

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DOc9e	PAGE OF PAGES 1   64		
2. CONTRACT NO.		3. SOLICITATION NO. DACW31-02-R-0033		4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [ X ] NEGOTIATED (RFP)		5. DATE ISSUED 28 May 2002	
7. ISSUED BY CONTR DIV CONTRACTS BRANCH PO BOX 1715 BALTIMORE MD 21203-1715		CODE E1P0100	8. ADDRESS OFFER TO (If other than Item 7) <b>See Item 7</b>		CODE	6. REQUISITION/PURCHASE NO.	
TEL:		FAX:		TEL:		FAX:	
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							
<b>SOLICITATION</b>							
9. Sealed offers in original and _____ 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 _____ until _____ local time _____ (Hour) (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 DELMAR SUTTON	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 410-962-5641		C. E-MAIL ADDRESS delmar.w.sutton@nab02.usace.army.mil		
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<b>OFFER (Must be fully completed by offeror)</b>							
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)							
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 NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>			17. SIGNATURE		18. OFFER DATE
<b>AWARD (To be completed by Government)</b>							
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 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 and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001			Lump Sum		
	Base Period - The contractor shall provide hazardous material remediation, construction oversight and management services to the U.S. Army Corps of Engineers (USACE) District of Columbia Public Schools (DCPS) asbestos management and capital improvement program. The contractor shall furnish all personnel, materials and equipment/facilities necessary to conduct investigations, oversee and assist in the coordination of subcontractors and USACE abatement contractors, provide administrative support and conduct remedial and removal designs and provide remedial action services as needed.				The total amount of the contract will not exceed \$40,000,000

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002			Lump Sum		
	OPTION PERIOD (24 months from expiration date of CLIN 0001, Base Period): The contractor shall provide hazardous material remediation, construction oversight and management services to the USACE DCPS asbestos management and capital improvement program. The contractor shall furnish all personnel, materials and equipment/facilities necessary to conduct investigations oversee and assist in the coordination of subcontractors and USACE abatement contractors, provide administrative support and conduct remedial and removal designs as needed.				The total amount of the contract will not exceed \$40,000,000

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003			Lump Sum		
	SAMPLE TASK: The contractor shall supply all labor, materials, services, insurance, permits and equipment necessary to carry out the management of asbestos abatement at DCPS in accordance with the Sample Scope of Work, Attachment J-1.				

Est. cost \$ \_\_\_\_\_

**B.1 TYPE OF CONTRACT**

An Indefinite-Delivery/Indefinite Quantity (IDIQ) Contract will be awarded to support limited environmental investigations, remedial/corrective measures, and/or environmental protection/enhancement actions. These contract will be effective for a three (3) year base period or at the point where the stated maximum contract amount is reached, whichever occurs first. These contracts also provide for one (1) two (2) year option periods to be exercised at the discretion of the Government.

Task orders shall be issued on a Cost-Plus-Award-Fee basis, as determined by the Contracting Officer.

Deliveries or performance will be specified in each individual task order issued hereunder. Individual order performance time will be negotiated in accordance with Section F.3, entitled, "Commencement of Work".

**B.2 MAXIMUM AND MINIMUM LMITATIONS**

a. The Government guarantees to order a total minimum of \$500,000 in orders against these contracts for the base period. Please see chart below for further details.

b. The Government guarantees to order a total minimum of \$250,000 in orders against these contracts for the option period should it be exercised. Please see chart below for further details.

c. The cumulative (maximum) amount of orders shall not exceed \$40,000,000.00 over a possible five year period. However, a 15% variance above the total contract ceiling will be allowed to cover unanticipated changes, cost overruns and indirect rate adjustments. Please see chart below for further details.

Award Category	Capacity	Base Period		Option Period	
		2% of Capacity	Guaranteed Amount	1% of Capacity	Guaranteed Amount
Unrestricted	\$40,000,000	\$800,000	\$500,000	\$400,000	\$250,000

**B.3 COST DETERMINATION**

Allowable costs to be reimbursed under these contracts shall be in accordance with the principles set forth in FAR 31.2, in effect on the date of contract execution. With reference to the items set forth below, the following specific provisions apply:

a. Direct Costs:

Travel, transportation, and subsistence expenses incurred by the Contractor’s employees in connection with the performance of these contracts shall be reimbursable items of cost hereunder in accordance with GSA Bulletin FPMR A-99, General, subject however, to the review and approval of the Contracting Officer or his dully authorized representative.

b. Indirect Costs:

(1) Overhead/General Administrative Expense:

The Contractor shall be reimbursed for indirect costs at provisional billing rates established by the cognizant auditor or Contracting Officer subject to adjustment when final rates for the period of these contracts are established pursuant to FAR 42.705.

(2) Insurance:

To the extent that costs of insurance coverage are included in the overhead, it is agreed that said costs shall not be an item for separate reimbursement under this contract.

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## **ENVIRONMENTAL MANAGEMENT AND REMEDIATION CONTRACT**

### **C.1. DESCRIPTION OF WORK:**

The Contractor shall provide hazardous material remediation, construction oversight and manage United States Army Corp of Engineers (USACE) District of Columbia Public School (DCPS) asbestos capital improvement program. The Contractor shall furnish all personnel, materials, and equipment to conduct investigations, oversee and assist in the coordination of subcontractors and USACE abatement. The Contractor shall provide administrative support and conduct remedial and removal designs and provide remedial actions as needed.

All work shall be accomplished within North Atlantic Division Mission Area, and shall comply with all applicable federal/state/local laws, regulations, and guidance. Work to be accomplished under this contract shall be issued by the Government to the performing contractor in task orders. Requirements will be delineated in the individual scopes of work. Task orders will be issued on a cost reimbursement basis.

### **C.2. SCOPE OF WORK (SOW):**

Work to be issued under this contract will involve sites/facilities containing or believed to be containing asbestos-containing materials (e.g., asbestos, lead, polychlorinated biphenyls (PCB)) regulated under the Toxic Substances Control Act (TSCA), 15 U.S.C. 2601-2699, as amended and hazardous chemicals as defined by Federal laws. The predominant work will be the management of the Asbestos-Containing Materials (ACMs) as identified under the Asbestos Hazard Emergency Response Act (AHERA) regulations. Under this contract, the Contractor shall be responsible for remedial investigation and design (utilizing existing asbestos management plans (AMPs)), hazardous waste management, environmental monitoring, subcontracting remediations, and oversight of subcontractors and USACE.

Work may also include the above-identified requirements relating to other hazardous materials such as PCBs and hazardous waste and materials. The Contractor shall be able to provide hazardous waste management services for abandoned chemicals that are occasionally found in the Washington DC public schools. Other services include hazardous waste categorization, temporary storage and disposal.

The Contractor shall provide for the restoration of abated materials. This is defined as restoration equipment directly related to the abatement action. Restoration is required many times immediately following the abatement of asbestos due to fire code violations and safety issues relating to the materials being abated. Restoration requirements include the installation of thermal system insulation (TSI), floor tile, ceiling, and repainting of damaged surfaces.

The Contractor shall provide administrative support. Tasks include attending meetings, providing cost tracking, reviewing and compiling contractor abatement closure reports, coordinating all hazardous materials, and providing cost tracking reports.

The Contractor shall provide the following personnel, as necessary, in support of this contract:

- Project manager
- Procurement specialists
- Project control engineer
- Restoration superintendent
- Abatement superintendent
- Assistant abatement superintendent
- Project engineer-scheduler/coordinator
- Contractor Quality Control Safety manager
- AHERA designers
- QC/health and safety inspectors
- Health and safety manager (part-time)
- Records management supervisor
- Records management support personnel
- Hazardous waste specialists

The Contractor shall be required to:

- (i) conduct investigations,
- (ii) perform remedial designs and actions,
- (iii) perform removal actions,
- (iv) oversee asbestos and lead-based paint abatement contractors,

- (v) subcontract asbestos and lead-based paint removal and remedial actions,
- (vi) conduct lead-based paint abatement services,
- (vii) subcontract or conduct construction services for restoring sites to acceptable conditions,
- (viii) conduct or subcontract removal or remedial actions for hazardous substances other than asbestos (e.g., abandoned high school chemical labs or PCBs),
- (ix) provide industrial hygiene support,
- (x) subcontract industrial hygiene oversight; and
- (xi) provide administrative support.

The work under this SOW is in the Washington DC public school system. The field work and construction have to occur when school facilities are undergoing renovation or when school is not in session. Work when school is in session are normally between 1430 and 2400 hours. In case of emergencies, work may be conducted on any day. Work hours while school is not in session during spring and summer breaks may be conducted during business hours as defined in the task order.

The Contractor needs to be aware that the USACE will expect the Contractor to execute work, on any time or on any day.

Work to be conducted under this contract may include emergency activities, which may require the Contractor to respond immediately (within 3 hours) to stabilize threats from hazardous substances to the health and safety of the public and students.

Work to be issued under task orders may include, but may not be limited to, the types of activities listed below.

**C.2.1. Data Collection and Analysis:** Data collection and analysis may include, but is not limited to, the following: sampling plans and procedures; historical data collection and analysis; air sample collection; physical sampling; data analysis, independent sample collection and analysis to verify findings of others and documents reporting findings.

**C.2.2. Development of Plans and Procedures:** Plans and Procedures may include, but not be limited to, the following: Management Plans, Contractor Quality Control Plans, Health and Safety Plans, Asbestos Abatement

Plans, Field Sampling and Analysis Plans, Chemical Data Analysis Plans, Waste Management Plans, Management Plans, permit applications, shop drawings, specifications, and as-built drawings.

**C.2.3. Removal or Remedial Actions:** Removal or remedial actions may include, but not be limited to, the conduct of removal or remedial actions involving toxic material/wastes (e.g., asbestos, lead, PCBs). Removal may not be limited to the removal, repair, encapsulation or enclosure of ACM and providing related services, the removal of lead-based paints, and the disposal of any generated waste materials. The cleanup of hazardous chemicals or PCBs is also a possibility.

The Contractor shall be prepared to respond to any emergency within three (3) hours. This response shall require the Contractor to conduct short-term stabilization and full remediation, as directed.

**C.2.4. Construction Activities:** Construction activities may consist of new construction, upgrades and/or a combination of new construction and renovation in support of toxic material/waste investigations, remedial/corrective measures.

**C.2.5. Demolition Activities:** Activities in support of environmental investigations, and/or remedial actions may include, but are not limited to, the disassembly and disposal of buildings, structures, and assets that may or may not be contaminated with toxic materials/wastes.

**C.2.6. Closure Reports:** As specified in the individual task orders, the Contractor shall collect, review and report on deficiencies on individual site closure reports from abatement contractors for each task order or shall also prepare closure reports for its own abatement actions. For sites involving asbestos, the reports shall be suitable for inclusion in the school AMPs.

**C.2.7. Oversight:** The Contractor shall provide suitable personnel to oversee the work of abatement contractors. The Contractor's personnel will ensure consistency with health and safety plans, work plans, designs, federal and state regulations, and all work meets acceptable levels of quality.

**C.2.8. Investigations, Designs and Design Reviews:** The Contractor shall conduct investigations on an as-needed basis to determine if materials commonly found in the DCPS are hazardous or contain hazardous materials. The Contractor shall provide AHERA asbestos abatement designs on an as-needed basis. The Contractor shall submit designs to be reviewed by USACE personnel or representatives.

**C.2.9. Administrative Support:** The Contractor shall provide administrative support to the USACE to manage the asbestos, lead-based paint and hazardous material program. This requires the development and maintenance of three electronic management tools: (i) The first tool will track the work in-progress and the need to be completed. This information will be submitted on a daily basis to the Contracting Office and Asbestos Program Manager. (ii) The second tool will track the cost and performance of all abatement subcontractors. (iii) The third management tool will track all asbestos and lead-based paint closure subcontractors and abatement contractors. Example formats are located in Appendix A-D.

**C.2.10. Industrial Hygienist:** The Contractor shall provide an industrial hygienist to oversee asbestos and review work plans on an as-needed basis. The Contractor shall be cognizant of conflict-of-interest.

**C.2.11. Restoration:** The Contractor shall be required to provide restoration services to restore project materials. The Contractor shall provide oversight to ensure restoration activities are performed to the satisfaction of the USACE.

**C.2.12. Cost Estimating:** The Contractor shall provide, as needed, independent estimates for cost and labor hours needed and estimated time to completion for task orders issued by USACE to other contractors. (Task orders are for abatement of hazardous substances in the DCPS.)

**C.2.13. Asbestos-Trained Personnel:** The Contractor shall provide AHERA-trained personnel to oversee, design and management requirements identified in this contract. The Contractor shall utilize abatement supervisors and workers licensed in the District of Columbia.

**C.2.14. Hazardous Waste Personnel:** The Contractor shall provide, as needed, personnel who have completed a 40-hour training program for hazardous waste available to conduct removal actions.

**C.2.16. Lead-Based Paint Abatement:** The Contractor shall be required to abate or encapsulate lead-based paint. The Contractor shall utilize trained lead-based paint supervisors and workers licensed in the District of Columbia.

**C.2.17. Quality Control:** The Contractor must maintain a daily safety log, workers certification log, and make these available to the USACE or USACE representative, if requested.

**C.2.18. Quality Assurance:** The Contractor and IH shall perform quality assurance on contracto accordance with the provisions of Engineering Regulation (ER) 1180-1-6. Quality assurance repo prepared daily in accordance with ER 1180-1-16.

**C.2.19. Final Inspections and Sampling:** The Contractor may be tasked to conduct final inspect confirm that final site conditions are acceptable or verify that results from other contractors reflect

### **C.3. GOVERNMENT FURNISHED INFORMATION:**

The Contractor shall receive the available background information for applicable site(s). The Conti information and information generated during the development of plans and procedures, conduct development of reports and papers.

The Contractor shall not publicly disclose any information generated or reviewed under this contra approval of the Contracting Officer (KO) or authorized representative.

### **C.4. MANAGEMENT:**

#### **C.4.1. Program Management:**

**C.4.1.1. Program Manager:** The Contractor shall identify to the KO an individual they intend to us Manager. Along with the identification should be a description of minimum qualifications the offer to fill this position. Work to be executed under task orders issued under this contract shall be perf direction of the individual approved by the KO as the Program Manager.

The Program Manager shall oversee task accomplishment, administer all instructions, and answe KO pertaining to the tasks during the life of the contract. The Program Manager shall be responsi coordination of all work issued under this contract.

**C.4.1.2. Program Management Reports, Documents and In-Progress Briefings:** The Contract submit or present information on the progress of work issued under this contract. At a frequency 1 KO, the Contractor shall prepare and submit Status Reports, which shall at a minimum include pr technical progress summaries, and cost performance data for each of the task orders issued.

The KO may request interim status reports or memos on issues of specific concern. The Contract shall brief the KO/COR on the contents of Status Reports, and address any questions that may be present to the satisfaction of the KO/COR.

**C.4.1.3. Chains of Command:** The contractor's Production Management chain of command, and Health & Safety and Quality Management chains-of-command, shall not be mutually exclusive. Both the Production and Quality Managers shall report directly to the field production manager (e.g. on site PM, superintendent, etc). Production management is defined as those entities directly responsible for daily "construction" efforts.

The contractors' health and safety personnel shall have the authority to take such steps as are necessary for the health and welfare of all potentially affected individuals. The contractor's Health & Safety and Quality Managers shall report directly to the Program manager or a higher level who is not permanently assigned to the work site.

#### **C.4.2. Task Order Management:**

**C.4.2.1. Task Order Manager:** For each task order the Program Manager shall propose to the Contractor a qualified individual to serve as Task Order Manager. Along with this identification should be a description of minimum qualifications the Contractor believes is necessary to fill this position.

Task Order Managers shall be responsible for task accomplishment, administering all instructions and answering questions from the KO/COR pertaining to work performed under applicable task orders. The Contractor shall establish a communication mechanism at the work site through which direction provided to the Contractor by the KO/COR can be effectively communicated. The direction is given.

**C.4.2.2. Task Order Award Process and Negotiations:** Work to be performed under this contract shall be awarded through task orders. SOWs and/or project designs/workplans will be attached to each task order.

Assumptions may be used by the Government and/or the Contractor as a basis of estimating the cost of tasks. Assumptions shall be based on the best available knowledge at the time of SOW development; not on worst-case or best-case scenarios, but on a reasonable set of expectations.

During the SOW development process, the Government may hold scoping meetings with contractors. These meetings will be to provide contractors with a better understanding of scopes of work for upcoming tasks. These meetings also provide forums for both the Contractor and the Government to exchange information and discuss the feasibility of various technical remedies.

The negotiations between the Contractor and USACE representative will establish the work to be performed, equipment, direct costs, indirect costs and level of effort. When the COR and Contractor agree on the level of effort, the Contractor will be given a notice to proceed.

After award of the task orders, the Contractor shall develop Task Order Management Plans. Task Order Management Plans detail how the Contractor will control work. Plans should include a summary of the work to be performed, how the Contractor will manage the effort, individuals (e.g., site superintendent, SSHO, etc.) the Contractor will assign to the effort, a production schedule, subcontracting plan, and cost data.

**C.4.2.3. Organization of Work:** The Contractor may be required to prepare work plans for a SOW task order. The Contractor shall be expected to organize the activities from the SOWs for each task into Work Breakdown Structures (WBSs). It is recognized that each task order and site will be different; therefore, there will be differences between WBSs.

During scoping meetings with the Contractor, the Government will discuss with the Contractor the proposed work. To facilitate proposal development and evaluation, the Government and the Contractor will agree on a WBS to be utilized. The WBS for task orders will form the basis for the release and tracking of funding (see V Documents section).

A sample WBS is provided below:

- |                  |                                                 |
|------------------|-------------------------------------------------|
| Work Element 1:  | Management                                      |
| Work Element 2:  | Plans, Designs and Procedures Development       |
| Work Element 3:  | Mobilization                                    |
| Work Element 4:  | Field Work:                                     |
| Work Element 4.a | 1. On-site supervision                          |
| Work Element 4.b | 2. Field work/final sample results if available |
| Work Element 4.c | 3. Waste treatment/disposal                     |

Work Element 5: Demobilization  
Work Element 6: Technical Report/Final Report(aka Closure Report)/Task Order Close-

**C.4.2.4. Individual Task Order Proposals:** To facilitate the process of reviewing, negotiating, and issuing task orders, it is critical the Government be able to determine that the Contractor's understanding of the task order is, or is not, consistent with the Government concept of what has to be done. Further, for the Government to determine the reasonableness of the Contractor's proposal, the Government must be able to define how the Contractor intends to conduct the work, the Contractor is proposing to accomplish the work, and the duration of the effort. At a minimum, task order proposals need to include the following information:

**C.4.2.4.1. Scope of Work Restatement:** In the task order proposal, the Contractor shall provide a restatement of the work they believe the Government is requesting the Contractor to accomplish in a task order work plan. The Contractor shall identify all specified and implied tasks the Contractor intends to complete as part of this effort.

**C.4.2.4.2. Discussion of Selected Technical Approach :** The Contractor shall provide an explanation of the approach they intend to get the work accomplished for each task order. The Contractor shall provide a WBS that delineates the various tasks that need to be accomplished in order to complete the project as directed. Do the tasks they follow the WBS shown above?]

As part of the discussion, the Contractor shall indicate what resources (direct labor and other direct labor, equipment, materials, subcontractor, travel)) are required to complete each task, how long each task is expected to take, and the interrelationships between the various tasks.

The Contractor shall identify any assumptions it has utilized. If applicable the Contractor may, as part of the approach discussion, delineate potential technical challenges and associated impacts. The Contractor shall identify in the proposal alternatives to address those challenges.

**C.4.2.4.3. Project Schedule:** The Contractor shall provide a project schedule (Gantt Chart). Depending on the complexity of the project, it may be advisable for the Contractor to include a network analysis (PERT) in the proposal. The items on the schedule shall be relatable to the WBS provided in the technical approach.

**C.4.2.4.4. Cost Data and Level of Effort:** The Contractor may be asked to provide a detailed cost estimate for task orders prior to negotiations. The estimate shall be based upon the resources detailed in the proposal.

in the task order. The items in the cost estimate shall be parallel to each task or subtask in the task order. The Contractor shall provide a summary of the estimated level of effort and distribution of resource labor and other direct costs (i.e., equipment, materials, subcontractor, travel).

**C.4.2.4.5. Subcontracting Plans:** The Contractor shall require KO/COR approval on any subcontracting plans. Subcontracting plans need to include the subcontractor and a task description if the subcontractor is registered as a small business or hubzone company with the Small Business Administration.

**C.4.2.4.6. Closure Report:** The Contractor shall prepare a final closure report for each abatement project under the DCPS Asbestos and Environmental Program completed in the period of performance of this contract. The Contractor shall use the standard operating procedures in Appendix A and the format in Appendix B as a guideline.

**C.4.2.5. Work Authorization Documents (WADs):** Funding will be set aside (obligated) by the KO/COR when the task orders are signed. Government-signed task orders (WADs) will permit the Contractor to begin work on the task order.

The Contractor shall not begin work on a work element without receiving an approved WAD for that work element from the KO/COR. The COR may shift funding between WADs, but only the KO has authority to commit the funding. Changes to the WAD must be approved by the KO.

**C.4.2.6. Management Information Systems:** The Contractor shall use an appropriate management information system (MIS) to generate required reports and monitor work. In its proposal, the Contractor shall identify the MIS it intends to use for this contract. (See Section C.4.2)

**C.4.2.7. Project Management Reports, Documents and In-Progress Briefings:** For each task order, the Contractor shall be required to prepare and submit applicable project management reports, documents, and briefings on the contents of these documents. Management documents to be prepared by the Contractor may not be limited to, project schedules and periodic cost/performance reports.

All work to be performed under this contract shall be accomplished with adequate internal controls which shall eliminate conflicts, errors, and omissions and ensure the technical accuracy of all output. The frequency of reports and briefings shall be specified in the task orders.

The KO/COR may request interim reports or papers on issues of specific concern. The Contractor shall brief the KO/COR, and address any questions that may be presented, to the satisfaction of the KC.

**C.4.2.8. Task Order Adjustments:** If, during the course of operations, the Contractor believes work under the SOW is necessary, the Contractor shall inform the COR or KO. The KO and COR and the Contractor shall conduct a joint review of the situation. If there is additional work, the COR and the Contractor will determine if the SOW is necessary, and each will develop an estimate of the cost of the additional work. They will negotiate a cost for the work, and the Contractor will be directed to proceed with the work call scope. The KO shall prepare a task order adjustment form and process it in the same manner as a task order form.

## **C.5. ADMINISTRATIVE SUPPORT :**

**C.5.1. Work Order Log:** A registered log of all work orders issued for abatement work, and the log shall be maintained by the Contractor. Once a week a copy of the log shall be forwarded to the KO. Each work order will include the following:

- (i) Task Order Number
- (ii) DCPS Facility
- (iii) Start Date
- (iv) Award Cost
- (v) Task Order Adjustments
- (vi) Adjustments to Award Costs
- (vii) Estimated Costs
- (viii) Actual Costs
- (ix) Estimated End Date
- (x) Actual End Date

The Contractor can use Appendix D as a guideline.

