f) Three (3) years experience related to remedial investigations, feasibility studies, remedial design and remedial construction at HTRW sites.

(g) The proven ability to effectively communicate and manage customer expectations.

(h) The proven ability to locate, coordinate, and utilize resources.

(i) Construction Management experience with the proven ability to effectively manage subcontracts and cost reimbursable contracts.

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

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

(b) Working knowledge of applicable federal, state, and local environmental laws and regulations.

(c) Five (5) years experience related to remedial investigations, feasibility studies, remedial design and remedial construction at HTRW sites.

(d) The proven ability to effectively communicate and manage contractor and customer expectations.

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

(a) A college degree including or supplemented by a minimum of 24 semester hours in accounting, economics, business law, procurement, or management related curriculum. Alternately, the Contracts Manager/Specialist may have completed the examination equivalent to a Certified Profession Contracts Manager through the National Contracts Management Association.

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

(c) Training in acquisition, contract administration, cost and price analysis relating to federal acquisition.

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

(a) A minimum of 3 years working experience in federal, state, and local environmental laws and regulations for HTRW response actions.

(b) Comprehensive knowledge of federal, state, and local environmental laws and regulations.

(c) The capability to identify required permits.

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

(6) CERTIFIED INDUSTRIAL HYGIENIST (CIH). The contractor shall utilize the services of an industrial hygienist certified by the American Board of Industrial Hygiene to develop, implement, and oversee all safety and health related aspects of this Contract. The CIH should have the following qualifications:

(a) A minimum of 3 years working experience in the chemical or hazardous waste disposal industry.

(b) Demonstrable expertise in air monitoring techniques and in development of personal protective equipment programs for working in potentially toxic atmospheres.

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

(d) Formal education and training in occupational safety and health.

(e) Certification by the American Board of Industrial Hygiene.

(7) SITE SAFETY AND HEALTH OFFICER (SSHO). The contractor shall utilize a trained, experienced SSHO to ensure that all elements of the approved SSHP and SSLSP are implemented and enforced on-site. The SSHO should have the following qualifications:

(a) A minimum of 1 year working experience at hazardous waste sites where EPA Level C and Level B personal protective equipment is required.

(b) Formal training or field equivalent in occupational safety and health.

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

(d) Certified as having completed training in First Aid and CPR by a recognized organization such as the American Red Cross.

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

(f) For asbestos work, shall have one (1) year working experience in the asbestos abatement industry and shall have demonstrable experience in asbestos air monitoring techniques, including successful completion of NIOSH-582 - "Sampling and Evaluating Airborne Asbestos Dust".

(g) Working knowledge of the USACE Safety Manual, EM 385-1-1.

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

(a) A Bachelor of Science degree in chemistry, chemical engineering, or related field.

(b) Two years experience writing work plans and reports. A technical writing class may substituted for some of this experience.

(c) Two years experience in conducting field investigations at HTRW sites.

(d) A working knowledge of calibrating and operating monitoring devices, such as OVA, Hnu, etc.

(9) UNEXPLODED ORDNANCE (UXO) PERSONNEL, GENERAL - The Contractor shall utilize only UXO personnel that meet or exceed the following minimum qualifications on projects that will be executed under this Contract. EOD personnel shall be U.S. citizens and must comply with DID OE-025, dated 030300. UXO contractors cannot employ active military or Federal civilian employees except for member of the military who are on terminal leave. Credit for EOD experience in National Guard or Reserve units will be based on the documented actual time spent on active duty, not on the total time of service. Explicit details for UXO personnel qualifications are in DID OE-025 and can be found at the OE MCX website at http://www.hnd.usace.army.mil/oew/policy/dids/didindx.html.

