



US Army Corps
of Engineers
Baltimore District

SOLICITATION FOR

BELL / LINCOLN MULTICULTURAL SCHOOL MODERNIZATION

WASHINGTON, DC

REQUEST FOR PROPOSAL DACW31-02-R-0044

DATE NOV. 12, 2002

THIS PROCUREMENT IS UNRESTRICTED.

SUBMITTAL OF OFFERS: OFFERS ARE TO BE SUBMITTED IN DUPLICATE.

OFFERORS ARE TO SUBMIT THE FOLLOWING:

- (1) SECTION 00010 - STANDARD FORM 1442**
- (2) SECTION 00010 - PRICE SCHEDULE**
- (3) SECTION 00600 - REPRESENTATIONS AND CERTIFICATIONS,**

| | | | | |
|---|--|--|-------------------------------|--------------------------|
| SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i> | 1. SOLICITATION NO. DACW31-02-R-0044 | 2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP) | 3. DATE ISSUED 12-NOV-2002 | PAGE OF PAGES 1 60 |
| | IMPORTANT - The "offer" section on the reverse must be fully completed by offeror. | | | |

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

| | | |
|-----------------|---|----------------|
| 4. CONTRACT NO. | 5. REQUISITION/PURCHASE REQUEST NO. W81W3G-2140-7095 | 6. PROJECT NO. |
|-----------------|---|----------------|

| | | |
|--|--------------|---|
| 7. ISSUED BY CONTRACTING DIVISION PO BOX 1715 BALTIMORE, MD 21203-1715 TEL: 410-962-5638 FAX: 410-962-0933 | CODE CW31 | 8. ADDRESS OFFER TO CONTRACTING DIVISION 1709 THIRD STREET NE 3RD FLOOR WASHINGTON, DC 20002 TEL: 202-529-2217 FAX: 202-529-2251 |
|--|--------------|---|

| | | |
|--------------------------|--------------------------|---|
| 9. FOR INFORMATION CALL: | A. NAME LYDIA A. HILL | B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 202-529-2218 |
|--------------------------|--------------------------|---|

SOLICITATION

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

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

Modernization of Bell/Lincoln School, for the District of Columbia Public Schools, Washington, DC

Site Visit will be held on Tuesday November 26th 2002, at 9:00AM, location 3101 16th Street NW, Washington, DC 20010

Pre-Proposal conference will be held at The Penn Center Building, 1709 Third Street NE (Lower Level Conference Room), Washington, DC., Tuesday November 26th 2002 @ 2:00PM. Point of Contact for this action is Lydia A. Hill (202)529-2218.

11. The Contractor shall begin performance within 10 calendar days and complete it within 930 calendar days after receiving award, notice to proceed. This performance period is mandatory, negotiable. (See Section 00800 .)

| | |
|---|--------------------|
| 12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | 12B. CALENDAR DAYS |
|---|--------------------|

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 3 copies to perform the work required are due at the place specified in Item 8 by 1600 (hour) local time 12 Dec 2002 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee is, is not required.

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

D. Offers providing less than 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

SOLICITATION, OFFER, AND AWARD (Continued)

(Construction, Alteration, or Repair)

OFFER (Must be fully completed by offeror)

| | | |
|---|--|--|
| 14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i> | | 15. TELEPHONE NO. <i>(Include area code)</i> |
| CODE | | 16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i> See Item 14 |
| FACILITY CODE | | |

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

| | |
|---------|------------------------|
| AMOUNTS | SEE SCHEDULE OF PRICES |
|---------|------------------------|

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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

| | | | | | | | | | | |
|---------------|--|--|--|--|--|--|--|--|--|--|
| AMENDMENT NO. | | | | | | | | | | |
| DATE | | | | | | | | | | |

| | | |
|---|----------------|-----------------|
| 20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i> | 20B. SIGNATURE | 20C. OFFER DATE |
|---|----------------|-----------------|

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

| | |
|------------|---------------------------------------|
| 22. AMOUNT | 23. ACCOUNTING AND APPROPRIATION DATA |
|------------|---------------------------------------|

| | | |
|--|-------------|--|
| 24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i> | ITEM | 25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c) |
|--|-------------|--|

| | | | |
|---------------------|------|------------------------------|------|
| 26. ADMINISTERED BY | CODE | 27. PAYMENT WILL BE MADE BY: | CODE |
|---------------------|------|------------------------------|------|

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

| | |
|--|--|
| <input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return _____ copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract. | <input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary. |
|--|--|

| | | | |
|---|-----------|---|--------|
| 30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type or print)</i> | | 31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i> | |
| 30B. SIGNATURE | 30C. DATE | TEL: | EMAIL: |
| 31B. UNITED STATES OF AMERICA BY | | 31C. AWARD DATE | |

SECTION 00010 - SUPPLIES OR SERVICES AND PRICES

PRICE SCHEDULE

| ITEM | DESCRIPTION | AMOUNT |
|------|-------------|--------|
| No. | | |

| | | |
|------|---|----------|
| 0001 | All costs in connection with Bell/Lincoln Multicultural School Modernization, complete as shown on drawings and as specified. | \$ _____ |
|------|---|----------|

TOTAL BID AMOUNT \$ _____

Section 00100 - Bidding Schedule/Instructions to Bidders

CLAUSES INCORPORATED BY REFERENCE

| | | |
|----------------|--|----------|
| 52.204-6 | Data Universal Numbering System (DUNS) Number | JUN 1999 |
| 52.215-1 Alt I | Instructions to Offerors--Competitive Acquisition (May 2001) - Alternate I | OCT 1997 |

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm-Fixed Price Construction contract resulting from this solicitation.

(End of clause)

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

| Goals for minority participation for each trade | Goals for female participation for each trade |
|---|---|
| 28.0% | 6.9% |

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is **DC District of Columbia; MD Charles; Montgomery, Prince Georges Counties; VA Arlington, Fairfax, Loudoun, Prince William, Alexandria, Fairfax City and Falls Church.**

52.225-11 BUY AMERICAN ACT --CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (MAY 2002)

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

Component means an article, material, or supply incorporated directly into a construction material.

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

Cost of components means--

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Designated country means any of the following countries: Aruba, Austria, Bangladesh, Belgium, Benin, Bhutan, Botswana, Burkina Faso, Burundi, Canada, Cape Verde, Central African Republic, Chad, Comoros, Denmark, Djibouti, Equatorial Guinea, Finland, France, Gambia, Germany, Greece, Guinea, Guinea-Bissau, Haiti, Hong Kong, Iceland, Ireland, Israel, Italy, Japan.

Kiribati, Korea, Republic of, Lesotho, Liechtenstein, Luxembourg, Malawi, Maldives, Mali, Mozambique, Nepal, Netherlands, Niger, Norway, Portugal, Rwanda.

Sao Tome and Principe, Sierra Leone, Singapore, Somalia, Spain, Sweden, Switzerland, Tanzania U.R., Togo, Tuvalu, Uganda, United Kingdom, Vanuatu, Western Samoa, Yemen.

Designated country construction material means a construction material that--

- (1) Is wholly the growth, product, or manufacture of a designated country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different construction material distinct from the materials from which it was transformed.

Domestic construction material means--

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

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

North American Free Trade Agreement country means Canada or Mexico.

North American Free Trade Agreement country construction material means a construction material that--

- (1) Is wholly the growth, product, or manufacture of a North American Free Trade Agreement (NAFTA) country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a NAFTA country into a new and different construction material distinct from the materials from which it was transformed.

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

(b) Construction materials. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the Trade Agreements Act and the North American Free Trade Agreement (NAFTA) apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated country and NAFTA country construction materials.