**C.5.2. Cost and Performance Tracking:** The Contractor shall prepare a monthly cost and performance report. The report will track actual cost per month; total cost to date; budgeted; estimate to completion; previous and new line-item estimate; and project name and variance for each delivery order and project.

will track project location, status and description, stage of work: design, abatement, or restoration, beginning and ending dates of project.

**C.5.3. Closure Reports:** The Contractor shall prepare and submit monthly a summary of all closure activity. The monthly summary will list the start and finish date for every task order, description of activity, location, material handling, description of restoration activity, contractor, industrial hygienist, final sample results, location of waste, and disposition of waste. The closure reports will be completed within thirty (30) days of receiving the abatement contractors. The Contractor can use appendices A and B as a guide.

**C.5.4. Work Orders:** The Contractor shall prepare work orders for the USACE COR signature, as required, on a monthly basis.

## **C.6. REGULATORY REQUIREMENTS:**

All work to be performed under this contract shall be conducted in full compliance with all applicable federal, state, and local laws, regulations and guidance. The Contractor shall be knowledgeable of all applicable standards and stipulations, and shall ensure that no exceptions with these requirements are made at any time. The Contractor shall assure that all activities performed by his personnel, subcontractors and suppliers are executed in accordance with all applicable laws, regulations, and guidance.

**C.6.1. Permits and Licenses:** The Contractor shall obtain all applicable permits, licenses, authorizations, and certificates, as required by applicable Federal, state and local laws and regulations, prior to the start of work at which they are required. The Contractor shall ensure all permits, licenses, and/or certificates are properly obtained and maintained. The DCPS will require all contractors to attend a DCPS training course prior to starting work on the school system.

**C.6.2. Incidents of Noncompliance:** Any incident of noncompliance noted by the Contractor shall be immediately brought to the attention of the KO by written notice. Nothing in this contract shall relieve the Contractor of its responsibility to comply with these laws and regulations.

## **C.7. SAFETY AND HEALTH:**

All work to be accomplished under this contract shall be conducted in strict accordance with all applicable federal, state, and local laws, regulations and guidance; applicable USACE guide specifications; and in a manner protective of human health.

**C.7.1. Regulatory Compliance:** At no time shall the Contractor conduct, or allow others to conduct, a violation of Engineering Manual (EM) 385-1-92 and Engineering Regulation 385-1-1, Title 29 of the Code of Federal Regulations (CFR), and other applicable U.S. Department of the Army (DA), Occupational Safety and Health Administration (OSHA) National Institute of Occupational Health and Safety (NIOSH), U.S. Environmental Protection Agency (EPA), state, and local regulations and guidance.

**C.7.2. Corporate Safety and Health Program:** The Contractor shall have an ongoing Corporate Safety and Health Program which meets the requirements of OSHA standards set forth in 29 CFR 1910.120. An outline of the Contractor's corporate "SAFETY AND HEALTH PROGRAM" shall be submitted with its proposal. Overall responsibility for the development, implementation, and continued enforcement of the Contractor's Safety and Health Program and Health Plans (SSHP) lies with the Contractor.

**C.7.3. Site Safety and Health Plan (SSHP):** The Contractor shall prepare a written SSHP that covers all work to be performed. One generic SSHP shall be sufficient for the work under the asbestos program. The Contractor shall be directed to prepare SSHPs, as needed, for work under this contract that is not included in the generic SSHP. Acceptance of the Contractor's SSHP is required prior to the start of field activities. Acceptance is conditional on satisfactory performance during field activities. No change in the accepted plan shall be implemented without the concurrence by the KO/COR. The Government reserves the right to require the Contractor to modify the SSHP and operations as necessary to assure the safety and health of all persons on or near the site.

**C.7.4. Personnel:**

**C.7.4.1. Certified Industrial Hygienist (CIH):** The Contractor shall provide the services of an experienced Certified Industrial Hygienist (CIH) to implement and oversee the Safety and Health Program and to develop and maintain all SSHPs. In its proposal, the Contractor shall identify the minimum qualifications for a CIH and the Contractor's plan to perform/acquire this service. The contractor will provide the name, address, telephone number, and title of the Designated CIH selected to direct air monitoring. The IH will be a person who is board certified in the specialized practice of industrial hygiene, as determined and documented by the American Board of Certified Industrial Hygienists (ABIH). The CIH shall also possess a minimum of 2 years of experience in air monitoring for asbestos.

activities and is licensed by the District of Columbia as required. Copies of resumes, certifications included in the work plan. The IH will be completely independent of the Abatement Contractor and employee or principal of a firm that would constitute a business relationship that would not be con according to federal, state, or local regulations. A copy of the Designated IH's current valid ABIH C included.

Any changes to the established Safety and Health Program or SSHP shall be at the direction and with acceptance by the KO/COR. The CIH will not necessarily be required to be on-site during rer shall be readily available for consultation when required.

**C.7.4.2. Asbestos Oversight Personnel:** The Contractor shall provide personnel, as needed, to abatement projects. These personnel will have EPA AHERA certifications. Personnel overseeing shall have AHERA supervisor accreditation. The asbestos oversight personnel will conduct random as necessary, to ensure that abatement activities comply with the identified task orders. Personnel conduct precommencement meetings, review scopes of work with the Contractor and provide ins abatement activities and at the end of the project to ensure all activities comply with the task order

**C.7.4.3. Lead-Based Paint Oversight Personnel:** The Contractor shall provide personnel, as ne based paint abatement projects. These people shall have lead supervisor and project designer ce

**C.7.4.4. Site Safety and Health Officer (SSHO):** The Contractor shall utilize a trained and experi Health Officer (SSHO) to assist and represent the CIH in the continued implementation and enfor SSHP. An SSHO shall be assigned to each task during work activities on an as-needed time basi Contractor employee or a subcontractor who reports to the Contractor and the CIH in matters pert health. The SSHO shall conduct random and or periodic inspections, as necessary, to ensure the comply with Federal and local regulations.

The SSHO shall have the on-site responsibility and authority to modify and/or halt work, or remove if anyone is placed at unacceptable health risks from site conditions. The SSHO shall contact the immediately following and work stoppages due to safety concerns. The SSHO shall be the main C any on-site emergency situation.

**C.7.4.5. Health and Safety Technicians:** The Contractor shall provide trained and experienced technicians, as necessary, to support field operations. These individuals shall work under the direction of the CIH/SSH. O.

**C.7.4.6. Industrial Hygienist:** If so directed by the KO or his/her designated representative, the Contractor shall provide the services of industrial hygienists to provide air monitoring and quality assurance of field operations.

**C.7.4.7. Construction/Design Personnel:** The Contractor shall provide personnel trained and experienced in abatement to develop and review designs and contractor work plans. Personnel conducting investigation and design shall have AHERA Building Inspector and Project Designer accreditation.

## **C.8. ANALYTICAL REQUIREMENTS AND DATA QUALITY MANAGEMENT:**

**C.8.1. Personnel:** In its proposal, the Contractor shall recommend an individual to the KO to serve as Quality Control Coordinator (QCC). Once approved by the KO, the QCC shall be responsible for overall quality control of all operations associated with the conduct of work performed under this contract.

**C.8.2. Laboratory Certification:** For laboratory work other than asbestos, the Contractor shall submit a list of more labs that have been certified by the USACE Missouri River Division (MRD) for environmental monitoring of materials using standard methods. The proposed lab(s) shall be identified in the contractor's proposal if it intends to subcontract analytical work.

Before sampling work on a cleanup project can begin, it may be necessary that the laboratories be approved by the appropriate state regulatory agency, if required. The MRD validation will include a minimum of one sample(s), on-site lab inspection and approval of the Laboratory Quality Management Plan (LQMP).

**C.8.3. Laboratory and laboratory Analysis Qualifications.** The qualifications and organization report, address, and telephone number of each testing laboratory selected to perform the sample analysis. The laboratory selected will conduct phase contrast microscopy (PCM) of airborne samples using NIOSH Method 7400 with optional confirmation of results by transmission electron microscopy specified by NIOSH Method 7402 and TEM Mandatory method of airborne samples using the method specified in 40 CFR Part 763. Written verification of the following criteria, signed by the testing laboratory principal, will be included.



**C.8.4.1. Award Submittals:** Within seven (7) days of award, the Contractor shall submit the labor key personnel, CDAP, quality assurance plans and task order management plans for the USACE comments. All comments will be corrected within 14 business days. The Contractor shall also provide the personnel, hardware, software and schedule for implementing the administrative portion of the

**C.8.4.2. Laboratory Certification:** The Contractor shall provide copies of the laboratory certification

**C.8.4.3. Personnel:** The Contractor shall provide the biographies, qualifications, certifications and resumes for personnel assigned to the contract. The KO/COR has the right to reject any proposed personnel based on qualifications and experience. Personnel assigned to this project should have a minimum of one year of experience relating to work identified in this contract.

**C.8.4.4. Business Licenses:** The Contractor shall provide copies of all business licenses for contract compliance.

**C.8.4.5. Site Specific Safety Plan:** The Contractor shall develop and provide SSHP as directed in the contract. An acceptable accident prevention plan, written by the Contractor for the specific work and implementing the pertinent requirements of EM 385-1-1, shall be submitted for Government approval.

**C.8.4.6. Contractor Quality Control (CQC) Plan:** The Contractor shall provide and maintain an effective quality control program. The Contractor's Quality Control Program, through inspection and reporting, shall demonstrate the extent of compliance of all work with the standards and quality established by the contract document. The responsibility for contract compliance is placed on the Contractor and not assumed by the Government. The Contractor's quality control program shall not be accepted without question. The Contractor's quality control program shall include daily inspections and a daily report of CQC activity.

**C.8.4.7. Chemical Data Acquisition Plan (CDAP):** The Contractor shall be required to prepare a CDAP. The CDAP will include sample handling and sample collection procedures and implementation of chain of custody and integrity management for each project. The CDAP will be accepted by the KO/COR prior to the start of the project. For quality, the Contractor shall establish how it will establish that actual laboratory findings reflect the true condition of the contaminant and for integrity, the Contractor shall establish how it will manage and organize the

**C.9. SECURITY:**

The Contractor shall provide appropriate site security; however, as a minimum, the Contractor shall secure all other Contractor-controlled areas to minimize the risk of injury or accident to site personnel or the public. When work is performed at a Federal, state, or local installation or facility, the Contractor shall comply with the security requirements of that installation or facility.

**C.10. MODIFICATIONS:**

Modifications to this SOW can be made by the KO in conjunction with the USACE COR.

**Appendix A. DCPS SOP for Closure Reports**  
 (12/29/01)  
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Standard Operating Procedures (SOPs)

The regulations and industry accepted practices associated with asbestos abatement activities sti recordkeeping, and process requirements. This SOP is intended to standardize the methods for c compliance with those requirements when conducting asbestos abatement activities in DC Public

1.0 Closure Reports

Report Writing – There are three (3) parts to each closure report:

- DCPS Facility Abatement Summary Spreadsheet (Appendix A)
- AHERA Summary Spreadsheet (Appendix A)
- Supporting Documentation

1.1 DCPS Facility Abatement Summary Spreadsheet



- B. General description of the material abated (Example: pipe insulation, floor tile)
- C. Cleaning methods
- D. Statement of protective methods / equipment used

Do not include the location or amount of Asbestos Containing Material (ACM) removed.

For the following next five (5) fields, information should be available in the design and field documentation. If the information needed is not available in the design and field documentation, refer to the information found at the following EA Engineering web site ([www.dcps.eaest.com](http://www.dcps.eaest.com)).

- Floor #  
From the AMP enter the floor or level within the school that the ACM was removed.
- AMP #  
The school's Asbestos Management Plan (AMP) number must be entered. In addition, enter the room number listed in the school's Asbestos Management Plan (AMP). If a room number is not listed in the design or AMP, enter N/A (Not Available) in the field.
- Facility Room #  
Enter the room number that is given at the school. You will have to determine this information given in the design and field documentation. If the facility room number is not listed in the design or field documentation, enter N/A in the field.
- HA #  
From the AMP enter the Homogeneous Area (HA) number for the material abated. The material abated should have a HA designation. If the HA number is not cited in the AMP, enter N/A in the field.
- Material Description  
Enter the description of the material abated. Each type of material removed will have to be entered for items abated. Enter "(all)" or "(partial)" for each material abated.

\*Note: Entries for Floor #, AMP #, Facility Room #, and HA Material Description s aligned. Use Alt Enter to align text.

- Amount of ACM Removed  
Enter the amount of ACM removed from the school for the job. Do not include material removed during the abatement process, only actual ACM material removed. Materials are measured in Square Feet (SF), Linear Feet (LF), or Cubic Feet (CF).
- Repair  
This column is split on the electronic version. In the first column enter the amount of material removed, in the second column, enter the measurement (SF, LF, and CF).
- Contractor Information  
This field is split to include the Industrial Hygienist (IH) contractor and the Abatement (Abatement) information. Enter the appropriate contractor's name and address in the designated heading noted above. A solid line should separate the IH and Abatement information.
- Sample Collection and Analysis  
Enter only final clearance sampling or bulk sampling information in these fields. Do not enter information found in the field documentation from the IH.

Final clearance sampling is conducted one (1) of two (2) ways:

- PCM – Phase Contrast Microscopy – NIOSH 7400
- TEM – Transmission Electron Microscopy – NIOSH 7404

Bulk sampling is conducted only when authorized by the owner or the owner representative as:

- PLM – Polarized Light Microscopy – EPA 600 / R-93 / 116

Clearance sampling is identified in the field documentation on the sampling record. The record should have PCM / TEM or 7400 / 7404 respectively, labeled on the field record to identify which testing method is used. TEM / 7404 should have a laboratory analyze the field documentation.

The information required by this field:

- Sample Date – Date the clearance sampling was conducted as recorded on the field record.
- Type – type of sample (PCM / TEM)
- Approved Laboratory – Enter the following:
  - A. For PCM samples analyzed on site – Name and Address of the IH who analyzed the samples
  - B. For TEM and PLM samples – Laboratory which analyzed the samples, address, NVLAP Code and Expiration date
  - C. When only working samples are conducted, merge the three (3) cells (laboratory) and enter: “No final air samples required”
  
- Workers and Signatures  
Enter the following statement when removal activities are conducted:  
“See Contractor Worker Certification Log”
  
- Waste Disposal / Storage Site  
Enter the name and physical location of the waste disposal site when removal activity information is found on the Waste Manifest in the field documentation. If it is not an Abatement Contractor and ask them what disposal site was used for the specific completed Waste Manifest.
  
- Formatting Guidelines  
The following formatting on the DCPS Facility Abatement Summary Spreadsheet:
  - A. The heading (title, school, and school number) will repeat on multiple pages for the same school.
  - B. The column titles will repeat on multiple pages for the same school.
  - C. The page number will show subsequent pagination on multiple pages for the same school.
  - D. The entire spreadsheet is landscape

- E. Margins are top (1.00), bottom (0.5), left / right (0.5), header / footer (0.5)
- F. IH contractor information is entered before Abatement contractor information, bold
- G. Material descriptions are in lower case

## 1.2 AHERA Summary Spreadsheet

The AHERA Summary Spreadsheet summarizes the recordkeeping requirements outlined guidelines as stated in the CFR 763.94 b. The spreadsheet is the second sheet in the Summary template / school report. The school name and school # are entered as on the AHERA Summary

The following explains the entry for each field on the spreadsheet:

- Job Code  
Enter the corresponding code found on the DCPS Facility Abatement Summary Spreadsheet
- Each of the following fields are completed with **C** – complete (all required support complete and included), **NC** – not complete (all required documentation is not complete), **N/A** – not applicable (does not apply to this job).
- Dates of Work (if applicable)  
The dates of work are correct and completed on the DCPS Facility Abatement Summary Spreadsheet
- Work Plan (if applicable)  
The design is included in the report packet.
- Name and Address of Contractors (if applicable)  
The name and address of the abatement contractor is noted on the DCPS Facility Abatement Spreadsheet.
- Worker Signatures (if applicable)  
All of the abatement worker signatures are on the Contractor Worker Certification and a sign in log) and the appropriate log/s is attached.

- Worker Certifications (if applicable)  
All of the abatement worker certifications, including medical examination documents, certifications, and up to date training certifications are listed on the Contractor Work log and log is attached.
- IH Signature (if applicable)  
The IH signature is required in reference to the field samples collected.
- Final Clearance Results (if applicable)  
The results of field samples collected and analyzed are attached (PCM/TEM/PLM analysis is attached.  
\* Note: PLM is an analytical method for bulk samples and not intended for analysis of samples of any sort.
- Lab Address and Accreditation (if applicable)  
The address, NVLAP code and expiration date, are noted on the summary spreadsheet.
- Lab Analyst Signature (if applicable)  
The lab analyst signature is on the laboratory results sheet.
- Waste Storage / Disposal Site  
The physical address is listed on the DCPS Facility Abatement Summary Spreadsheet.

### 1.3 Supporting Documentation

The following list of documents comprise the supporting documentation needed for the final spreadsheets are printed and added to this documentation in the following order:

- DCPS Facility Abatement Summary Spreadsheet
- AHERA Summary Spreadsheet

Each line item on the spreadsheet will have the following (when applicable):

- Design/ Scope of Work
- Final Clearance Samples (Field and Lab results)
- Contractor Worker Certification Log (Sign-in logs if necessary)

All of the information is copied and assembled with the printout of the DCPS Facility Spreadsheet and the AHERA Summary Spreadsheet for submission to USACE and

#### 1.4 Submission

Submission of the closure reports has two (2) formats: Full and Partial Reports.

- Full Report – consists of the documentation listed in Supporting Documentation (
- Partial Report – consists of DCPS Facility Abatement Summary Spreadsheet, A Spreadsheet, and Final Clearance Samples (if applicable)

USACE will receive both reports (Full and Partial Reports). The Full Report is for the Report is submitted to EA Engineering for incorporation into the AMP.

#### 1.5 Reference

Environmental Protection Agency, Federal Register Part III, 40 CFR Part 763, October 30, 1990, 379.

#### 1.6 Acronyms

- ACM – Asbestos Containing Material
- AHERA – Asbestos Hazard Emergency Response Act
- AMP – Asbestos Management Plan

- C – Complete
- CF – Cubic Feet
- CFR – Code of Federal Regulations
- EPA – Environmental Protection Agency
- ES – Elementary School
- HA – Homogeneous Area
- IH – Industrial Hygienist
- JHS – Junior High School
- LF – Linear Feet
- MS – Middle School
- N/A – Not Available or Not Applicable
- NC – Not Complete
- NIOSH – National Institute for Occupational Safety and Health
- NVLAP – National Voluntary Laboratory Accreditation Program
- PCM – Phase Contrast Microscopy
- PLM - Polarized Light Microscopy

- SF – Square Feet
- SHS – Senior High School
- SOP – Standard Operating Procedures
- TEM - Transmission Electron Microscopy
- USACE – United States Army Corps of Engineers

## SECTION E Inspection and Acceptance

## CLAUSES INCORPORATED BY REFERENCE:

52.246-5      Inspection Of Services Cost-Reimbursement      APR 1984

52.0242-4154 PAST PERFORMANCE INFORMATION MANAGEMENT SYSTEM (PPIMS)

As required by the FAR Part 42.1500, policy has been initiated to record and maintain contractor performance information. To implement this program for supplies and services, the Department of Defense has created a database entitled, Past Performance Information Management System (PPIMS).

An evaluation will be prepared of the contractors' performance for each supply and service contract to include modifications and task orders expected to exceed \$100,000.00. The PPIMS form, entitled, Performance Assessment Report (PAR), will be prepared by both the Contract Specialist and the Contracting Officer's Representative (COR) and signed by the Contracting Officer and submitted to the contractor for each evaluation performed. A copy of the PAR format is located at Section J.

This program replaces Supply and Service Contractor Appraisal Support System (SSCASS).

End of Clause

(CENAB-CT-S/Mar 99)  
(FAR Part 42)  
(52. 242-4154)

52.0246-4034 FINAL INSPECTION AND ACCEPTANCE

Acceptance of supplies/and or services is the responsibility of the Contracting Officer or duly authorized representative (COR).

Unless otherwise specified, final inspection and acceptance of supplies/and or services called for hereunder will be made at destination.

End of Clause

(CENAB-CT MAY 1992)  
(FAR 46.503)  
(52.0246-4034)

## SECTION F Deliveries or Performance

## CLAUSES INCORPORATED BY REFERENCE:

52.242-15 Alt I Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34 F.O.B. Destination	NOV 1991

## F.1 CONTRACT PERIOD

(a) Unless sooner terminated under the provisions of these contracts, the contracts awarded hereunder shall be effective for a three (3) year period or at the point where the stated maximum amount is reached, whichever occurs first.

(b) The total effective period of these contracts, including all option years, may not exceed 5 years. Refer to the Contract Clause 52.217-9, Option to Extend the Term of the Contract.

## F.2 DELIVERIES OR PERFORMANCE

Delivery or performance shall be made only as authorized by orders issued in accordance with the ordering clause (52.216-18). The Contractor shall furnish to the Government, when and if ordered, work for the items specified in individual task orders.

Any order issued during the base or option periods of these contracts and not completed within that period shall be completed by the Contractor within the time specified in the order. The contracts shall govern the Contractor's and Government's rights and obligations with respect to the order to the same extent as if the order were completed during the contract's base or option periods.

Except for any limitations on quantities in the Task Order Limitations clause (52.216-19), there is no limit on the number or size of orders that may be issued.

## F.3 COMMENCEMENT OF WORK

The Contractor shall, upon receipt of duly executed task orders, be required to commence the work required by a task order at the time specified, prosecute the work, and complete the entire project not later than the completion time specified on the task order. The time stated for completion shall include final cleanup of the project site. The Contractor must receive approval from the Contracting Officer on all site-specific plans (i.e., Health and Safety, Chemical Quality Management, etc.) prior to initiating any on-site activity.

The Contractor shall notify the Contracting Officer upon completion of each individual task order. The Contractor shall give advance notice of the date the work will be fully completed and ready for final inspection.

END OF SECTION F

## SECTION G Contract Administration Data

## CLAUSES INCORPORATED BY REFERENCE:

252.201-7000	Contracting Officer's Representative	DEC 1991
252.242-7000	Postaward Conference	DEC 1991

## 52.216-4059 AUTHORIZATION TO ISSUE ORDERS

As identified in clause 52.216-0018 contained in Part II, Section I, orders placed hereunder shall be by issuance of a funded delivery order, DD Form 1155, by the Baltimore District, Corps of Engineers, Contracting Division.

End of Clause

(CENAB-CT Feb 93)  
(FAR 16.506)  
(FAR 52.0216-4059)

## 52.0232-4131 SUMMARY FOR THE PAYMENT OFFICE

All modifications will provide sufficient information to permit the paying office to readily identify the changes for each contract line item and subline item as follows:

- (a) The amount of funds obligated by prior contract actions, to include the total cost and fee if a cost-type contract; the target fee at time of contract award if a cost-plus-incentive-fee contract; the base fee if a cost-plus-award-fee contract; or the target price and target profit if a fixed-price incentive contract;
- (b) The amount of funds obligated or deobligated by the instant modification, categorized by the types of contracts specified in paragraph(a) of this section; and
- (c) The total cumulative amount of obligated or deobligated funds, categorized by the types of contracts specified in paragraph (a) of this section.