(10) SENIOR UXO SUPERVISOR (SUXOS) – The SUXOS is required to perform the following functions: Planning, coordinating, and supervising all contractor on-site UXO activities; preparation of standard operating procedures (SOPs) for UXO operations ensuring compliance with DOD directives as well as local, state, and federal statues and cods; and certification of Ammunition, Explosives, and Dangerous Articles (AEDA) and/or range scrap as ready for turn-in or disposal in accordance with current policies. The SUXOS must also be fully capable of supervising multiple project teams which may be performing UXO and UXO related activities (e.g., vegetation clearance; land surveying; reconnaissance and classification of UXO, pyrotechnic items, and military explosives and demolition materials; locating surface and subsurface UXO; destroying UXO and OE by burning or detonation; and/or transporting and storing UXO and explosives material). A SUXOS must be able to fully perform all of the functions enumerated for UXCO Sweep Personnel and UXO Technicians I, II, and III. The minimum qualifications of the SUXOS will include:

(a) Graduate of the U.S. Army Bomb Disposal School, Aberdeen Proving Grounds, MD or U.S., Naval EOD School, Indian Head, MD.

(b) Having at least 15 years UXO experience, which may be a combination of active duty military EOD and contractor UXO experience.

(c) Experience in supervisory positions.

(11) UXO QUALITY CONTROL SPECIALIST (UXOQCS) – The UXOQCS must be able to fully perform all functions enumerated for UXO Sweep Personnel and UXO Technicians I, II, and III. The UXOQCS must have the specific training, knowledge, and experience necessary to implement the contractor's OC plans. In addition, the UXOQCS must have the ability to implement the UXO specific sections of the Quality Control Program for all OE related evolutions; conduct quality control inspections of all UXO and explosives operations for compliance with established procedures; and direct and approve all corrective actions to ensure all OE related work complies with contractual requirements. *If not currently a direct hire employee of the prime contractor, a letter of commitment from this individual will accompany his/her resume stating they will become a employee of the prime at the time of award of a UXO Task Order.* The minimum qualifications of the UXOQCS will include:

(a) Graduate of the U.S. Army Bomb Disposal School, Aberdeen Proving Grounds, MD or U.S. Naval EOD School, Indian Head, MD.

(b) At least 10 years combined active duty military EOD and UXO experience in OE clearance operations and supervising personnel.

(c) Documented Quality Control Experience

(12) UXO SAFETY OFFICER (UXOSO) – The UXO Safety Officer (UXOSO) will have the ability to implement the approved UXO and explosives safety program in compliance with all DOD, federal, state, and local statutes and codes; analyze UXO and explosives operational risks, hazards, and safety requirements; establish and ensure compliance with all site specific safety requirements for UXO and explosives operations; enforce personnel limits and safety exclusion zones for UXO clearance operations, UXO and explosives transportation, storage, and destruction; conduct safety inspections to ensure compliance with UXO and explosives safety codes; and operate and maintain air monitoring equipment required at site for airborne contaminates. The UXOSO must be able to perform all functions enumerated for UXO Sweep Personnel and UXO Technicians I, II, and III. *If not currently a direct hire employee of the prime contractor, a letter of commitment from this individual will accompany his/her resume stating they will become a employee of the prime at the time of award of a UXO Task Order.* The minimum qualifications of the UXOSO will include:

(a) Graduate of the U.S. Army Bomb Disposal School, Aberdeen Proving Grounds, MD or U.S. Naval EOD School, Indian Head, MD.

(b) At least 10 years combined active duty military EOD and UXO experience in OE clearance operations and supervising personnel.

(c) Documented experience in administering approved UXO and explosive safety programs.

(13) UXO TECHNICIAN III. The UXO Technician III shall be responsible for supervising and performing on-site disposal of Ordnance and Explosives (OE); preparing explosives storage plans in accordance with all applicable guidance; preparing required OE administrative reports; preparing SOPs for on-site OE operations; performing risk hazard analysis; conducting daily site safety briefings; and supervising the conduct of all on-site evolutions directly related to OE operations. The UXO Technician III must be able to fully perform all functions enumerated for UXO Sweep Personnel and UXO Technicians I and II. The minimum qualifications of the UXO Technician III shall include:

(a) Graduate of the U.S. Army Bomb Disposal School, Aberdeen Proving Grounds, MD or U.S. Naval EOD School, Indian Head, MD.

(b) Experience in OE clearance operations and supervising personnel

(c) At least 10 years combined active duty military EOD and contractor UXO experience.