(2) The Contractor shall use only domestic, designated country, or NAFTA country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows: NONE

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

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

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

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

(c) Request for determination of inapplicability of the Buy American Act. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including--

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

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

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

Foreign and Domestic Construction Materials Price Comparison

| Construction material description | Unit of measure | Quantity | Price (dollars) \1\ |
|-----------------------------------|-----------------|----------|---------------------|
| Item 1: | | | |
| Foreign construction material.... | | | |
| Domestic construction material... | | | |
| Item 2: | | | |
| Foreign construction material.... | | | |
| Domestic construction material... | | | |

\1\ Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).
 List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.
 Include other applicable supporting information.

(End of clause)

52.225-12 NOTICE OF BUY AMERICAN ACT REQUIREMENT-- CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (MAY 2002)

(a) Definitions. Construction material, designated country construction material, domestic construction material, foreign construction material, and NAFTA country construction material, as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act--Construction Materials under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b) Requests for determination of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act or Balance of Payments Program before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

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

(d) Alternate offers. (1) When an offer includes foreign construction material, other than designated country or NAFTA country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic, designated country, or NAFTA country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11

for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic, designated country, or NAFTA country construction material, and the offeror shall be required to furnish such domestic, designated country, or NAFTA country construction material. An offer based on use of the foreign construction material for which an exception was requested--

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

(ii) May be accepted if revised during negotiations.

(End of provision)

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) Site visits may be arranged during normal duty hours by contacting:

Name: Lydia A. Hill
Address: 1709 Third Street NE- 3rd Floor, Washington, DC 20002
Telephone: 202-529-2218

NOTE: Site Visit will be held on 26 November 2002 at 9:00AM. Location 3101 16th Street NW, Washington, DC 20010

Pre-Proposal Conference will be held at The Penn Center Building, 1709 Third Street, NE Washington, DC 20002 on Wednesday 26 November 2002 @ 2:00PM. The lower level conference room has been reserved for the conference.

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

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)

(a) Definitions.

As used in this clause--

- (1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.
 - (2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.
 - (3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.
 - (4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.
- (b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.
- (2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
 - (3) Lack of registration in the CCR database will make an offeror ineligible for award.
 - (4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.
- (d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

(End of clause)

252.228-7004 BONDS OR OTHER SECURITY (DEC 1991)

(a) Offerors shall furnish a bid guarantee in the amount of twenty (20%) percent_ with their bids. The Offeror receiving notice of award shall furnish--

(1) A performance bond in the penal amount of one hundred percent (100%) and

(2) Payment in full of any sum due the Government.

(b) The Contractor shall furnish the performance bond to the Contracting Officer within ten (10) days after receipt of the notice of award. The Contracting Officer will not issue the notice to proceed until receipt of an acceptable performance bond and payment of any sum due the Government.

(c) Bonds supported by sureties whose names appear on the list contained in Treasury Department Circular 570 are acceptable. Performance bonds from individual sureties are acceptable if each person acting as a surety provides a SF 28, Affidavit of Individual Surety, and a pledge of assets acceptable to the Contracting Officer.

(End of clause)

52.0204-4008

EVIDENCE OF AUTHORITY TO SIGN BIDS/PROPOSALS

Evidence of the authority of individuals signing bids/proposals to submit firm bids/proposals on behalf of the bidder/offeror is required except where the bid/offer is signed, and shows that it is so signed, by: The President, Vice-President, or Secretary of Incorporated bidders; a partner in case of partnership; the owner in the case of sole proprietorships. Failure to submit with the bid satisfactory evidence of authority of all other persons may be cause for rejection of bid as an invalid or nonresponsive bid.

End of Clause

(CENAB-OC APR 1984)
(FAR 4.102)
(52.0204-4008)

SECTION 00100 (EVALUATION CRIT

1.0 PROPOSAL SUBMITTAL INSTRUCTIONS:

1.1 General: In response to this solicitation the offerors are required to submit technical and cost proposals in accordance with the instructions herein. It is the intent of this solicitation to seek proposals from qualified offerors with experience and “satisfactory” performance ratings. The successful offeror will be selected based on who provides the best over-all value to the government, also known as the “Trade-Off” method. Proposals will be evaluated on their own merit based upon the criteria listed herein, which are described in descending order of importance.

1.2 Source Selection: This source selection may result in an award being made to a higher rated, higher priced offeror where the decision is consistent with the evaluation factors and where it is deemed by the Source Selection Authority that the technical superiority, overall business approach, and/or the past performance of the higher priced

offeror outweighs the benefits of any price difference. The Source Selection Authority, using sound business judgement, will base the source selection decision on a trade off analysis of the proposals submitted in response to this solicitation in accordance with the evaluation factors established for this solicitation.

1.3 Format: Each offeror is required to submit his proposal consisting of the following volumes:

- Volume I – Technical Proposal (4 copies plus original)
- Volume II – Cost Proposal (2 copies plus original)
- Volume III – Subcontracting Plan (2 copies plus original)

1.4 Envelopes: Proposal submission envelopes and/or boxes shall be marked:

Proposal Due Date: 12 December 2002

Time of Opening: Close of Business 4:00PM local time

Proposal for: DACW31-02-R-0044

1.5 Page Limits: The following page limits shall apply, which do not include title sheets, indices, tables of content, schedules, or cover sheets:

- Volume I – Technical Proposal: 150 pages, maximum
- Volume II – Cost/Price Proposal: (Section 00010, and Section 00600, Representation and Certifications)

Volume III – Subcontracting Plan, No page limit

A page printed on both sides will be counted as two pages. Pages containing text shall be submitted on 8-1/2 x 11 inch paper. Each page shall be minimally single spaced with a minimum 12 point font and one inch margins all around. Drawings or other graphics shall be reduced only to the extent legibility is not lost.

1.6 Where To Submit Proposal: Offerors shall submit their proposals to the US Army Corps of Engineers, 3rd Floor, 1709 Third Street NE, Washington, DC 20002, no later than the time and date specified on Standard Form 1442, Block 13.

2.0 EVALUATION PROCESS:

2.1 Proposal Compliance Review: This review will assure that all required forms and certifications are complete and that the technical, price and subcontracting proposals have been received. Offerors are advised that the evaluation and rating of all proposals will be conducted in strict confidence.

2.2 Technical Qualifications: Volume I shall be reviewed, evaluated and rated by a Technical Evaluation Committee (TEC) established by the Source Selection Authority (SSA). Offerors submitting proposals for this project should limit submissions to data essential for evaluation of proposals. Incomplete proposals or failure to submit all data indicated below may result in a lower rating, and/or be cause for determining a proposal to be incomplete and, therefore, not considered for subsequent award. Technical proposals shall be evaluated based upon the factors identified below. All factors shall be rated and are listed in descending order of importance.

- FACTOR 1 – 3.1 Prime Contractor Relevant Experience
- FACTOR 2 – 3.2 Prime Contractor Past Performance
- FACTOR 3 – 3.3 Schedule
- FACTOR 4 – 3.4 Prime Contractor Key Personnel
- FACTOR 5 – 3.5 Major Subcontractors Past Performance

2.3 Price/Cost: Volume II will be evaluated by a Cost Evaluation Committee (CEC) established by the Source Selection Authority. Proposals shall be evaluated utilizing cost or price analysis techniques. Prices in an offeror's proposal and breakdown are required to be reasonable for the work to be performed and consistent with relevant elements of the technical proposals. Price will not be scored. **All technical evaluation factors, when combined, shall be approximately equal to cost or price.**

2.4 Subcontracting: Volume III shall be reviewed by the Small Business Evaluation Committee (SBEC) established by the SSA. The Subcontracting Plan is part of the Source Selection Process and shall be rated on a “go, no-go” basis in accordance with AFARS Appendix DD. Large business concerns shall submit as part of their proposal their subcontracting projections for this project.