End of Clause

52.232-4131

## G.1 SUBMISSION OF VOUCHERS

Public Vouchers for services performed under these contracts shall be submitted through the Corps of Engineers, Contracting Officer Representative (COR) and cognizant audit agency for review and certification prior to payment as follows:

- (a) Original and three (3) copies shall be forwarded to the cognizant audit agency. In addition, one (1) copy shall be forwarded to the Corps of Engineers, COR (To be specified in each task order).
- (b) After review and certification by the cognizant audit agency, the vouchers shall be forwarded by the auditor to the Corps of Engineers, COR.

(c) After review and certification by the Corps of Engineers, COR, the vouchers shall be forwarded by the COR to and payment will be made by:

USACE, Finance Center  
ATTN: Disbursing  
5722 Integrity Drive  
Millington, TN 38054-5005

## G.2 ORDERING PROCEDURES

a. The Contracting Officer will provide the Contractor with a description of the services to be provided for any prospective task order. The Contractor shall respond to all Requests for Proposals (RFP's) within the time frame set by the RFP for each Task order. It is anticipated the required response time could be anywhere from 7 to 30 days, depending upon the complexity of the Scope of Work.

b. The Contractor shall provide the Government with a cost and fee proposal in sufficient detail to allow an in-depth analysis by the Government. The proposal shall provide a detailed breakdown of all anticipated items and associated costs. The proposal shall be divided into Direct Cost (furnish a detailed breakdown on man-hour basis), Overhead on Direct Costs, General and Administrative Overhead on Direct Costs, Material Costs (furnish a detailed breakdown) and Travel. In addition, the Contractor's proposal shall be supported by necessary documentation, such as drawings, calculations, catalog cuts, specifications, and architectural renderings, to indicate that adequate engineering and planning to accomplish the requirement has been done. Where the proposal includes estimated costs for procurement of materials, equipment, subcontracts or storage/treatment/disposal facilities, the Contractor shall provide at least three quotes showing sources contacted as well as prices and conditions quoted.

c. Upon receipt of the Contractor's proposal, the Government will review the proposal documents for adequacy, reasonableness and completeness. The Government will then negotiate with the Contractor the proposed effort, any necessary site specific Special Contract Requirements, estimated costs and fees, and the performance time required for the individual task order.

d. Task orders will then be issued by the Contracting Officer using a DD Form 1155. Each task order, will include the following information as a minimum:

- (1) Date of task order.
- (2) Contract number and task order number.
- (3) Task order estimated cost and fees.
- (4) Delivery or performance requirements.
- (5) Accounting and appropriation data.
- (6) Scope of work.
- (7) Any other pertinent information.

e. The task order will be signed by both contracting parties.

f. 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. No liability (except the guaranteed minimum amount identified in Section B of this solicitation, offer and Award document) will accrue to the Government without issuance of a task order.

END OF SECTION G



SECTION H Special Contract Requirements

52.0222-4020 WAGE DETERMINATION

If a U.S. Department of Labor Wage Determination, has been included, it is titled: General Wage Decision No 94-2103, with all current modifications. For Supply, Service and A-E contracts the wage rate is an attachment located in Section J.

In the event a Department of Labor Wage Rates has not been attached to this contract, neither the contractor nor any subcontractor under the contract shall pay any of his employees performing work under the contract (regardless of whether they are service employees) less than minimum wage specified by Section 6(a)(1) of the Fair Labor Standards Act, as amended.

End of Clause  
(52.0222-4020)

52.0228-4001 REQUIRED INSURANCE FOR GVT INSTALLATION & DREDGING (52. 0228-4001)

Pursuant to the contract clause entitled, 52.228-5, Insurance – Work on a Government Installation, the contractor shall procure and maintain during the entire period of his performance under the contract the following minimum insurance:

COVERAGE FOR GOVERNMENT INSTALLATION

Type	Amount
Comprehensive General Liability Bodily injury or death	\$500,000 per occurrence
Motor Vehicle Liability (for each motor vehicle):	
Bodily injury or death	\$200,000 per person \$500,000 per occurrence
Property Damage:	\$ 20,000 per occurrence
Workers' Compensation and Employer's Liability:	\$100,000 per person

COVERAGE FOR DREDGING

Type	Amount
Comprehensive General Liability Bodily injury or death	\$500,000 per occurrence
Marine Liability -	

Excess towers' liability	\$1,000,000 per occurrence
Excess protection and indemnity insurance	\$1,000,000 per occurrence
Workers' Compensation and Employer's Liability: (including Longshore & Harbor Workers' Compensation)	\$100,000 per person

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

Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in policies adversely affecting the interests of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof to the Contracting Officer.

The Contractor agrees to insert the substance of this clause, including this paragraph, in all subcontracts hereunder.

(CENAB-CT MAY 1992)  
(FAR 28.307-2(a))

#### 52.0236-4038 SAFETY ASSURANCE

**Preconstruction Safety Meeting:** Representatives of the Contractor shall meet with the Contracting Officer or his/her representative(s) prior to the start of repair, alteration or construction activities for the purpose of reviewing the Contractor's safety and health programs and discussing implementation of all safety and health provisions pertinent to the work to be performed under the contract. The Contractor shall be prepared to discuss, in detail, the measures he/she intends to take in order to control any unsafe or unhealthy conditions associated with the work to be performed under the contract. This meeting may be held in conjunction with the preconstruction conference, if so directed by the Contracting Officer. The conduct of this meeting is not contingent upon a general preconstruction meeting. The level of detail for the safety meeting is dependent upon the nature of the work and the potential inherent hazards. The Contractor's principal on-site representative(s) shall attend this meeting.

**Compliance with Regulations:** All work, including the handling of hazardous materials or the disturbance or dismantling of hazardous materials or the disturbance or dismantling of structures containing hazardous materials shall comply with the applicable requirements of 20 CFR 1926/1910. Work involving the disturbance or dismantling of asbestos or asbestos containing materials, the demolition of structures containing asbestos, and/or the disposal and removal of asbestos, shall also comply with the requirements of 40 CFR, Part 61, Subparts A and B, ETL 1110-1-118 and DA Circular 40-83-4. All work shall comply with applicable state and municipal safety and health requirements. Where there is a conflict between applicable regulations, the most stringent shall apply.

**Contractor Responsibility:**

(a) The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work, and shall hold the Government harmless for any action on his part or that of his employees or subcontractors, which results in illness, injury, or death. Contractors are required to report any accidents and injuries to the Contracting Officer's Representative within 24 hours of the accident. A written report (ENG 3394) shall be submitted within 72 hours of the accident to the Contracting Officer's Representative.

(b) The Contractor is subject to the safety and health standards of both the Occupational Safety and Health Act (OSHA) and the Corps of Engineers General Safety Requirements, EM 385-1-1. Implementation of OSHA provisions rests in the statutory requirement while compliance with EM 385-1-1 is a contractual matter.

(c) The Contractor should review the accident-prevention clauses of the contract, the Corps of Engineers General Safety Requirements, EM 385-1-1, latest revision, referred to therein, and the special and technical provisions applicable to safety. The Contractor should assure himself that he has full knowledge of the personal protective equipment (including respiratory equipment) that must be provided workmen, and that he is familiar with medical surveillance and record-keeping requirements and with the safety standards applicable to machinery and mechanized equipment, ladders and scaffolds, fire prevention and protection, stripping of concrete forms, cleanup and housekeeping and other safety measures for the prevention of accidents during construction.

Inspections, Tests, and Reports: The required inspections, tests, and reports made by the contractor, subcontractors, specially trained technicians, equipment manufacturers, and others as required, shall be at the contractor's expense. These reports shall be furnished in accordance with the terms contained herein.

a. MATERIALS AND EQUIPMENT: Special facilities, devices, equipment, clothing, and similar items used by the Contractor in the execution of work shall comply with the applicable regulations.

b. HAZARDOUS MATERIALS: The Contractor shall bring to the attention of the Contracting Officer any material suspected of being hazardous which he encounters during execution of the work. A determination will be made by the Contracting Officer as to whether the Contractor shall perform tests to determine if the material is hazardous. If the Contracting Officer directs the contractor to perform tests, and/or if the material is found hazardous and additional protective measures are needed, a contract change may be required, subject to equitable adjustment under the terms of the contract.

End of Clause

(CENAB-CT MAY 1992)  
(FAR 36.513)  
(52.0236-4038)

#### 52.0236-4069 HEAD PROTECTION (HARD HATS)

The entire work area under this contract is designated as a hard hat area. The contractor shall post the area as per paragraph 05.D.01, EM 385-1-1, and shall insure that all contractor personnel, vendors, and visitors utilize hard hats within the project area.

End of Clause

(CENAB-CT-OCT 94)  
(52.0236-4069)  
(DR 385-1-7)

#### 52.0246-4003 TESTING LABORATORIES

Testing is required to be performed by the Contractor as part of his Quality Control program to verify contract compliance. This Quality Control Testing is to be conducted by a project or commercial laboratory which has been found adequate and qualified by a Corps of Engineers Division Laboratory Inspection team.

(a) A composite listing of approved testing laboratories within the North Atlantic Division is available upon request. The Contractor should engage the services of a laboratory contained in the composite list. Contractors may obtain the list by calling (410) 962-3464.

(b) The Contractor may engage the services of a laboratory other than those contained in the aforementioned list provided:

(1) The Contractor identifies and proposes the unapproved laboratory a minimum of 90 days prior to the start of testing. This time is necessary to allow for scheduling an inspection by a Corps of Engineers Division Laboratory team. The time for Government inspection will not be the basis for an increase in the contract performance period.

(2) All costs of Government inspection shall be the responsibility of the contractor.

(3) The Contractor may request Government inspection and approval prior to award by forwarding a written request to:

Commander, U.S. Army Engineer District  
Baltimore  
Attn: Chief, Quality Management Section  
Construction Division  
P.O. Box 1715  
Baltimore, MD 21203-1715

End of Clause

(CENAB-CO FEB 1995)  
(FAR 46.000)  
(52.0246-4003)

## H.1 PROGRESS MEETINGS/WORK SCHEDULES

Progress Meetings to review all work schedules for each Task Order shall be coordinated with the Contracting Officer or his authorized representative. Work schedules may be changed at the discretion of the Contracting Officer.

## H.2 VOUCHERS

The Contractor may submit a voucher no more often than once every two weeks or upon the completion of each task order. The Contractor will be paid in accordance with Section I "Contract Clauses" of the Request for Proposal and any resultant contract thereto, and upon receipt of a certified voucher. All vouchers shall be submitted in accordance with Section G, Submission of Vouchers. Each voucher shall be submitted on a SF 1034, Public Voucher for Purchases and Services Other Than Personal and shall contain the following: contract number, task order number, voucher number, date voucher prepared, and the date of delivery or service.

## H.3 SCHEDULING WORK

Before starting any of the on-site work under an individual task order, the Contractor shall confer with the Contracting Officer and agree on a sequence of procedure; means of access to premises and building, space for

storage of materials and equipment; delivery of materials and use of approaches; use of corridors, stairways, elevators, and similar means for Contractor's employees and the like. Delivery of materials and equipment shall be made with a minimum of interference to Government operations and personnel.

#### H.4 IDENTIFICATION OF ON-SITE EMPLOYEES

The contractor shall furnish to each employee and require each employee engaged in 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 employees. 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.

#### H.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 their 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.

#### H.6 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (1985 JAN)(HQ USACE)

a. Allowable Cost. 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 for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, "Construction Equipment Ownership and Operating Expense Schedule", Regions II and III. 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. Equipment 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.

c. "Cost or Pricing Data". When actual equipment costs are proposed and the total amount of the pricing action is over \$500,000, 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 authorized 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.

#### H.7 AS-BUILT DRAWINGS

If required in the task order, the Contractor shall maintain two separate sets of redlined 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 at all times. The location, general description, approximate depth below finished grade of all underground utilities encountered, and 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 shown as a separate activity on the Contractor prepared progress bar chart or network analysis system, whichever is applicable.

#### H.8 CONTRACTOR FURNISHED EQUIPMENT AND MATERIAL DATA

At or before 30 days prior to final inspection and acceptance of the work, the Contractor shall submit the following:

a. Equipment List. An itemized equipment list showing unit retail value and nameplate data including serial number, model number, size manufacturer, etc., for all Contractor furnished items.

b. Guarantees. A list of all equipment items which are specified to be guaranteed shall be included in each individual task order.

#### H.9 PROJECT SIGN

When needed, a project sign will be specified in the individual task order. The sign shall be posted at the entrance to the project sites.

#### H.10 TASK ORDERS

Task orders shall be awarded against the basic contracts on a Cost-Plus-Award Fee basis, as determined by the Contracting Officer.

#### H.11 COST PLUS AWARD FEE TASK ORDERS

When a cost plus award fee task order is issued, computation of base and award fees will be negotiated in the individual task order. The base fee will be paid in installments with each payment. The award fee earned will be determined through subjective Government evaluation, normally every six months. The evaluation will be based on performance. Task orders will be evaluated and an award fee payment will be made for each Task Order. The award fee determination is not subject to the "Disputes" clause of these contracts. Performance areas to be evaluated and their weighted values will be contained in the Award Fee Determination Plan.

#### H.12 VIDEO RECORD

The Government reserves the right to make a video record of all contractor field work performed under these contracts.

#### H.13 CONFERENCES

Periodic meetings may be scheduled as required. The contractor and/or the appropriate representative(s) shall be required to attend and participate in all conferences pertinent to the work required under these contracts as directed by the Contracting Officer.

#### H.14 WRITTEN RECORDS

The Contractor shall provide a written record of all significant conferences, meetings, discussions, telephone conversations, etc., with participating Government representative(s). These records shall be dated and shall identify the contract number, task order number, WAD number, and paragraph reference if applicable, participating personnel, subject discussed, and conclusions reached. The Contractor shall forward to the Contracting Officer, as soon as possible (not to exceed 3 working days), a reproducible copy of the records.

#### H.15 PUBLIC DISCLOSURES

The Contractor shall make no public announcement or disclosures relative to information contained or developed in these contracts except as authorized in writing by the Contracting officer.

#### H.16 KEY PERSONNEL

The Contractor shall designate those key personnel which are considered essential for performance under these contracts. Prior to removal of any specified individuals, the contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact. No removal shall be made by the Contractor without the written consent of the Contracting Officer, provided, that the Contracting officer may ratify in writing such removal and such ratification shall constitute the consent of the Contracting Officer required by this clause. The key personnel listing may be amended from time to time during the course of these contracts to either add or delete personnel, as appropriate.

#### H.17 USE OF CONSULTANTS

Use of consultants and consultant services in the performance of task orders resulting from this solicitation shall be subject to prior written approval of the Contracting Officer.

#### H.18 INDEMNIFICATION

Indemnification will not be provided for any work performed under these contracts.

END OF SECTION H

## SECTION I Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9	Small Business Subcontracting Plan	JAN 2002
52.222-3	Convict Labor	AUG 1996
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	MAY 1989
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998
52.223-6	Drug Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-14	Rights in Data--General	JUN 1987
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996

52.230-2	Cost Accounting Standards	APR 1998
52.230-6	Administration of Cost Accounting Standards	NOV 1999
52.232-1	Payments	APR 1984
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.232-38	Submission of Electronic Funds Transfer Information with Offer	MAY 1999
52.233-1 Alt I	Disputes (Dec 1998) - Alternate I	DEC 1991
52.233-2	Service Of Protest	AUG 1996
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.244-2 Alt I	Subcontracts (Aug 1998) - Alternate I	AUG 1998
52.244-5	Competition In Subcontracting	DEC 1996
52.245-5	Government Property (Cost-Reimbursement Time-And-Materials, Or Labor Hour Contracts)	JAN 1986
52.246-25	Limitation Of Liability--Services	FEB 1997
52.248-1	Value Engineering	FEB 2000
52.249-6	Termination (Cost Reimbursement)	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	OCT 1998
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7012	Preference For Certain Domestic Commodities	APR 2002
252.225-7024	Restriction On Acquisition Of Night Vision Image Intensifier Tubes And Devices	DEC 1991
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995

252.231-7000	Supplemental Cost Principles	DEC 1991
252.242-7004	Material Management And Accounting System	DEC 2000
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.245-7001	Reports Of Government Property	MAY 1994
252.246-7001	Warranty Of Data	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAR 2000

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.0231-4084 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE

(a) This clause does not apply to terminations. See 52.249-5000, Basis for settlement of proposals and FAR Part 49.

(b) Allowable cost for construction and marine plant and equipment in sound workable conditions owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual costs data for each piece of equipment or groups of similar serial and services for which the government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs can not be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP1110-1-8 Construction Equipment Ownership and Operating Expenses Schedule, Region East . 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 retroactive pricing, the schedule in effect at the time the work was performed shall apply.

(c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established proactive of leasing the same or similar equipment to unaffiliated lessees.

(d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

(End of Clause)  
 CENAB-CT/SEP 95  
 (EFARS 52.231-4084)  
 (52.0231-5000)

#### 52.0236-4000 EVALUATION OF CONTRACTOR PERFORMANCE

As a minimum, the contractor's performance will be evaluated upon final acceptance of the work. However, interim evaluation may be prepared at any time during the contract performance when determined to be in the best interest of the Government.

The format for the evaluation will be DD 2626, and 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.

End of Clause

(CENAB-CT JUN 1996)  
777 (FAR 36.201)  
(52.0236-4000)

#### 52.0249-4083 BASIS FOR SETTLEMENT OF PROPOSALS (EFARS 52.249-5000)

Actual costs will be used to determine equipment costs for a settlement proposal submitted on the total cost basis under FAR 49.206-2(b). In evaluating a terminations settlement proposal using the total cost basis, the following principals will be applied to determine allowable equipment costs:

(1) Actual costs for each piece of equipment, or groups of similar serial or series equipment, need not be available in the contractor's accounting records to determine total actual equipment costs.

(2) If equipment costs have been allocated to a contract using predetermined rates, those charges will be adjusted to actual costs.

(3) Recorded job costs adjusted for unallowable and unallowable expenses will be used to determine equipment operating expenses.

(4) Ownership costs (depreciation) will be determined using the contractor's depreciation schedule (subject to the provisions of FAR 31.205-11).

(5) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the contractor charges these costs directly to contracts, they will be recovered through the indirect expense rate.

End of Clause

CENAB-CT-S Sep 95  
(52.249-4083)  
(52.0249-5000)

#### 52.216-7 ALLOWABLE COST AND PAYMENT (FEB 2002)

(a) Invoicing. (1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs. (1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of this section, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only--

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for--

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments will be made--

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily prior to the submission of the Contractor's next payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless--

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates. (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. (ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates--

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) adjusted for prior overpayments or underpayments.

(h) Final payment. (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(4) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver--

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except--

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

#### 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 **the date of the contract** through **the contract ordering period**.

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

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

(End of clause)

#### 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$50,000.00** (insert dollar figure or quantity), 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 **\$40,000,000.00**;

(2) Any order for a combination of items in excess of **\$40,000,000.00**

(3) A series of orders from the same ordering office within **90** days that together call for quantities exceeding the

limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition 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) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

#### 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 120 days after contract completion.

(End of clause)

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in 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 6 months.

(End of clause)

#### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of the expiration of the current contract period.; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of clause)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$1,000,000 or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

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
Civil Engineering Technician	\$15.04 per hour
Environmental Technician	\$15.04 per hour
Procurement Specialist	\$18.40 per hour
Engineering Technician V	\$18.40 per hour
Industrial Hygienist	\$22.27 per hour
Word Processor II	\$10.86 per hour

Computer Operator                      \$13.54 per hour

(End of clause)

52.227-12 PATENT RIGHTS--RETENTION BY THE CONTRACTOR (LONG FORM) (JAN 1997)

(a) Definitions. "Invention" means any invention or discovery which is or may be patentable or otherwise protectable under title 35 of the United States Code or any novel variety of plant that is or may be protectable under the Plant Variety Protection Act (7 U.S.C. 2321, et seq.).

"Made" when used in relation to any invention means the conception or first actual reduction to practice of such invention.

"Nonprofit organization" means a domestic university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

"Practical application" means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

"Small business firm" means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in Government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

"Subject invention" means any invention of the Contractor conceived or first actually reduced to practice in the performance of work under this contract; provided, that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of contract performance.

(b) Allocation of principal rights. The Contractor may elect to retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor elects to retain title, the Federal Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention disclosure, election of title, and filing of patent applications by Contractor. (1) The Contractor shall disclose each subject invention to the Contracting Officer within 2 months after the inventor discloses it in writing to Contractor personnel responsible for patent matters or within 6 months after the Contractor becomes aware that a subject invention has been made, whichever is earlier. The disclosure to the Contracting Officer shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding, to the extent known at the time of the disclosure, of the nature, purpose, operation, and physical, chemical, biological, or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale, or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the Contracting Officer, the Contractor shall promptly notify the Contracting Officer of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Contractor.

(2) The Contractor shall elect in writing whether or not to retain title to any such invention by notifying the Federal agency at the time of disclosure or within 8 months of disclosure, as to those countries (including the United States) in which the Contractor will retain title; provided, that in any case where publication, on sale, or public use has

initiated the 1-year statutory period wherein valid patent protection can still be obtained in the United States, the period of election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Contractor shall file its initial patent application on an elected invention within 1 year after election or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Contractor shall file patent applications in additional countries (including the European Patent Office and under the Patent Cooperation Treaty) within either 10 months of the corresponding initial patent application or 6 months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure to the Contracting Officer, election, and filing may, at the discretion of the funding Federal agency, be granted, and will normally be granted unless the Contracting Officer has reason to believe that a particular extension would prejudice the Government's interest.

(d) Conditions when the Government may obtain title. The Contractor shall convey to the Federal agency, upon written request, title to any subject invention--

(1) If the Contractor elects not to retain title to a subject invention;

(2) If the Contractor fails to disclose or elect the subject invention within the times specified in paragraph (c) above (the agency may only request title within 60 days after learning of the Contractor's failure to report or elect within the specified times);

(3) In those countries in which the Contractor fails to file patent applications within the time specified in paragraph (c) above; provided, however, that if the Contractor has filed a patent application in a country after the times specified in paragraph (c) above, but prior to its receipt of the written request of the Federal agency, the Contractor shall continue to retain title in that country; or

(4) In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum rights to Contractor. (1) The Contractor shall retain a nonexclusive, royalty-free license throughout the world in each subject invention to which the Government obtains title except if the Contractor fails to disclose the subject invention within the times specified in paragraph (c) above. The Contractor's license extends to its domestic subsidiaries and affiliates, if any, within the corporate structure of which the Contractor is a part and includes the right to grant sublicenses of the same scope to the extent the Contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of the funding Federal agency except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

(2) The Contractor's domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions in the Federal Property Management Regulations and agency licensing regulations (if any). This license shall not be revoked in that field of use or the geographical areas in which the Contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the Contractor, its licensees, or its domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the funding Federal agency shall furnish the Contractor a written notice of its intention to revoke or modify the license, and the Contractor shall be allowed 30 days (or such other time as may be authorized by the funding Federal agency for good cause shown by the Contractor) after the notice to show cause why the license should not be revoked or modified. The Contractor has the right to appeal, in accordance with applicable agency licensing regulations and 37 CFR 404 concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of its license.