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

a. The offeror shall provide past performance information for each project listed in the offeror's experience in response to Section L, Paragraph 16, VOLUME I, SECTION I, Tab 1 – PREVIOUS EXPERIENCE of this solicitation. The title of the project shall be consistent with the project experience description as required in Section L, Paragraph 16, VOLUME I, SECTION I, Tab 1 – PREVIOUS EXPERIENCE of the solicitation. **The offeror shall utilize the same or similar format to the Owner/Client Past Performance Survey sample form as found in Section J of this solicitation.**

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

The information provided by the owner/client past performance survey forms shall be utilized in evaluating the offeror's past performance. For each of the projects submitted in Volume, I, Section I, Tab 1 – Summary of Previous Experience – Rapid Response, HTRW and OE Projects of their proposal. The offeror shall provide at least one (1) point of contact (POC) with the customer (and prime contractor is appropriate). The POCs may be contacted to assess the scope of work performed and to evaluate performance of the projects listed under the Previous Experience tab of Section I under this Volume I, if necessary. The offeror shall distribute copies of the offeror's completed project experience forms and the blank owner survey forms (provided in Section J of this solicitation). The owner survey form shall be distributed to the owner/client (of that particular project) by the offeror. The owner survey form should be returned by the owner/client directly to the Government Contract Specialist – Ginger L. Gruber at the address given for proposal submission in Section L or by email to Ginger.L.Gruber@usace.army.mil. Submission shall be received by the proposal due date for receipt as stated in Section L. If submission is by mail, the envelope shall be marked, "Confidential Proposal Information for Solicitation DACA45-03-R-0023, DO NOT OPEN". The Government shall evaluate the Past Performance survey page(s) completed by the owner/client for this past performance section only. The pages will not be counted as part of the contractor's proposal pages. If the owner/client provides duplicate copies of the previous experience information, the pages will not be counted again nor will they be reevaluated.

c. **Past Performance Evaluation**

During the Past Performance Evaluation, the Government reserves the right to obtain past performance information from any available source. The Government will consider information submitted by the offeror, as well as any other relevant and reliable information obtained from any other source (including information from Government personnel and databases). The Government will evaluate the relevancy of the information, the source of the information, and general trends in performance, along with any other information, which may help the Government assess performance risk. Information on significant problems, encountered, customer dissatisfaction, and corrective actions taken should be provided.

The Government intends to assess the relative risks associated with the offeror's performance based on the past performance information provided in the proposal.

A significant achievement, unexplained or unresolved problem, or lack of relevant data may significantly impact the risk rating by the Government. Therefore, it is incumbent upon the offeror to include all relevant information, including demonstrated corrective actions, in its proposal.

In addition to the project information requested in this section, the offeror shall also provide notification and information concerning any projects where its right to proceed was terminated for default during the last three (3) years, or so state that there were none.

Offerors providing no past performance record will be awarded a neutral performance risk rating. In rating past performance, the Government may consider available past performance information on predecessor companies, employment histories of key personnel, or majoy subcontractors performing key elements of the project.

VOLUME I, SECTION III, Tab 1 – SMALL BUSINESS SUBCONTRACTING PAST PERFORMANCE (Large Business Only)

a. Large Business concerns, as defined by FAR Clause 52.219-1, "SMALL BUSINESS PROGRAM REPRESENTATION", should submit their subcontracting compliance on previous projects identified under the "Previous Experience _ Rapid Response, HTRW and OE Projects" paragraphs. The offeror shall provide past performance information on five (5) contracts (within the last three (3) years), 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(s), fax number and e-mail address, if available; a point of contact from the firm which administers the plan internally with their telephone number, fax number and e-mail address, if available; the individual responsible for the administration of the subcontracting plan with their address, phone number, fax and e-mail 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), HUB Zone Business (HUBZone), Historically Black Colleges and Universities and Minority Institutions (HBCU/MI), and Service-Disabled Veteran-owned Small Business (SDVOSB)), along with the annual 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.