2.5 Trade-Off Analysis: After all above evaluations are complete, the Source Selection Authority will then consider all factors to determine which offeror has the proposal that represents the best overall value to the Government. It is the intent of the Government to award a contract to the offeror offering the most advantageous proposal to the Government considering that the Technical Evaluation Factors, when combined, are approximately equal to price.

2.6 Miscellaneous: The Government reserves the right to reject any or all proposals at any time prior to award, to negotiate with offerors in the competitive range, and to award a contract to the offeror with the most advantageous proposal. Offerors are advised that it is the intent of the Government that an award will be made without discussions. However, the Government reserves the right to hold discussions if it determines that discussions are necessary. Therefore, proposals should be submitted on the most favorable terms that the offeror can submit. Offerors should NOT assume that they will be contacted or afforded an opportunity to clarify, discuss or revise a proposal.

3.0 VOLUME I - TECHNICAL PROPOSALS:

Technical proposals shall be evaluated based upon the following criterion factors:

3.1 Prime Contractor Relevant Experience: The offeror shall demonstrate relevant experience by the physical completion and client acceptance of at least 3, and not more than 6, similar and relevant projects completed within the past five years. To be considered similar and relevant, these projects should demonstrate phasing, accelerated schedules, and the new construction of buildings with a minimum completion value of \$25,000,000. Proposals shall include at least the following:

- a) Project Name and Location
- b) Scope and Relevance
- c) Award Amount and Completion Amount
- d) Original and Final Contract Durations and Completion Dates
- e) Performance Rating
- f) Project Owner and Point of Contact Information
- g) Role of Offeror in Project
- h) Amount and Extent of Subcontracting
- i) Success in Commissioning the Project

Offerors may use the form “PRIME CONTRACTOR/SUBCONTRACTOR EXPERIENCE” provided at the end of this section.

3.2 Prime Contractor Past Performance: The offeror shall provide the performance evaluations on the projects submitted under paragraph 3.1 above. The submitted projects shall have at least a “Satisfactorily” performance rating. Submission of correspondence from project owners will suffice if performance evaluation forms are not available. For government agency projects, the offeror shall submit that agency’s performance evaluation forms. The Government may contact the individuals identified by the offeror to confirm performance capabilities. The

offeror must take whatever steps are necessary to ensure that the named individuals can be reached at the number indicated for a reference. The Government may use other information that is readily available to determine an offeror's past performance, such as CCASS or ACASS ratings.

3.3 Schedule: The offeror shall submit a schedule in either Microsoft Project, Primavera, or equal format that shows the offeror's anticipated plan to execute the work for this project. At a minimum, the schedule should include the major trades and work activities, any interim milestone dates, key long lead submittals and completion of the project on time. The schedule should demonstrate logical activity relationships, realistic durations and should show a reasonable and realistic understanding of this Request for Proposal.

3.4 Prime Contractor Key Personnel:

3.4.1 Resumes: The offeror shall submit the key project personnel for the management of this project and shall provide individual resumes for these key personnel highlighting specific experience, qualifications, training and number of years with your firm. The offeror may use the attached "PERSONNEL" form at the end of this section. Additional sheets may be used to indicate awards or letters of recommendation for key personnel. These pages are included in the page limit. The offeror shall submit the individuals below and identify their roles in the project:

Project Manager: Defined as the overall manager of the project. This person should have at least 10 years of experience as a project manager responsible for general construction work for either a prime contractor or a subcontractor. Experience with similar projects is highly desirable.

Project Superintendent: Defined as the overall field manager responsible for the actual construction. This person should have at least 10 years of experience as a superintendent project manager responsible for general construction work for either a prime contractor or a subcontractor. Experience with similar projects is highly desirable.

Quality Control Manager: Defined as the manager of all the various field Quality Control personnel and activities. This person should have experience as noted in the specifications.

3.4.2 Availability Statement: The proposed personnel shall be available or made available for this project. The offeror shall submit an "Availability of Key Personnel" statement that indicates each individual's current assignment and the offeror's plan to ensure that the named personnel will be used on this project.

3.5 Major Subcontractors Past Performance: The offeror shall submit the following information on any proposed major subcontractors to be used for this project. Major subcontractors shall include those used to do concrete, mechanical, electrical, and/or masonry work. Should the prime contractor be planning on performing any of this work using their own forces rather than by subcontracting, the prime contractor shall submit the following information for the foremen who will supervise these parts of the project. The offeror shall describe at least 3, and not more than 6, projects completed by the subcontractors/foremen during the last five years. The subcontractors/foremen shall provide references, performance evaluations, and/or letters of recommendation for these projects.

4.0 VOLUME II – COST PROPOSAL:

4.1 Cost Proposal: The Cost Proposal shall be placed in a separate envelope.

4.2 Price: The offeror shall submit Standard Form 1442, entitled "Solicitation, Offer and Award" as well as the Price Schedule included in this proposal. This information will be evaluated for cost reasonableness and cost realism as related to the government estimate and price competitiveness.

4.3 Representations and Certifications: The offeror shall submit one completed original and two copies of Section 00600, Representations and Certifications.

5.0 VOLUME III – SUBCONTRACTING PROPOSAL:

Large Business offerors shall submit a subcontracting plan in accordance with Contract Clauses 52.219-8 and 52.219-9. To be acceptable, plans must adequately address the six required statutory elements and provide sufficient information to enable the Contracting Officer to answer affirmatively questions A through H of Appendix DD, AFARS 5119.705. Percentage goals apply to the total contract dollar amount being subcontracted. The current Baltimore District Small Business goals for this project are 60%. Of that 60% goal, 15% is to be placed with Small Disadvantaged Businesses, 8% is to be placed with Women Owned Small Businesses, 3% is to be placed with Veteran Owned Small Businesses, 3% is to be placed with HUB zone businesses and 3% is to be placed with Service Disabled Small Businesses. The original subcontracting plan shall be placed in a separate envelope.

6.0 EVALUATION OF TECHNICAL PROPOSAL– VOLUME I

The technical proposal criteria described below indicate how the government will evaluate each offeror's response to the requested information.

6.1 Prime Contractor Relevant Experience: Offerors shall meet this evaluation criterion by demonstrating sufficient experience with similar projects. The information submitted should include those items indicated on the form "PRIME CONTRACTOR/SUBCONTRACTOR EXPERIENCE" for each of the submitted projects. The offeror shall demonstrate similar and relevant experience by the physical completion and client acceptance of at least 3, and not more than 6, similar and relevant projects completed within the past five years. To be considered similar and relevant, these projects should demonstrate phasing, accelerated schedules, and the new construction of buildings with a minimum completion value of \$25,000,000. Favorable consideration will be given to those proposals that demonstrate an extensive amount of experience with similar and relevant projects.

6.2 Prime Contractor Past Performance: Offerors shall meet this evaluation criterion by demonstrating a satisfactory level of performance on the projects submitted under paragraph 3.1 above. Specifically, the offeror shall submit performance evaluations of at least 3, and not more than 6, similar and relevant projects completed within the past five years. To be considered similar and relevant, these projects must have included phased work as well as the construction of at least one large, complex, building with a minimum completion value of \$25,000,000. The submitted projects shall have at least a "satisfactory" performance rating. Favorable consideration will be given for performance ratings that exceed a "satisfactory" level of performance. Further favorable consideration will also be given for projects rated higher than satisfactory in the Corps of Engineers' CCASS rating system.

6.3 Schedule: Submissions shall meet this criterion by including a schedule in either Microsoft Project, Primavera, or equal format that shows the offeror's anticipated plan to execute the work for this proposal. At a minimum, the schedule should include the major trades and work activities, any interim milestone dates, key long lead submittals and completion of the project on time. Favorable consideration shall be given to schedules that show project completion ahead of the allowable construction completion period while still demonstrating logical activity relationships, realistic durations, and a reasonable and realistic understanding of this Request for Proposal.