(f) Contractor action to protect the Government's interest. (1) The Contractor agrees to execute or to have executed and promptly deliver to the Federal agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Contractor elects to retain title, and (ii) convey title to the Federal agency when requested under paragraph (d) above and subparagraph (n)(2) below, and to enable the Government to obtain patent protection throughout the world in that subject invention.

(2) The Contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Contractor each subject invention made under contract in order that the Contractor can comply with the disclosure provisions of paragraph (c) above, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by subparagraph (c)(1) above. The Contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Contractor shall notify the Federal agency of any decision not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response period required by the relevant patent office.

(4) The Contractor agrees to include, within the specification of any United States patent application and any patent issuing thereon covering a subject invention, the following statement: "This invention was made with Government support under (identify the contract) awarded by (identify the Federal agency). The Government has certain rights in this invention."

(5) The Contractor shall establish and maintain active and effective procedures to assure that subject inventions are promptly identified and disclosed to Contractor personnel responsible for patent matters within 6 months of conception and/or first actual reduction to practice, whichever occurs first in performance of work under this contract. These procedures shall include the maintenance of laboratory notebooks or equivalent records and other records as are reasonably necessary to document the conception and/or the first actual reduction to practice of subject inventions, and records that show that the procedures for identifying and disclosing the inventions are followed. Upon request, the Contractor shall furnish the Contracting Officer a description of such procedures for evaluation and for determination as to their effectiveness.

(6) The Contractor agrees, when licensing a subject invention, to arrange to avoid royalty charges on acquisitions involving Government funds, including funds derived through Military Assistance Program of the Government or otherwise derived through the Government, to refund any amounts received as royalty charges on the subject invention in acquisitions for, or on behalf of, the Government, and to provide for such refund in any instrument transferring rights in the invention to any party.

(7) The Contractor shall furnish the Contracting Officer the following:

(i) Interim reports every 12 months (or such longer period as may be specified by the Contracting Officer) from the date of the contract, listing subject inventions during that period and stating that all subject inventions have been disclosed or that there are no such inventions.

(ii) A final report, within 3 months after completion of the contracted work, listing all subject inventions or stating that there were no such inventions, and listing all subcontracts at any tier containing a patent rights clause or stating that there were no such subcontracts.

(8) The Contractor shall promptly notify the Contracting Officer in writing upon the award of any subcontract at any tier containing a patent rights clause by identifying the subcontractor, the applicable patent rights clause, the work to be performed under the subcontract, and the dates of award and estimated completion. Upon request of the Contracting Officer, the Contractor shall furnish a copy of such subcontract, and no more frequently than annually, a

listing of the subcontracts that have been awarded.

(9) In the event of a refusal by a prospective subcontractor to accept one of the clauses in subparagraph (g)(1) or (2) below, the Contractor (i) shall promptly submit a written notice to the Contracting Officer setting forth the subcontractor's reasons for such refusal and other pertinent information that may expedite disposition of the matter and (ii) shall not proceed with such subcontracting without the written authorization of the Contracting Officer.

(10) The Contractor shall provide, upon request, the filing date, serial number and title, a copy of the patent application (including an English-language version if filed in a language other than English), and patent number and issue date for any subject invention for which the Contractor has retained title.

(11) Upon request, the Contractor shall furnish the Government an irrevocable power to inspect and make copies of the patent application file.

(g) Subcontracts. (1) The Contractor shall include the clause at 52.227-11 of the Federal Acquisition Regulation (FAR), suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental, or research work to be performed by a small business firm or nonprofit organization. The subcontractor shall retain all rights provided for the Contractor in this clause, and the Contractor shall not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) The Contractor shall include this clause (FAR 52.227-12) in all other subcontracts, regardless of tier, for experimental, developmental, or research work.

(3) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the agency, subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to those matters covered by this clause.

(h) Reporting utilization of subject inventions. The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and such other data and information as the agency may reasonably specify. The Contractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceedings undertaken by the agency in accordance with paragraph (j) of this clause. To the extent data or information supplied under this paragraph is considered by the Contractor, its licensee or assignee to be privileged and confidential and is so marked, the agency agrees that, to the extent permitted by law, it shall not disclose such information to persons outside the Government.

(i) Preference for United States industry. Notwithstanding any other provision of this clause, the Contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject invention in the United States unless such person agrees that any products embodying the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in rights. The Contractor agrees that with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in FAR 27.304-1(g) to require the Contractor, an assignee, or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Contractor, assignee, or exclusive licensee refuses such a request, the Federal agency has the right to grant such a license itself if the Federal agency determines that--

(1) Such action is necessary because the Contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use;

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Contractor, assignee, or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Contractor, assignee, or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special provisions for contracts with nonprofit organizations. [Reserved]

(l) Communications.

(Complete according to agency instructions.)

(m) Other inventions. Nothing contained in this clause shall be deemed to grant to the Government any rights with respect to any invention other than a subject invention.

(n) Examination of records relating to inventions. (1) The Contracting Officer or any authorized representative shall, until 3 years after final payment under this contract, have the right to examine any books (including laboratory notebooks), records, and documents of the Contractor relating to the conception or first reduction to practice of inventions in the same field of technology as the work under this contract to determine whether--

(i) Any such inventions are subject inventions;

(ii) The Contractor has established and maintains the procedures required by subparagraphs (f)(2) and (f)(3) of this clause; and

(iii) The Contractor and its inventors have complied with the procedures.

(2) If the Contracting Officer determines that an inventor has not disclosed a subject invention to the Contractor in accordance with the procedures required by subparagraph (f)(5) of this clause, the Contracting Officer may, within 60 days after the determination, request title in accordance with subparagraphs (d)(2) and (d)(3) of this clause. However, if the Contractor establishes that the failure to disclose did not result from the Contractor's fault or negligence, the Contracting Officer shall not request title.

(3) If the Contracting Officer learns of an unreported Contractor invention which the Contracting Officer believes may be a subject invention, the Contractor may be required to disclose the invention to the agency for a determination of ownership rights.

(4) Any examination of records under this paragraph shall be subject to appropriate conditions to protect the confidentiality of the information involved.

(o) Withholding of payment (this paragraph does not apply to subcontracts). (1) Any time before final payment under this contract, the Contracting Officer may, in the Government's interest, withhold payment until a reserve not exceeding \$50,000 or 5 percent of the amount of the contract, whichever is less, shall have been set aside if, in the Contracting Officer's opinion, the Contractor fails to--

(i) Establish, maintain, and follow effective procedures for identifying and disclosing subject inventions pursuant to subparagraph (f)(5) above;

(ii) Disclose any subject invention pursuant to subparagraph (c)(1) above;

(iii) Deliver acceptable interim reports pursuant to subdivision (f)(7)(i) above; or

(iv) Provide the information regarding subcontracts pursuant to subparagraph (f)(8) of this clause.

(2) Such reserve or balance shall be withheld until the Contracting Officer has determined that the Contractor has rectified whatever deficiencies exist and has delivered all reports, disclosures, and other information required by this clause.

(3) Final payment under this contract shall not be made before the Contractor delivers to the Contracting Officer all disclosures of subject inventions required by subparagraph (c)(1) above, an acceptable final report pursuant to subdivision (f)(7)(ii) above, and all past due confirmatory instruments.

(4) The Contracting Officer may decrease or increase the sums withheld up to the maximum authorized above. No amount shall be withheld under this paragraph while the amount specified by this paragraph is being withheld under other provisions of the contract. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government right.

(End of clause)

#### 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)

Except for data contained on pages \_\_\_\_\_, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data--General" clause contained in this contract) in and to the technical data contained in the proposal dated \_\_\_\_\_, upon which this contract is based.

#### 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 concerns, 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)

## SECTION J List of Documents, Exhibits and Other Attachments

<u>ATTACHMENT</u>	<u>TITLE</u>	<u>DATE</u>	<u>PAGES</u>
J.1	Sample Task Statement of Work	5/07/02	18
J.2	SF-LLL, Disclosure of Lobbying Activities	None	3
J.3	Minimum Data Required for Submission of a Subcontracting Plan	None	2
J.4	Job Experience Sheet	None	1
J.5	Identified Personnel Resume	None	1
J.6	Offeror's Billings Past and Future Projections	None	1
J.7	Labor Cost Matrix and Instructions	None	2
J.8	Sample Task, Work Breakdown Structure, Individual Work Element Resource Schedule and Summary	None	2
J.9	Cost Summary Schedule Instructions	None	1
J.10	Performance Assessment Report (PAR)	None	6
J.11	Appendices B, C, & D to Section C, SOW	5/6/02	5
J.12	Central Contractor Registration Memorandum	1/01/02	1
J.13	Service Contract Act, Wage Determination 94-2103	5/31/01	15

**REMEDIAL DESIGN AND ASBESTOS  
ABATEMENT WORK PLAN**

**ABC ELEMENTARY SCHOOL  
SCHOOL NO.  
WASHINGTON, D.C. 20012**

**SPRAYED-ON DUCT INSULTATION AND  
CEILING TILE ABATEMENT  
7 May 02**

## J.1 Sample Task Statement of Work

### 1.0 Definitions

**Abatement** - Procedures to control fiber release from asbestos-containing materials. Includes removal and encapsulation of asbestos-containing materials.

**ACGIH** - American Conference of Governmental Industrial Hygienists - 6500 Glenway Avenue, Building D-5 - Cincinnati, Ohio 45211

**AIHA** - American Industrial Hygiene Association - 2700 Prosperity Avenue, Suite 250, Fairfax, VA 22031

**Airlock** - A system for permitting ingress and egress with minimum air movement between a contaminated area and an uncontaminated area, typically consisting of two curtained doorways separated by a distance of at least 3 feet such that one passes through one doorway into the airlock, allowing the doorway sheeting to overlap and close off the opening before proceeding through the second doorway, there by preventing flow-through contamination. Two overlapping polyethylene sheets will protect each doorway.

**Air monitoring** - The process of measuring the fiber content of a known volume of air collected during a specified period of time. The procedure normally utilized for asbestos follows the NIOSH Method 7400 Standard Analytical Method for Asbestos in Air. Where applicable, electron microscopy methods may be utilized for air clearance monitoring.

**Air Sampling Professional (or on site air monitor)**- The professional contracted to provide job oversight; enforcement of this specification and to conduct area and clearance air monitoring. This individual will be either a Certified Industrial Hygienist or have extensive experience in asbestos air sampling and abatement oversight. At a minimum, this individual should have successfully completed an EPA approved asbestos abatement air monitoring/project-monitoring course. This person shall have the authority to resolve inconsistencies in the specifications.

**Amended water** - Water to which a surfactant has been added.

**ANSI** - American National Standards Institute - 1430 Broadway, New York, New York 10018

**Asbestos** means the asbestiform varieties of serpentine (chrysotile), riebeckite (crocidolite), cummingtonite - grunerite (amosite), anthophyllite, and actinolite, and tremolite.

**Asbestos-containing material (ACM)**- Any material that contains more than 1% asbestos by volume.

**Asbestos-containing waste material**- Asbestos containing material or asbestos contaminated objects requiring proper disposal.

**ASTM** - American Society for Testing and Material - 1916 Race Street, Philadelphia, PA 19103

**Authorized visitor** - Any representative of a regulatory or other agency representative having jurisdiction over the project.

**Certified Industrial Hygienist (CIH)** - An industrial hygienist certified in Comprehensive Practice by the American Board of Industrial Hygiene. (See AIHA definition for address.)

**Clean room** - An uncontaminated area or room that is a part of the worker decontamination enclosure system with provisions for storage of worker's street clothes and clean protective equipment.

**Curtained doorway** - A device to allow ingress or egress from one room to another while permitting minimal air movement between the rooms, typically constructed by placing two overlapping sheets of plastic over an existing or temporarily framed doorway, securing each along the top of the doorway, securing the vertical edge of one sheet along one vertical side of the doorway and securing the vertical edge of the other sheet along the opposite vertical

## J.1 Sample Task Statement of Work

side of the doorway. Other effective designs are permissible.

**Decontamination enclosure system (decon)**- A series of connected rooms, separated from the work area and from each other by air locks, for the decontamination of workers and equipment.

**Demolition** - The wrecking or taking out of any load-supporting structural member of a facility and any related razing, removing, or stripping of asbestos product.

**Encapsulant** - A liquid material which can be applied to asbestos containing material and/or abated facility component which controls the possible release of asbestos fibers from the material either by creating a membrane over the surface (bridging encapsulant) or by penetrating into the material and binding its components together (penetrating encapsulant).

**Encapsulation** - The application of an encapsulant to asbestos-containing materials and/or abated facility component to control the release of asbestos fibers into the air.

**Enclosure (containment)** - The construction of an air-tight, impermeable, temporary barrier around asbestos-containing material to control the release of asbestos fibers into the air.

**EPA** - U.S. Environmental Protection Agency - 401 M Street S.W., Washington, D.C. 20460

**Equipment decontamination enclosure system**- That portion of a decontamination enclosure system designed for controlled transfer of materials and equipment into or out of the work area.

**Equipment room** - A contaminated area or room that is part of the worker decontamination enclosure system with provisions for storage of contaminated clothing and equipment.

**Facility component** - Any pipe, duct, boiler, tank, reactor, turbine or furnace at or in a facility or any structural member of a facility.

**Fixed object** - A piece of equipment or furniture in the work area which cannot be removed from the work area.

**Friable asbestos material** - Any asbestos-containing material that, when dry, can be crumbled, pulverized, or reduced to a powder, by hand pressure, including an ACM that will or can reasonably be expected to become friable as a result of the asbestos abatement activity.

**HVAC** - Heating, ventilation and air conditioning system.

**HEPA filter** - A high efficiency particulate air filter capable of removing particles greater than 0.3 microns in diameter with 99.97% efficiency.

**HEPA vacuum** - A vacuum system equipped with HEPA filtration.

**Holding area** - A chamber in the equipment decontamination enclosure located between the washroom and an uncontaminated area. The holding area comprises an airlock.

**MSDS** - Material Safety Data Sheet.

**Movable object** - A piece of equipment or furniture in the work area that can be removed from the work area.

**NESHAPS** - The National Emission Standards for Hazardous Air Pollutants (40 CFR Part 61).

**NIOSH** - The National Institute of Occupational Safety and Health, CDC - NIOSH, Building J N.E. Room 3007, Atlanta, GA 30333

**NIOSH 7400 Method** - Asbestos Air Sampling Methodology performed by Phase Contrast Microscopy

## J.1 Sample Task Statement of Work

**NIOSH 7402 Method** - Asbestos Air Sampling Methodology performed by Transmission Electron Microscopy (TEM).

**OSHA** - The Occupational Safety and Health Administration, 200 Constitution Avenue, Washington, D.C. 20210

**Outside air** - The air outside buildings and structures (ambient air).

**Plasticize (poly)** - To cover floors and walls with plastic sheeting as herein specified (6 mil).

**Prior experience** - Experience required of the contractor on asbestos projects of similar nature and scope of the USACE job. This is to ensure capability of performing the asbestos abatement in a satisfactory manner. Similarities addressed shall be in areas related to material composition, project size, abatement methods required, number of employees and the engineering, work practice and personal protection controls required.

**Removal** - The stripping of any asbestos containing materials from surfaces or components of a facility.

**Shower room** - A room between the clean room and the equipment room in the worker decontamination enclosure with hot and cold or warm running water controllable at the tap and suitably arranged for complete showering during decontamination.

**Splash guards** – A protective wall barrier consisting of 6-mil polyethylene sheeting that extends upward from the floor 48 inches.

**Staging area** - Either the holding area or some area near the waste transfer airlock where containerized asbestos waste has been placed prior to removal from the work area.

**Structural member** - Any load-supporting member of a facility, such as beams and load-supporting walls or any non-load-supporting member, such as ceilings and non-load-supporting walls.

**Surfactant** - A chemical wetting agent added to water to improve penetration.

**USACE** - US Army Corps of Engineers

**Visible emissions** - Any emissions-containing particulate asbestos material that are visually detectable without the aid of instruments. This does not include condensed uncombined water vapor.

**Waste transfer airlock** - A dual chamber decontamination system utilized for transferring containerized waste from inside to outside of the work area.

**Wet cleaning** - The process of eliminating asbestos contamination from building surfaces and objects by using cloths, mops, or other cleaning utensils which have been dampened with water and afterwards thoroughly decontaminated or disposed of as asbestos contaminated waste.

**Work area** - Designated rooms, spaces, or areas of the project in which asbestos abatement actions are to be undertaken or which may become contaminated as a result of such abatement actions. A contained work area is a work area that has been sealed, plasticized, and equipped with Air Filtration Devices and a decontamination enclosure system. A non-contained work area is an isolated or controlled-access work area that has not been plasticized nor equipped with a decontamination enclosure system.

J.1 Sample Task Statement of Work

**2.0 Scope of Work**

The work specified herein shall be the removal of asbestos-containing materials by a competent person trained, knowledgeable and qualified/certified in the techniques of abatement, handling and disposal of asbestos-containing and contaminated materials. Subsequent cleaning of contaminated areas will comply with all applicable federal/local regulations, and this Work Plan.

The Contractor shall supply all labor, materials, services, insurance, permits and equipment necessary to carry out the work in accordance with all applicable federal, state and local regulations and these specifications.

**Contractor will be responsible for removal of any friable asbestos containing material which is found within the work area, as part of this project. Friable asbestos, if encountered, will be removed using the existing engineering controls already in place, glovebag methods, and/or mini-containments.**

The scope of work for this specification is to address the asbestos-containing materials found at **ABC ELEMENTARY SCHOOL**. The scope of work for this project includes the following:

**IAW AHERA REGULATIONS- Construction of a Negative Pressure Enclosure (NPE) for the items listed below:**

SPRAYED-ON DUCT INSULATION AND CEILING TILE REMOVAL 6 CLASSROOMS AND 1 HALL

SPRAYED-ON DUCT INSULATION AND PLASTER CEILING REMOVAL IN 2 STAIRWELLS , 2 CLOSETS, 1 BOOK ROOM, 1 REST ROOM, 1 TEACHER LOUNGE

The approximate quantities of asbestos containing materials are as follows (Quantities provided are estimates):

<b>SPRAYED-ON INSULATION (HA# 075):</b>	<b>3000 SQUARE FEET</b>
<b>CEILING TILE</b>	<b>2600 SQUARE FEET</b>
<b>PLASTER CEILING</b>	<b>1200 SQUARE FEET</b>

**Engineering Control:** Full negative pressure enclosure will be utilized and will involve full poly cover of all critical barriers. Negative pressure within the containment will be a minimum of  $-0.02''$  W/C, and 4 air changes per hour. Wet methods will be utilized at all times. No dust will be generated during the removal process. Control measures, cleaning, and post gross removal procedures will conform with AHERA guidelines. Ladders and/or scaffolding will be required for removal.

## J.1 Sample Task Statement of Work

### **Additional Requirements:**

All replacement materials will be in compliance with applicable codes and specifications.

Note: The asbestos abatement contractor and replacement subcontractor (if used) are required to visit the project site for purposes of project estimation. The contractor will be responsible for obtaining actual quantities of asbestos to be removed, surfaces to be cleaned, and project setup particulars. Quantities noted above are estimates only, and should not be used as substitute for mandatory site visit for project price estimation purposes.

### **Requirements and Phasing:**

- \$ Contractor will isolate and contain the area of work. Critical barriers will be placed over all entrances and penetrations.
- \$ Contractor will coordinate to shut applicable building systems (boilers, HVAC Systems, etc.), and lock-out and tag out of all electrical systems within the work area.
- \$ Work will begin with pre-cleaning of the staging area. The staging area will be controlled by installing barriers or barrier tape.
- \$ A three stage decontamination facility will be installed at the entrance of each work area. The decon must be functional AT ALL TIMES while abatement is underway. Water to decon must be available without interruption. Water to Decon can not be used as supply for dust control purposes.
- \$ Adequate primary Air Filtration Devices (AFD) to ensure a minimum of 0.02 inches of water pressure differential and four air changes per hour will be installed.
- \$ Backup AFDs will be installed, one backup for every four primary AFDs.
- \$ All abatement work shall be in full compliance with AHERA procedures, using a Full Containment /Negative Pressure Enclosure. All removal will be performed using wet methods. All waste will be bagged immediately after removal.
- \$ Once negative pressure is achieved, asbestos abatement will begin.
- \$ Asbestos will be removed in an intact state using wet methods.
- \$ The industrial hygienist will conduct final visual inspection and direct encapsulation of the work area upon acceptance. All dust, debris, and dirt on floors and horizontal surfaces within the work area are presumed to contain asbestos / be contaminated with asbestos. No visible dust or debris may remain in the work area. This will require removal of all dust, debris, etc. from walls, ceiling and floor surfaces within the work area.
- \$ Aggressive AHERA TEM clearance will be conducted.
- \$ All abatement activities will be conducted after School hours.

## J.1 Sample Task Statement of Work

### 2.1 Work Schedule

The asbestos abatement contractor will provide sufficient number of workers so that the work may be completed expeditiously and in accordance with the contract. Work must be complete so that final air samples are below 70 structures per square millimeter by aggressive TEM.

### 2.2 Applicable Standards and Guidelines

#### 2.2.1 General Requirements

The most recent editions of all Federal, State, and Local relevant regulations, standards, documents or codes shall be in effect. When conflict among the requirements or with these specifications exists, the most stringent requirements shall be utilized.

Work shall begin as soon as practical after the awarding of the contract and receipt of the necessary permits by the Contractor. The contractor is expected to follow all health and safety procedures required by IT Corporation. The abatement site supervisor shall speak English.

#### 2.2.2 Specific Requirements

The Contractor shall follow the appropriate regulations included in the following:

- § Occupational Safety and Health Administration (OSHA) Title 29 Code of Federal Regulations Section 1926.1101 - Construction Standard for Asbestos.
- § Title 29 Code of Federal Regulations Section 1910.134 - General Industry Standard for Respiratory Protection (Final Rule).
- § Title 29 Code of Federal Regulations Section 1926 Construction Industry.
- § Title 29 Code of Federal Regulations Section 1910.20 Access to Employee Exposure and Medical Records.
- § Title 29 Code of Federal Regulations Section 1910.1200 Hazard Communication.
- § Title 29 Code of Federal Regulations Section 1910.1001 and 1926.1101.
- § Environmental Protection Agency (EPA)
- § Title 40 Code of Federal Regulations Part 61 Subparts A and M (Revised Subpart B) National Emission Standard for Asbestos.
- § USACE EM385-1-1
- § All District of Columbia Safety Codes, Labor Codes, rules and regulations, unless otherwise instructed by IT or the USACE.
- § In addition, as required by the USACE, the USACE-Baltimore District must receive a copy of the waste manifest within 10 days of receipt.