VOLUME I, SECTION III, Tab 2 – PROPOSED SUBCONTRACTING OPPORTUNITIES (Large Business Only)

a. 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), HUB Zone Business (HUBZone), 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 this effort.

❖ SUBCONTRACTING PLAN (Large Business Only)

If selected, prior to award of a contract, 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", the offeror must submit a Small Business Subcontracting Plan in accordance with FAR Clause 52.219-9 "SMALL BUSINESS SUBCONTRACTING PLAN". **The Government will not award a contract without an approved subcontracting plan.**

The goals established for Small Business (SB), Small Disadvantaged Business (SDB), Woman-owned Small Business (WOSB), HUB Zone Business (HUBZone), Historically Black Colleges and Universities and Minority Institutions (HBCU/MI), and Service-Disabled Veteran-owned Small Business (SDVOSB) participation are as follows:

- Small Business 57.2%
- Small Disadvantaged Business 8.9%
- Women-Owned Small Business 8.1%
- HUBZone Small Business 3.0%
- HBCU/MI 15.0%
- Service-Disabled Veteran-Owned Small Business 3.0%

VOLUME II, SECTION I – CONTRACTOR INFORMATION & CERTIFICATIONS

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

a. The offeror shall fill out in its entirety all of Section A (SF33) that applies to the offeror and it shall be signed and dated by an official that is able to legally bind the company.

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

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

VOLUME II, SECTION I, Tab 3 – Audit Information

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

information received from the Administrative Contracting Officer of the cognizant audit agency and will not be further analyzed.

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

- Established cost pools are currently in accordance with FAR 31 regarding overhead, G&A, and other indirect costs as well as the overhead, G&A, and other indirect cost rates.

- Offeror's accounting system is in compliance with Generally Accepted Accounting Principles (GAAP)

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

VOLUME II, SECTION II - COST INFORMATION AND ASSUMPTIONS

VOLUME II, SECTION II, Tab 1 - Supplies or Services and Cost/Prices (Section B) & Cost Pool Information

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

b. Cost-Reimbursement Task Orders. The offeror shall provide the information required in Section B and Section L.

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

a. The offeror shall provide and clearly describe all assumptions used when developing their cost proposal as though the offeror were submitting a proposal for a new cost-reimbursement fixed-fee construction task order for the sample project in Section J of this solicitation.

b. The individual tasks associated with executing the sample project with all costs should be broken out appropriately. The offeror should apply the actual labor rates on each task and shall include any supplies, materials, travel costs, subcontracting costs, etc., that may be needed to carry out the tasks. The offeror shall provide backup material for their costs proposed (i.e., the team subcontractor(s) or other subcontractors cost proposal(s), quotes for rental equipment from at least three (3) sources, etc.). The offeror will find Service Contract Act and Davis-Bacon Wage Rates provided in Section J to be used as a minimum base rate only. The offeror should use the direct rates it would normally use unless they fall below the wage rates provided in section J. The adequacy and value of the cost data, whether the costs are realistic for the work to be performed, whether the costs reflect the offeror's understanding of the requirements, and

whether the costs are consistent with the technically proposed method used in the sample problem, will be determined from this information.

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

c. The offeror shall provide a complete breakdown and explanation of how their Fee/Profit is calculated. The offeror shall clearly describe why the Fee/Profit proposed is warranted. This data and information may later form the basis for the Contract Management Procedures (CMPs) to be negotiated with the awardee.

PHASE II – ON-SITE INTERVIEW

17. PHASE II – EVALUATION CRITERIA -

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

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

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

19. TECHNICAL EXCEPTIONS AND DEVIATIONS –

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

End of Section L

Section M
Evaluation Factors for Award

1. SOURCE SELECTION

All offers received in response to this solicitation will be evaluated in accordance with the requirements of Sections "L", "M", and the Source Selection Plan. The principal objective of the evaluation process is to make award of one (1) contract to the responsible offeror whose proposals are determined to be most advantageous to the Government, price and other factors considered. The Source Selection evaluation will be conducted in two (2) phases. Phase I will determine the interim competitive range of offeror's through the review of a written proposal submittal. Phase II will consist of an on-site interview of those offeror's in the interim competitive range. The final competitive range determination and final selection for purposes of award will be determined from the ***collective*** information and results of the evaluations of Phase I and II.