6.4 Prime Contractor Key Personnel: Submissions shall meet this evaluation criterion by submitting resumes of the key personnel indicated, identifying their roles and functions, and indicating their availability for this project. The offerors are advised that substitution of proposed key personnel will not be permitted unless approved by the contracting officer. Favorable consideration will be given for personnel with superior qualifications or personnel who demonstrate extensive experience with similar and relevant construction projects.

6.5 Major Subcontractors Past Performance: Offerors shall meet this evaluation criterion by submitting the requested information for each major subcontractor. Major subcontractors shall include those used to do concrete, mechanical, electrical, and/or masonry work. Should the prime contractor be planning on performing any of this work using their own forces rather than by subcontracting, the prime contractor shall submit the requested

information for the foremen who will supervise these parts of the project. Offerors showing that the submitted subcontractors/foremen assisted them in receiving ratings that are higher than satisfactory for performance on previous projects will receive favorable consideration. Further favorable consideration will be given to subcontractors/foremen with experience on similar and relevant projects.

PERSONNEL

Name of Manager _____

Management Title on this project _____

No. of years: With this firm _____ With other firms _____

No. of years in this position or role: _____

Specialization: _____

Professional Registration (Type and State of Registration): _____

Your specific experience and qualifications relevant to this project.

(Use continuation sheets, if needed)

PRIME CONTRACTOR/SUBCONTRACTOR EXPERIENCE

Company name _____

Name of Project/Location _____

General Scope of Project and Relevance to this project _____

Owner of the Project: _____

(Note: If Government Contract, give Contract No. and Contracting Office)

Owner's P.O.C. to include Name, Address and Phone _____

(Note: If Government Contract, give name of Contracting Officer)

Role (prime, joint venture, subcontractor) and work your company self-performed on this contract, and number of years in this role: _____

Construction Contract Completion Date: _____

Construction Contract Value at Award: _____

Construction Contract Value at Completion: _____

Extent and type of work you subcontracted out by percentage _____

Original Contract Duration: _____

Final Contract Duration: _____

Customer Satisfaction: (Attach awards, letters of appreciation, or other honoraria if received)

Lost time accidents and Safety Rating: _____

Success in Commissioning Electrical, Mechanical and LAN Systems: _____

Overall Rating for Quality Control and Timeliness of Completion: _____

SAMPLE SUBCONTRACTING PLAN

SAMPLE SUB-CONTRACTING PLAN

MINIMUM DATA REQUIRED FOR SUBMISSION
OF A SUBCONTRACTING PLAN

1. IFB/RFP/Contract Number **DACW31-02-R-0044 (Bell-Lincoln School)**

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 % _____

Amount to be subcontracted to Service-Disabled Veteran Owned Small Business:

\$ _____ 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 05/01PH

Page 3 of 3

52.0215-4051 COMPETITIVE RANGE
COMPETITIVE RANGE DETERMINATION

The Contracting Officer shall establish a competitive range comprised of the most highly rated proposals, unless the range is further reduced for purposes of efficiency. After evaluating all proposals, the contracting officer may determine that the number of the most highly rated proposals, which might otherwise be included in the competitive range, exceeds the number at which an efficient competition can be conducted.

(CENAB-CT – MAY 00)
(FAR 15.306©
(52.0215-4051)

52.0214-4024 DELIVERY OF BIDS/
DELIVERY OF BIDS/PROPOSALS

Bids/Proposals may be delivered in person to the Contracting Division, Baltimore District, Corps of Engineers, The Penn Center, 1709 Third Street, NE Third Floor, Washington, DC 20002.

End of Clause

(CENAB-CT JUL 1993)
(FAR 14.302)
(52.0214-4024)

52.0214-4012 INQUIRIES

INQUIRIES

Prospective bidders may submit inquiries relating to the

solicitation by writing the Baltimore District, Corps of Engineers, ATTN: Business Support Branch, Contracting Division, P.O.Box 1715, Baltimore, Maryland 21203-1715 (giving project name, location and project number), or by calling the following numbers (COLLECT CALLS WILL NOT BE ACCEPTED).

Procurement of Plans, Specifications and Prospective Bidders Lists:
(Bidders Lists will not be read over the phone 410-962-3464/5638
202-529-2218

Plan Holders List can be viewed/printed from the below site
NOTE: <https://ebs.nab.usace.army.mil/AdvertisedSolicitations>

Technical Questions relating to Plans and Specifications: MUST BE IN WRITING. Refer to Paragraph entitled, Explanation to Prospective Bidders. Facsimile (FAX) questions may be transmitted using the following number. 202-529-2251

E-mail Technical Question to: Lydia.a.hill@nab02.usace.army.mil

Bid Results or Copy of Abstract of Bids: (Bids of Apparent three (3) low bidders only will be given) 202-529-2218

End of Clause

(52.214-4012)

52.0236-4045 HARBOR MAINTENANC
HARBOR MAINTENANCE FEE

Offerors contemplating use of U.S. ports in the performance of the contract are subject to paying a harbor maintenance fee on cargo. Federal law establishes an ad valorem port use fee on commercial cargo imported into or exported from various U.S. ports. The fee is 0.125 percent (.00125). Cargo to be used in performing work under contracts with the U.S. Government is not exempt from the fee, although certain exemptions do exist. Offerors are responsible for ensuring that the applicable fee and associated costs are taken into consideration in the preparation of their offers. Failure to pay the harbor maintenance fee may result in assessment of penalties by the Customs Service.

The statute is at Title 26 U.S. Code sections 4461 and 4462. Department of Treasury Customs Service regulations implementing the statute, including a list of ports submit to the fee, are found at 19 CFR Section 24.24, Harbor Maintenance Fee. Additional information may be obtained from local U.S. Customs Service Offices or by writing to the Director, Budget Division, Office of Finance, Room 6328, U.S. Customs Service, 1301 Constitution Avenue, N.W., Washington, D.C. 20229.

End of Clause

(CENAB-CT SEP 1995)
(EAL 88-1)
(52.0236-4045)

52.0219-4076 SUBCONTRACTING PL
SUBCONTRACTING PLAN SUBMISSION

(a) This provision does not apply to Small Business concerns.

(b) Offerors shall submit with their proposal a Small Business and Small Disadvantaged Business Subcontracting Plan which will be evaluated for compliance with FAR 19.7 and statutory requirements of Public Laws 95-507, 99-661, and 100-656. The plans shall provide comprehensive responses to the requirements of the clause entitled, "Small Business and Small Disadvantaged Business Subcontracting Plan (FAR 52.0219-0009). The plan, as a minimum, shall include a detailed discussion of the elements set forth in FAR Clause 52.0219-0009(d)(1) through (11).

(c) Additionally, the proposed subcontract plan must demonstrate clear and concise knowledge and understanding of statutory requirements and regulations as it relates to Small Business, Small Disadvantaged Businesses (SDB), Historically Black Colleges and Universities/ Minority Institutions (HBCU/MI), Woman Owned Businesses (WOB), and HUBZones.

(d) The proposed plan shall address efforts to broaden SDB/HBCU/MI vendor base, outreach efforts, description of supplies and services to be subcontracted, identification of proposed firms who will be utilized, intended value to be subcontracted and percentage goals for the basic contract and each option year, (if any), which are realistic yet which are realistic yet challenging. Past performance and goal achievement for past performance shall be addressed.

(e) Contractors should use as a guide, the sample format included in Section J (for all solicitations except construction) or Section 00100 (for construction solicitation).

(f) For the purposes of this procurement, the following goals are considered reasonable and achievable during the term of the contract:

60% a minimum of the planned subcontracting dollars to be placed with small business concerns. (The following are subsets of the small business goal):

And of that portion placed with small business concerns, 15% shall be placed with small disadvantaged business concerns, to include HBCU/MI's.