### **3.0 Submittals and Notices**

#### **Abatement Contractor will:**

- < Submit written documentation of filter replacements for HEPA vacuums and negative pressure ventilation units demonstrating that new filters have been installed prior to the start of work. Submit documentation of functioning status of negative pressure ventilation units and recorded actual CFM capability.
- < Submit documentation of respirator fit testing of all Contractor employees and agents who must enter the work area. This fit-testing shall be in accordance with qualitative procedures as detailed in the OSHA Asbestos Standard 29 CFR 1910.1001 Appendix C Qualitative Fit Test Protocol or be quantitative in nature. This shall be done twice a year unless noted otherwise. Submit copies of all training records/licenses and copies of medical records for those individuals working on this project.
- < Submit written notification in accordance with 40 CFR Part 61.146 of Subpart M, to the appropriate State or Federal air pollution control agency responsible for the enforcement of the National Emission Standard for Asbestos. The Notification must be sent at least ten (10) days prior to the commencement of any on-site project activity when the project involves greater than 260 linear feet of pipe insulation or 160 square feet of sprayed, troweled or otherwise applied material or covering.
- < During Abatement Activities, Contractor shall submit logs documenting; workers entering and exiting containment area(s), filter changes on HEPA vacuums, negative pressure within containment, and other engineering controls. Also Post Contractor's District of Columbia Certification.

#### **USACE and IT Corporation will, prior to commencement of work:**

- < Notify site personnel of the arrangements. These arrangements must be made prior to start to avoid unauthorized access into the work area. (Note: Notification of all area occupants and users is required in order to prevent unnecessary or unauthorized access to the contaminated work area).
- < Provide the Contractor information concerning access, line and equipment clearing, and protection requirements of certain equipment and systems in the work area.
- < Water and electricity will be available to the abatement contractor. Contractor must modify water and power sources as necessary to meet applicable construction codes for work.

## J.1 Sample Task Statement of Work

### **4.0 Asbestos Work Area Security**

The work area is to be restricted to authorized, trained, and protected personnel only. These may include the contractor's employees, employees of subcontractors, District and local inspectors and any other designated individuals. A list of authorized personnel shall be established prior to job start and posted with the IT Corp's site safety representatives.

Entry into the work area by unauthorized individuals shall be reported immediately to the IT Representative or Air Monitoring Technician.

Access to containment work areas shall be through a single worker decontamination system located at a designated area at the worksite. All other means of access shall be blocked so as to prevent entry to or exit from the work area. The only exceptions to this rule are: the waste pass-out airlock which shall be sealed except during the removal of contained asbestos waste from the work area, and emergency exits in case of fire or accident. Emergency exits shall be sealed with polyethylene sheeting and tape until needed.

IT shall have control of site security during abatement operations whenever possible, in order to protect work efforts and equipment.

If a problem occurs, the contractor will notify the IT/USACE representatives immediately.

### **5.0 Materials**

#### **5.1 General Materials**

The Contractor will supply MSDS's on all encapsulant additives or other chemicals used in this abatement project.

Polyethylene sheeting for walls, stationary objects and Critical Barriers will be a minimum of 6-mil thick.

Method of attaching polyethylene sheeting will be agreed upon in advance by the Contractor and IT Representative(s). Method of attachment may include any combination of duct tape or other waterproof tape, furring strips, staples, nails, screws or other effective procedures capable of sealing adjacent sheets of polyethylene and capable of sealing polyethylene to dissimilar finished or unfinished surfaces under both wet and dry conditions (including the use of amended water).

Adhesives must be free of methylene chloride.

Polyethylene sheeting utilized for worker decontamination enclosure will be clear in color, except showers and change rooms.

Disposal bags will be of 6-mil polyethylene, pre-printed with labels as required by EPA regulation 40 CFR 61.152(b)(I)(iv).

Enclosed and locked dumpster for asbestos material. Stick-on labels as per EPA or OSHA requirements and warning signs and barrier tape as required.

Surfactant (wetting agent) will be a 50/50 mixture of polyoxyethylene ether and polyoxyethylene ester, or equivalent, mixed in a proportion of 1 fluid ounce to 5 gallons of water or as specified by manufacturer. (An equivalent surfactant will be understood to mean a material with a surface tension of 29 dynes/cm as tested in its properly mixed concentration, using ASTM method D1331-56-"Surface and Interfacial Tension of Solutions of Surface Active Agents".)

Encapsulation materials will be approved by IT. Encapsulants will not be solvent-based or utilize a vehicle (the liquid in which the solid parts of the encapsulant are suspended) consisting of hydrocarbons. Encapsulants will not be flammable. Encapsulant may be tinted to distinguish between the encapsulant being applied and the surface to which it is being applied.

## J.1 Sample Task Statement of Work

Chemical strippers will be approved by IT. Strippers will not be flammable. Strippers will not contain methylene chloride MSDS's must be submitted prior to use.

### 5.2 General Equipment and Personal and Respiratory Protection

All equipment that arrives on the job site must be free of visible asbestos-containing debris or must be kept double-bagged until the containment has been completed, is under negative pressure, and the decontamination unit is in place. Water will be available, Electricity will be available. The abatement contractor is responsible for providing electrical hook-up.

The contractor will provide NIOSH approved respiratory protection to all workers and all official representatives of the state or other governmental entity. Respirators used during removal will be Full/Face PAPR. Respirators will be in compliance with OSHA Regulation 29 CFR 1910.1001(d) and appropriate for the level of fibers found in the Work Area as required by 29 CFR 1910.1001(d)(2). Single use, disposable and quarter face respirators will not be allowed during the removal for any reason.

All respiratory protection will be provided to workers in accordance with the Contractor's written respiratory protection program, which includes all items in OSHA 29 CFR 1910.134(b) (1-11). This program will be posted in the clean room of the worker decontamination enclosure system.

Workers will be provided with personally issued, individually identified (marked with waterproof designations) respirators. No one wearing facial hair that interferes with proper fit will be permitted to don a respirator and enter the work area. Additional respirators (minimum of 2 of each type) and training on their donning and use must be available at the work site for authorized visitors who may be required to enter the work area. Also, half-face respirators must be available, for possible use during preparation of the Work Area.

If half-face respirators are to be used during preparation of the Work Area, the Contractor must supply a sufficient quantity of NIOSH approved HEPA type P100 filters so that the workers may change filters each time they exit the Work Area. Respirators must be wet rinsed and filters discarded each time a worker leaves the Work Area. Store respirators and filters at the job site in the clean room and protect from exposure to asbestos prior to their reuse. Full body disposable protective clothing, including head, body and foot coverings (unless using footwear as described below) consisting of material impenetrable by asbestos fibers (Tyvek or equivalent) will be provided to all workers and authorized visitors in sizes adequate to accommodate movement without tearing.

Additional safety equipment (e.g., hard hats meeting the requirements of ANSI Standard Z89.1-1981, eye protection meeting the requirements of ANSI Standard Z87.1-1979, disposable PVC gloves), as necessary, will be provided to all workers and authorized visitors.

Disposable clothing shall be adequately sealed to footwear to prevent body contamination.

If launderable clothing is to be worn underneath disposable protective clothing, it will meet or be in accordance with 29 CFR 1910.1001.

A sufficient supply of disposable mops, rags and sponges for work area decontamination will be available by the Contractor.

#### **During removal, the Contractor is responsible for providing the following:**

Equip all circuits with Ground-Fault Circuit Interrupters (GFCI).

A manometer, with a paper printout, will be operational to ensure that negative pressure is maintained at or above 0.02 inches of water.

A sufficient supply of ladders, lifts and hand tools (e.g. scrapers, wire cutters, brushes, utility knives, wire saws, etc.). If scaffolds are to be used, proper fall protection training following all Federal, State and Local regulations will be required.

## J.1 Sample Task Statement of Work

Sprayers with pumps capable of providing 20 pounds per square inch (psi) at the nozzle tip at flow rate of 2 gallons per minute for spraying amended water.

Rubber dustpans and squeegees will be provided by the Contractor.

Brushes utilized for removing loose asbestos-containing material may have nylon fiber or metal bristles.

A sufficient supply of HEPA filtered vacuum systems will be available during cleanup.

Encapsulants will be sprayed using airless spray equipment. Nozzle pressure should be adjustable within the 400 to 1500-psi ranges. (This would be based on the encapsulant's viscosity and solids content. Tip size will also be specified based on manufacturer's recommendations.)

Encapsulant will be applied to all abated surfaces and facility components.

## 6.0 Removal Procedures and Detailed Specification

Removal methods must comply with all applicable Federal, State and Local Regulations. Removal of the various asbestos-containing and/or asbestos-contaminated materials will be performed by the following abatement methods:

Removal of asbestos-containing materials located within the Work Area will be performed inside a Negative Pressure Enclosure (NPE), erected in conformance with AHERA and OSHA regulations. The Contractor shall use engineering controls that will minimize fiber release. Critical barriers, such as vents, doors, windows, and ceiling penetrations will be covered with two layers of 6-mil polyethylene sheeting. Critical barriers or openings exceeding 32 square feet must be reinforced with 2x4s that are placed 16 inches on center. All floor surfaces, and fixed/non-fixed items to remain in the work area will be protected with 2 layers of polyethylene sheeting. The containment for the Work Area will have a three-chamber decontamination unit containing a dirty room, shower room, and a clean room. The decontamination unit will be located within the main entrance to the room.

Movable room furnishings and items, located within the work area, will be stored elsewhere, as specified by DCPS.

Full time dust control with use of airless type sprayers is mandatory. Removal of water buildup is required, full time during use of sprayers.

The scope of asbestos work exceeds NESHAP quantities, and therefore will be cleared using Transmission Electron Microscopy (TEM) and aggressive sampling techniques. No visible dust may remain within asbestos control areas.

### 6.1 Preparation

In the work areas the contractor shall post caution signs meeting the specifications of OSHA 29 CAR 1910.1001 (j)(1)(ii) at all locations and approaches to locations where airborne concentrations of asbestos may exceed ambient background levels. Signs shall be posted at a distance sufficiently far away from the work area to permit an employee to read the sign and take the necessary protective measures to avoid exposure. Additional signs may need to be posted following construction of workplace enclosure barriers. **Signs will be in both Spanish and English.** Prior to preparation, all HVAC units or fans associated with the work area must be shut-off, locked and tagged.

### 6.2 Negative Pressure

The Contractor will install sufficient primary HEPA filtered Air Filtration Devices (AFD) to allow one complete air exchange every 15 minutes, as well as maintain a minimum -0.02 inches of water, negative pressure within the containment, until the decontamination of the Work Areas are complete. The Contractor will have backup AFDs within the Area containments in case of equipment failure. Provide backup AFDs in sufficient quantity to draw approximately 25% of the overall negative pressure requirement (1 backup for every 4 primary AFDs in use). The AFD units will be strategically placed to provide air movement and filtration throughout the Work Area. All AFD exhaust tubing will exit outside the School. Exhausting of Air Filtration Devices will not be allowed within the School.

Pre-filters on all operating AFDs will be replaced at the beginning and end of each shift. All AFD units brought on-site must have new intermediate filters prior to beginning the abatement. Air Filtration Device HEPA filters must not have more than 1200 hours of operations. A new HEPA filter is required if filter operations exceed 1200 hours. An AFD unit Log Book must be kept on-site for each AFD.

The Contractor is responsible for determining the proper number of Air Filtration Devices required for the Area contaminants in order to successfully achieve a minimum of one air change every 15 minutes. Dimensions and calculations will be delivered and approved by IT CORP. prior to abatement. This must be done by determining the volume of the Work Area in cubic feet by multiplying the floor area (SF) by the floor to ceiling (deck) height. Determine the total ventilation requirement in cubic feet per minute (CFM) for the Work Area by dividing this volume by the air change rate (15 minutes). Increase the result by 25% to compensate for vertical shafts, etc. Determine the number of negative air machines needed to achieve a 15 minute change rate by dividing the ventilation requirement (CFM) by the capacity of exhaust units used. The capacity of a unit for purposes of this scope will be the capacity in cubic feet per minute with fully loaded filters, roughly 85% of the units rated CFM.

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Where required for proper air flow, provide openings in the perimeter enclosures that allow air from outside into the Work Area. Locate make-up air inlets as far as possible from the exhaust units. Either install HEPA-filtered make-up air inlets at openings or cover openings with flaps designed to reseal automatically if the negative pressure system should shut down for any reason. Location and design of make-up air inlets must be approved by Owner's Representative.

### 6.3 Decontamination Unit

Required decontamination units for each work area comprising the decontamination unit and their usage shall be as follows:

Clean Room: In this room persons remove and leave all street clothes and put on clean disposable coveralls. Approved respiratory protection equipment is stored in this area. The floor of the clean room must be kept dry at all times. At the end of each shift, the room must be cleaned using wet rags. No asbestos-containing materials are allowed in this room. **THIS IS NOT A CONTAMINATED AREA.**

Shower Room-Provide a completely watertight operational shower to be used by cleanly dressed workers heading for the work area from the clean room or for showering workers headed out of the work area after undressing in the equipment room. Shower must be constructed so that water leakage is minimized. Any leaking water must be cleaned immediately. Showers must be equipped with hot and cold running water, soap, a sufficient supply of disposal towels for the number of workers at the site. Arrange water shut off and drain pump operation controls so that a single individual can shower without assistance from either inside or outside the work area. **DECON FACILITY SHOWER MUST BE FUNCTIONAL AT ALL TIMES DURING WORK SHIFT HOURS. WATER SOURCE FOR DECON WILL NOT BE THE SAME AS THAT FOR SUPPLYING WATER FOR DUST CONTROL. ENSURE WATER SOURCE IS TURNED OFF AT THE END OF EACH SHIFT.**

Equipment Room: This is an area where workers coming out of or from a work area can undress out of PPE before proceeding into the clean room. This room is not intended for storage of asbestos contaminated materials and should be kept clean at all times. This room is to be cleaned at the end of each shift and when dirty using wet methods. **THIS IS A CONTAMINATED AREA.**

The contractor will control access to the work site by maintaining a daily log of personnel entering the work area, including abatement workers and their start/stop time. At no time should unauthorized personnel be allowed to enter the Work Area.

Assure that all persons, including workers and authorized visitors, entering the Work Area observe the following work area entry and exit procedures).

### 6.4 Workplace Entry and Exit Procedures

All workers and authorized personnel will enter the work area through the worker decontamination enclosure system in full containment procedures.

All personnel, before entering the work area, will read and be familiar with all posted regulations, personal protection requirements (including workplace entry and exit procedures) and emergency procedures. A sign-off sheet will be used to acknowledge that these have been reviewed and understood by all personnel prior to entry.

All personnel will proceed first to the designated clean area, remove all street clothes and appropriately don respiratory protection (as deemed adequate for the job conditions), two sets of disposable coveralls, including head covering and foot covering. Eye protection and gloves will also be utilized. Clean respirators and protective clothing will be provided and utilized by each person for each separate entry into the work area.

Before leaving the work area all personnel will remove gross contamination from the outside of respirators and protective clothing by brushing and/or wet wiping procedures. (Small HEPA vacuums with brush attachments may be utilized for this purpose; however, larger machines may tear the suits.)

## J.1 Sample Task Statement of Work

Reusable, contaminated footwear will be stored in the work area. Upon completion of abatement it will be disposed of as asbestos contaminated waste. (Rubber boots may be decontaminated at the completion of the abatement for reuse.)

After removing the disposable clothing and still wearing respirators, personnel will proceed to the Contractor's equipment room, clean the outside of the respirators and the exposed face area with wet towels prior to proceeding to the shower room. The worker will clean the outside of the respirators and the exposed face area under running water prior to removal of respirator and shower and shampoo to remove residual asbestos contamination. The residual asbestos waste from the shower will be filtered through a 5 micron filter before discharging.

After showering and drying off, proceed into the clean room . Once in the clean room, don clean disposable (and/or launder able) clothing if there will be later re-entry into the work area or street clothes if it is the end of the work shift.

In the case of one-stage decontamination units, workers shall remove the outer disposable clothing and wipe off any debris using wet disposable rags before proceeding to the clean room where they shall remove respirators and change in to street clothes or a clean disposable suit.

These procedures shall be posted in the work area.

### **6.5 Waste container pass-out procedures**

Asbestos-contaminated waste that has been containerized and/or 6-mil bagged shall be transported out of the work area through the load-out section of the decontamination unit. Waste will be double bagged and "gooseneck sealed".

Wearing appropriate protective clothing and respirators, bags will be properly labeled (bags, drums, or wrapped components) and cleaned using HEPA vacuums and wet wiping techniques and transported out of the work area.

Waste pass-out will not take place during school hours in areas where students, teachers or visitors are present or have access.

### **6.6 Training**

Prior to commencement of abatement activities, all personnel who will be required to enter the work area or handle containerized asbestos-containing materials must have received adequate training in accordance with this document. This training will include the EPA AHERA Asbestos Abatement Work and/or Abatement Supervisor's Licenses. These individuals must have a District of Columbia Asbestos Abatement Photo Identification License with them at all times. These licenses will be collected daily from the Air Monitoring Representative or IT Corp on-site personnel. Copies of all training documents must be submitted to IT Corp prior to the start of the project.

Training in emergency response and evacuation procedures shall be provided.

The Contractor's supervisor and the IT Corp Air Monitoring Technician will conduct safety meetings with abatement workers, prior to each shift.

### **6.7 Sequencing of Work in Areas**

The following sequence of work will be necessary for this project:

- § Pre-clean, as required, the staging area, and area where the 3 stage decontamination facility will be located.
- § Set up three-stage decontamination units at entrance to the Work Area(s).
- § Remove all movable items from the work area. Protect fixed objects.

## J.1 Sample Task Statement of Work

- \$ Clean and seal critical barriers to the Work Area(s) and place 2 layers of 6-mil polyethylene sheeting over all objects to remain in the work area.
- \$ Establish negative pressure within the Work Areas.
- \$ Pre-clean the work area.
- \$ Remove ACBM intact, placing waste directly into waste containers. "Goose Neck Seal" each disposal bag. Place generator labels on each bag of waste. Remove waste containers to interim storage daily. If interim storage facility is on site, ensure storage facility is lockable, with caution signs meeting the specifications of OSHA 29 CAR 1910.1001 (j)(1)(ii) posted on all sides.
- \$ Remove additional friable asbestos, if encountered.
- \$ Remove all remaining asbestos / asbestos contaminated waste from the work area.
- \$ Clean containment barriers, and upon approval of the industrial hygienist, remove working layer.
- \$ Thoroughly encapsulate Work Areas after visual clearance and allow to dry.
- \$ Conduct clearance monitoring in each of the Work Areas using TEM clearance criteria.
- \$ Remove Work Area containment when clearance criteria have been met.

## 6.8 Clean-up Procedure

Remove and containerize all visible accumulations of asbestos containing material and asbestos contaminated debris utilizing rubber dust pans and rubber squeegees to move material around.

Decontaminate all tools and equipment and remove at the appropriate time in the cleaning sequence. When gross removal and fine cleaning is completed, the abatement contractor will notify the air-monitoring firm that a final visual inspection (pre-sealant inspection) is requested. The air monitoring technician and/or IT inspectors will inspect the work area to insure that all gross asbestos-containing materials and debris have been removed. Once the visual inspection is completed, approval to begin encapsulation (lock-down paint) will be given. Once the encapsulant paint is given adequate time to dry (approximately 24 hours), final clearance air samples will be collected.

Following the satisfactory completion of clearance air monitoring, remaining barriers may be removed and properly disposed.

## 6.9 Disposal Procedures

As the work progresses, to prevent exceeding available storage capacity on site, sealed and labeled containers of asbestos containing waste shall be removed and transported to an approved asbestos interim storage area. Cross-contaminated components will also be treated as asbestos-containing materials. All asbestos-containing waste must be kept adequately wet in accordance with 40 CFR 61-SUBPART M. The waste material will be double-bagged in labeled 6-mil polyethylene bags and placed in a Dumpster lined with two-layers of 6-mil polyethylene sheeting. The interior of the container shall be lined with two layers of 6-mil polyethylene sheeting on the walls and floor.

The contractor will be responsible for transporting and disposing of all ACM waste at an approved landfill, following all regulations of transport. Asbestos warning signs will be posted on the exterior of all dumpsters. The dumpster must be lockable and locked at all times. The waste will be shipped and disposed in an EPA-approved landfill that accepts asbestos. The abatement contractor will provide a copy of the waste manifest to the USACE/IT within 10 days of receipt. The abatement contractor will sign the manifest on behalf of the building owner. The

## J.1 Sample Task Statement of Work

abatement contractor will strictly adhere to all applicable packaging, labeling and Department of Transportation hauling regulations and requirements.

## 7.0 Air Monitoring and Quality Control

The purpose of air monitoring and quality control is to observe all asbestos-related work, interpret procedures and enforce all provisions of this specification pertaining to the removal of asbestos-containing materials. Stop work will occur if in the opinion of the IT and the USACE site safety personnel representatives that there is any nonconformance of or substantial variations with these specifications which has not been approved in writing by the IT/USACE representatives. Work shall not resume until corrective measures have been carried out. An independent industrial hygienist-consulting firm will perform the air monitoring and abatement oversight. An "Industrial Hygienist" under the direction of a Certified Industrial Hygienist will be responsible for testing the integrity of the containment for tightness using smoke tubes procedures prior to the removal of asbestos. The Industrial Hygienist or Air Monitoring Technician will have the authority to stop work immediately based on elevated fiber readings, breeches in the containment or un-approved work practices. The Industrial Hygienist must contact IT and the Contracting Officer Representative should this occur. The Industrial Hygienist is also responsible for the collection of daily and final air samples, and determining if the areas can be reoccupied. The abatement contractor will incur all cost associated with re-cleaning the area in the event that the final air samples do not meet AHERA clearance criteria.

Nothing in this work plan will be inferred to transfer the contractor's responsibility for a thorough and safe job to IT or the USACE.

The intent of this specification is to ensure work is performed in accordance with the Asbestos Hazard Emergency Response Act Regulations. Nothing in this work plan will be inferred to transfer the contractor's responsibility to comply with Asbestos Hazard Emergency Response Act (AHERA), OSHA, or District of Columbia Regulations.

Air monitoring will be conducted throughout the project by IT Corp's Air Monitoring Contractor who will report directly to IT Corporation.

The Asbestos Abatement Contractor will cooperate fully with all aspects of air monitoring and quality assurance inspection operations.

### 7.1 During Removal

During removal, sampling will be conducted inside the work area, outside each work area, at critical barriers, and remotely within adjacent occupied areas. Two of these daily samples shall be taken at the negative air exhaust. Additional sampling may be performed at the discretion of IT, the IT Air Monitoring Contractor, and the USACE. All sampling will be performed by Phase Contrast Microscopy in accordance with NIOSH Method 7400.

If possible, samples will be located at the entrance of decontamination unit, near exhaust tubing and the perimeter of the work area. A least one daily air sample will be collected inside the containment. Turnaround time for PCM daily perimeter air samples will be same day, during shift work, and directly upon completion of each work shift.