2. SOURCE SELECTION ORGANIZATION

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

3. SOURCE SELECTION PROCESS - Phase I

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

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

4. PROPOSAL EVALUATION CRITERIA – PHASE I

As established in Sections L and M of the solicitation, the following criteria will form the basis proposal evaluation. The evaluation criteria listed below are of Equal Importance. The cost and pricing information found in Volume II will be evaluated separately in accordance with paragraph 7.3. **The total value of factors other than price/cost criteria is significantly greater than price/cost criteria**.

VOLUME I – Technical

Volume I, Section I: Previous Experience, Organizational Structure of the Proposed Team, Personnel

- Tab 1/ Previous experience: rapid response, HTRW & OE projects
- Tab 2/ Organizational Structure of Submitting Firm or Proposed Team
    - Tab 2a/Proposed Health & Safety Program
    - Tab 2b/Proposed Chemical/Regulatory Program
    - Tab 2c/Proposed Accounting/Procurement/Contract Administration Program(s)
    - Tab 2d/Quality Assurance Program
    - Tab 2e/Construction Management
- Tab 3/Personnel: Resumes of Key Personnel for this Contract

Volume I, Section II: Past Performance

- Tab 1/Past Performance Project Narrative With Points of Contact

Volume I, Section III: Utilization of Small Business Concerns (Large Business Only)

- Tab 1/Small Business Subcontracting Past Performance
- Tab 2/Proposed Subcontracting Opportunities
    - Subcontracting Plan

VOLUME II

VOLUME II, SECTION I: Contractor Information & Certifications

- Tab 1/SF 33, Solicitation, Offer and Award (Section A)
- Tab 2/Representations and Certifications (Section K)
- Tab 3/Federally Approved Audit Agency

VOLUME II, SECTION II: Cost Information and Assumptions

- Tab 1/Supplies or Services and Prices/Costs (Section B) and Cost Pool Information
- Tab 2/Proposal for Sample Problem & Assumptions

5. SOURCE SELECTION PROCESS – PHASE II

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

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

6. ON-SITE INTERVIEW CRITERIA – PHASE II

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

7. Technical Merit –

7.1. Technical merit shall be evaluated for each major factor and sub factor contained in Volume I. Technical merit, which reflect the Government's confidence in each offeror's ability, as demonstrated in its proposal, to perform the requirements stated in the RFP, shall be evaluated based on the following:

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

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

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

moderate risk that the offeror's performance of any work requirements will impact schedule, cost, or performance.

(iv) Marginal: Proposal demonstrates shallow understanding of requirements and offeror's proposal only marginally meets performance or capability standards for minimal but acceptable contract performance. Proposal has no strengths that will benefit the Government and may have weaknesses that are detrimental to the Government. Proposal represents high risk that the offeror's performance of any work requirements will impact schedule, cost, or performance.

(v) Unsatisfactory: Fails to meet performance or capability standards. Requirements can only be met with major changes to the proposal. Proposal represents very high risk that the offeror's performance of any work requirements will impact schedule, cost, or performance.

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

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

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

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

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

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

8. EVALUATION CRITERIA – Phase I

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.2. Volume I, Section II – Past Performance

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

The Government places a higher value on Past Performance Projects for this contract which have:

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

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

8.3. Volume I, Section II – Utilization of Small Business Concerns (Large Business Only)

8.3.1. Volume I, Section III, Tab 1 – Small Business Subcontracting Past Performance (Large Business Only).

The Government will evaluate the offeror's utilization of Small Business Community (Small Business (SB), Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), HUBZone Small Business (HUBZone), Service-Disabled Veteran-Owned Small Business (SDVOSB), and Historically Black Colleges and Universities and Minority Institutions (HBCU/MI) in past contracts.

The Government places a higher value on Small Business Subcontracting Past Performance for this contract which have:

1. Met or exceeded contract goals on previous contracts.

If the Government does not receive past performance information for the projects(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.