8% to be placed with women owned small businesses;

3% to be placed with HUBZones small businesses;

3% to be placed with Veteran-Owned small businesses;

3% to be placed with Service-Disabled Veteran-Owned small businesses.

End of Clause

(CENAB-CT/ Jan 01)
(52.0219-4076)

52.0236-4030 MAGNITUDE OF CONS
MAGNITUDE OF CONSTRUCTION PROJECT

The estimated value of the proposed work is between \$25,000,000.00 and \$50,000,000.00.

End of Clause

(CENAB-CT MAY 1992)
(FAR 36.204)
(52.0236-4030)

52.0236-4013 SAFETY REQUIREMEN
SAFETY REQUIREMENTS

The contractor is advised that he shall be expected to comply with the OSHA Standards as well as the most recent Corps of Engineers Safety and Health Requirements Manual (EM 385-1-1). EM 385-1-1 with applicable addenda and the OSHA Standards are hereby incorporated by reference, as if fully set forth.

End of Clause

(CENAB-CT NOV 1996)
(FAR 36.513)
(52.0236-4013)

52.0228-4007 INFORMATION REGAR
INFORMATION REGARDING BIDDING MATERIAL, BID GUARANTEE/BONDS

(a) BID BONDS: (Applicable only if bid/contract is \$25,000 or greater). Each bidder shall submit with his bid a Bid Bond (Standard Form 24) with good and sufficient surety or sureties acceptable to the Government, or other security as provided in FAR 52.0228-0001, Bid

Guarantee, in the form of twenty percent (20%) of the bid price or three million dollars (\$3,000,000), whichever is lesser. The bid bond penalty may be expressed in terms of a percentage of the bid price or may be expressed in dollars and cents.

(b) PERFORMANCE AND PAYMENT BONDS: (Applicable only if bid/contract is \$100,000 or greater). Within ten (10) calendar days after the prescribed forms are presented to the bidder to whom award is made for signature, a written contract shall be executed and two bonds, each with good and sufficient surety or sureties acceptable to the Government, furnished; namely a performance bond (Standard Form 25) and a payment bond (Standard Form 25A). The penal sums of such bonds will be as follows:

(1) PERFORMANCE BOND: The penal sum of the performance bond shall equal one hundred percent (100%) of the contract price. The performance bond shall specifically provide coverage for taxes imposed by the United States which are collected, deducted, or withheld from wages paid by the contractor in carrying out the contract with respect to which such bond is furnished.

(2) PAYMENT BOND: : The penal sum of the payment bond shall equal one hundred percent (100%) of the contract price.

(c) INDIVIDUAL SURETIES: Acceptable forms of security include corporate or individual sureties. Should bidder decide to provide individual sureties, Standard Form 28, Affidavit of Individual Surety, must be used. The Contracting Officer shall determine the acceptabilities of individuals proposed as sureties. One individual surety is adequate support for a bond, provided the unencumbered value of the assets pledged by the individual surety equal or exceed the amount of the bond. The Contracting Officer shall consider the number and amounts of other bonds upon which a proposed individual surety is based, and the status of the contracts for which such bonds were furnished, in determining the acceptability of the individual surety. Instructions on the reverse of Standard Form 28 are important and must be followed completely.

End of Clause
(FAR 28.102) (52.228.4007)

52.0236-4011 PRE-AWARD SAFETY
PREAWARD SAFETY CONFERENCE

Where an apparent low bidder, in performance of contracts during the previous three year period incurred one or more accidents, or where, in the opinion of the Contracting Officer, there is any question regarding his compliance with any safety or accident prevention requirement, such bidder, on request of the Contracting Officer prior to any award under this solicitation, shall attend a conference with representatives of the Contracting Officer to discuss any such accidents or non-compliance, the reasons for their occurrence, and measures which will be taken to preclude any

recurrence thereof.

Information elicited at this conference will be used by the Contracting Officer, in conjunction with other information obtained in the pre award survey, in determining the bidder's responsibility.

The items discussed, the preventive measures considered, and any conclusions reached in this conference shall be recorded in minutes of the meeting, which shall be authenticated by the signatures of representatives of the bidder and the Contracting Officer, and any procedures noted therein as agreed upon shall become an obligation of the bidder, along with all other safety and accident prevention requirements of the contract, if award is made to him.

End of Clause

(CENAB-CT MAY 1992)
(FAR 36.513)
(52.0236-4011)

52.0232-4132 ELECTRONIC FUNDS
EFT FORM

The Electronic Funds Transfer (EFT) form will be included in solicitations (IFBs, RFPs, RFQs) in Section J, or where wage rates are included.

The Electronic Funds Transfer (EFT) form (attached) shall be completed if the bidder/offer does not have a current contract with the U.S. Army Corps of Engineers, Baltimore District. The completion and processing of this form ensures that payment under a resultant contract will be made by Electronic Funds Transfer.

Contractor Tax Identification Number for Businesses (16)
Employee Social Security Number

□ □ □ □ □ □ □ □ □

SIGNATURE: (17) _____ DATE: (18) ____/____/____

FORM: UFC-DISB-4 (revised)

**EFT IS HERE!!!
NOTICE TO ALL VENDORS AND TRAVELERS**

Electronic Funds Transfer (EFT) will be available for all COE payments made by the USACE Finance Center (UFC) (effective 1 May 1999) to comply with Public Law 104-134.

If you are interested in payment via EFT, complete the form on the back of this notice to sign up for Direct Deposit and return to F&A, RMO. If you are unsure of routing or account numbers, consult with your financial institution to fill out the bottom portion of the form. Once EFT is established, instead of receiving checks, you will have payments directly deposited into your checking or savings account. Avoid mail delays sometimes encountered with Treasury Checks and a possible six weeks delay for replacement of lost checks by signing up for EFT.

MAIL COMPLETED FORM TO: **USACE BALTIMORE DISTRICT
ATTN: F&A (Jody Svehla)
P.O. Box 1715
Baltimore, MD 21203-1715**

Mark the front of the envelope "Do not open in the Mailroom."

Listed below are the instructions for completing form UFC-DISB-4.

1. Vendors and/or travelers should indicate that this is a new Direct Deposit to be set up.
2. Indicate EROC Code for Baltimore (automatically done), E1.
3. Include the Name or Company as it appears on the invoice. If the contract was written to Bill and Betty Smith, the bill and Direct Deposit form should include both names not Bill Smith. (Travelers please print your name).
4. This address should be the physical address of the business. (Travelers this is normally your home address).
5. The city and state that match the physical address.
6. The mailing address should include any and all Remit to/payment addresses that are different from the physical address. (If more space is needed, include an attachment page with all addresses listed). This is VERY IMPORTANT since we load the routing and bank account numbers on each payment address.
7. Include daytime phone number in case there are questions concerning the completed form.
8. Check if the depositor account number furnished is a checking account.
9. Check if the depositor account number furnished is a savings account.
10. Include financial institution account number, one number in each slot. This number can be found on the front of check.
11. Physical address of the financial institution.
12. City and state, include zip code.
13. City and state, including zip code.
14. The routing number for the financial institution. It is located on the face of the check. This is always a nine digit NUMBER. Enter one number in each space.
15. Depositor account title is the name registered with the bank on the bank account.
16. For businesses include the IRS tax ID number. For individuals, use the social security number.
17. Businesses should have a signature of an officer of the company. Individuals should sign. If the Direct Deposit form/contract is written in the name of Bill and Betty Smith, both individuals should sign.
18. Date of the authorization.

(52.0232-4132-End)

52.0219-4077 SUBCONTRACTING PL
SUBCONTRACTING PLAN EVALUATION

(a) This provision does not apply to Small Business concerns.