Should daily perimeter air samples exceed the asbestos abatement clearance level of 0.01 f/cc by Phase Contrast Microscopy (PCM), work will stop and engineering controls (e.g., increase use of amended water, increase negative air, etc.) will be re-evaluated. Samples that exceed the abatement clearance level of 0.01 f/cc by PCM may be re-analyzed by NIOSH 7402 TEM. Should TEM samples exceed 0.01 asbestos fibers per cubic centimeter, then all work will stop until the source of airborne asbestos fibers is determined. If the source is not determined, work will not begin until additional air samples are below 0.01 asbestos fibers per cubic centimeter. Should elevated levels inside the work area exceed the half face air purifying respirator level of protection of 10 x (1 fibers per cubic centimeter) of the OSHA PEL of 0.1 f/cc, then an increase in the level of protection will be considered. This decision to increase the level of protection will be made by IT Corp's Certified Industrial Hygienist (CIH) for this project.

## J.1 Sample Task Statement of Work

### **Post Removal and Clearance Air Monitoring**

Following the completion of clean-up operations, the Contractor shall notify the on site air monitoring representative that work area(s) is/are ready for a final visual inspection. After visual inspection approval by the on site air monitor and the IT Corp. QC representative, contractor will encapsulate the entire work area. Once encapsulant is dry, clearance air monitoring to sample the air in the work area for airborne fiber concentrations may be performed. The air sampling shall be conducted using the appropriate number of sampling pumps calibrated at a flow rate of at least five and not more than ten liters per minute using collection media and procedures in accordance with AHERA.

Work Area clearance air samples shall be analyzed by Transmission Electron Microscopy via the AHERA Method, by an independent third party laboratory that is NVLAP accredited. Final clearance air sampling will be performed by aggressive methods. Fans or leaf-blowers will be used to mix the air during sampling and simulate activity within the containment while pumps are operating. In accordance with AHERA, five samples will be collected within the containment and five samples collected outside containment. Three field blanks will also be collected. One field blank will be temporarily opened within the dirty room and one field blanks will be temporarily opened within the clean room of the decontamination unit. The final field blank (cassette) will not be opened.

All samples at all locations shall indicate concentrations of airborne fibers less than 70 structures per square millimeter. If airborne fiber concentrations exceed 70 structures per square millimeter, then the average concentration of those re-occupancy samples will be calculated and must be less than 70 structures per square millimeter.

### **7.3 Asbestos Abatement Contractor OSHA Monitoring**

The abatement contractor shall be responsible for performing daily OSHA air sampling in accordance with 29CFR1926.1101. Sample results will be posted at the Work Areas within 24 hours.

**APPENDIX A  
SITE DRAWING**

J.1 Sample Task Statement of Work

**APPENDIX B**  
**AHERA PROJECT DESIGNER CERTIFICATION**

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

<p>1. Type of Federal Action:</p> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<p>2. Status of Federal Action:</p> <input type="checkbox"/> a. bid /offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post award	<p>3. Report Type:</p> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____  date of last report _____
<p>4. Name and Address of Reporting Entry:</p> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known:	<p>5. If Reporting Entry in No. 4 is Subawardee, Enter Name and Address of Prime:</p>   Congressional District, if known:	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p>  CFDA Number, if applicable: _____	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p style="text-align: center;">\$ _____</p>	
<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p> <p style="text-align: center;">(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p> <p style="text-align: center;">(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____ <input type="checkbox"/> actual    <input type="checkbox"/> planned</p> <hr/>	<p>13. Type of Payment (check all that apply):</p> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
<p>12. Form of Payment (check all that apply):</p> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s) or Member(s) contacted, for Payment Indicate in Item 11:</p> <p style="text-align: center;">(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached:    <input type="checkbox"/> Yes      <input type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		<p><b>Signature:</b> _____</p> <p><b>Print Name:</b> _____</p> <p><b>Title:</b> _____</p> <p><b>Telephone No.:</b> _____    <b>Date:</b> _____</p>
<p><b>Federal Use Only:</b></p>		<p>Authorized for Local Reproduction Standard Form-LLL</p>

**DISCLOSURE OF LOBBYING ACTIVITIES**  
CONTINUATION SHEET

Reporting Entity:

Page 2 of 3

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in items 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxed that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official that sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 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 the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

MINIMUM DATA REQUIRED FOR SUBMISSION  
OF A SUBCONTRACTING PLAN

1. IFB/RFP/Contract Number \_\_\_\_\_  
Company Name \_\_\_\_\_  
President of Co. Name \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Subcontract Administrator Name \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Total Amount of Contract \$ \_\_\_\_\_  
Total Amount to be Subcontracted for Base Year

**(YOU MUST PROJECT \$\$ AND % FOR EACH OPTION and OPTION YEAR, IF APPLICABLE)**

\$ \_\_\_\_\_

Amount to be subcontracted to Small Businesses:

\$ \_\_\_\_\_ and % \_\_\_\_\_

Amount to be subcontracted to Small Disadvantaged Businesses to include Historically Black Colleges and Minority Institutions (HBCU/MI's):

\$ \_\_\_\_\_ and % \_\_\_\_\_

Amount to be subcontracted to Women-Owned Small Businesses:

\$ \_\_\_\_\_ and % \_\_\_\_\_

Amount to be subcontracted to Hubzone Small Business

\$ \_\_\_\_\_ and % \_\_\_\_\_

Amount to be subcontracted to Veteran Owned Small Business:

\$ \_\_\_\_\_ and % \_\_\_\_\_

Business: Amount to be subcontracted to Disabled Veteran Small

\$ \_\_\_\_\_ and % \_\_\_\_\_

2. Policy statement or evidence of company's internal guidance and commitment to all Public Laws regarding small businesses (SB), small disadvantaged businesses (SDB's), including Historically Black Colleges and Universities and Minority Institutions (HBCU/MI's), and women-owned small businesses (WOB's). Demonstration of continuing management interest and involvement in support of these programs.
3. Assurances that efforts to increase SB's, SDB's, HBCU/MI's, WOB's and Hub-zone SB's in active vendor base will be taken.
4. Demonstration of outreach efforts and assurances as to how you will provide assistance to SB's, SDB's, HBCU/MI's, WOB's and Hub-zone SB's.
5. Description of the supplies/services to be subcontracted and planned for SB's, SDB's, HBCU/MI's, WOB's and Hub-zone SB's.
6. Description and assurances of efforts, based on previous experience, how SB, SDB, HBCU/MI and WOB concerns will be able to participate in new acquisitions. Description of efforts to ensure that SB, SDB's, WOB's and Hub-zone SB's' will have an equitable opportunity to participate in this acquisition.
7. Discussion of how percentage floors/goals were developed based on planned subcontracting which is challenging, yet realistic. Separate floors for base years and each option, as well as separate floors for SB's, SDB's, WOB's and Hub-zone SB's.
8. The name of the individual who will administer the subcontracting plan and a description of his/her duties.
9. Assurances that your company will include the required clause entitled "Utilization of Small/Disadvantaged Business Concerns" in all subcontracts in excess of \$1,000,000 for construction and \$500,000 for all others.
10. Assurances that the company will submit all required periodic reports and cooperate in any studies or surveys requested by the Baltimore District, Corps of Engineers.
11. Statement whether indirect costs are included/excluded from the proposed floors, and if included, how they will be pro-rated.
12. A recitation of types of records to demonstrate procedures adopted to comply with requirements and floors set forth in the plan; sources lists, etc.

NOTES:

Subcontracting plans are NOT required from Small Businesses

A subcontracting plan is required from large businesses for construction requirements exceeding \$1,000,000 and all services exceeding \$500,000.

If contract contains "OPTIONS", you are required to provide individual floors/goals for **each** option, option year as well as the base year.

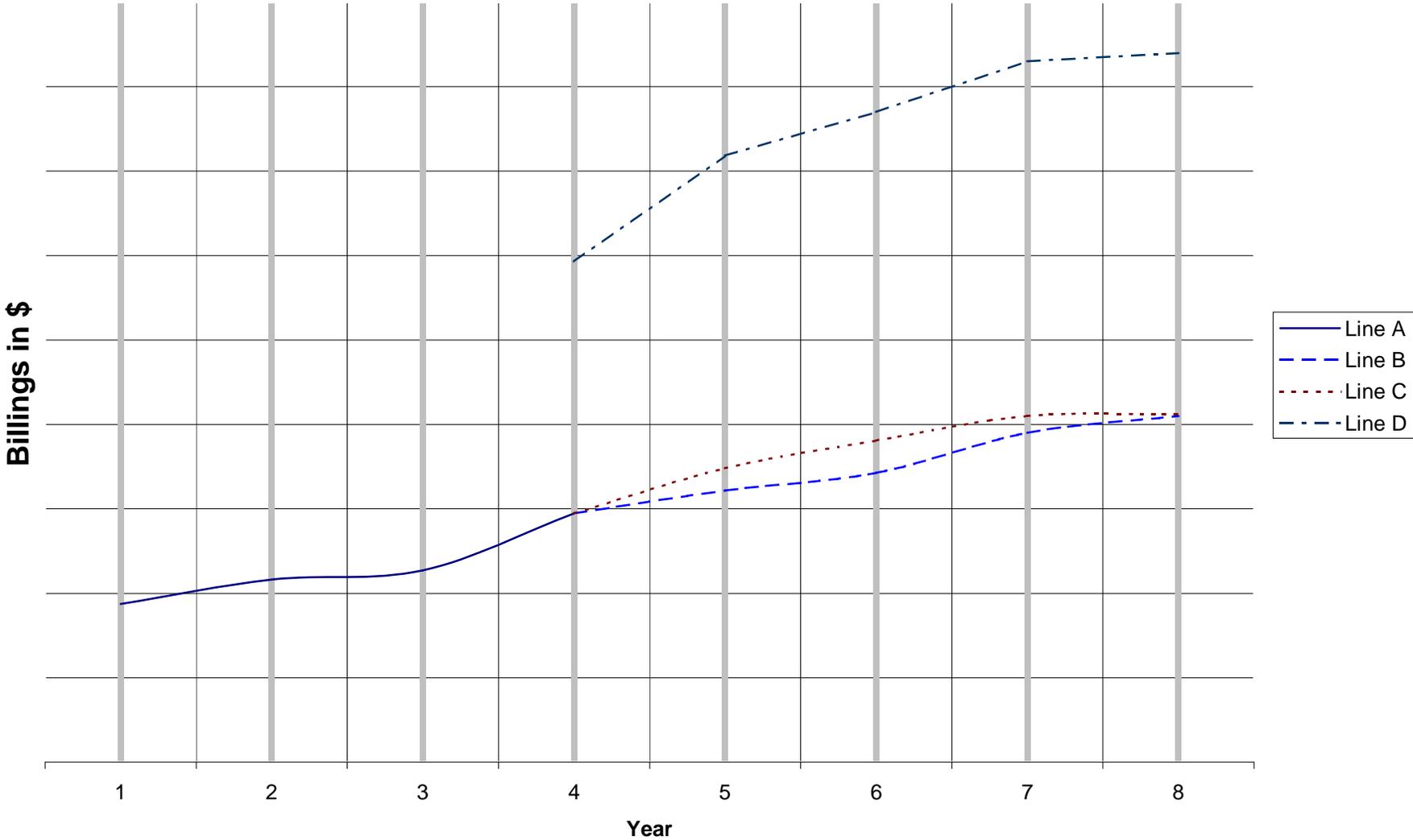
This "Sample Plan" lists the minimum requirements expected. You may refer to FAR 19.704 for additional information. This is a sample plan only.

Revised  
12/01PH





### Offeror Billings Past and Future Projections



## LABOR COST MATRIX INSTRUCTIONS

The following instructions shall be used in providing the information requested.

1. **Column one (Government Category):** The offeror shall list the following:
  - a. Any key positions or identified personnel not listed in Paragraph C.14
  - b. Other personnel that the offeror feels may contribute significantly to the work
2. **Column two (Contractor's equivalent):** The offeror shall list the job title of the personnel which the offeror customarily uses which best matches the description of duties and qualifications listed in Paragraph C.14, Contractor Personnel and Qualifications. For all other submitted personnel the offeror shall provide a job title in this column and may provide an explanatory note describing job duties and qualifications.
3. **Column three (Base Rate):** The offeror shall provide the base labor rate (to be based on direct hourly rate without any mark-ups of any nature being included within the rate).
4. **Column four (Fringe Benefits):** The offeror shall provide the fringe benefit amount (to include payroll taxes, insurance, etc.).
5. **Column five (Subtotal):** The offeror shall provide the sum of columns three and four for each line.
6. **Column six (Home Office):** The offeror shall provide the overhead burden for the labor category for an employee when the normal duty station is the home office.
7. **Column seven (Project Office):** The offeror shall provide the overhead burden for the labor category for an employee when the normal duty station is the project (field) office.
8. **Column eight (G&A):** The offeror shall provide the G&A expense for the labor category.
9. **Column nine (Total Home):** The offeror shall provide the summation of columns 5 plus 6 plus 8.
10. **Column ten (Total Project):** The offeror shall provide the summation of columns 5 plus 7 plus 8.
11. **Column eleven (Note):** The offeror shall provide a reference not number to direct attention to any narrative explanation the offeror wishes to provide.

SAMPLE TASK  
WORK BREAKDOWN STRUCTURE  
INDIVIDUAL WORK ELEMENT  
RESOURCE SCHEDULE AND SUMMARY

The Individual Work Element Resource Schedule and Summary will be submitted as part of the cost proposal covering the Sample Task. However, this attachment will be provided to the technical team to evaluate the planned resources to be utilized in the sample task without having information pertaining to cost.

Instructions for completion of Sample Task Schedule:

**Direct Labor-** List all categories that will be utilized in accomplishing this Sample Task. Add Lines if necessary. Indicate the number of labor hours each labor category (if applicable) will charge to each Work Element and the total hours for the Sample Task.

**Materials-** Provide a listing of materials required for the Sample Task. Indicate the unit of measure, (LN) Linear foot, (TN) ton, (CY) Cubic Yard, etc. Provide the Quantity required for each Work Element (if applicable), and the total for the Sample Task.

**Equipment-** Provide a listing of what type of equipment will be utilized for the Sample Task. Indicate the unit of measure, (HR) Hour, (DY) Day, (WK) Week, (MO), Etc. Provide the Quantity required for each Work Element (if applicable), and the total for the Sample Task.

**Subcontractors-** Identify those functions that will be subcontracted. If additional detail is required, Use a footnote to describe specific units, quantities, and assumptions.

**Travel -** Provide quantities for each Work Element in the Sample Task which travel will be incurred. Units of Measure will include (MI) Mileage, (DAYS) Total per diem days with a footnote indicating the number of personnel. (TRIPS) Commercial carrier, indicate number for each Work Element include a footnote with type and the number of personnel.

## COST SUMMARY SCHEDULE INSTRUCTIONS

The following instruction shall be used in providing the information requested:

1. **Column one (Pure Direct Cost):** is provided by the Government as \$1,000 of direct cost for each line item. Labor costs are provided as a sum of hours worked times the labor rates provided in column 5 of the labor cost information matrix provided under Paragraph L.6.2.A(4). All other costs provided in this column include all applicable sales and use taxes.
2. **Column 2 (Fringe Benefits):** The offeror shall provide the offered fringe benefit rate and the base to which this rate will be applied. The offeror shall apply this rate to the appropriate cost.
3. **Column three (labor Overhead):** The offeror shall provide the offered labor overhead rate and will provide the base to which the rate will be applied. The offeror shall apply this rate to the appropriate cost.
4. **Column four (General and Administrative):** The offeror shall provide the offered materials overhead rate and base to which the rate will be applied. The offeror shall apply this rate to the appropriate cost.
5. **Column five (Materials Overhead Other/Etc.):** The offeror shall provide the offered materials overhead rate and base to which the rate will be applied. The offeror shall apply this rate to the appropriate cost.
6. **Column six (Total):** The offeror shall provide the summation of columns 2 through 5
7. **Column seven (Reference Notes):** The offeror shall provide a reference not number to direct attention to any narrative explanation the offeror wishes to provide.

## Performance Assessment Report

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Interim  Final  Addendum      Period Report:      From:      To:

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### SECTION I

<b>1a. Contractor</b>	<b>2a. Contract Number:</b>
Division:	<b>2b. Modification Number</b>
Street 1:	<b>2c. Del/Task Order No:</b>
Street 2:	<b>2d. Initial Value: \$</b>
Street 3:	(Base + Options)
City:	<b>2e. Current Value: \$</b>
State:	<b>3a. Award Date</b>
Zip:	<b>3b. Completion Date:</b>
Country:	
Place of Performance	
<b>1b. CAGE:</b>	
<b>1c. DUNS:</b>	

### SECTION II

<b>4a. Contractor POC</b>			<b>4b. Gov't Contract Specialist/Administrator</b>		
Last	First	MI	Last	First	MI
Name:					
Position/Title:					
MACOM:					
Street 1:					
Street 2:					
Street 3:					
City:					
State:					
Zip:					
Country:					
Comm:					
DSN:					
Fax Comm:					
Fax DSN:					
Intl. :					
Intl Fax:					
Email:					

**Section III**

5. Method of Contract:  
 Sealed Bid                       Negotiated
6. Type of Contract:  
 FFP             FPR             CC             CPFF             Rqmts  
 FP-EPA        T&M         CPIF         Labor Hour     Agreement  
 FPI             CS             CPAF        ID/IQ         Letter
7. Socio-economic Program:  
 SBSA                       W/O                       Hub Zone                       None  
 HBCU/MI                 SBIR                       SDBSA
8. Competition:  
 Competed Action                       Follow on to Completed Action  
 Not Available for Competition         Not Competed
9. Type of Supply/Service:  
 Commercial                 Non-Developmental Item                 Non-Commercial

**SECTION IV**

10. Business Sector:  
 Space                       Ground Vehicles                       Information Technology  
 Ordnance                 Shipbuilding                       Science & Technology  
 Aircraft                     Other Systems                       Services  
 Training Systems         Operations Support

11.a FSCs:

11.b SICs:

12. Description of Requirement:

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13. Sub-Contractors:

Name:  
Street1:  
Street2:  
Street3:  
City:  
State: Zip:  
Country:  
Description:

Name:  
Street1:  
Street2:  
Street3:  
City:  
State: Zip:  
Country:  
Description:

Name:  
Street1:  
Street2:  
Street3:  
City:  
State: Zip:  
Country:  
Description:

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Ratings:

The following rating standards were used to evaluate the contractor's performance. The following ratings apply to all items in Section V.

**Ratings**

- Exceptional (Dark Blue)
- Very Good (Purple)
- Satisfactory (Green)
- Marginal (Yellow)
- Unsatisfactory (Red)

**SECTION V (All Business Sectors other than Systems)**

- 14.**
  - a.** Quality of Product/Service

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**b.** Schedule

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**c.** Cost Control

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**d.** Business Relations

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**e.** Management of Key Personnel



**For Official Use Only – To be used for deliberative source selection purposes within the Executive Branch and for source selection and other deliberative purposes within DOD**

**17. Contractor Review:**  
Name: Last First MI Position/Title  
Date PAR Sent To Contractor:  
Date Contractor Received PAR: Date of Receipt of Contractor Response:  
Commercial: DSN:  
FAX Comm: FAX DSN:  
International: Int FAX Comm:  
E-Mail Address:  
Comments provided? Yes No If YES, Indicate Number of Pages Attached ( )

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**18. Reviewing Official:**  
Name: Last First MI Date Referred:  
Commercial: DSN:  
FAX Comm: FAX DSN:  
International: Int FAX Comm:  
E-Mail Address:  
Reviewing Official Comments, if applicable: ( ) Number of pages Date of Resolution:

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**19. Source Selection Availability.**  
Date of Final Review: Date PAR entered into PPIMS:

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### Appendix C. Contractor Worker Certification Log

I have read the Site-Specific Health and Safety Plan, I understand the contents, and I agree to abide by its requirements. The below dates document that I have been properly trained, medically monitored, and fit tested for the work that I am to perform. Documents will be placed in the Project Records.					
<b>Supervisor Name</b>		<b>Certification</b>	<b>Certification/</b>	<b>Certification</b>	<b>Certification</b>
<b>Printed</b>	<b>Signature</b>	<b>Type</b>	<b>Exam Date</b>	<b>State</b>	<b>Number</b>
		40- or 8-hr AHERA			
		Supervisor License			
		Physical Exam			
		Respirator Fit Test			
<b>Worker #1 Name</b>		<b>Certification</b>	<b>Certification/</b>	<b>Certification</b>	<b>Certification</b>
<b>Printed</b>	<b>Signature</b>	<b>Type</b>	<b>Exam Date</b>	<b>State</b>	<b>Number</b>
		40- or 8-hr AHERA			
		Asbestos Worker			
		Physical Exam			
		Respirator Fit Test			
<b>Worker #2 Name</b>		<b>Certification</b>	<b>Certification/</b>	<b>Certification</b>	<b>Certification</b>
<b>Printed</b>	<b>Signature</b>	<b>Type</b>	<b>Exam Date</b>	<b>State</b>	<b>Number</b>
		40- or 8-hr AHERA			
		Asbestos			

		Worker			
		Physical Exam			
		Respirator Fit Test			
<b>Worker #3 Name</b>		<b>Certification</b>	<b>Certification/</b>	<b>Certification</b>	<b>Certification</b>
<b>Printed</b>	<b>Signature</b>	<b>Type</b>	<b>Exam Date</b>	<b>State</b>	<b>Number</b>
		40- or 8-hr AHERA			
		Asbestos Worker			
		Physical Exam			
		Respirator Fit Test			
<b>Worker #4 Name</b>		<b>Certification</b>	<b>Certification/</b>	<b>Certification</b>	<b>Certification</b>
<b>Printed</b>	<b>Signature</b>	<b>Type</b>	<b>Exam Date</b>	<b>State</b>	<b>Number</b>
		40- or 8-hr AHERA			
		Asbestos Worker			
		Physical Exam			
		Respirator Fit Test			
<b>Worker #5 Name</b>		<b>Certification</b>	<b>Certification/</b>	<b>Certification</b>	<b>Certification</b>
<b>Printed</b>	<b>Signature</b>	<b>Type</b>	<b>Exam Date</b>	<b>State</b>	<b>Number</b>
		40- or 8-hr AHERA			
		Asbestos Worker			
		Physical Exam			
		Respirator Fit Test			

Worker #6 Name		Certification	Certification/	Certification	Certification
Printed	Signature	Type	Exam Date	State	Number
		40- or 8-hr AHERA			
		Asbestos Worker			
		Physical Exam			
		Respirator Fit Test			
Worker #7 Name		Certification	Certification/	Certification	Certification
Printed	Signature	Type	Exam Date	State	Number
		40- or 8-hr AHERA			
		Asbestos Worker			
		Physical Exam			
		Respirator Fit Test			
Worker #8 Name		Certification	Certification/	Certification	Certification
Printed	Signature	Type	Exam Date	State	Number
		40- or 8-hr AHERA			
		Asbestos Worker			
		Physical Exam			
		Respirator Fit Test			
Worker #9 Name		Certification	Certification/	Certification	Certification
Printed	Signature	Type	Exam Date	State	Number
		40- or 8-hr AHERA			
		Asbestos			

		Worker			
		Physical Exam			
		Respirator Fit Test			
<b>Worker #10 Name</b>		<b>Certification</b>	<b>Certification/</b>	<b>Certification</b>	<b>Certification</b>
<b>Printed</b>	<b>Signature</b>	<b>Type</b>	<b>Exam Date</b>	<b>State</b>	<b>Number</b>
		40- or 8-hr AHERA			
		Asbestos Worker			
		Physical Exam			
		Respirator Fit Test			





DEPARTMENT OF THE ARMY  
BALTIMORE DISTRICT, CORPS OF ENGINEERS  
P.O. BOX 1715  
BALTIMORE, MARYLAND 21203-1715

CENAB-CT

January 1, 2002

MEMORANDUM FOR ALL CONTRACTORS

SUBJECT: Central Contractor Registration (CCR)

1. Reference memorandum, CEDB, dated June 26, 1997, subject: Central Contractor Registration.
2. The purpose of this memorandum is to advise all contractors that your company must be registered in the CCR or you will not be awarded a Federal contract.
3. The Debt Collection Improvement Act of 1996, requires Federal agencies to have the Taxpayer Identification Number (TIN) for every contractor and to pay every contractor through electronic funds transfer. The CCR registration was also created to be the single source of contractor data for the entire DoD, to avoid administrative duplication and allow contractors to take responsibility for the accuracy of their own business information supplying it through a single registration.
4. CCR allows Federal Government contractors to provide basic information, capabilities, and financial information one time to the government. This requirement applies to all solicitations and awards. The only exemptions will be for purchases made with the Government wide commercial purchase card, contracting offices located outside the U.S., classified contracts, and contracts executed to support contingency or emergency operations.
5. The Department of Defense (DoD) has implemented the capability for contractors to register in the CCR through the World Wide Web. For information regarding CCR registration, the CCR Web site may be accessed at <http://www.ccr2000.com>. Other information regarding registration can be obtained through CCR Assistance Center (CCRAC) at 1-888-227-2423. A paper form for registration may be obtained from the DoD Electronic Commerce Information Center at 1-800-334-3414. (Note: Companies that do not wish to conduct electronic commerce with the Federal Government at this time can reduce the amount of information they must provide by answering "no" to the question "Are you Electronic Data Interchange capable?")
6. Effective immediately, the use of DUNS+4 numbers to identify vendors is limited to identifying different CCR records for the same vendor at the same physical location. For example a vendor could have two records for themselves at the same physical location to identify two separate bank accounts.
  - Vendors wishing to register their subsidiaries and other entities, should ensure that each additional location obtains a separate DUNS number from Dun & Bradstreet. Dun & Bradstreet can be contacted at 1-800-333-0505.