8.3.1. Volume I, Section III, Tab 2 – Proposed Subcontracting Opportunities (Large Business Only).

The Government places a higher value on the offeror's proposed subcontracting opportunities which are specific in nature to opportunities for the Small Business Community (Small Business (SB), Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), HUBZone Small Business (HUBZone), Service-Disabled Veteran-Owned Small Business (SDVOSB), and Historically Black Colleges and Universities and Minority Institutions (HBCU/MI).

- **Subcontracting Plan (Large Business Only).**

If selected, prior to award of a contract, 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", the offeror must submit a Small Business Subcontracting Plan in accordance with FAR Clause 52.219-9 "SMALL BUSINESS SUBCONTRACTING PLAN". **The Government will not award a contract without an approved subcontracting plan.**

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

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

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

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

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

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

8.4.3. Volume II, Section I, Tab 3 – Audit Information

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

8.5. Volume II, Section II – Cost Information

8.5.1. Volume II, Section II, Tab 1 - Supplies or Services and Cost/Prices (Section B) & Cost Pool Information

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

in Section L of this solicitation shall be provided and evaluated here for allowable and unallowable costs.

8.5.2. Volume II, Section II, Tab 2 – Cost Proposal & Assumptions

The cost proposal will be subjectively evaluated to determine its reasonableness for the scope of work specified in the sample project and assumptions made by the offeror. The Government will evaluate this tab based on how well it has complied with the requirements specified in Section L of this Solicitation.

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

9. Importance of Volumes

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

10. Proposal Revisions

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

11. Interim SSEB Evaluation Report – Phase I

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

12. SSA Determination of Interim Competitive Range – Phase I

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

13. Evaluation Factors – Phase II

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

The Government will perform an Oral Presentation/On-Site Interview of those firms within the Competitive Range for the purpose of conducting interviews of key personnel, review of policies, procedure systems and various plans. The purpose of this action is to document and categorize key elements of the firms proposed program management office and key support

elements that a successful firm should possess. The interview duration with a firm should not exceed one eight-hour day. To the maximum extent possible, the offeror should have the key personnel available for the duration of the on-site interview to answer questions to be asked by the team. All results of the On-Site Interview by the SSEB members will be rated upon return to the Omaha District Offices. A consensus of the ratings of each firm will be reached and the report will be forwarded to the SSA utilizing the same process as described in Phase I.

14. Evaluation Criteria – Phase II

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

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

15. SSEB Evaluation Report – Phase II

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

16. Final Ranking

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

17. Selection Procedure

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

18. Award of Contract

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

18.2. The Government intends to award one (1) contract, not to exceed a total amount of $115 Million, resulting from this solicitation to the responsible offeror whose offer conforms to the solicitation criteria established in Section L, M, and the Source Selection Plan, and is considered most advantageous to the Government, price and other factors considered. The performance period of the contract shall be a basic period of two (2) years with one option period of three (3) years.

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

19. Debriefing

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

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

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

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

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

19.1.2.3. Reasonable responses to relevant questions about whether source selection procedures contained in the solicitation, applicable regulations, and other applicable authorities were followed in the process of eliminating the offeror from the Competition.

19.1.3. The pre-award debriefings shall not disclose

19.1.3.1. The number of offerors;

19.1.3.2. The identity of other offerors;

19.1.3.3. The content of other offerors proposals;

19.1.3.4. The ranking of other offerors;

19.1.3.5. The evaluation of other offerors;

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

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

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

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

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

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

19.3.4. A summary of the rationale for award;

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

19.4. The debriefings shall not;

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

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

19.4.2.1. Trade Secrets

19.4.2.2. Privileged or Confidential manufacturing processes or techniques;

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

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

19.5. When practicable, debriefing requests received more than three days after the offeror receives notice of contract award shall be accommodated. A Contracting Representative and the Chairperson of the SSEB will schedule the debriefing(s). Release of source selection information after award will be the responsibility of the Contracting Division in conjunction with the Office of Counsel.

Note: Due to limited space available, the contractor should limit the number of attendee's at the debriefing to four (4) or fewer.

End of Section M