(b) In accordance with AFARS 19.705, all subcontracting plans submitted pursuant to Section L (for all but construction) or Section 00100 (for construction) provision, SUBCONTRACTING PLAN SUBMISSION (52.0219-4076), will be evaluated by the Baltimore District Small Business Office.

(c) Failure to submit and negotiate an acceptable subcontracting plan shall make the offeror ineligible for award of a contract.

(d) Refer to Section L (for all but construction) or Section 00100 (for construction) of this solicitation for specific goals guidance.

End of Clause

(CENAB-CT JUL 1996)
(AFARS 19.7)
(52. 0219-4077)

52.0215-4060 DISCUSSIONS
DISCUSSIONS

Any oral or written communication between the Government and an offeror, (Other than communications conducted for the purpose of minor clarification) whether or not initiated by the Government, that (a) involves information essential for determining the acceptability of a proposal, or (b) provides the offeror an opportunity to revise or modify its proposal will be considered discussions. Such inquiries and resulting clarification, furnished by the offeror, shall be considered part of its proposal.

End of Clause

(CENAB-CT FEB 93)
(FAR 15.601)
(52.0215-4060)

52.0233-4041 SERVICE OF PROTES
SERVICE OF PROTEST

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting

Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

(For hand delivered protests) -
U.S. Army Engineer District, Baltimore
ATTN: District Counsel/CENAB-OC
Room 6420, City Crescent Building
10 South Howard Street
Baltimore, Maryland 21201

(For mailed protests) -
U.S. Army Engineer District, Baltimore
ATTN: CENAB-OC
P.O. Box 1715
Baltimore, Maryland 21203-1715

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

End of Clause

(CENAB-CT APR 97)
(FAR 52. 233-0002)
(52. 233-4041)



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

CENAB-CT

June 5, 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.ccr.gov/index.cfm> . 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?")

CENAB-CT

SUBJECT: Central Contractor Registration (CCR)

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.

- 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 1 January 2002, Subject: Central Contractor Registration (CCR).

James J. Rich
JAMES J. RICH, PhD.
Chief, Contracting Division

Section 00600 - Representations & Certifications

CLAUSES INCORPORATED BY REFERENCE

| | | |
|--------------|---|----------|
| 52.203-2 | Certificate Of Independent Price Determination | APR 1985 |
| 52.203-11 | Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions | APR 1991 |
| 52.204-3 | Taxpayer Identification | OCT 1998 |
| 52.204-5 | Women-Owned Business (Other Than Small Business) | MAY 1999 |
| 52.209-5 | Certification Regarding Debarment, Suspension, Proposed Debarment, And Other Responsibility Matters | DEC 2001 |
| 52.222-22 | Previous Contracts And Compliance Reports | FEB 1999 |
| 52.222-38 | Compliance with Veterans' Employment Reporting Requirements | DEC 2001 |
| 52.223-13 | Certification of Toxic Chemical Release Reporting | OCT 2000 |
| 52.223-13 | Certification of Toxic Chemical Release Reporting | OCT 2000 |
| 52.236-28 | Preparation of Proposals--Construction | OCT 1997 |
| 252.204-7001 | Commercial And Government Entity (CAGE) Code Reporting | AUG 1999 |
| 252.209-7001 | Disclosure of Ownership or Control by the Government of a Terrorist Country | MAR 1998 |
| 252.209-7002 | Disclosure Of Ownership Or Control By A Foreign Government | SEP 1994 |
| 252.247-7022 | Representation Of Extent Of Transportation Of Supplies By Sea | AUG 1992 |

CLAUSES INCORPORATED BY FULL TEXT

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 1542/233320.

(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.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding.

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern --

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of 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)

52.0204-4005 CERTIFICATE OF CO
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

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>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> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned _____ | <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>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p> | |
| <p>Federal Use Only:</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 boxes 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.

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

| | | |
|----------------|--|----------|
| 52.202-1 Alt I | Definitions (Dec 2001) --Alternate I | MAY 2001 |
| 52.203-3 | Gratuities | APR 1984 |
| 52.203-5 | Covenant Against Contingent Fees | APR 1984 |
| 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 |
| 52.215-10 | 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 |
| 52.219-8 | Utilization of Small Business Concerns | OCT 2000 |
| 52.219-9 | Small Business Subcontracting Plan | JAN 2002 |
| 52.219-16 | Liquidated Damages-Subcontracting Plan | JAN 1999 |
| 52.222-1 | Notice To The Government Of Labor Disputes | FEB 1997 |
| 52.222-3 | Convict Labor | AUG 1996 |
| 52.222-4 | Contract Work Hours and Safety Standards Act - Overtime Compensation | SEP 2000 |
| 52.222-6 | Davis Bacon Act | FEB 1995 |
| 52.222-7 | Withholding of Funds | FEB 1988 |
| 52.222-8 | Payrolls and Basic Records | FEB 1988 |
| 52.222-9 | Apprentices and Trainees | FEB 1988 |
| 52.222-10 | Compliance with Copeland Act Requirements | FEB 1988 |
| 52.222-11 | Subcontracts (Labor Standards) | FEB 1988 |
| 52.222-12 | Contract Termination-Debarment | FEB 1988 |
| 52.222-13 | Compliance with Davis-Bacon and Related Act Regulations. | FEB 1988 |
| 52.222-14 | Disputes Concerning Labor Standards | FEB 1988 |
| 52.222-15 | Certification of Eligibility | FEB 1988 |
| 52.222-21 | Prohibition Of Segregated Facilities | FEB 1999 |
| 52.222-26 | Equal Opportunity | APR 2002 |
| 52.222-27 | Affirmative Action Compliance Requirements for Construction | FEB 1999 |
| 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 |
| 52.223-6 | Drug Free Workplace | MAY 2001 |
| 52.223-14 | Toxic Chemical Release Reporting | OCT 2000 |
| 52.225-9 | Buy American Act--Construction Materials | MAY 2002 |
| 52.225-11 | Buy American Act--Construction Materials Under Trade Agreements | MAY 2002 |
| 52.225-13 | Restrictions on Certain Foreign Purchases | JUL 2000 |