CENAB-CT

SUBJECT: Central Contractor Registration (CCR)

- Vendors that are currently registered in CCR using a DUNS+4 number for reasons other than mentioned above will be contacted by a CCR Team designated to assist in the change. Until at time, all registrations using the DUNS+4 are considered active and complete. The DUNS+4 vendors require no action until they receive instruction from the designated CCR Team.

7. This memorandum supersedes CENAB-CT memorandum, dated 10 July 2000, Subject: Central Contractor Registration (CCR).

*James J. Rich*

JAMES J. RICH, PhD.  
Chief, Contracting Division

WAGE DETERMINATION DECISION  
OF THE SECRETARY OF LABOR

The following wage determination will be used to conform  
With the requirements of the Service Contract Act of 1965  
(29 CFR 4) of the General Provisions:

Decision No. 94-2103 (Rev. 24) dated 31 May 2001

State(s): District of Columbia, Maryland, Virginia

Areas: Maryland COUNTIES of Calvert, Charles, Frederick,  
Montgomery, Prince George's, St. Mary's.

Virginia COUNTIES of Arlington, Fairfax, Fauquier,  
King George, Loudoun, Prince William, Stafford,  
Alexandria, Falls Church



Survey Worker (Interviewer)	14.63
Switchboard Operator-Receptionist	10.96
Test Examiner	15.35
Test Proctor	15.35
Travel Clerk I	10.57
Travel Clerk II	11.35
Travel Clerk III	12.19
Word Processor I	10.96
Word Processor II	13.21
Word Processor III	15.47
Automatic Data Processing Occupations	
Computer Data Librarian	11.34
Computer Operator I	12.18
Computer Operator II	14.35
Computer Operator III	17.03
Computer Operator IV	17.34
Computer Operator V	21.01
Computer Programmer I (1)	19.64
Computer Programmer II (1)	23.05
Computer Programmer III (1)	26.99
Computer Programmer IV (1)	27.62
Computer Systems Analyst I (1)	24.54
Computer Systems Analyst II (1)	27.62
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	13.21
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	20.10
Automotive Glass Installer	17.03
Automotive Worker	17.03
Electrician, Automotive	18.05
Mobile Equipment Servicer	14.94
Motor Equipment Metal Mechanic	19.03
Motor Equipment Metal Worker	17.03
Motor Vehicle Mechanic	19.11
Motor Vehicle Mechanic Helper	16.01
Motor Vehicle Upholstery Worker	17.03
Motor Vehicle Wrecker	17.03
Painter, Automotive	18.05
Radiator Repair Specialist	17.03
Tire Repairer	14.43
Transmission Repair Specialist	19.03
Food Preparation and Service Occupations	
Baker	11.87
Cook I	10.41
Cook II	11.87
Dishwasher	8.60
Food Service Worker	9.01
Meat Cutter	15.30
Waiter/Waitress	8.17
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	18.05
Furniture Handler	12.55
Furniture Refinisher	18.05
Furniture Refinisher Helper	13.85
Furniture Repairer, Minor	16.01
Upholsterer	18.05
General Services and Support Occupations	
Cleaner, Vehicles	9.44
Elevator Operator	9.15
Gardener	12.98

House Keeping Aid I	8.79
House Keeping Aid II	9.04
Janitor	9.01
Laborer, Grounds Maintenance	10.19
Maid or Houseman	8.71
Pest Controller	11.85
Refuse Collector	9.89
Tractor Operator	12.73
Window Cleaner	9.82
Health Occupations	
Dental Assistant	13.82
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.95
Licensed Practical Nurse I	14.11
Licensed Practical Nurse II	15.84
Licensed Practical Nurse III	17.73
Medical Assistant	11.76
Medical Laboratory Technician	12.66
Medical Record Clerk	12.56
Medical Record Technician	13.15
Nursing Assistant I	7.69
Nursing Assistant II	8.65
Nursing Assistant III	10.85
Nursing Assistant IV	12.18
Pharmacy Technician	11.84
Phlebotomist	10.19
Registered Nurse I	20.49
Registered Nurse II	22.80
Registered Nurse II, Specialist	22.80
Registered Nurse III	29.44
Registered Nurse III, Anesthetist	29.44
Registered Nurse IV	35.28
Information and Arts Occupations	
Audiovisual Librarian	18.95
Exhibits Specialist I	16.38
Exhibits Specialist II	20.48
Exhibits Specialist III	25.21
Illustrator I	16.21
Illustrator II	20.27
Illustrator III	24.95
Librarian	22.33
Library Technician	15.03
Photographer I	13.93
Photographer II	15.64
Photographer III	19.56
Photographer IV	24.08
Photographer V	26.50
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	7.97
Counter Attendant	7.97
Dry Cleaner	8.94
Finisher, Flatwork, Machine	7.97
Presser, Hand	7.97
Presser, Machine, Drycleaning	7.97
Presser, Machine, Shirts	7.97
Presser, Machine, Wearing Apparel, Laundry	7.97
Sewing Machine Operator	9.66
Tailor	11.67
Washer, Machine	8.74
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	18.05

Tool and Die Maker	21.95
Material Handling and Packing Occupations	
Forklift Operator	14.58
Fuel Distribution System Operator	17.62
Material Coordinator	16.82
Material Expediter	16.82
Material Handling Laborer	10.45
Order Filler	13.21
Production Line Worker (Food Processing)	11.64
Shipping Packer	12.21
Shipping/Receiving Clerk	13.09
Stock Clerk (Shelf Stocker; Store Worker II)	12.32
Store Worker I	8.71
Tools and Parts Attendant	16.99
Warehouse Specialist	15.01
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	19.95
Aircraft Mechanic Helper	14.51
Aircraft Quality Control Inspector	21.01
Aircraft Servicer	16.78
Aircraft Worker	17.84
Appliance Mechanic	18.05
Bicycle Repairer	14.43
Cable Splicer	19.03
Carpenter, Maintenance	18.05
Carpet Layer	17.44
Electrician, Maintenance	21.14
Electronics Technician, Maintenance I	16.08
Electronics Technician, Maintenance II	20.88
Electronics Technician, Maintenance III	22.73
Fabric Worker	15.76
Fire Alarm System Mechanic	19.03
Fire Extinguisher Repairer	14.94
Fuel Distribution System Mechanic	19.03
General Maintenance Worker	16.46
Heating, Refrigeration and Air Conditioning Mechanic	19.03
Heavy Equipment Mechanic	19.03
Heavy Equipment Operator	19.31
Instrument Mechanic	19.03
Laborer	10.13
Locksmith	18.05
Machinery Maintenance Mechanic	20.51
Machinist, Maintenance	21.52
Maintenance Trades Helper	13.85
Millwright	19.03
Office Appliance Repairer	18.05
Painter, Aircraft	20.76
Painter, Maintenance	18.05
Pipefitter, Maintenance	18.39
Plumber, Maintenance	18.05
Pneudraulic Systems Mechanic	19.03
Rigger	19.03
Scale Mechanic	17.03
Sheet-Metal Worker, Maintenance	19.03
Small Engine Mechanic	20.05
Telecommunication Mechanic I	19.03
Telecommunication Mechanic II	20.05
Telephone Lineman	19.03
Welder, Combination, Maintenance	19.03
Well Driller	19.03

Woodcraft Worker	19.03
Woodworker	15.32
Miscellaneous Occupations	
Animal Caretaker	8.92
Carnival Equipment Operator	11.11
Carnival Equipment Repairer	11.97
Carnival Worker	7.48
Cashier	7.75
Desk Clerk	9.78
Embalmer	19.04
Lifeguard	9.23
Mortician	21.63
Park Attendant (Aide)	11.59
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.03
Recreation Specialist	15.94
Recycling Worker	12.78
Sales Clerk	9.13
School Crossing Guard (Crosswalk Attendant)	9.89
Sport Official	10.22
Survey Party Chief (Chief of Party)	13.56
Surveying Aide	8.43
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	12.89
Swimming Pool Operator	12.01
Vending Machine Attendant	9.79
Vending Machine Repairer	12.04
Vending Machine Repairer Helper	9.79
Personal Needs Occupations	
Child Care Attendant	10.34
Child Care Center Clerk	14.42
Chore Aid	7.93
Homemaker	14.95
Plant and System Operation Occupations	
Boiler Tender	19.65
Sewage Plant Operator	18.05
Stationary Engineer	19.03
Ventilation Equipment Tender	13.85
Water Treatment Plant Operator	18.05
Protective Service Occupations	
Alarm Monitor	14.07
Corrections Officer	17.69
Court Security Officer	18.29
Detention Officer	18.29
Firefighter	18.84
Guard I	9.23
Guard II	12.16
Police Officer	20.49
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	16.46
Hatch Tender	14.31
Line Handler	14.31
Stevedore I	15.47
Stevedore II	17.45
Technical Occupations	
Air Traffic Control Specialist, Center (2)	27.64
Air Traffic Control Specialist, Station (2)	19.06
Air Traffic Control Specialist, Terminal (2)	20.99
Archeological Technician I	14.11
Archeological Technician II	15.78
Archeological Technician III	19.56
Cartographic Technician	22.73

Civil Engineering Technician	19.56
Computer Based Training (CBT) Specialist/ Instructor	21.76
Drafter I	11.84
Drafter II	14.82
Drafter III	16.64
Drafter IV	20.81
Engineering Technician I	14.49
Engineering Technician II	16.82
Engineering Technician III	20.22
Engineering Technician IV	23.20
Engineering Technician V	28.37
Engineering Technician VI	34.33
Environmental Technician	18.91
Flight Simulator/Instructor (Pilot)	27.76
Graphic Artist	18.56
Instructor	21.90
Laboratory Technician	15.13
Mathematical Technician	21.91
Paralegal/Legal Assistant I	16.71
Paralegal/Legal Assistant II	21.31
Paralegal/Legal Assistant III	26.07
Paralegal/Legal Assistant IV	31.54
Photooptics Technician	21.06
Technical Writer	22.89
Unexploded (UXO) Safety Escort	17.56
Unexploded (UXO) Sweep Personnel	17.56
Unexploded Ordnance (UXO) Technician I	17.56
Unexploded Ordnance (UXO) Technician II	21.25
Unexploded Ordnance (UXO) Technician III	25.47
Weather Observer, Combined Upper Air and Surface Programs (3)	15.13
Weather Observer, Senior (3)	17.62
Weather Observer, Upper Air (3)	15.13
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	13.72
Parking and Lot Attendant	8.62
Shuttle Bus Driver	11.76
Taxi Driver	10.01
Truckdriver, Heavy Truck	17.52
Truckdriver, Light Truck	11.78
Truckdriver, Medium Truck	14.97
Truckdriver, Tractor-Trailer	17.52

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.02 an hour or \$80.80 a week or \$350.13 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 ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges. A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

\*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

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

\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\*

Source of Occupational Title and Descriptions:

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

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be

performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the 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.

&&&&&&&&&&

SECTION K Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY FULL TEXT

52.0204-4005 CERTIFICATE OF CORPORATE AUTHORITY

(This Certificate shall be submitted as part of the bid/proposal or signed contract if the bidder/offeror is a corporation.)

CERTIFICATE

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the corporation named as bidder/offeror therein, that \_\_\_\_\_, who signed this bid/proposal on behalf of the bidder/offeror, was then \_\_\_\_\_ of said corporation; that said bid/proposal was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

By: \_\_\_\_\_ (Corporate Seal)  
(Signature)

\_\_\_\_\_  
(Typed Name of Corporation)

NOTE: A COPRPORATE OFFICER OTHER THAN THE OFFICER SIGNING THE BID/PROPOSAL MUST FILL OUT AND SIGN THIS FORM.

52.204-4005

K.1 CONTRACT PRICING PROPOSAL INFORMATION

(a) Name and Address of Offeror (include ZIP Code):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(b) Name, Title and Telephone No. of Offeror's Point of Contact:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(c) Name, Address and Telephone No. of Offeror's Cognizant Contract Administration Office:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(d) Name, Address and Telephone No. of Offeror's Cognizant Audit Office:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(e) Is this proposal consistent with your established estimating and Accounting Practices and Procedures and FAR Part 31 Cost Principles? (If "No," Explain) ( ) Yes ( ) No.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(f) Have you submitted a CASB Disclosure Statement (CASB-1 or 2)? (If "Yes," specify the office to which submitted and if determined to be adequate) ( ) Yes ( ) No

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(g) Have you been notified that you are or may be in non-compliance with your Disclosure Statement or Cost Accounting Standards? (If "Yes," Explain) ( ) Yes ( ) No

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(h) Is any aspect of this proposal inconsistent with your disclosed established Practices of applicable estimating and Accounting and Procedures Cost Accounting Standards? (If "Yes," Explain) ( ) Yes ( ) No

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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, 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)

#### 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

\_\_\_ TIN: \_\_\_\_\_

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

\_\_\_ Sole proprietorship;

- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other \_\_\_\_\_

(f) Common parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of provision)

**52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)**

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ( ) is a women-owned business concern.

(End of provision)

**52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

#### 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 233320.

(2) The small business size standard is \$28.5 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(6) (Complete only if 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 for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(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.

(End of provision)

#### 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a)  It has,  has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b)  It has,  has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

#### 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a)  it has developed and has on file,  has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b)  has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

#### 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

(i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

(v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

#### 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 (of which at least one award exceeded \$1 million) 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

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. 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 \$50 million in awards of CAS-covered prime contracts and subcontracts. 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 \$25 million or more.

## III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

( ) YES ( ) NO

(End of clause)

### 252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

### 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "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 such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

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

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

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

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

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

(b) "Prohibition on award."

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

(c) "Disclosure."

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

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

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

(End of provision)

#### 252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (SEP 1994)

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

(1) "Entity controlled by a foreign government" means--

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

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

(2) "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 or influence the election or appointment of the Offeror's officers, directors, partners, regents, trustees, or a majority of the Offeror's

board of directors by means, e.g., ownership, contract, or operation of law.

(3) "Foreign government" means any governing body organized and existing under the laws of any country other than the United States and its possessions and trust territories and any agent or instrumentality of that government.

(4) "Proscribed information" means--

(i) Top Secret information;

(ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone unites (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 Compartmental Information (SCI).

(b) Prohibition on award. No contract under a national security program may be awarded to a company owned by an entity controlled by a foreign government if that company requires access to proscribed information to perform the contract, unless the Secretary of Defense or 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

Description of Interest, Controlled by a Foreign  
Ownership Percentage, and

Government Identification of Foreign Government

(End of provision)

252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE  
RESTRICTIONS. (JUN 1995)

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be

awarded under the Small Business Innovative Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished With Restrictions *	Basis for Assertion **	Asserted Rights Category ***	Name of Person Asserting Restrictions ****
(LIST) *****	(LIST)	(LIST)	(LIST)

\*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

\*\*Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

\*\*\*Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

\*\*\*\*Corporation, individual, or other person, as appropriate.

\*\*\*\*\*Enter "none" when all data or software will be submitted without restrictions.

Date \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Signature \_\_\_\_\_

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of clause)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

\_\_\_\_ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

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

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel

registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer

and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information --

- (1) Prime contract number;
  - (2) Name of vessel;
  - (3) Vessel flag of registry;
  - (4) Date of loading;
  - (5) Port of loading;
  - (6) Port of final discharge;
  - (7) Description of commodity;
  - (8) Gross weight in pounds and cubic feet if available;
  - (9) Total ocean freight in U.S. dollars; and
  - (10) Name of the steamship company.
- (f) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief --
- (1) No ocean transportation was used in the performance of this contract;
  - (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
  - (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
  - (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL	_____	_____

- (g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.
- (h) The Contractor shall include this clause, including this paragraph (h), in all subcontractors under this contract that--
- (1) Exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation; and

(2) Are for a type of supplies described in paragraph (b)(3) of this clause.

(End of clause)

252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor --

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause; including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties--

(1) In all subcontracts under this contract, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that--

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(End of clause)

## SECTION L Instructions, Conditions and Notices to Bidders

## CLAUSES INCORPORATED BY REFERENCE:

52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
52.237-1	Site Visit	APR 1984

## CLAUSES INCORPORATED BY FULL TEXT

**SECTION L****INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS****L.1 DEFINITIONS:** For the purposes of this proposal the following are defined:

1. Offeror: Any entity that submits a proposal. A Joint Venture will be considered an Offeror.
2. Contractor team arrangement: an arrangement in which –
  - (a) Two or more companies form a partnership or joint venture to act as a potential prime contractor; or
  - (b) A potential prime contractor agrees with one or more other companies to have them act as its subcontractors under a specified Government contract or acquisition program.
3. Identified Subcontractor: A subcontractor submitted as a Team member in the proposal for evaluation. The proposed Identified Subcontractor qualifications, type of work to be performed and proposed contractual arrangement types of work shall be fully disclosed.
4. Non-Identified Subcontractor: Any subcontractor which may be used under this contract and not identified in the Offeror's proposal for evaluation as a Team member.
5. Team: The Offeror and all Identified Subcontractor(s). A parent corporation of the Offeror or another subsidiary or affiliate to the parent corporation may be also defined as part of the team if that parent or other subsidiary corporation is proposed for evaluation. The Government will recognize the integrity and validity of the contractor Team arrangements, provided, the arrangements are identified and the company relationships are fully disclosed. Any Identified Subcontractor(s) shall not be replaced or substituted without the written consent of the Contracting Officer.
6. Team Member: Any entity that is proposed by the Offeror as a part of the Team for evaluation.
7. Cost Realism: Cost Realism involves the review of the costs proposed to determine whether the estimated proposed cost elements are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the unique methods of performance and materials described in the offeror's technical proposal.
8. Best Value: The expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit in response to the requirement.

9. Key Positions: Defined as those positions which are critical or essential to the execution of this contract or degradation of one or more of these positions would have an immediate significant impact on the performance of the Offeror under this contract that can not be compensated for within a reasonable amount of time.

**L.2 GENERAL PROPOSAL INFORMATION:** The Government’s intent is to award a contract which provides the best value construction management services for sites within the North Atlantic Division but primarily for District of Columbia Public Schools.

This contract will be acquired by means of a Request for Proposal (RFP), evaluated using the best value approach. The award will be made to the Offeror whose proposal is considered most advantageous to the Government, costs and other factors considered. The technical proposals will be evaluated and adjectively rated. The cost proposals will be subjectively evaluated. Small Business subcontracting plans, submitted by large businesses, will also be evaluated but will not be included in the technical evaluation.

**L.3 PROPOSED CONTRACT UTILIZATION:** For purposes of the technical evaluation, the Government has established a range of anticipated total contract expenditures that may be used by the Offeror when responding to the proposal. This is for informational and evaluation use only and in no way binds the Government to more work than the Guaranteed Minimum as defined in Section B, nor does it commit the Government to utilizing this contract in any specific localities.

1. Geographic Utilization:
  - 90% of the projects located within the District of Columbia
  - 10% of the projects located up to 250 miles from the District of Columbia
2. Annual Expenditures:

Year	Expenditure
1	\$8,000,000
2	\$8,000,000
3	\$8,000,000
4	\$8,000,000
5	\$8,000,000
Total	\$40,000,000

3. Task Order Size:
  - Highest Value \$65,000
  - Average Value \$15,000
  - Mean Value \$30,000
  - Lowest Value \$ 5,000

**L.4 PROPOSAL FORMAT**

1. Written: The proposal shall consist of three volumes: Volume I, Technical; Volume II, Cost; and Volume III, Subcontracting Plan (for large business only). All proposals shall contain the requirements stated herein and every Volume shall also contain the Volume # on the cover, Table of Contents, List of Tables, List of figures, and all Identified Team Members or Joint Venture. Proposal clarity, organization (as requested in this solicitation) and cross referencing is mandatory. The Offeror’s name, address, and telephone number shall appear on every page to be evaluated. The proposals shall be submitted as set forth below.

Volume I - Technical	Original + 3 copies
Volume II - Cost	Original + 2 copies
Volume III - Subcontracting Plan (required for Large Business only)	Original + 2 copies

Note: (1) All originals shall be identified and labeled as “ORIGINAL” on the outside cover.

- a. VOLUME I - Technical: Shall contain the following sections:

Introductory Narrative

Section One: Technical Expertise and Experience

- a. Management Experience and Project Approach
- b. Past Performance
- c. Sample Task Work Plan

Section Two: Current and Projected Capacity Capabilities

Note: No cost information is to be included in Volume I.

- b. Volume II - Cost: Shall contain the following sections:

Section One: Cost Information (Rates, Burdens, OH, Summary Sheet etc.)

Section Two: Cost Realism

- c. Volume III - Subcontracting Plan shall contain the Small Business Subcontracting Plan. The plan is required for Large Businesses only.

**L.5 PROPOSAL LENGTH:** The total number of pages for Volume I - Technical, (Sections 1 through 2) shall be limited to 35 pages. Volumes II and III shall not be limited on page count.

1. Minimum Font Size - 10 point and not more than 12 characters per inch (cpi).
2. Text Page Size - 8½” x 11”
3. Fold out Page Size – 8 ½” x 17”
4. Line spacing will be limited to a maximum of 7 lines per inch.
5. Minimum margins = 1” left and ½” right, and 1” top and bottom. Headers and footers are not subject to margin limitations.
6. Each fold out page in Volume I shall be counted as one page. The Offeror shall not exceed 10 fold out pages. Fold out pages shall be limited to graphic representations only (i.e. not to be used for general text or sample project).
7. Indexes, Cover sheets, cross referencing tables, table of contents, etc., will not be included in the page count. These pages will not be evaluated.
8. Tab dividers shall be used to separate sections. These dividers will have no text except section indicator and will not be included in page count.
9. Blank sheets will not be included in the page count.
10. Pages containing charts, tables, graphs, diagrams, etc., will be included in the page count. Font size limitations apply, margin limitations do not apply. Standard Management Information System (MIS) reports, graphics, schedules and charts are exempt from margins, font, and line limitations but must be readable. They will count towards total page limit.
11. All pages will be numbered sequentially.
12. A page printed on both sides will be counted as two pages.
13. No addendum or appendices to Volume I will be accepted.

NOTE: Any pages in the proposal that are in excess of the page size, font size, characters per inch, lines per inch, and margin limitations specified above **will not** be evaluated.

**L.6 PROPOSAL CONTENT:** The proposal shall contain the information listed below. Should the proposal include any standard company terms and conditions that conflict with the terms and conditions of the solicitation, the proposal may be determined “unacceptable” and thus ineligible for award.

1. Volume I - TECHNICAL: The technical volume shall include the following information.
  - A. INTRODUCTORY NARRATIVE: The Offeror shall provide an introductory narrative to be used as a guide and will not be evaluated. This narrative shall identify the work which will be performed by the Offeror and by all Identified Subcontractors. This work should be categorized as defined in Section C, Statement of Work. The contractual arrangements between the Offeror and each Identified Subcontractor shall be fully explained. It is assumed that types of work not attributed to the Offeror or the Identified Subcontractor(s) will be performed by competitively selected subcontractors. Anticipated work to be performed by Non-Identified Subcontractors will be identified in a generic sense only. The same type of work performed by both Identified and Non-identified Subcontractors will be identified under both categories. The use of matrices, charts, etc., in lieu of or in addition to the narrative is permitted. This narrative will be not counted as part of the page limitation but shall be limited to three pages.

The Introductory Narrative must be consistent with the all Sections of Volume I- Technical.

**B. SECTION ONE**

1. TECHNICAL EXPERTISE AND EXPERIENCE: The Offeror shall describe their organization in terms of its technical capabilities and how these resources will be optimized. Topics to be addressed include, but are not limited to, the following:
  - a. The Offeror’s ability and approach in providing support in the topics listed in Section C, Statement of Work.
  - b. Technical experience must be consistent with the Introductory Narrative, Volume I. The following information shall be provided.
    - i. Narrative of each Team member’s (i.e. Offeror or identified Subcontractor) overall capabilities and experience relative to the types of work identified in Section C, Statement of Work.
    - ii. Section J, Attachment J.4, Job Experience Sheets, necessary to demonstrate the Team’s capabilities to perform the work specified in Section C, Statement of Work. Projects used shall be the most recent projects completed by the Offeror that pertain to Section C, Statement of Work. Job Experience sheets shall be limited to 5 and will not be considered in the page count
2. MANAGEMENT EXPERIENCE AND PROJECT APPROACH:
  - a. PERSONNEL: The Offeror shall submit the following information:
    - i. KEY POSITIONS: The Offeror shall identify “key positions” by title, function and required qualifications to fill the position. A narrative describing the Offeror’s rationale for identifying key positions shall be submitted. The maximum number of key personnel shall not exceed five. Offeror must inform Contracting Officer in writing if the key personnel proposed changes prior to award.

b. **MANAGEMENT PLAN:** The Offeror shall submit a narrative discussion on how the Offeror intends to manage both the administrative and technical aspects of the contract. The Offeror’s discussion should include, but not be limited to, the items identified below:

- i. Describe integration of the Offeror’s management approach throughout the Team structure.
- ii. The Offeror’s Management Information System (MIS) is considered critical to success of cost reimbursement Task Orders. The MIS should integrate cost and schedule information to provide at a minimum: tracking of costs incurred, tracking of costs scheduled, tracking of potential costs, projection of cost and schedules, and time phased budget and spending curves. The schedule portion of the MIS should include a standard network analysis system that can be resource loaded for cost and manpower projections. Automated information should be remotely accessible at the work site and other locations to allow for cost tracking of actual labor, equipment, purchases, subcontracts, and other commitments, obligations, and expenditures; and the evaluation of the impact of changes to the Task Order negotiated baseline. The Offeror shall describe how he intends to meet these requirements and shall provide an example(s) of the MIS from other comparable projects.
- iii. Describe intended utilization of personnel (either identified by generic qualifications and/or name) to administer this contract.

c. **ORGANIZATION PLAN:** The Offeror shall submit a plan describing how the Offeror intends to structure the organization based on the projected work load identified below. This plan shall address how the Offeror will adapt to the range of possible utilization scenarios and shall address the organizational structure(s). A graphical description is acceptable.

- 1. The information provided should address, but not be limited to, the following:
  - a. Name of Offeror and Identified Subcontractors
  - b. Location and function of significant organizational Offices
  - c. Lines of authority, nature of authority for and between the Offerors and their identified Subcontractor(s) organization(s). Also show locations of relevant offices.
  - d. Location and affiliation of all “key” personnel
  - e. Location and affiliation of relevant “identified” positions
  - f. Identify organizational structure that will manage unidentified subcontractors work.

2. Work Load

<i>Year</i>	<i>Task Order</i>	<i>Amount</i>
<i>1</i>	<i>0001</i>	<i>\$5,000</i>
<i>1</i>	<i>0002</i>	<i>\$38,000</i>
<i>1</i>	<i>0003</i>	<i>\$65,000</i>
<i>1</i>	<i>0004</i>	<i>\$22,000</i>
<i>1</i>	<i>0005</i>	<i>\$65,000</i>
<i>Total</i>		<i>\$195,000</i>

3. **PAST PERFORMANCE:** The offeror and Identified Subcontractor shall provide a customer reference point of contact for five most recently completed projects pertaining to activities described in Section C, Statement of Work. Information shall include name, title, location and organization, address, phone number, fax number, and email address of contact. Also

include Contract, Number, Contractor Name, project title, project amount (awarded and completed), project description, and what work the offeror performed. This will not count toward the page count.

4. **SAMPLE TASK WORK PLAN:** The Offeror shall provide an abbreviated work plan for the Sample Project found in Section J, Attachment J.1.
  - a. A Sample Project narrative identifying:
    - i. The type of work expected to be performed by each Team Member and the rationale for assigning the work to each Team Member.
    - ii. A brief description of mobilization, staffing, training, and construction management plans for the sample project.

**C. SECTION TWO: CURRENT AND PROJECTED CAPACITY**

**CAPABILITIES:** Information shall include, but not be limited to, the following:

1. Offeror’s Billings, past and future projections: Projections shall be shown graphically as in the example graph, Section J, Attachment J.6. See line segment definitions below to prepare the graph.
  - a. The following assumptions shall be used when projecting the Offeror’s workload. The Offeror shall assume all contract options are to be executed at the appropriate time frame for all individual contracts. Past and projected contract billings apply to all contracts the Offeror has been awarded (i.e. U.S. Government, private, foreign contracts, etc.). Projected billings are to be in current year dollars (i.e. do not apply inflation factors to projected billings). For this exercise assume the EMARCs will be awarded 31 Jul 2002. For this EMARCs contribution use the following billings:

<b>Year</b>	<b>Unrestricted</b>
1	\$8,000,000
2	\$8,000,000
3	\$8,000,000
4	\$8,000,000
5	\$8,000,000
<b>Total</b>	<b>\$40,000,000</b>

Note: The Offeror may provide an explanatory narrative of their contract commitments in addition to the graphical representation as shown above. This narrative will be considered as part of the page count.

- b. Definitions for Section J, Attachment J.6, line segments A, B, C, and D:
  - i. Line A = Offeror’s past contract billings for the last four years beginning December 31, 1998.
  - ii. Line B = Offeror’s projected billings for all awarded contracts/task orders for the next five years beginning August 1, 2002.
  - iii. Line C = Line B plus Offeror’s anticipated subcontracting dollar amount under the contract (based on yearly breakdown provided in paragraph L.35.1.B.2.c.2)
  - iv. Line D = Line B plus Line C plus the anticipated amount of this contract the Offeror plans to self perform (based on yearly breakdown provided in paragraph L35.1.B.2.c.2)

2. Letters of commitment from Team Members including Identified Subcontractor(s) shall be provided. Failure of the Identified Subcontractor to commit to the Offeror for this contract will result in that Identified Subcontractor not being evaluated. The Offeror shall provide all terms and conditions of the commitments made to identified Subcontractor(s) as well as all terms and conditions of the commitments made by the Identified Subcontractor(s) to the Offeror.
2. VOLUME II: COST VOLUME: The cost volume shall contain the following information:
- A. SECTION ONE: COST INFORMATION: The evaluation of the cost information submitted will be reviewed but not rated. The cost information will be evaluated for reasonableness, allocability, allowability and accuracy. The Offeror and Identified Subcontractors shall submit the following information:
1. A Disclosure Statement (if applicable).
  2. An SF33 duly executed by an individual authorized to bind the company. In addition, complete Section B, Supplies or Services and Prices/Costs, of the solicitation.
  3. The Offeror shall provide a copy of their own most recent (within the past year) Federal Agency Audit Report, i.e., EPA, DCAA, DOD, etc. If the Offeror and/or Identified subcontractor has had Federal Agencies perform Provisional indirect Cost Rates/Forward Pricing reviews (within the past year) a copy shall be provided. The Offeror shall identify the cognizant Federal auditing agency having oversight over it and shall furnish the address and Telephone number of the auditing agency. Offerors or identified Subcontractor(s) that have never been audited by a Federal Agency, or do not possess a current audit shall submit cost information identifying what their provisional billing rates would be for the current year (as a minimum the proposed billing rate information shall identify the individual pools, i.e. fringe, overhead, subcontract, G&A etc., as well as identify the base of allocation for each). Additionally, current financial statements and the last completed annual report shall be provided. The Offeror shall also provide forward pricing rates for the base period.
  4. The Offeror shall submit a labor cost information matrix for those personnel listed in Section C, Statement of Work, Contractor Personnel and Qualifications, and any other personnel that the Offeror feels may contribute significantly to the work. The information shall be submitted in accordance with the instructions and format found at Section J, Attachment J.5.
  5. The Offeror shall submit a Costs Summary Schedule. The information shall be submitted in accordance with the instructions and format found at Section J, Attachment J.9.
  6. Provide a statement/certification that in the event your firm is awarded a contract from this proposal, you have an adequate accounting system to accommodate a cost reimbursable contract. If an Offeror does not have an adequate accounting system and is selected for award, they will be given the opportunity for an accounting system audit by their cognizant Federal Audit Agency. If the firm is not able or willing to comply with the requirements of an adequate accounting system, their offer will be determined non-responsible and ineligible for award.
  7. Section K, Representations, Certifications and Other Statements of Offerors.
  8. Provide acknowledgments of all amendments to the solicitation in accordance with the instructions on SF 30 (amendment/modification form).

NOTE: An explanation as to why the information is not available must be provided along with an acceptable substitute. For example, (i) SOP on Accounting Policy and Procedures in place of a

disclosure Statement or (ii) Certified payroll and audited financial statements in place of a DCAA or other Federal Agency current audit report.

- B. **SECTION TWO: COST REALISM:** The intent of the Government is to evaluate the Offeror's response to the technical, contractual, cost, and administrative requirements for the Sample Project. The following information shall be submitted.
- i. The cost proposal shall be based on the work requirements contained in Section J, Attachment J.1 and shall provide a breakdown as shown in Section J, Attachment J.8, Work Breakdown Structure.
3. **VOLUME III: SUBCONTRACTING PLAN:** Offers who are not small businesses shall submit with their proposals a Small Business and Small Disadvantaged Business Subcontracting Plan which will be evaluated for compliance with statutory requirements of Public Laws 95-507, 99-661, and 100-656.

**L.7 PROPOSAL DUE DATE, TIME AND PLACE:** For the work described herein, the proposals will be received until 15 July 2002, 4:00 PM EST at:

Contracting Division  
 USACE, Baltimore  
 10 South Howard Street  
 7<sup>th</sup> Floor  
 Baltimore, MD 21201

The required format and number of proposals are specified in Paragraph L.4, "Proposal Format."

**L.8 PREPROPOSAL CONFERENCE**

1. There is no plan to hold a pre-proposal conference. Questions may submitted in writing by the potential offers. They may either be mailed or Faxed to:
 

Army Corps of Engineers  
 Contracting Division  
 ATTN: CENAB-CT-C-EV (Ms. Rhonda Sturdevant)  
 10 South Howard Street  
 7<sup>th</sup> Floor  
 Baltimore, MD 21201

FAX: 410-962-2001
2. Questions must be received no later than one week from issuance of solicitation. Responses to questions will be made via amendment to the solicitation. If warranted, time extensions to the proposal due date may be issued with the amendment.
3. The questions submitted shall be submitted in the following format:
  - A. Names of persons submitting the questions.
  - B. Company name.
  - C. Company address.
  - D. Telephone number.
  - E. Question/Comment
6. A summary of the questions and answers will be confirmed by an amendment provided to each firm which has received a copy of the RFP and which has not submitted a "No-Response Notice".

**IMPORTANT NOTES:** The terms and conditions of the solicitation to include specifications remain unchanged unless the solicitation is formally amended in writing.

- L.9 PRE-AWARD SURVEY:** The Government reserves the right to conduct a pre-award survey of any firm under consideration to confirm any part of the information furnished by the Offeror, or to require other evidence of managerial, financial, technical and other capabilities, the positive establishment of which is determined by the Government to be necessary for the successful performance of the contract.
- L.10 SERVICE CONTRACT ACT (SCA) WAGE DETERMINATIONS:** The SCA wage determinations are found in Section J, Attachment J.13.
- L.11 ACCEPTANCE OF OFFER:** The Government requests 120 calendar days from the date specified in the solicitation for receipt of offers for acceptance of the Offeror's proposals (Reference K.8, 52.215-19, Period for Acceptance of offer, Apr 1984).
- L.12 CONTRACT MANAGEMENT PROCEDURES:** The Government reserves the right to negotiate Contract Management Procedures or Advanced Agreements prior to award.

52.207-2 NOTICE OF COST COMPARISON (NEGOTIATED) (FEB 1993)

(a) This solicitation is part of a Government cost comparison to determine whether accomplishing the specified work under contract or by Government performance is more economical. If Government performance is determined to be more economical, this solicitation will be canceled and no contract will be awarded.

(b) The Government's cost estimate for performance by the Government will be based on the work statement in this solicitation and will be submitted by designated agency personnel to the Contracting Officer in a sealed envelope not later than the time set for receipt of initial proposals.

(c) After completion of proposal evaluation, negotiation, and selection of the most advantageous proposal, the Contracting Officer, in the presence of the preparer of the cost estimate for Government performance, will open the sealed cost estimate envelope. These officials will make a cost comparison before public announcement. Depending on whether the cost-comparison result favors performance under contract or Government performance, the procedure in either subparagraph (1) or (2) following applies:

(1) If the result of the cost comparison favors performance under contract and administrative approval is obtained, the Contracting Officer will award a contract and publicly reveal the completed cost-comparison form showing the cost estimate for Government performance, its detailed supporting data, and the Contractor's name. However, this award is conditioned on the offer remaining the more economical alternative after (i) completion of a public review period of insert a numeral from 15 to 30, depending upon the complexity of the matter (see 7.306(b)(3)) working days beginning with the date this information is available to interested parties and

(ii) resolution of any requests for review under the agency appeals procedure (see paragraph (d) of this section). The Government assumes no liability for costs incurred during the periods specified in (i) and (ii). The Contracting Officer will then either notify the Contractor in writing that it may proceed with performance of the contract or will cancel the contract at no cost to the Government.

(2) If the result of the cost comparison favors Government performance, the Contracting Officer will publicly disclose this result, the completed cost-comparison form and its detailed supporting data, and the price of the offer most advantageous to the Government. After (i) completion of a public review insert a numeral from 15 to 30, depending upon the complexity of the matter (see 7.306(b)(3)) working days beginning with the date this information is available to interested parties and (ii) resolution of any requests for review under the agency appeals procedure (see paragraph (d) below), the Contracting Officer will either cancel this solicitation or award a contract, as appropriate.

(d) During the public review period, directly affected parties may file with the Contracting Officer written requests,

based on specific objections, for administrative review of the cost comparison result under the agency appeals procedure. The appeals procedure shall be used only to resolve questions concerning the calculation of the cost comparison and will not apply to questions concerning award to one offeror in preference to another. Agency determinations under the appeals procedure shall be final.

(e) A cost estimate for Government performance is considered a proposal for purposes of this solicitation's Late Submissions, Modifications, and Withdrawal of Proposals or Quotations provision, and a late modification that displaces an otherwise low cost estimate for Government performance shall not be considered.

(End of provision)

#### 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

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

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

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

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

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

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

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

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

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.

(End of provision)

52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor 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) Information on modifications of contracts or subcontracts for commercial items. (A) If--

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) 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.

(2) 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.

(3) 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 Contractor 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 clause, 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 Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of clause)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a cost-plus-award-fee contract resulting from this solicitation.

(End of clause)

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://farsite.hill.af.mil>

## SECTION M Evaluation Factors for Award

**Section M****Evaluation Factors for Award – CM Contract**

**M.1 GENERAL:** The proposals will be evaluated and the contracts will be awarded based on a source selection process as defined in FAR 15.3 and the applicable provisions of the DFARS, AFARS, and EFARS. The evaluation will be based on the content of the proposals as defined in Section L, Instruction, Conditions and Notices to Offerors, and any subsequent discussions or clarifications required. The identities of the Government evaluators are confidential and any attempt to contact these individuals is prohibited.

**M.2 AWARD PROCEDURE:**

The Government intends to award one contract from this solicitation. The contract will be selected based on full and open competition (unrestricted).

**M.3 EVALUATION PROCESS**

1. **INITIAL REVIEW:** Each proposal will be reviewed initially to determine if it conforms to the general requirements of the solicitation. Those proposals that are found to be in conformance with the solicitation will be forwarded for evaluation. The Technical Volume of the proposal shall be evaluated and rated by the Technical Evaluation Committee. The cost proposals will be subjectively evaluated. Small Business Subcontracting Plans, submitted by large businesses, will also be evaluated, but will not be included in the technical evaluation. If a proposal does not conform to the solicitation requirements, and can't be revised without major changes, the proposal will be forwarded through the Contracting Officer to the Source Selection Authority (SSA) with recommendation for an unacceptable determination.

2. **EVALUATION:**

- a. **WRITTEN VOLUME I - TECHNICAL:** This volume will be evaluated in its entirety by a Technical Evaluation Committee (TEC). During this phase of the evaluation, qualitative ratings will be given to factors listed in Paragraph M.4 Evaluation Criteria, by the TEC. The TEC will generate a narrative discussing the rationale for the qualitative rating of each factor, including information obtained from other areas of the proposal, which may affect the Offeror's ability to perform work under that factor being evaluated.

3. **EVALUATION VOLUME II: COST VOLUME:** The evaluation of the cost information submitted will be subjectively evaluated. The cost information will be evaluated for reasonableness, allocability, allowability, accuracy and realism. The award will not necessarily be based on lowest proposed cost.

- 4. **EVALUATION VOLUME III: SUBCONTRACTING PLAN:** Large Business Offerors shall submit with their proposals a Small Business and Small Disadvantaged Business Subcontracting Plan which will be evaluated for compliance with statutory requirements of Public Laws 95-507, 99-661, and 100-656. The subcontracting plans will be evaluated by the Small Business Evaluation Committee (SBEC). The evaluation will be conducted in accordance with AFARS 19.7, AL 93-10 and FAR 19.7. The proposed subcontracting plans will be evaluated on a pass/fail basis. Failure to submit and negotiate an acceptable Subcontracting Plan shall make the Offeror ineligible for award of the contract.

**M.4 EVALUATION CRITERIA:** The technical factors to be evaluated and point scored are listed below in descending order of importance.

1. **Technical Expertise and Experience:** The Government will use the information provided to evaluate the Offeror's ability and approach to perform work as described in Section C, Statement of Work. In addition, the Government will evaluate the Offeror and all Team Members' Identified Subcontractor(s) relevant experience to determine the potential to satisfactorily perform the intended work under this contract. Both Government and private industry experiences will be given consideration in determining the Offeror's potential to satisfactorily perform.
2. **Management Experience and Project Approach:** The Government will use the information provided to evaluate the Offeror's understanding of the staffing and personnel requirements for this contract. In addition, the Government will use the information presented in the management plan to evaluate the Offeror's ability to effectively and efficiently manage this contract. This information should integrate the requirements of Section C, Statement of Work, Section L.3 (proposed contract utilization) and the information provided by the Offeror in the Introductory Narrative referenced in Section L6. The Government will also use the information in the organization plan provided by the Offeror to support and clarify the proposed management plan.
3. **Past Performance:** Past performance information is one indicator of an offeror's ability to perform the contract successfully. The currency and relevance of the information, source of the information, context of the data, and general trends in contractor's performance shall be considered. This comparative assessment of past performance information is separate from the responsibility determination required under FAR Subpart 9.1.

*The evaluation should take into account past performance information regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the requirement when such information is relevant to the acquisition.*

In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance.

The Government will use the information provided, as well as information obtained from other sources, to evaluate the Offerors' record of conforming to contract requirements and to standards of good workmanship; the offeror's record of forecasting and controlling costs; the offeror's adherence to contract schedules, including the administrative aspects of performance; the offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction.

The Government may also check the SCASS/ACASS/CCASS/PPIMS ratings on file. Past performance information obtained from other sources than those identified by the offeror may be used. Pre-award Survey information shall not be provided in response to this evaluation factor.

4. **Sample Task Work Plan:** The Government will use the information provided to evaluate the Offeror's administrative, managerial, and technical approach to the Sample Project.
5. **Current and Projected Capacity Capabilities:** The Government will evaluate the Offeror's billings (i.e. past and future projections) to determine the Offeror's ability to successfully perform under this contract. The information in Section L.31, Proposed Contract Utilization, will be considered to determine the effect of this contract on the Offeror's future workload. The Government will also evaluate the letters of commitment to determine if identified subcontractors have committed to this contract. The Government will evaluate all terms and conditions of the commitments made to determine if they conflict with that of the solicitation.

**END OF SECTION M**