| | | |
|----------------|---|----------|
| 52.226-1 | Utilization Of Indian Organizations And Indian-Owned Economic Enterprises | JUN 2000 |
| 52.227-1 | Authorization and Consent | JUL 1995 |
| 52.227-2 | Notice And Assistance Regarding Patent And Copyright Infringement | AUG 1996 |
| 52.227-4 | Patent Indemnity-Construction Contracts | APR 1984 |
| 52.228-1 | Bid Guarantee | SEP 1996 |
| 52.228-2 | Additional Bond Security | OCT 1997 |
| 52.228-5 | Insurance - Work On A Government Installation | JAN 1997 |
| 52.228-11 | Pledges Of Assets | FEB 1992 |
| 52.228-12 | Prospective Subcontractor Requests for Bonds | OCT 1995 |
| 52.228-14 | Irrevocable Letter of Credit | DEC 1999 |
| 52.228-15 | Performance and Payment Bonds--Construction | JUL 2000 |
| 52.229-3 | Federal, State And Local Taxes | JAN 1991 |
| 52.229-5 | Taxes--Contracts Performed In U S Possessions Or Puerto Rico | APR 1984 |
| 52.232-5 | Payments under Fixed-Price Construction Contracts | MAY 1997 |
| 52.232-17 | Interest | JUN 1996 |
| 52.232-23 | Assignment Of Claims | JAN 1986 |
| 52.232-33 | Payment by Electronic Funds Transfer--Central Contractor Registration | MAY 1999 |
| 52.232-33 | Payment by Electronic Funds Transfer--Central Contractor Registration | MAY 1999 |
| 52.233-1 | Disputes | DEC 1998 |
| 52.233-3 | Protest After Award | AUG 1996 |
| 52.236-2 | Differing Site Conditions | APR 1984 |
| 52.236-3 | Site Investigation and Conditions Affecting the Work | APR 1984 |
| 52.236-5 | Material and Workmanship | APR 1984 |
| 52.236-6 | Superintendence by the Contractor | APR 1984 |
| 52.236-7 | Permits and Responsibilities | NOV 1991 |
| 52.236-8 | Other Contracts | APR 1984 |
| 52.236-9 | Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements | APR 1984 |
| 52.236-10 | Operations and Storage Areas | APR 1984 |
| 52.236-11 | Use and Possession Prior to Completion | APR 1984 |
| 52.236-12 | Cleaning Up | APR 1984 |
| 52.236-13 | Accident Prevention | NOV 1991 |
| 52.236-15 | Schedules for Construction Contracts | APR 1984 |
| 52.236-21 | Specifications and Drawings for Construction | FEB 1997 |
| 52.236-26 | Preconstruction Conference | FEB 1995 |
| 52.242-13 | Bankruptcy | JUL 1995 |
| 52.242-14 | Suspension of Work | APR 1984 |
| 52.243-4 | Changes | AUG 1987 |
| 52.248-3 | Value Engineering-Construction | FEB 2000 |
| 52.249-2 Alt I | Termination for Convenience of the Government (Fixed-Price) (Sep 1996) - Alternate I | SEP 1996 |
| 52.249-10 | Default (Fixed-Price Construction) | APR 1984 |
| 52.253-1 | 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 |
| 252.219-7003 | Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts) | APR 1996 |
| 252.223-7004 | Drug Free Work Force | SEP 1988 |
| 252.225-7012 | Preference For Certain Domestic Commodities | APR 2002 |
| 252.225-7031 | Secondary Arab Boycott Of Israel | JUN 1992 |
| 252.231-7000 | Supplemental Cost Principles | DEC 1991 |
| 252.236-7000 | Modification Proposals-Price Breakdown | DEC 1991 |
| 252.243-7001 | Pricing Of Contract Modifications | DEC 1991 |
| 252.243-7002 | Requests for Equitable Adjustment | MAR 1998 |
| 252.247-7023 | Transportation of Supplies by Sea | MAY 2002 |
| 252.247-7024 | Notification Of Transportation Of Supplies By Sea | MAR 2000 |

CLAUSES INCORPORATED BY FULL TEXT

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.arnet.gov/far>

<http://farsite.hill.af.mil>

<http://dtic.mil/dfars>

252.236-7001 CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS (AUG 2000)

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

(b) The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and

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

(c) In general--

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

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

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

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

| Title | File | Drawing No. |
|-------|------|-------------|
|-------|------|-------------|

<https://ebs.nab.usace.army.mil/AdvertisedSolicitations>

Bell – Lincoln School Modernization Project
(End of clause)

52.0231-4084 EQUIPMENT OWNERSH
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 practice 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)

52.0249-4083 BASIS FOR SETTLEMENT
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)

Section 00800 - Special Contract Requirements

52.0228-4001 REQUIRED INSURANCE

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

Pursuant to the contract clause entitled, 52.228-5, Insurance – Work on a Government Installation or on Dredging projects (which ever applies), the contractor shall procure and maintain during the entire period of this 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))

52.0236-4046 PLANT/MATERIAL RE

PLANT AND MATERIAL REMOVAL AFTER CONTRACT TERMINATION

Should this contract be terminated as provided in clause 52.0232-5001 (52.0232-4080) because of failure of Congress to provide additional funds for its completion, the contractor may be permitted to remove plant and material on which payments for preparatory work have been made, subject to an equitable deduction from the amounts due the contractor to reimburse the United States for the unabsorbed value of such plant and material.

End of Clause

(CENAB-CT-S DEC 95)
(52.0236-4046)
(EFARS 52.0236-5000)

52.0246-4003 TESTING LABORATOR 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)

CLAUSES INCORPORATED BY REFERENCE

52.246-21

Warranty of Construction

MAR 1994

CLAUSES INCORPORATED BY FULL TEXT

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within ten (10) calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the new Bell-Lincoln School work ready for use not later than 750 calendar days after receipt of the notice to proceed. **The demolition of Bell Multicultural Senior High School will be completed not later than 180 days after beneficial occupancy of the new Bell-Lincoln School.** The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$1,572.00 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

(a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not--

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the

Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

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

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

(End of clause)

52.0219-4081 END ITEMS OF SMAL END ITEMS OF SMALL BUSINESSES

Definition of End Item: An assembled whole system or equipment ready for its intended use. This definition

is to assist in clarification of the clause 52.219-6,
Notice of Total Small Business Set-Aside.

Clarification is also made of the provisions FAR 52.212-0003 (Offeror Representations and Certifications - Commercial Items) (FEB 2000) or FAR 52.219-0001 (Small Business Program Representations) (MAY 1999) when referring to the "Small Business Concern Representation". If the small business assembles the system or equipment (even though the components are from large businesses), the small business can certify that, "it will furnish all end items which are manufactured or produced by a small business concern in the United States".

End of Clause

(CENAB-CT SEP 00)
(FAR 19.5)
(52.219-4081)

52.0222-4020 WAGE DETERMINATIO

WAGE DETERMINATION

If a U.S. Department of Labor Wage Determination, has been included, it is titled: General Wage Decision No DC020003 dated 18 October 2002, with all current modifications. For Construction contracts the wage rate is an attachment located at the end of Section 00800. For Supply, Service and A-E contracts the wage rate is an attachment located in Section J.

If a U.S. Department of Labor Wage Determination has not been included, it should be added by amendment prior to the date set for receipt of bids/ proposals.

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)

52.0232-4028 SUBMISSION OF INV

SUBMISSION OF INVOICES.

(a) Original invoices for services performed under this contract will be submitted to and payment will be made by:

USACE FINANCE CENTER
ATTN: DISBURSING
5722 NTEGRITY DRIVE
MILLINGTON, TN 38054-5005

(b) One copy of all invoices shall be forwarded to the following for review and certification:

CENTRAL WASHINGTON AREA OFFICE
POST OFFICE BOX 29138
WASHINGTON, DC 20317

End of Clause

(CENAB-CT MAY 1992)
(52.0232-4028)

52.0232-4037 PROGRESS PAYMENT
PROGRESS PAYMENT REQUESTS

(a) Update Progress Schedule or Network Analysis and other information required by SECTION: ADMINISTRATION REQUIREMENTS of the SPECIAL CLAUSES.

(b) Certified payroll records are required by the Contract Clause entitled PAYROLLS AND BASIC RECORDS.

(c) Certification that the as-built drawings have been updated and jointly reviewed by Government and contractor representatives for the month that payment is requested as required by SECTION: AS-BUILT DRAWINGS of the SPECIAL CLAUSES.

(d) Copies of invoices for materials stored on-site that have not yet been incorporated into the work, but for which payment is requested. Original of each shall be submitted to the Contracting Officer and a duplicate copy sent to the address given in (g) below.

(e) Minutes of monthly safety meeting as required by Section 1 of EM 385-1-1, Corps of Engineers Safety and Health Requirements Manual (latest revision).

(f) Certification as required by the Contract Clause entitled PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (FAR 52.0232-0005 APR 1989). Original shall be submitted to the Contracting Officer and one copy sent to the address given in (g) below.

(g) Address for direct transmission of invoices and certification: Finance and Accounting Office
Department of the Army
Baltimore District, Corps of Engineers
P.O. Box 1715
Baltimore, Maryland 21203-1715

End of Clause

(52.0232-4037)

52.0232-4131 SUMMARY FOR THE PA
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

52.0236-4000 EVALUATION OF CON
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)

52.0236-4038 SAFETY ASSURANCE
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 recordkeeping 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
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)

52.02369-4100 YEAR 2000 COMPLI
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)

WAGE DECISION DC020003-10/18

WAGE DETERMINATION DECISION
of the SECRETARY OF LABOR

The following wage determination will be used to conform with the requirements of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) of the Contract Clauses*:

Decision No. DC020003 dated 18 October 2002

***WAGE DETERMINATIONS:** The provisions of the Davis-Bacon Act also apply to employees who work at off-site facilities such as batch plants, rock quarries, sand pits, and the like, which are set up exclusively to furnish material to the on-site construction project and are reasonably near the construction site. Accordingly, contractors are required to maintain complete records on such employees. However, operations of a "commercial supplies" or "material-man" established in proximity to but not on the actual site of work prior to the opening of bids are not covered by the Act even if dedicated exclusively to the Federal project for a time. (29 CFR 5.2(1))

General Decision Number DC020003

General Decision Number DC020003
 Superseded General Decision No. DC010003
 State: WASHINGTON,D.C.

Construction Type:
 BUILDING

County(ies):
 WASHINGTON, D.C.

BUILDING CONSTRUCTION PROJECTS (Does not include single family homes and apartments up to and including 4 stories)

Modification Number Publication Date

| | |
|----|------------|
| 0 | 03/01/2002 |
| 1 | 03/08/2002 |
| 2 | 04/12/2002 |
| 3 | 05/03/2002 |
| 4 | 05/24/2002 |
| 5 | 06/07/2002 |
| 6 | 07/05/2002 |
| 7 | 07/12/2002 |
| 8 | 07/26/2002 |
| 9 | 08/23/2002 |
| 10 | 09/27/2002 |
| 11 | 10/04/2002 |
| 12 | 10/18/2002 |

COUNTY(ies):
 WASHINGTON, D.C.

ASBE0024A 03/01/2002

Rates Fringes

ASBESTOS WORKERS/HEAT AND FROST
 INSULATORS

Includes application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems. Also the application of firestopping material for wall openings and penetrations in walls, floors, ceilings and curtain walls.

| | |
|-------|------|
| 24.02 | 8.13 |
|-------|------|

 ASBE0024B 03/01/2002

Rates Fringes

HAZARDOUS MATERIAL HANDLER

Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems.

| | |
|-------|------|
| 13.00 | 3.08 |
|-------|------|

 BRDC0001A 04/28/2002

Rates Fringes

and Chain Link Fence 23.23 8.605

 IRON0201C 05/01/2002

| | | | |
|--------------------------|-------|---------|------|
| | Rates | Fringes | |
| IRONWORKERS, REINFORCING | 22.15 | | 9.05 |

 LABO0074A 06/01/2002

| | | | |
|-------------------------------|-------|---------|------|
| | Rates | Fringes | |
| LABORERS: Skilled Laborers | 16.66 | | 2.95 |

SKILLED LABORERS:

Potmen, power tool operator, small machine operator, concrete labor including concrete preparation, signalmen, laser beam operator, waterproofer, open caisson, test pit, underpinning, pier hole and ditches, ladders and all work associated with lagging that is not expressly stated, strippers, operator of hand derricks, vibrator operators, pipelayers, or tile layers, operators of jackhammers, paving breakers, spaders or any machine that does the same general type of work, scaffold builders, operators of towmasters, scootcretes, buggymobiles and other machines of similar character, operators of tampers and rammers, and other machines that do the same general type of work, whether powered by air, electric or gasoline builders of trestle scaffolds over one tier high and sand blasters, power and chain saw operators used in clearing, installers of well points, wagon drill operators, acetylene burners and licensed powdermen.

 LABO0456S 06/01/2002

| | | | |
|-----------------------------------|-------|---------|------|
| | Rates | Fringes | |
| LABORERS: Mason Tenders, Brick | 13.28 | | 2.95 |
| Mortarmen, Scaffold Builders | 13.93 | | 2.95 |

 MARB0002C 05/01/2002

| | | | |
|---|-------|---------|------|
| | Rates | Fringes | |
| MARBLE & STONE MASONS (INCLUDES pointing, caulking and cleaning of All types of masonry, brick, stone and cement structures; EXCEPT pointing, caulking and cleaning of existing masonry, brick, stone and cement (restoration work)). | 25.92 | | 8.55 |

 MARB0003I 05/01/2002

| | | | |
|---|-------|---------|------|
| | Rates | Fringes | |
| MOSAIC and TERRAZZO WORKERS, TILE LAYERS | 19.98 | | 7.48 |

 MARB0003O 05/01/2002

| | | | |
|---------------------------|-------|---------|--|
| | Rates | Fringes | |
| MARBLE, TILE and TERRAZZO | | | |

| | | | |
|--|-------|---------|--|
| FINISHERS | 16.42 | 6.52 | |
| ----- | | | |
| PAIN0051D 06/16/2002 | | | |
| | Rates | Fringes | |
| GLAZIERS | | | |
| Contracts over \$2,000,000 | 22.26 | 6.09 | |
| Contracts \$2,000,000 and under | 21.06 | 6.09 | |
| ----- | | | |
| PAIN0051M 06/16/2002 | | | |
| | Rates | Fringes | |
| PAINTERS: | | | |
| Brush, Roller, Spray and Drywall Finishers | 21.14 | 5.92 | |
| ----- | | | |
| PLAS0891C 05/01/2002 | | | |
| | Rates | Fringes | |
| CEMENT MASONS | 21.87 | 3.895 | |
| ----- | | | |
| PLUM0005I 08/01/2002 | | | |
| | Rates | Fringes | |
| PLUMBERS: | | | |
| Apartment Buildings over 4 stories (except hotels) | 18.03 | 6.09 | |
| ALL Other Work | 27.67 | 9.24 | |
| ----- | | | |
| * PLUM0602F 08/01/2002 | | | |
| | Rates | Fringes | |
| STEAMFITTERS, REFRIGERATION AND AIR CONDITIONING MECHANICS (Including HVAC Pipe Work) | 27.52 | 9.37+a | |
| a. PAID HOLIDAYS: New Year's Day, Independence Day, Thanksgiving Day and the day after Thanksgiving Day, Labor Day and Christmas Day. | | | |
| ----- | | | |
| SFDC0669A 04/01/2002 | | | |
| | Rates | Fringes | |
| SPRINKLER FITTERS | 26.30 | 7.05 | |
| ----- | | | |
| SHEE0100B 07/01/2002 | | | |
| | Rates | Fringes | |
| SHEET METAL WORKERS (Including HVAC Duct Work) | 26.88 | 8.06 | |
| ----- | | | |
| SUDC1003A 04/12/2000 | | | |
| | Rates | Fringes | |
| LABORERS: | | | |
| Unskilled | 11.83 | 2.23 | |
| POINTERS, CAULKERS, CLEANERS (INCLUDES pointing, caulking and cleaning of existing masonry, brick, stone and cement structures (restoration work); EXCLUDES pointing, caulking and cleaning of new | | | |

or replacement masonry, brick,
stone and cement) 20.00

WELDERS - Receive rate prescribed for craft performing operation
to which welding is incidental.

=====

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates
listed under that identifier do not reflect collectively
bargained wage and fringe benefit rates. Other designations
indicate unions whose rates have been determined to be
prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can
be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a
position on a wage determination matter
- * a conformance (additional classification and rate)
ruling

On survey related matters, initial contact, including requests
for summaries of surveys, should be with the Wage and Hour
Regional Office for the area in which the survey was conducted
because those Regional Offices have responsibility for the
Davis-Bacon survey program. If the response from this initial
contact is not satisfactory, then the process described in 2.)
and 3.) should be followed.

With regard to any other matter not yet ripe for the formal
process described here, initial contact should be with the Branch
of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an
interested party (those affected by the action) can request
review and reconsideration from the Wage and Hour Administrator
(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

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

3.) If the decision of the Administrator is not favorable, an
interested party may appeal directly to the Administrative Review

Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION