

**INFORMATION TO OFFERORS OR QUOTERS  
SECTION A - COVER SHEET**

*Form Approved  
OMB No. 9000-0002  
Expires Oct 31, 2001*

The public reporting burden for this collection of information is estimated to average 35 minutes per response, including the 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 this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (9000-0002), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person will be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

**PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS. RETURN COMPLETED FORM TO THE ADDRESS IN BLOCK 4 BELOW.**

<b>1. SOLICITATION NUMBER</b>	<b>2. (X one)</b> <input type="checkbox"/> a. INVITATION FOR BID (IFB) <input type="checkbox"/> b. REQUEST FOR PROPOSAL (RFP) <input type="checkbox"/> c. REQUEST FOR QUOTATION (RFQ)	<b>3. DATE/TIME RESPONSE DUE</b>
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**INSTRUCTIONS**

**NOTE:** The provision entitled "Required Central Contractor Registration" applies to most solicitations.

1. If you are not submitting a response, complete the information in Blocks 9 through 11 and return to the issuing office in Block 4 unless a different return address is indicated in Block 7.
2. Offerors or quoters must include full, accurate, and complete information in their responses as required by this solicitation (including attachments). "Fill-ins" are provided on Standard Form 18, Standard Form 33, and other solicitation documents. Examine the entire solicitation carefully. The penalty for making false statements is prescribed in 18 U.S.C. 1001.
3. Offerors or quoters must plainly mark their responses with the Solicitation Number and the date and local time for bid opening or receipt of proposals that is in the solicitation document.
4. Information regarding the timeliness of response is addressed in the provision of this solicitation entitled either "Late Submissions, Modifications, and Withdrawals of Bids" or "Instructions to Offerors - Competitive Acquisition".

<b>4. ISSUING OFFICE</b> <i>(Complete mailing address, including ZIP Code)</i>	<b>5. ITEMS TO BE PURCHASED</b> <i>(Brief description)</i>
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<b>6. PROCUREMENT INFORMATION</b> <i>(X and complete as applicable)</i>	
<input type="checkbox"/> a. THIS PROCUREMENT IS UNRESTRICTED	
<input type="checkbox"/> b. THIS PROCUREMENT IS _____ % SET-ASIDE FOR SMALL BUSINESS. THE APPLICABLE NAICS CODE IS: _____	
<input type="checkbox"/> c. THIS PROCUREMENT IS _____ % SET-ASIDE FOR HUB ZONE CONCERNS. THE APPLICABLE NAICS CODE IS: _____	
<input type="checkbox"/> d. THIS PROCUREMENT IS RESTRICTED TO FIRMS ELIGIBLE UNDER SECTION 8(a) OF THE SMALL BUSINESS ACT.	

<b>7. ADDITIONAL INFORMATION</b>
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<b>8. POINT OF CONTACT FOR INFORMATION</b>			
<b>a. NAME</b> <i>(Last, First, Middle Initial)</i>		<b>b. ADDRESS</b> <i>(Include Zip Code)</i>	
<b>c. TELEPHONE NUMBER</b> <i>(Include Area Code and Extension)</i>	<b>d. E-MAIL ADDRESS</b>		

<b>9. REASONS FOR NO RESPONSE</b> <i>(X all that apply)</i>			
<input type="checkbox"/> a. CANNOT COMPLY WITH SPECIFICATIONS	<input type="checkbox"/> d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED	<input type="checkbox"/> b. UNABLE TO IDENTIFY THE ITEM(S)	<input type="checkbox"/> e. OTHER <i>(Specify)</i>
<input type="checkbox"/> c. CANNOT MEET DELIVERY REQUIREMENT			

<b>10. MAILING LIST INFORMATION</b> <i>(X one)</i>	
WE <input type="checkbox"/> DO <input type="checkbox"/>	DO NOT DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE INVOLVED.

<b>11a. COMPANY NAME</b>	<b>b. ADDRESS</b> <i>(Include Zip Code)</i>
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<b>c. ACTION OFFICER</b>			
<b>(1) TYPED OR PRINTED NAME</b> <i>(Last, First, Middle Initial)</i>		<b>(2) TITLE</b>	
<b>(3) SIGNATURE</b>			<b>(4) DATE SIGNED</b> <i>(YYYYMMDD)</i>

FOLD

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FOLD

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**FROM**

AFFIX  
STAMP  
HERE

SOLICITATION NUMBER	
DATE (YYYYMMDD)	LOCAL TIME

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1   72
2. CONTRACT NO.		3. SOLICITATION NO. DACW31-02-R-0047	4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 30 Sep 2002	6. REQUISITION/PURCHASE NO. W81W3G-2170-9586	
7. ISSUED BY CONTRACTING DIVISION PO BOX 1715 BALTIMORE MD 21203-1715			CODE CW31	8. ADDRESS OFFER TO (If other than Item 7)		CODE
			<b>See Item 7</b>		TEL: FAX:	
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".						
<b>SOLICITATION</b>						
9. Sealed offers in original and <u>3</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>10 So Howard St Rm 7000</u> until <u>04:00 PM</u> local time <u>30 Oct 2002</u> (Hour) (Date)						
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.						
10. FOR INFORMATION CALL:	A. NAME MARY ANN MITCHELL		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 410-962-5615		C. E-MAIL ADDRESS maryann.mitchell@nab02.usace.army.mil	
<b>11. TABLE OF CONTENTS</b>						
(X) SEC.	DESCRIPTION		PAGE(S)	(X) SEC.	DESCRIPTION	
<b>PART I - THE SCHEDULE</b>			<b>PART II - CONTRACT CLAUSES</b>			
X A	SOLICITATION/ CONTRACT FORM		1	X I	CONTRACT CLAUSES	
X B	SUPPLIES OR SERVICES AND PRICES/ COSTS		2 - 4	<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</b>		
X C	DESCRIPTION/ SPECS/ WORK STATEMENT		5 - 14	X J	LIST OF ATTACHMENTS	
X D	PACKAGING AND MARKING		15	<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>		
X E	INSPECTION AND ACCEPTANCE		16	X K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X F	DELIVERIES OR PERFORMANCE		17			
X G	CONTRACT ADMINISTRATION DATA		18 - 20	X L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X H	SPECIAL CONTRACT REQUIREMENTS		21 - 24	X M	EVALUATION FACTORS FOR AWARD	
<b>OFFER (Must be fully completed by offeror)</b>						
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.						
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.						
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)						
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):			AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)			
15B. TELEPHONE NO (Include area code)	<input type="checkbox"/>	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.			17. SIGNATURE	18. OFFER DATE
<b>AWARD (To be completed by Government)</b>						
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION		
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM
24. ADMINISTERED BY (If other than Item 7)			CODE	25. PAYMENT WILL BE MADE BY		
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	EMARC Abatement Contract CPFF		Lot		Not To Exceed \$20,000,000.00 for each contract awarded under this solicitation
	<p>BASE PERIOD (36 months from date of award) - The contractor shall furnish all personnel, materials, and equipment/facilities necessary to conduct investigations, and/or remedial/corrective measures within the North Atlantic Division Corpts of Engineers, but primarily in Washington, D.C. in accordance with SECTION C, Descriptions/Specifications/Work Statement. Delivery and site requirements will be prescribed in individual task orders.</p> <p>PURCHASE REQUEST NUMBER: W81W3G-2170-9586</p>				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 OPTION	EMARC Abatement Contract		Lot		NSP
	<p>OPTION PERIOD (24 months from expiration date of CLIN 0001) - The contractor shall furnish all personnel, materials, and equipment/facilities necessary to conduct investigations, and/or remedial/corrective measures within the North Atlantic Division Corpts of Engineers, but primarily in Washington, D.C. in accordance with SECTION C, Descriptions/Specifications/Work Statement. Delivery and site requirements will be prescribed in individual task orders.</p>				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003			Lot		

**SAMPLE TASK**

**CPFF**

The contractor shall furnish all personnel, materials and equipment facilities to provide remedial actions in accordance with SECTION J - Attachment , entitled "Sample Task, Ceiling Tile, Floor Tile, and Mastic Abatement First and Second Floors", XYZ Elementary School, Washington, D.C."

**THIS SAMPLE TASK IS FOR EVALUATION PURPOSES ONLY AND WILL NOT BE AWARDED WITH ANY RESULTANT CONTRACT.**

ESTIMATED COST

FIXED FEE

TOTAL EST COST + FEE

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FOB: Destination

**B.1 OBJECTIVE**

The objective of this acquisition is for the contractor to furnish all personnel, materials, and equipment/ facilities necessary to conduct investigations, and/or remedial/corrective measures, at sites to be specified in task orders to be issued under this contract. All work shall be accomplished within North Atlantic Division Mission Area but primarily in Washington, D.C. All work shall comply with all applicable federal/state/local laws, regulations and guidance. Services to be rendered under individual task orders may include Construction activities.

**B.2 DESCRIPTION**

An indefinite-quantity contract is contemplated pursuant to FAR 16.504. Individual delivery orders will be negotiated on a Firm-Fixed-Price (FFP), Cost-Plus-Fixed-Fee (CPFF) or Cost-Plus-Incentive-Fee (CPIF) basis. The completion form is one that described the scope of work by stating a definite goal or target and specifying an end product. This form of contract normally requires the Contractor to complete and deliver the specified end product (e.g., a final report of research accomplishing the goal or target) within the estimated cost, if possible, as a condition for payment of the entire fixed fee. However, in the event the work cannot be completed within the estimated cost, the Government may require more effort without increase in fee, provided the Government increases the estimated cost.

**B.3 COST DETERMINATION**

- a. Allowable costs to be reimbursed under this contract shall be in accordance with the principles set forth in FAR 31.201-2, in effect at the time of contract execution, which part is incorporated herein by reference. The following specific provisions apply:
- b. Direct Costs: -Travel, transportation, and subsistence expenses incurred by the Contractor's employees in connection with the performance of the contract shall be reimbursable items of cost

hereunder in accordance with the Joint Travel Regulations (JTR), subject to review and approval of the Contracting Officer or his duly authorized representative.

- c. Indirect Costs: Overhead/General Administrative Expense The Contractor shall be reimbursed for indirect costs at billing rates acceptable to the Contracting Officer of his duly authorized representative subject to adjustment when final rates for the period of this contract are established pursuant to audit determination.
- d. Insurance: To the extent that costs of insurance coverage are included in the overhead, it is agreed that said costs shall not be an item for separate reimbursement under this contract. The Contractor hereby agrees to notify the Contracting Officer of any cessation or cancellation of its insurance.

**B.4 PERFORMANCE PERIOD VS. SPECIFIED LEVEL OF EFFORT**

- a. The level of effort specified herein represents the Government's anticipated requirements during the contract performance period. In the event that the specified level of effort is expended prior to the end of the specified period of performance, the Government reserves the right to either (1) negotiate an increase to the level of effort for the remainder of the performance period or (2) consider the contract to be physically completed.
- b. Conversely, should the specified performance period end prior to expending the specified level of effort, the Government reserves the right to extend the performance period sufficiently to cover the remainder of the specified level of effort.
- c. Period of performance shall be specified in each delivery order.

**CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE**

The minimum quantity and contract value for all orders issued against this contract shall not be less than the minimum quantity and contract value stated in the following table. The maximum quantity and contract value for all orders issued against this contract shall not exceed the maximum quantity and contract value stated in the following table.

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
N/A	\$400,000.00	N/A	\$20,000,000.00

(End of Section B)

## Section C - Descriptions and Specifications

### SCOPE OF WORK

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#### C.1. DESCRIPTION OF WORK

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- C.2.3. Removal/Remedial Actions
- C.2.4. Construction/Restoration Activities
- C.2.5. Demolition Activities
- C.2.6. Closure Reports

#### C.3. GOVERNMENT FURNISHED INFORMATION

#### C.4. MANAGEMENT

##### C.4.1. Program Management

##### C.4.1.1. Program Manager

- C.4.1.2. Program Management Reports, Documents and In- Progress Briefings
- C.4.1.3. Cost and Performance Reporting
- C.4.1.4. Notification of 75% Completion
- C.4.1.5. Chains of Command

##### C.4.2. Tasks and Task Order Management

- C.4.2.1. Task Order Managers
- C.4.2.2. Task Order Award Process
- C.4.2.3. Task Order Adjustments
- C.4.2.4. Cost Data and Level of Effort
- C.4.2.5. Contractor Quality Control
- C.4.2.6. Notice of Deficiencies

##### C.4.3. Organization of Work

##### C.4.4. Individual Task Order Proposals

- C.4.4.1. Scope of Work Restatement
- C.4.4.2. Discussion of Selected Technical Approach
- C.4.4.3. Project Schedule
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- C.5.2. Permits and Licenses
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#### C.6. SAFETY AND HEALTH

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- C.6.2. Corporate Safety and Health Program
- C.6.3. Site Safety and Health Plan (SSHP)
- C.6.4. Health and Safety Personnel
  - C.6.4.1. Certified Industrial Hygienist (CIH)

- C.6.4.2. Site Safety and Health Officer (SSHO)
- C.6.4.3. Health and Safety Technicians

*C.6.4.4. Industrial Hygienist (IH)*

C.7. ANALYTICAL REQUIREMENTS AND QUALITY MANAGEMENT

- C.7.1. Personnel
- C.7.2. Laboratory Certification
- C.7.3. Laboratory Certification for Asbestos and Confined Entry
  - C.7.3.1. Analytical Methods for Asbestos
  - C.7.3.2. Standard Capabilities for Asbestos and Confined Entry
  - C.7.3.3. On-Site Analysis for Asbestos
- C.7.4. Submitta
  - C.7.4.1. Chemical Data Acquisition Plan (CDAP)
  - C.7.4.2. Site Safety and Health Plan
  - C.7.4.3. Contractor Quality Control (CQC) Plan
  - C.7.4.4. Personnel

C.8. SECURITY

C.9. MODIFICATION

APPENDICES (See Section J)

- Appendix A. SOP for Closure Reports
- Appendix B. Facility Abatement Summary
- Appendix C. Contractor Worker Certification Log
- Appendix D. Work Order Log

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

The contractor shall furnish all personnel, materials, and equipment/ facilities necessary to conduct investigations, and/or remedial/corrective measures, at sites to be specified in task orders to be issued under this contract. All work shall be accomplished within North Atlantic Division Mission Area but primarily in Washington, D.C. All work shall comply with all applicable federal/state/local laws, regulations and guidance. Work to be accomplished under this contract shall be issued by the Government to the performing contractor in task orders. Requirements will be delineated in the individual task order scopes of work or work plans. Task orders may be issued on a firm fixed-price or cost plus fixed-fee basis.

**C.2. SCOPE OF WORK:**

Work to be issued under this contract will involve sites containing or believed to be containing materials (i.e., asbestos, lead) regulated under the Toxic Substances Control Act (P.L. 94-469, as amended).

Work conducted under this contract will require the contractor to remove, encapsulate or abate asbestos containing material (ACM) or lead paint primarily in the Washington DC Public School System (DCPS) under the direction of the United States Corps of Engineers (USACE) but may encompass other sites within the North Atlantic Division. The contractor may also be required to restore any corrective action to a condition acceptable to USACE. The contractor needs to be aware that the USACE will expect the contractor to execute work on an as-needed basis, at any time or on any day. Normal working hours are from 1430 to 2330 hours when school is in session.

Work to be conducted under this contract may include emergency activities, which will require the contractor to respond on-site within ninety (90) minutes of notification by the Contracting Officer (KO) or Contracting Officer's Representative (COR).

Work to be accomplished under this contract shall be issued as cost plus award-fee, cost plus incentive fee or firm fixed-price task orders. Work to be issued under task orders may include, but may not be limited to, the types of activities outlined below:

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

**C.2.2. Development of Plans and Procedures:** Plans and procedures development may include, but may not be limited to, Work Management Plans, Contractor Quality Control Plans, Health and Safety Plans, Asbestos Abatement Plans, Field Sampling and Analysis Plans, Chemical Data Analysis Plans, Waste Management Plans, Property Management Plans, permit applications, shop drawings, specifications and as-built drawings.

**C.2.3. Removal/Remedial Actions:** Removal and/or remedial actions include, but are not limited, to the planning and conduct of removal actions involving toxic material/wastes (i.e., asbestos, lead, etc.). This may include, but may not be limited to the removal, repair, encapsulation or enclosure of ACM and providing related re-insulation services, the removal of lead-based paints, and the disposal of any generated waste materials.

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

**C.2.5. Demolition Activities:** Demolition activities in support of environmental investigations, and/or remedial/corrective measures may include, but not be limited, to the disassembly and disposal of buildings, structures, and associated facilities/utilities that may or may not be contaminated with toxic materials/wastes.

**C.2.6. Closure Reports:** As specified in the individual task orders, the contractor shall provide individual site closure reports for each site. For sites involving asbestos, the closure reports shall be suitable for inclusion in school Asbestos Management Plans.

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

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

The contractor shall not publicly disclose any information generated or reviewed under this contract without prior written approval of the KO or authorized representative.

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

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

**C.4.1.1. Program Manager:** The contractor shall identify to the KO an individual it intends to use as the Program Manager as well as the minimum qualifications needed to fill this position. Work to be executed under task orders issued under this contract shall be performed under the direction of the individual approved by the KO as the Program Manager.

The Program Manager shall oversee task accomplishment, administer all instructions, and answer all questions from the KO pertaining to the tasks during the life of the contract. The Program Manager shall be responsible for the complete coordination of all work issued under this contract.

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

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

The contractor must maintain a daily safety log, workers certification log and entry log at all times and make these available to USACE or USACE representative, as requested.

**C.4.1.3. Cost and Performance Tracking:** For cost reimbursable work, the contractor shall prepare a weekly cost and performance report. The report will track actual cost per month, total cost to date, amount budgeted, estimate to completion, previous line-item estimate and new line-item estimate, project name and variance for each delivery order and project.

**C.4.1.4. Notification of 75% Completion:** For cost reimbursable task orders, the abatement contractor shall notify the COR when a task order is 75% complete.

**C.4.1.5. Chains of Command:** The contractor's Production Management chain of command, and the contractor's Health & Safety and Quality Management chains-of-command, shall not be mutually exclusive. Both the CQC and Safety Managers shall report directly to the field production manager (e.g. on site PM, superintendent, etc.) on site. Production management is defined as those entities directly responsible for daily "construction" efforts.

The contractors' health and safety personnel shall have the authority to take such steps as are necessary to ensure the health and welfare of all potentially affected individuals. The contractor's Health & Safety and Quality Control

personnel shall report directly to the Program manager or a higher level who is not permanently assigned to the work site.

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

**C.4.2.1. Task Order Managers:** For each task order (also known as work orders), the Program Manager shall propose to the KO an individual who will serve as Task Order Manager.

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

**C.4.2.2. Task Order Award Process:** Work to be performed under this contract will be issued as task orders. Task orders for the three contracts awarded will be issued in accordance with FAR 16.505(b), "Orders under multiple award contracts". The SOWs for the task orders will be performance based in accordance with FAR 16.505(3). Competition and selection for individual task order awards will be based on the following criteria: Ability to meet the Government's needs; Demonstrated performance and Cost.

For most tasks orders issued under this contract, the contractor will get work plans with a design that the contractor will be expected to execute. When the contractor agrees to a level of effort and/or direct and indirect cost for the effort with the COR, the contractor will be given the Notice to Proceed (NTP) from the KO/COR. The NTP is the Contracting Officer's signature on the task order.

Assumptions may be used by the Government and/or the contractor as a basis of estimating the overall level of effort and the technical complexity and management involvement needed to accomplish tasks. Assumptions will be based upon the best available knowledge at the time of SOW development; not on worst-case or best-case scenarios, but upon a reasonable set of expectations.

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

After award of the contract, the contractor shall develop Task Order Management Plans. Task Order Management Plans detail how the contractor will control work. Plans should include a summary of the work to be performed, an outline of how the contractor will manage the effort, individuals (e.g., site superintendent, SSHO) the contractor is proposing work on the effort, a production schedule, contracting plan and cost data.

**C.4.2.3. Task Order Adjustments:** If, during the course of abatement operations, the abatement contractor believes work is above and beyond that identified in the Task Order, the contractor shall inform the KO/COR as soon as the contractor realizes that the price will be exceeded. If there is additional work, the KO/COR will determine what adjustments are necessary and will develop an estimate of the cost of the additional work. The contractor will be given an NTP in a task order request adjustment form after the COR/KO and contractor agree upon a price. The NTP in this case is the actual signature of the Contracting Officer on the task order readjustment.

**C.4.2.4. Cost Data and Level of Effort:** The contractor may be asked to provide a detailed cost estimate for new task orders prior to negotiations. The estimate shall be based upon the resources detailed in the Work Plans or Scope of Work (SOW) in the Task Order. The Items in the cost estimate shall be parallel to each task or subtask in the Task Order. In this case, this contractor shall provide a summary of the level of effort and distribution of resources (indirect costs, direct labor and other direct cost i.e., equipment, materials, subcontractor, travel).

**C.4.2.5. Contractor Quality Control:** The contractor's quality control program shall demonstrate and document the extent of compliance of all work with the standards and quality established by the contract document. The contractor's quality control program shall include daily inspections, worker certification log, entry and exit logs, equipment used, prime and subcontractor, and provide for a weekly report of quality control activity. The KO/COR has the authority to change the frequency.

**C.4.2.6. Notice Of Deficiencies (NOD):** The COR and IH will perform quality assurance on contractor fieldwork in accordance with the provisions of Engineering Regulation 1180-1-6. If so directed, the construction management contractor will provide health and safety and quality assurance inspections and reports to the COR.

QA personnel will issue NODs to contractors not performing work in accordance with approved work plans, health and safety plans, quality control plans or pertinent regulations. Contractors issued NODs need to be aware that NODs may affect their performance appraisal. Contractors shall be expected to correct NODs to the satisfaction of the COR.

**C.4.3. Organization of Work:** The contractor may be required to prepare Work Plans for an SOW issued under a Task Order. The contractor shall be expected to organize the activities from the SOWs for each task into work breakdown structures (WBSs). It is recognized that each task order and site will be different; therefore, there will be differences between WBSs.

During scoping meetings with the contractor, the Government will discuss with the contractor the structure of the WBS. To facilitate proposal development and evaluation, the Government and the contractor will agree upon a WBS to be utilized. The WBS for task orders will form the basis for the release and tracking of funding .

A sample WBS is provided below:

Work Element 1:	Management
Work Element 2:	Site evaluation
Work Element 3:	Plans and procedures development/coordination
Work Element 4:	Mobilization
Work Element 5:	Field Work
Work Element 5.1:	On-site supervision
Work Element 5.2:	Field work/final sample results if available
Work Element 5.3:	Waste treatment/disposal
Work Element 6:	Demobilization
Work Element 7:	Technical report/final report (i.e., closure report)/task order closeout

**C.4.4. Individual Task Order Proposals:** To facilitate the process of reviewing, negotiating and awarding individual task orders, it is critical the Government be able to determine that the contractor's understanding of what has to be done is, or is not, consistent with the Government concept of what has to be done. Further, for the Government to evaluate reasonableness, the Government must be able to define how the contractor intends to conduct the work, what resources the contractor is proposing to accomplish the work, and the duration of the effort. At a minimum, individual task proposals need to include the following information:

**C.4.4.1. Scope of Work Restatement:** The contractor shall provide a short synopsis of what it believes the Government is requesting it to accomplish in a task order work plan. The work plans need to identify all specified and implied tasks the contractor intends to complete as part of this effort.

**C.4.4.2. Discussion of Selected Technical Approach:** The contractor shall provide an explanation of the way it intends to get the work accomplished for each task order. The contractor shall provide a WBS for the effort that delineates the various tasks that need to be accomplished to complete the project.

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

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

**C.4.4.3. Project Schedule:** The contractor shall provide a project schedule (Gantt Chart). Depending upon the complexity of the project, it may be advisable for the contractor to include a network analysis (PERT) chart as part of the proposal. The items on the schedule shall be relatable to the work breakdown structure provided in the technical approach discussion.

**C.4.4.4. Cost Data:** The contractor shall provide a detailed cost estimate of the effort. The estimate shall be based upon the resources detailed in the technical approach and schedule. The items on the cost estimate shall be relatable to the work breakdown structure provided in the technical approach discussion.

The level and distribution of resources (direct labor and other direct costs (equipment, materials, subcontractor, travel, etc.)) must be consistent with those delineated in the technical approach.

**C.4.4.5. Closure Report:** The contractor shall prepare a final closure report for each task order. The closure report shall include what the contract accomplished; final site condition; final disposition of the material; who can verify the work and, if available, final sample results. The closure reports must be suitable for inclusion into the DCPS Asbestos Management Plans. The contractor can use Appendices A and B as guidance in preparing closure reports.

**C.4.4.6. Management Information Systems:** For cost reimbursable task orders, the contractor shall use an appropriate management information system (MIS) to generate required reports and monitor work. In its proposal, the contractor shall identify and describe the system it intends to use for this contract.

**C.4.4.7. Project Management Reports, Documents and In-Progress Briefings:** For each task order issued under this contract, the contractor shall prepare and submit applicable project management documents and provide briefings on the contents of these documents. Management documents to be prepared by the contractor shall include, but may not be limited to, project schedules and periodic cost/performance reports.

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

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

## **C.5. REGULATORY REQUIREMENTS:**

**C.5.1. Regulatory Compliance:** At no time shall the contractor conduct, or allow others to conduct, activities in violation of Engineering Manual (EM) 385-1-92 and Engineering Regulation 385-1-1; Title 29 of the Code of Federal Regulations (CFR); or other applicable US Department of the Army or Occupational Safety and Health Administration (OSHA), National Institute of Occupational Health and Safety (NIOSH), US Environmental Protection Agency (EPA), state and local regulations and guidance.

**C.5.2. Permits and Licenses:** The contractor shall obtain all applicable permits, licenses, authorizations and/or certificates, as required by applicable Federal, state and local laws and regulations, prior to the start of operations for which they are required. The contractor shall ensure all permits, licenses, and/or certificates are valid at the time

work is to be conducted. The DCPS will require all contractors to attend a DCPS training course prior to conducting work in the school system.

**C.5.3. Incidents of Noncompliance:** Any incident of noncompliance noted by the contractor shall immediately be brought to the attention of the KO by written notice. Nothing in this contract shall relieve the contractor of its responsibility to comply with these laws and regulations.

## **C.6. SAFETY AND HEALTH:**

Safety is the first concern of the USACE. All work to be accomplished under this contract shall be conducted, in strict accordance with all applicable Federal, State, and local laws, regulations, and guidance, applicable USACE Guide Specifications, and in a manner, that will be protective of human health.

**C.6.1. Regulatory Compliance:** At no time shall the contractor conduct, or allow others to conduct, activities in violation of EM 385-1-92 and Engineering Regulation 385-1-1, Title 29 CFR, and other applicable DA, OSHA, NIOSH, USEPA, state, and local regulations and guidance.

**C.6.2. Corporate Safety and Health Program:** The contractor shall have an ongoing corporate safety and health program that meets the requirements of OSHA standards set forth in 29 CFR 1910.120. A copy of the contractor's Corporate "SAFETY AND HEALTH PROGRAM" shall be submitted with its proposal and will be reviewed by the KO. The contractor shall address any recommended additions or revisions identified by the KO/COR to the KO/COR's satisfaction. Overall responsibility for the development, implementation and continued enforcement of the contractor's safety and health program and Site Safety and Health Plans (SSHP) lies with the contractor.

**C.6.3. Site Safety and Health Plan (SSHP):** For each remedial action, the contractor shall prepare a written SSHP that complies with the tasks to be performed. As a minimum, a site specific SSHP shall be prepared which shall comply with EM 385-1-1. Acceptance of the contractor's SSHP is required prior to the start of field activities. Acceptance is conditional and will be predicated on satisfactory performance during field activities. No change in the accepted plan shall be implemented without written concurrence by the KO/COR. The Government reserves the right to require the contractor to make changes in his SSHP and operations necessary to assure the safety and health of all persons on or near the site.

### **C.6.4. Health and Safety Personnel:**

**C.6.4.1. Certified Industrial Hygienist (CIH):** The contractor shall utilize the services of an experienced CIH to implement and oversee the Safety and health program and to develop, implement, and sign all SSHP. In its proposal, the contractor shall identify the individual who will serve as CIH.

Any changes to the established safety and health program or SSHP shall be at the direction and approval of the CIH, with acceptance by the KO/COR. The CIH will not necessarily be required to be on-site during remedial activities, but shall be readily available for consultation when required.

**C.6.4.2. Site Safety and Health Officer (SSHO):** The contractor shall utilize a trained and experienced SSSHO to assist and represent the CIH in the continued implementation and enforcement of the approved SSHP. A SSSHO shall be assigned to each site during work activities on a full-time basis, and shall be either a contractor employee or a subcontractor who reports to the contractor and the CIH in matters pertaining to site safety and health.

The SSSHO shall have the on-site responsibility and authority to modify and/or halt work, or remove personnel from the site if changing work conditions affect on-site/off-site safety and health. The SSSHO shall be the main contractor contact for any on-site emergency situation.

**C.6.4.3. Health and Safety Technicians:** The contractor shall utilize trained and experienced technicians, as necessary, to support field operations. These individuals shall work under the direction of the CIH and/or applicable SSSHO.

**C.6.4.4. Industrial Hygienist (IH):** If directed by the KO or his/her designated representative, the contractor shall utilize the services of industrial hygienists to provide quality assurance of field operations.

**C.7. ANALYTICAL REQUIREMENTS AND DATA QUALITY MANAGEMENT:**

**C.7.1. Personnel:** In its proposal, the contractor shall recommend an individual to the KO to serve as Quality Control Coordinator (QCC) as well as provide minimum qualifications necessary to fill the position. Once approved by the KO, the QCC shall be responsible for overall quality control/data management operations associated with the conduct of work performed under this contract. The QCC shall have formal access to other chemistry professionals either employed by the contractor or a subcontractor. These chemistry professionals may be situated in a commercial lab.

**C.7.2. Laboratory Certification:** For laboratory work other than asbestos, the contractor shall sub-contract with one or more labs that have been certified by the USACE Missouri River Division (MRD) for environmental analyses for toxic materials using standard methods. The proposed lab(s) shall be identified in the contractor's proposal. If the contractor intends to subcontract analytical work, then the contractor shall identify the lab(s) in its proposal.

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

**C.7.3. Laboratory Certification for Asbestos and Confined Entry:** The laboratory shall be a successful participant in a NIOSH or American Industrial Hygiene Association (AIHA) administered Proficiency Analytical Testing (PAT) Program for air analyses. The laboratory shall be accredited in the National Voluntary Laboratory Accreditation Program (NVLAP) administered by the National Institute of Standards and Technology (NIST) for bulk sample analysis. The laboratory for asbestos samples must be approved by the COR before any analysis.

**C.7.3.1. Analytical Methods for Asbestos:** Analytical methods used for asbestos shall be approved by the U.S. EPA/OSHA and, for dust samples, the American Society for Testing and Materials (ASTM).

**C.7.3.2. Standard Capabilities for Asbestos and Confined Entry:** As a minimum, the contractor shall have the standards, equipment, and knowledge to use asbestos air and bulk sampling equipment. The contractor shall also use equipment such as combustible gas/oxygen meters to measure air quality before entry into confined spaces. Other field testing devices shall be readily available for use for project specific needs.

**C.7.3.3. On-Site Analysis for Asbestos:** The contractor shall be capable of conducting on-site analysis of asbestos air samples by Phase Contrast Microscopy (PCM). Only analysts listed in the Asbestos Analysts Registry (AAR) administered by the AIHA shall perform on-site analysis.

**C.7.4. Submittals:** The following submittals are due within seven (7) days of award of this contract.

**C.7.4.1. Chemical Data Acquisition Plan (CDAP):** The contractor shall be required to prepare and submit a CDAP that demonstrates how the contractor will implement data quality and integrity. Quality refers to how the contractor establishes that sample results reflect actual levels and integrity refers to how the contractor will manage the information. The CDAP shall be accepted by the KO/COR prior to the start of sample collection.

**C.7.4.2. Site Safety and Health Plan (SSHP):** The contractor shall prepare a written SSHP that complies with the work to be performed. One generic SSHP shall be sufficient for the work under the asbestos program. The contractor will be directed to prepare SSHPs, as needed, for work under this contract that is not included in the generic SSHP. Acceptance of the contractor's SSHP is required prior to the start of field activities. Acceptance is conditional and will be predicated on satisfactory performance during field activities. No change in the accepted plan shall be implemented without written concurrence by the KO/COR. The Government reserves the right to

require the contractor to make changes in his SSHP and operations necessary to ensure the safety and health of everyone potentially affected.

**C.7.4.3. Contractor Quality Control (CQC) Plan:** The contractor shall provide and maintain an effective quality control program. The CQC Program, through inspection and reporting, shall demonstrate and document the extent of compliance of all work with the standards and quality established by the contract document and task order. The burden of proof of contract compliance is placed on the contractor and not assumed by the Government. The CQC plan will not be accepted without question. The CQC program shall include daily inspections and provide for a daily or weekly report of CQC activity.

**C.7.4.4. Personnel:** The contractor shall provide the biographies, qualifications, certifications and licenses for all key personnel assigned to the contract. The KO/COR has the right to reject any proposed personnel based on lack of qualifications and experience. Personnel assigned to this project should have a minimum of one year of experience relating to work identified in this contract.

#### **C.8. SECURITY:**

The contractor shall provide appropriate site security; however, as a minimum, the contractor shall maintain the site and all other contractor controlled areas in such a manner as to minimize the risk of injury or accident to site personnel or others who may be in the area. When work is performed at a Federal, state, or local installation or facility, the contractor shall comply with all security requirements of that installation or facility.

#### **C.9. MODIFICATIONS:**

Modifications to this SOW can be made by the KO in conjunction with the COR and in concurrence with the contractor.

(End of Section C)

Section D - Packaging and Marking

52.0210-4029

PACKING, PACKAGING AND MARKING REQUIREMENTS

The Contractor's standard commercial practice will be accepted for the preservation, packaging and packing of the supplies called for in the contract provided that such preservation, packaging and packing adequately protects the supplies against corrosion, deterioration and physical damage during shipment from the source of supply to the destination(s) identified in Section F, Place of Delivery or as identified on the face of the DD Form 1155.

All packages shall be clearly marked with the contract number.

End of Clause

(CENAB-CT MAY 1992)  
(FAR 10.004(e))  
(52.0210-4029)

Section E - Inspection and Acceptance

52.246-4034

FINAL INSPECTION AND ACCEPTANCE

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

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

End of Clause

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

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
252.246-7000	Material Inspection And Receiving Report	DEC 1991

Section F - Deliveries or Performance

52.0212-4075

CONTRACT PERIOD (Option Years)

(a) The contract awarded hereunder shall begin on the date of contract award, and shall end five (5) years later, unless sooner terminated in accordance with the provisions of this contract.

(b) The total duration of this contract, including all option periods, may not exceed **five (5)** years. Refer to the Contract Clause entitled "Option to Extend the Term of the Contract" set forth in Part II, Section I.

(End of Clause)

(CENAB-OC/CT JUN 01)  
(FAR 12.103)

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.242-17	Government Delay Of Work	APR 1984

Section G - Contract Administration Data

52.0232-4028

SUBMISSION OF INVOICES.

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

USACE Fianance Center  
ATTN: Disbursing  
5722 Integrity Drive  
Millington, TN 38051-5005

(b) One copy of all invoices shall be forwarded to the Contracting Officer's Representative (COR) for review and certification.

SUBMISSION OF VOUCHERS (Cost Plus Fixed Fee Delivery Orders)

Public vouchers for services performed under this contract shall be submitted through the cognizant audit agency to the Corps of Engineers Contracting Officer's Representative (COR) for review and certification prior to payment as follows:

- (a) Original and three (3) copies shall be forwarded to the cognizant audit agency. In addition, one (1) copy shall be forwarded to the COR.
- (b) The cognizant audit agency, after certification, shall forward vouchers to the COR, who in turn forwards the vouchers to USACE Finance Center and payment will be made by the office at the following address:

USACE Fianance Center  
ATTN: Disbursing  
5722 Integrity Drive  
Millington, TN 38051-5005

End of Clause

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

52.0232-4131

SUMMARY FOR THE PAYMENT OFFICE

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

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

End of Clause

52.232-4131

52.0216-4059

AUTHORIZATION TO ISSUE ORDERS

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

End of Clause

(CENAB-CT Feb 93)

(FAR 16.506)

(FAR 52.0216-4059)

CLAUSES INCORPORATED BY FULL TEXT

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)

252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

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

(End of clause)

## Section H - Special Contract Requirements

52.0216-4049

## MINIMUM/MAXIMUM AMOUNT OF CONTRACT

The government guarantees to pay a minimum total of \$400,000.00 under this contract for the basic contract period. The basic contract period is three (3) years. The government guarantees to pay a minimum total of \$200,000.00 under this contract for the option period should it be exercised.

End of Clause

(CENAB-CT/ MAR 1995)  
(EFARS 16.504)  
52.216-4049

52.0222-4020

## WAGE DETERMINATION

If a U.S. Department of Labor Wage Determination, has been included, it is titled: General Wage Decision No (see Section J) , 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)

52.0242-4154

## PAST PERFORMANCE INFORMATION MANAGEMENT SYSTEM (PPIMS)

As required by the FAR Part 42.1500, policy has been initiated to record and maintain contractor performance information. To implement this program for supplies and services, the Department of Defense has

created a database entitled, Past Performance Information Management System (PPIMS).

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

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

End of Clause

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

52.0239-4100

YEAR 2000 COMPLIANCE

1. The following applies to Supply, Service and Construction contracts:

a. In accordance with FAR 39.106, the contractor shall ensure that with respect to any design, construction, goods, or services under this contract as well as any subsequent task/delivery orders issued under this contract (if applicable), all information technology contained therein shall be Year 2000 compliant. Specifically the contractor shall:

(1) Perform, maintain, and provide an inventory of all major components to include structures, equipment, items, parts, and furnishings under this contract and each task/delivery order which may be affected by the Y2K compliance requirement.

(2) Indicate whether each component is currently Year 2000 compliant or requires an upgrade for compliance prior to government acceptance.

(c) The following applies to Architect-Engineering contracts:

a. The Architect/Engineer (A-E) shall insure that hardware, firmware, software, and information technology systems separately or in combination with each other or other elements specified in the documents developed under this contract shall be year 2000 compliant in accordance with FAR 39.106.

End of Clause

(CENAB-CT Sep 1998)  
(FAR 39.105)  
(52.239-4100)

52.0223-4318

ENVIRONMENTAL RESPONSIBILITY

Immediate actions shall be taken by the Contractor to minimize effect of any environmental associated incidents (i.e. oil spillage, hazardous waste handling, lead abatement removal, and chemical spillage). Clean up shall be performed by the contractor in accordance with all applicable Federal, State, and local laws and regulations at NO ADDITIONAL COST TO THE GOVERNMENT.

CONTRACTOR REPORTING REQUIREMENTS

If an incident occurs on the installation caused by the Contractor, the Contractor shall immediately notify (no later than .25 hours (15 minutes) the USMA Environmental Management Office at 938-3224/5263, 4129, or 5175, and the Contracting Officer. If a project related incident occurs off the installation, the Contractor shall report it to The National Response Center (NRC), the Installation Environmental Coordinator, and the Contracting Officer immediately following discovery and shall also comply with applicable State requirements including reporting to the New York State DEC Spill Hotline at 800-457-7362, and UST NRC at 800-424-8802. When an incident is reported by phone to any of the above agencies, the Contractor shall provide the following information:

- a. Description of Incident.
- b. Time and Location of incident.
- c. Any injuries incurred.
- d. Estimated quantity of materials (tons, gallons, drums, etc.) involved in incident.
- e. Whether the incident has reached any storm drains, sanitary sewers, ponds, or waterways.
- f. Containment procedures already initiated (brief description of containment, i.e. booms, pads, embankment, sandbags.)
- (d) The Contractor's point of contact.

A written follow-up report shall be submitted to the Contracting Officer no later than five (5) calendar days after the initial incident. The written report shall be in narrative form and as a minimum include the following:

- a. Description of the material involved (including identify, quantity, and manifest number).
- b. What time the incident was reported, and to whom it was reported.
- c. Exact location of the incident, including description of the area involved.
- d. Cause if incident and equipment and personnel involved.
- e. Injuries or property damage of incident.
- f. Containment procedures initiated.
- g. Summary of any communications Contractor has with press, agencies, or Government officials other than the COR.
- h. Description of cleanup procedures employed or to be employed at the site, including disposal location of incident materials.

A follow-up meeting will be held within 5 calendar days after receipt of the written report to discuss after action procedures to eliminate or prevent this type of incident in the future. The Contractor will be required to attend the follow-up meeting.

End of Clause

Nov 99  
(52.223-4318)

52.0216-4100

MULTIPLE AWARD TASK/DELIVERY ORDER OMBUDSMAN

1. All multiple award task and delivery order contracts have an ombudsman. The ombudsman has authority to:

a. Review complaints from contractors awarded multiple award contracts who allege they have not been afforded a fair opportunity to be considered for award of a particular task order.

b. After coordination with the contractor officer, and if the ombudsman agrees with the contractor, require that the contracting officer take corrective action regarding the complaint.

2. If the contracting officer does not agree with the ombudsman, the matter shall be decided by the Principal Assistant Responsible for Contracting (PARC).

3. The ombudsman for all U.S. Army Corps of Engineers can be contacted at the location noted below:

Task Order/Delivery Order Contract Ombudsman  
Office of the Principal Assistant Responsible for Contracting  
Attn: CEPR-ZB, 20 Massachusetts Ave, N.W.  
Washington, DC 20314-1000  
(202) 761-8645

End of Clause  
(52.0216-4100)

APPLICATION OF WAGE RATES

Application of Service Contract Act and Davis-Bacon Act clauses:

This contract includes the provisions for the application of Service Contract Act and Davis Bacon Act wage rates. When individual task orders are issued, they will be categorized as either services or construction.

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data-- Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-7	Allowable Cost And Payment	FEB 2002
52.216-8	Fixed Fee	MAR 1997
52.216-9	Fixed Fee--Construction	MAR 1997
52.216-22	Indefinite Quantity	OCT 1995
52.219-6	Notice Of Total Small Business Set-Aside	JUL 1996
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-2	Payment For Overtime Premiums	JUL 1990
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
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001

52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	MAY 1989
52.223-6	Drug Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.226-1	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
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	APR 1998
52.232-1	Payments	APR 1984
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-20	Limitation Of Cost	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	FEB 2002
52.232-27	Prompt Payment for Construction Contracts	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	DEC 1998
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.236-7	Permits and Responsibilities	NOV 1991
52.236-18	Work Oversight in Cost-Reimbursement Construction Contracts	APR 1984
52.236-19	Organization and Direction of the Work	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.244-2 Alt I	Subcontracts (Aug 1998) - Alternate I	AUG 1998
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	MAY 2002
52.245-2	Government Property (Fixed Price Contracts)	DEC 1989
52.245-5 (Dev)	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (Deviation)	JAN 1986
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-34	F.O.B. Destination	NOV 1991
52.248-1	Value Engineering	FEB 2000
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	SEP 1996
52.249-6	Termination (Cost Reimbursement)	SEP 1996
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-10	Default (Fixed-Price Construction)	APR 1984

52.249-14	Excusable Delays	APR 1984
52.250-1 Alt I	Indemnification Under Public Law 85-804 (Apr 1984) - Alternate I	APR 1984
52.251-2	Interagency Fleet Management System (IFMS) Vehicles And Related Services	JAN 1991
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
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	OCT 1998
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7001	Buy American Act And Balance Of Payments Program	MAR 1998
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991
252.225-7009	Duty-Free Entry--Qualifying Country Supplies (End Products and Components)	AUG 2000
252.225-7012	Preference For Certain Domestic Commodities	APR 2002
252.225-7026	Reporting Of Contract Performance Outside The United States	JUN 2000
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.231-7000	Supplemental Cost Principles	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.245-7001	Reports Of Government Property	MAY 1994
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

##### 52.202-1 DEFINITIONS (DEC 2001)

(a) Agency head or head of the agency means the Secretary (Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, unless otherwise indicated, including any deputy or assistant chief official of the executive agency.

(b) Commercial component means any component that is a commercial item.

(c) Commercial item means--

(1) Any item, other than real property, that is of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and that--

(i) Has been sold, leased, or licensed to the general public; or

- (ii) Has been offered for sale, lease, or license to the general public;
- (2) Any item that evolved from an item described in paragraph (c)(1) of this clause through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;
- (3) Any item that would satisfy a criterion expressed in paragraphs (c)(1) or (c)(2) of this clause, but for--
- (i) Modifications of a type customarily available in the commercial marketplace; or
  - (ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. "Minor" modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;
- (4) Any combination of items meeting the requirements of paragraphs (c)(1), (2), (3), or (5) of this clause that are of a type customarily combined and sold in combination to the general public;
- (5) Installation services, maintenance services, repair services, training services, and other services if--
- (i) Such services are procured for support of an item referred to in paragraph (c)(1), (2), (3), or (4) of this definition, regardless of whether such services are provided by the same source or at the same time as the item; and
  - (ii) The source of such services provides similar services contemporaneously to the general public under terms and conditions similar to those offered to the Federal Government;
- (6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed. For purposes of these services--
- (i) Catalog price means a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or vendor, is either published or otherwise available for inspection by customers, and states prices at which sales are currently, or were last, made to a significant number of buyers constituting the general public; and
  - (ii) Market prices means current prices that are established in the course of ordinary trade between buyers and sellers free to bargain and that can be substantiated through competition or from sources independent of the offerors.
- (7) Any item, combination of items, or service referred to in subparagraphs (c)(1) through (c)(6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a Contractor; or
- (8) A nondevelopmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local Governments.
- (d) Component means any item supplied to the Government as part of an end item or of another component, except that for use in 52.225-9, and 52.225-11 see the definitions in 52.225-9(a) and 52.225-11(a).

(e) Contracting Officer means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(f) Nondevelopmental item means--

(1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;

(2) Any item described in paragraph (f)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or

(3) Any item of supply being produced that does not meet the requirements of paragraph (f)(1) or (f)(2) solely because the item is not yet in use.

(g) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(h) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

(End of clause)

#### 52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **date of award** through **end of contract period**.

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

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

(End of clause)

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

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

(End of clause)

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

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

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

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

(End of clause)

## 52.219-11 SPECIAL 8(a) CONTRACT CONDITIONS (FEB 1990)

The Small Business Administration (SBA) agrees to the following:

(a) To furnish the supplies or services set forth in this contract according to the specifications and the terms and conditions hereof by subcontracting with an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(b) That in the event SBA does not award a subcontract for all or a part of the work hereunder, this contract may be terminated either in whole or in part without cost to either party.

(c) Except for novation agreements and advance payments, delegates to the U.S. Army Corps of Engineers (USACE) the responsibility for administering the subcontract to be awarded hereunder with complete authority to take any action on behalf of the Government under the terms and conditions of the subcontract; provided, however, that the USACE shall give advance notice to the SBA before it issues a final notice terminating the right of a subcontractor to proceed with further performance, either in whole or in part, under the subcontract for default or for the convenience of the Government.

(d) That payments to be made under any subcontract awarded under this contract will be made directly to the subcontractor by the USACE.

(e) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the Contracting Officer cognizable under the "Disputes" clause of said subcontract.

(f) To notify the USACE Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(End of clause)

## 52.219-12 SPECIAL 8(A) SUBCONTRACT CONDITIONS (FEB 1990)

(a) The Small Business Administration (SBA) has entered into Contract No. \_\_\_\_\_ [insert number of contract] with the USACE to furnish the supplies or services as described therein. A copy of the contract is attached

hereto and made a part hereof.

(b) The \_\_\_\_\_ [insert name of subcontractor], hereafter referred to as the subcontractor, agrees and acknowledges as follows:

(1) That it will, for and on behalf of the SBA, fulfill and perform all of the requirements of Contract No. \_\_\_\_\_ [insert number of contract] for the consideration stated therein and that it has read and is familiar with each and every part of the contract.

(2) That the SBA has delegated responsibility, except for novation agreements and advance payments, for the administration of this subcontract to the **USACE** with complete authority to take any action on behalf of the Government under the terms and conditions of this subcontract.

(3) That it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the designated Contracting Officer of the **USACE**

(4) That it will notify the **USACE** Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(c) Payments, including any progress payments under this subcontract, will be made directly to the subcontractor by the **USACE**.

(End of clause)

#### 52.219-17 SECTION 8(a) AWARD (DEC 1996)

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to the **USACE** the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the **USACE** Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant

Contracting Officer of the USACE.

(End of clause)

52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (JUN 1999)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(2) The [insert name of subcontractor] will notify the USACE Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

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

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class Monetary Wage-Fringe Benefits

Project Manager - \$22.27

Records Management Specialist - \$15.04

Laboratory Technician - \$13.54

Word Processor - \$12.15

(This does not constitute a complete listing, just a sampling of the classes of employees)

(End of clause)

52.248-1 VALUE ENGINEERING (FEB 2000)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

(b) Definitions. "Acquisition savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

"Collateral costs," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either (1) throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated or (2) to the calculation of a lump-sum payment, which cannot later be revised.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics

support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

Sharing period, as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that--

- (1) Requires a change to this, the instant contract, to implement; and
  - (2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--
    - (i) In deliverable end item quantities only;
    - (ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or
    - (iii) To the contract type only.
- (c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:
- (1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) Identification of the unit to which the VECP applies.

(4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) Government action. (1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon (1) this contract's type (fixed-price, incentive, or cost-reimbursement), (2) the sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule), and (3) the source of the savings (the instant contract, or concurrent and future contracts), as follows:

**CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS**

(Figures in percent)

Contract Type	Incentive (Voluntary)	Program Requirement (Mandatory)	

	Instant Contract Rate	Concurrent and Future Contract Rate	Instant Contract Rate	Concurrent and Future Contract Rate
Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts)	(1) 50	(1) 50	(1) 25	25
Incentive (fixed-price or cost) (other than award fee)	(2)	(1) 50	(1) 50	25
Cost-reimbursement (includes cost-plus-award-fee; excludes other cost-type incentive Contracts)	(3) 25	(3)	15	15

- (1) The Contracting Officer may increase the Contractor's sharing rate to as high as 75 percent for each VECP.
- (2) Same sharing arrangement as the contract's profit or fee adjustment formula.
- (3) The Contracting Officer may increase the Contractor's sharing rate to as high as 50 percent for each VECP.

(g) Calculating net acquisition savings.

(1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--

- (1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts--add to contract price.

(ii) Cost-reimbursement contracts--add to contract fee.

(i) Concurrent and future contract savings.

(1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by (i) subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset and (ii) multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by (i) multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period, (ii) subtracting any Government costs or negative instant contract savings not yet offset, and (iii) multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.

(5) Alternate no-cost settlement method. When, in accordance with subsection 48.104-4 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.

(k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering clause of contract . . . . . , shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

#### 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/facframe.html>

(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)

## Section J - List of Documents, Exhibits and Other Attachments

## Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	# of Pages
Attachment 1	CCR Letter	2
Attachment 2	PPIMS	6
Attachment 3	Wage Rates - Service Contract Act No. 94-2103	11
Attachment 4	Wage Rates - Davis Bacon Act No. DC020003	6
Attachment 5	SOW Appendix A - SOP for Closure Reports	7
Attachment 6	SOW Appendix B - DCPS Facility Abatement Summary	1
Attachment 7	SOW Appendix C - Contractor Worker Certification Log	3
Attachment 8	SOW Appendix D - Work Order Log	1
Attachment 9	Job Experience Worksheet	1
Attachment 10	Sample Task	16
Attachment 11	Sample Task WBS Instructions	1
Attachment 12	Sample Task Work Breakdown Structure (WBS)	1
Attachment 13	Offeror Billings Graph	1
Attachment 14	Labor Cost Matrix Instructions	1
Attachment 15	Labor Cost Matrix Worksheet	1
Attachment 16	Cost Summary Schedule Instructions	1
Attachment 17	Cost Summary Schedule Worksheet	1
Attachment 18	Standard Form LLL	1

(End)

## Performance Assessment Report

Interim  
  Final  
  Addendum  
 Period Report:  
 From: \_\_\_\_\_  
 To: \_\_\_\_\_

### SECTION I

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

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

**Section III**

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

**SECTION IV**

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

**11.a FSCs:**

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**11.b SICs:**

--	--

**12. Description of Requirement:**

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**13. Sub-Contractors:**

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

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

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

---



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**Ratings:**

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

- Ratings**
- Exceptional (Dark Blue)
  - Very Good (Purple)
  - Satisfactory (Green)
  - Marginal (Yellow)

Unsatisfactory (Red)

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

**14.**

**a. Quality of Product/Service**

--	--	--

**b. Schedule**

--	--	--

**c. Cost Control**

--	--	--

**d. Business Relations**

--	--	--

**e. Management of Key Personnel**

--	--	--

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**f. Other (Optional)**

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**SECTION VI**

**15. Evaluator(s):**

	Last	First	MI	
Name:				Date Approved by Evaluator:
Element:				
Commercial:				DSN:
FAX Comm:				FAX DSN:
International:				Int FAX Comm:
E-Mail Address:				

	Last	First	MI	
Name:				Date Approved by Evaluator:
Element:				
Commercial:				DSN:
FAX Comm:				FAX DSN:
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	Last	First	MI	
Name:				Date Approved by Evaluator:
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## Performance Assessment Report

Interim
  Final
  Addendum
 Period Report: From: \_\_\_\_\_ To: \_\_\_\_\_

### SECTION I

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

<p><b>4a. Contractor POC</b></p> <p style="text-align: center;">Last                      First                      MI</p> <p>Name:</p> <p>Position/Title:</p> <p>MACOM:</p> <p>Street 1:</p> <p>Street 2:</p> <p>Street 3:</p> <p>City</p> <p>State</p> <p>Zip:</p> <p>Country:</p> <p>Comm:</p> <p>DSN:</p> <p>Fax Comm:</p> <p>Fax DSN:</p> <p>Intl. :</p> <p>Intl Fax:</p>	<p><b>4b. Gov't Contract Specialist/Administrator</b></p> <p style="text-align: center;">Last                      First                      MI</p>
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**Section III**

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

**SECTION IV**

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

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 City:  
 State:                      Zip:  
 Country:  
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**c. Cost Control**

--	--	--

**d. Business Relations**

--	--	--

**e. Management of Key Personnel**

--	--	--

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**f. Other (Optional)**

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**SECTION VI**

**15. Evaluator(s):**

	Last	First	MI	
Name:				Date Approved by Evaluator:
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Commercial:				DSN:
FAX Comm:				FAX DSN:
International:				Int FAX Comm:
E-Mail Address:				

	Last	First	MI	
Name:				Date Approved by Evaluator:
Element:				
Commercial:				DSN:
FAX Comm:				FAX DSN:
International:				Int FAX Comm:
E-Mail Address:				

	Last	First	MI	
Name:				Date Approved by Evaluator:
Element:				
Commercial:				DSN:
FAX Comm:				FAX DSN:
International:				Int FAX Comm:
E-Mail Address:				



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

CEN B-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?")
  6. Effective immediately, the use of DUNS+4 numbers to identify vendors is limited to identifying different CCR records for the same vendor at the same physical location. For example a vendor could have two records for themselves at the same physical location to identify two separate bank accounts.
- Vendors wishing to register their subsidiaries and other entities, should ensure that each additional location obtains a separate DUNS number from Dun & Bradstreet. Dun & Bradstreet can be contacted at 1-800-333-0505.

CENAB-CT  
SUBJECT: Central Contractor Registration (CCR)

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

7. This memorandum supersedes CENAB-CT memorandum, dated 1 January 2002, Subject: Central Contractor Registration (CCR).

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

WAGE DETERMINATION DECISION  
OF THE SECRETARY OF LABOR

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

Decision No. 94-2103 (Rev. 27) dated 22 August 2002

State(s): District of Columbia, Maryland, Virginia  
Areas: Maryland COUNTIES of Calvert, Charles, Frederick,  
Montgomery, Prince George's, St. Mary's.  
Virginia COUNTIES of Arlington, Fairfax, Fauquier,  
King George, Loudoun, Prince William, Stafford,  
Alexandria, Falls Church

NOTE: This wage determination applies to the Service work  
Development of Plans & Procedures, etc.

performed Data Collection, Analysis;

WAGE DETERMINATION NO: 94-2103 REV (27) AREA: DC,DISTRICT-WIDE

WAGE DETERMINATION NO: 94-2103 REV (27) AREA: DC,DISTRICT-WIDE

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR

\*\*\*FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL\*\*\*

WASHINGTON D.C. 20210

Wage Determination No.: 1994-2103

William W.Gross Division of | Revision No.: 27

Director Wage Determinations | Date Of Last Revision: 08/22/2002

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States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide

Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's, St Mary's

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

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\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	10.16
Accounting Clerk II	11.88
Accounting Clerk III	14.04
Accounting Clerk IV	16.37
Court Reporter	14.94
Dispatcher, Motor Vehicle	14.63
Document Preparation Clerk	11.29
Duplicating Machine Operator	11.29
Film/Tape Librarian	14.65
General Clerk I	11.68
General Clerk II	13.72
General Clerk III	15.32
General Clerk IV	18.74
Housing Referral Assistant	17.82
Key Entry Operator I	10.40
Key Entry Operator II	11.62
Messenger (Courier)	9.30
Order Clerk I	14.74
Order Clerk II	16.29
Personnel Assistant (Employment) I	13.05
Personnel Assistant (Employment) II	14.24
Personnel Assistant (Employment) III	16.42
Personnel Assistant (Employment) IV	19.60
Production Control Clerk	17.28
Rental Clerk	15.42
Scheduler, Maintenance	14.06
Secretary I	14.71
Secretary II	15.35
Secretary III	18.49

Secretary IV	19.57
Secretary V	22.79
Service Order Dispatcher	14.04
Stenographer I	14.68
Stenographer II	16.47
Supply Technician	19.57
Survey Worker (Interviewer)	14.94
Switchboard Operator-Receptionist	10.96
Test Examiner	15.35
Test Proctor	15.35
Travel Clerk I	11.63
Travel Clerk II	12.49
Travel Clerk III	13.41
Word Processor I	11.80
Word Processor II	14.22
Word Processor III	16.65
Automatic Data Processing Occupations	
Computer Data Librarian	11.69
Computer Operator I	13.30
Computer Operator II	15.67
Computer Operator III	18.60
Computer Operator IV	18.94
Computer Operator V	22.94
Computer Programmer I (1)	19.64
Computer Programmer II (1)	23.05
Computer Programmer III (1)	26.99
Computer Programmer IV (1)	27.62
Computer Systems Analyst I (1)	26.99
Computer Systems Analyst II (1)	27.62
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	14.06
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	21.38
Automotive Glass Installer	17.03
Automotive Worker	17.03
Electrician, Automotive	18.05
Mobile Equipment Servicer	14.94
Motor Equipment Metal Mechanic	19.03
Motor Equipment Metal Worker	17.03
Motor Vehicle Mechanic	19.11
Motor Vehicle Mechanic Helper	16.01
Motor Vehicle Upholstery Worker	17.03
Motor Vehicle Wrecker	17.03
Painter, Automotive	18.05
Radiator Repair Specialist	17.03
Tire Repairer	14.43
Transmission Repair Specialist	19.03
Food Preparation and Service Occupations	
Baker	11.87
Cook I	10.41
Cook II	11.87
Dishwasher	8.76
Food Service Worker	9.01
Meat Cutter	16.07
Waiter/Waitress	8.17

Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	18.05
Furniture Handler	12.55
Furniture Refinisher	18.05
Furniture Refinisher Helper	13.85
Furniture Repairer, Minor	16.01
Upholsterer	18.05
General Services and Support Occupations	
Cleaner, Vehicles	9.67
Elevator Operator	9.79
Gardener	12.98
House Keeping Aid I	9.02
House Keeping Aid II	9.28
Janitor	9.64
Laborer, Grounds Maintenance	10.75
Maid or Houseman	9.28
Pest Controller	11.85
Refuse Collector	10.88
Tractor Operator	12.73
Window Cleaner	10.51
Health Occupations	
Dental Assistant	14.36
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.95
Licensed Practical Nurse I	14.43
Licensed Practical Nurse II	16.20
Licensed Practical Nurse III	18.13
Medical Assistant	11.76
Medical Laboratory Technician	13.93
Medical Record Clerk	13.57
Medical Record Technician	14.21
Nursing Assistant I	8.46
Nursing Assistant II	9.52
Nursing Assistant III	11.94
Nursing Assistant IV	13.40
Pharmacy Technician	11.84
Phlebotomist	11.21
Registered Nurse I	22.54
Registered Nurse II	25.08
Registered Nurse II, Specialist	25.08
Registered Nurse III	32.38
Registered Nurse III, Anesthetist	32.38
Registered Nurse IV	38.81
Information and Arts Occupations	
Audiovisual Librarian	18.95
Exhibits Specialist I	16.79
Exhibits Specialist II	20.99
Exhibits Specialist III	25.84
Illustrator I	17.03
Illustrator II	21.29
Illustrator III	26.20
Librarian	22.33
Library Technician	15.03
Photographer I	13.93
Photographer II	15.64
Photographer III	19.56

Photographer IV	24.08	
Photographer V	26.50	
Laundry, Dry Cleaning, Pressing and Related Occupations		
Assembler	8.71	
Counter Attendant	8.71	
Dry Cleaner	9.83	
Finisher, Flatwork, Machine	8.71	
Presser, Hand	8.71	
Presser, Machine, Drycleaning	8.71	
Presser, Machine, Shirts	8.71	
Presser, Machine, Wearing Apparel, Laundry		8.71
Sewing Machine Operator	10.63	
Tailor	12.43	
Washer, Machine	9.31	
Machine Tool Operation and Repair Occupations		
Machine-Tool Operator (Toolroom)		18.05
Tool and Die Maker	21.95	
Material Handling and Packing Occupations		
Forklift Operator	14.58	
Fuel Distribution System Operator		19.38
Material Coordinator	16.97	
Material Expediter	16.97	
Material Handling Laborer	11.50	
Order Filler	13.21	
Production Line Worker (Food Processing)		11.64
Shipping Packer	12.21	
Shipping/Receiving Clerk	13.09	
Stock Clerk (Shelf Stocker; Store Worker II)		12.69
Store Worker I	8.89	
Tools and Parts Attendant	16.99	
Warehouse Specialist	15.01	
Mechanics and Maintenance and Repair Occupations		
Aircraft Mechanic	21.95	
Aircraft Mechanic Helper	14.51	
Aircraft Quality Control Inspector	23.11	
Aircraft Servicer	16.78	
Aircraft Worker	17.84	
Appliance Mechanic	18.05	
Bicycle Repairer	14.43	
Cable Splicer	20.93	
Carpenter, Maintenance	18.05	
Carpet Layer	17.61	
Electrician, Maintenance	22.59	
Electronics Technician, Maintenance I		16.08
Electronics Technician, Maintenance II		20.88
Electronics Technician, Maintenance III		22.73
Fabric Worker	15.76	
Fire Alarm System Mechanic	19.03	
Fire Extinguisher Repairer	14.94	
Fuel Distribution System Mechanic	20.93	
General Maintenance Worker	16.46	
Heating, Refrigeration and Air Conditioning Mechanic		19.03
Heavy Equipment Mechanic	19.03	
Heavy Equipment Operator	19.31	
Instrument Mechanic	19.03	

Laborer	10.70	
Locksmith	18.05	
Machinery Maintenance Mechanic		20.51
Machinist, Maintenance	21.52	
Maintenance Trades Helper	13.85	
Millwright	19.24	
Office Appliance Repairer	18.05	
Painter, Aircraft	20.76	
Painter, Maintenance	18.05	
Pipefitter, Maintenance	19.04	
Plumber, Maintenance	18.05	
Pneudraulic Systems Mechanic		19.03
Rigger	19.03	
Scale Mechanic	17.03	
Sheet-Metal Worker, Maintenance		19.03
Small Engine Mechanic	20.05	
Telecommunication Mechanic I	19.41	
Telecommunication Mechanic II	20.45	
Telephone Lineman	20.93	
Welder, Combination, Maintenance		19.03
Well Driller	19.03	
Woodcraft Worker	19.03	
Woodworker	15.32	
Miscellaneous Occupations		
Animal Caretaker	8.97	
Carnival Equipment Operator		11.11
Carnival Equipment Repairer		11.97
Carnival Worker	7.48	
Cashier	8.53	
Desk Clerk	9.78	
Embalmer	19.04	
Lifeguard	9.67	
Mortician	21.63	
Park Attendant (Aide)	12.15	
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)		9.03
Recreation Specialist	15.94	
Recycling Worker	14.06	
Sales Clerk	10.04	
School Crossing Guard (Crosswalk Attendant)		10.34
Sport Official	11.24	
Survey Party Chief (Chief of Party)	14.92	
Surveying Aide	9.27	
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)		14.18
Swimming Pool Operator	13.21	
Vending Machine Attendant	10.20	
Vending Machine Repairer	13.24	
Vending Machine Repairer Helper	10.77	
Personal Needs Occupations		
Child Care Attendant	11.37	
Child Care Center Clerk	15.86	
Chore Aid	8.05	
Homemaker	16.45	
Plant and System Operation Occupations		
Boiler Tender	20.85	
Sewage Plant Operator	19.15	

Stationary Engineer	20.85	
Ventilation Equipment Tender	13.85	
Water Treatment Plant Operator	19.72	
Protective Service Occupations		
Alarm Monitor	15.04	
Corrections Officer	17.69	
Court Security Officer	18.84	
Detention Officer	18.29	
Firefighter	19.72	
Guard I	9.51	
Guard II	12.53	
Police Officer	20.54	
Stevedoring/Longshoremen Occupations		
Blocker and Bracer	16.46	
Hatch Tender	14.31	
Line Handler	14.31	
Stevedore I	15.47	
Stevedore II	17.45	
Technical Occupations		
Air Traffic Control Specialist, Center (2)	28.96	
Air Traffic Control Specialist, Station (2)	19.97	
Air Traffic Control Specialist, Terminal (2)	21.99	
Archeological Technician I	14.57	
Archeological Technician II	16.29	
Archeological Technician III	20.20	
Cartographic Technician	22.73	
Civil Engineering Technician	19.56	
Computer Based Training (CBT) Specialist/ Instructor		23.94
Drafter I	12.22	
Drafter II	15.30	
Drafter III	17.18	
Drafter IV	21.49	
Engineering Technician I	15.50	
Engineering Technician II	17.99	
Engineering Technician III	21.63	
Engineering Technician IV	24.82	
Engineering Technician V	30.35	
Engineering Technician VI	36.72	
Environmental Technician	19.29	
Flight Simulator/Instructor (Pilot)	27.76	
Graphic Artist	20.36	
Instructor	23.34	
Laboratory Technician	15.98	
Mathematical Technician	23.39	
Paralegal/Legal Assistant I	16.71	
Paralegal/Legal Assistant II	21.31	
Paralegal/Legal Assistant III	26.07	
Paralegal/Legal Assistant IV	31.54	
Photooptics Technician	21.06	
Technical Writer	23.99	
Unexploded (UXO) Safety Escort	18.40	
Unexploded (UXO) Sweep Personnel	18.40	
Unexploded Ordnance (UXO) Technician I	18.40	
Unexploded Ordnance (UXO) Technician II	22.27	
Unexploded Ordnance (UXO) Technician III	26.69	

Weather Observer, Combined Upper Air and Surface Programs (3)	16.64
Weather Observer, Senior (3)	19.38
Weather Observer, Upper Air (3)	16.64
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	15.09
Parking and Lot Attendant	8.62
Shuttle Bus Driver	11.76
Taxi Driver	10.60
Truckdriver, Heavy Truck	17.52
Truckdriver, Light Truck	11.78
Truckdriver, Medium Truck	14.97
Truckdriver, Tractor-Trailer	17.52

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.15 an hour or \$86.00 a week or \$372.67 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

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

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

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

Source of Occupational Title and Descriptions:

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

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444

(SF 1444)}

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including

information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

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

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

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

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

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

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 23 August 2002  
Applies to the Construction work, Removal, Construction, Restoration, etc.

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\*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

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
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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
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BRDC0001A 04/28/2002

Rates            Fringes

BRICKLAYERS

23.75	5.37
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CARP0132L 05/01/2002

	Rates	Fringes
CARPENTERS (Including Drywall Hanging)	21.57	3.76
PILEDRIVERS	19.95	4.50

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ELEC0026C 12/06/1999

	Rates	Fringes
COMMUNICATION TECHNICIANS	19.00	3.49

SCOPE OF WORK:

Includes low voltage construction, installation, maintenance and removal of teledata facilities (voice, data and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, railroad communications, micro waves, V SAT, bypass, CATV, WAN (Wide area networks), LAN (Local area networks) and ISDN (Integrated systems digital network).

WORK EXCLUDED:

The installation of computer systems in industrial applications such as assembly lines, robotics and computer controller manufacturing systems.

The installation of conduit and/or raceways shall be installed by Inside Wiremen. On sites where there is no Inside Wireman employed, the Teledata Technician may install raceway or conduit not greater than 10 feet.

Fire alarm work is excluded on all new construction sites or wherever the fire alarm system is installed in conduit.

All HVAC control work.

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ELEC0026T 06/03/2002

	Rates	Fringes
ELECTRICIANS (Excluding Communication Low Voltage Wiring)	27.85	7.47 + 3%

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ENGI0077O 05/01/2002

	Rates	Fringes
POWER EQUIPMENT OPERATORS		
Cranes (35 tons and over)	23.29	5.12+a
Cranes (under 35 tons)	22.83	5.12+a
Piledrivers	22.83	5.12+a
Boom Trucks	22.12	5.12+a
Forklifts	16.00	5.12+a

- a. PAID HOLIDAYS: New Year's Day, Inaugural Day, Decoration Day, Independence Day, Labor Day, Martin Luther King's Birthday, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.
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IRON0005A 06/01/2002

	Rates	Fringes
IRONWORKERS: Structural, Ornamental and Chain Link Fence	23.23	8.605

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IRON0201C 05/01/2002

	Rates	Fringes	
IRONWORKERS, REINFORCING	22.15		9.05

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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, laggers 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.

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LABO0456S 06/01/2002

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

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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

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MARB0003I 05/01/2002

	Rates	Fringes	
MOSAIC and TERRAZZO WORKERS, TILE LAYERS	19.98		7.48

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MARB0003O 05/01/2002

	Rates	Fringes	
MARBLE, TILE and TERRAZZO FINISHERS	16.42		6.52

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PAIN0051D 06/16/2001

	Rates	Fringes	
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GLAZIERS

Contracts over \$2,000,000	21.82	5.74
Contracts \$2,000,000 and under	20.62	5.74

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PAIN0051M 06/16/2001

Rates Fringes

PAINTERS:

Brush, Roller, Spray and Drywall Finishers	20.68	5.57
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PLAS0891A 05/01/2001

Rates Fringes

CEMENT MASONS	20.52	3.895
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\* 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

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PLUM0602F 08/01/2001

Rates Fringes

STEAMFITTERS, REFRIGERATION AND  
AIR CONDITIONING MECHANICS

(Including HVAC Pipe Work)	26.71	8.68+a
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a. PAID HOLIDAYS: Labor Day, Christmas Day and New Year's Day.

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SFDC0669A 04/01/2002

Rates Fringes

SPRINKLER FITTERS	26.30	7.05
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SHEE0100B 07/01/2002

Rates Fringes

SHEET METAL WORKERS (Including HVAC Duct Work)	26.88	8.06
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SUDC1003A 04/12/2000

Rates Fringes

LABORERS:

Unskilled	11.83	2.23
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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

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

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Unlisted classifications needed for work not included within

the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

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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

**Appendix A  
SOP for Closure Reports**

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## Standard Operating Procedure (SOP)

The regulations and industry accepted practices associated with asbestos abatement activities stipulate training, record keeping, and process requirements. This SOP is intended to standardize the methods for collecting and recording compliance with those requirements when conducting asbestos abatement activities in DC Public School buildings.

### 1.0 Closure Reports

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

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

### 1.1 DCPS Facility Abatement Summary Spreadsheet

The DCPS Facility Abatement Summary Spreadsheet gives an overall summary of abatement conducted for a specific job. There are seventeen (17) fields into which information is entered. If utilized, the “Asbestos Abatement Removal / Repair Form” (included in this packet), would supply most of the information needed for the report. Each of the fields in which information is entered and explanation of how the information is derived follows:

- **Completed Date**  
Enter the date that this summary form is completed.
- **School Name**  
Enter the name of the school with its suffix (**ES** (Elementary School), **MS** (Middle School), **JHS** (Junior High School), and **SHS** (Senior High School)).
- **School #**  
Enter the school number taken from the listing by DCPS.
- **Job Code**  
Enter the tracking number found on the design / scope of work. If there is not a tracking number, enter the **AMP** (Asbestos Management Plan) room and your company name. (Example: Boiler Room – XYZ Inc.) Information, **AMP**, and floor plans for each school are found on the EA Engineering web site ([www.dcps.eaest.com](http://www.dcps.eaest.com)).
- **Start / Finish Date**  
Enter the date the job started and finished. The date of the first field report is the start date, and the date of the last field report is the finish date.
- **Description of Activity**  
Enter a concise summary of the design. The design / scope of work is of the work yet to be completed, therefore, is in present tense. If the information is taken directly from the design / scope of work, a note that the design / scope of work was conducted in accordance with the work plan is included with the spreadsheet. Provide a concise summary of the work, including the following:

- A. Actual process / method used to remove the contaminated material (if no method is given, enter “using proper methods”)
- B. General description of the material abated (Example: pipe insulation, floor tile, mastic, etc.)
- C. Cleaning methods
- D. Statement of protective methods / equipment used

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

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

- Floor #  
From the AMP enter the floor or level within the school that the ACM was removed.
- AMP #  
The school’s Asbestos Management Plan (AMP) number must be entered. In addition, enter the room number listed in the school’s Asbestos Management Plan (AMP). If a room number is not cited in the design or AMP, enter N/A (Not Available) in the field.
- Facility Room #  
Enter the room number that is given at the school. You will have to determine this based on the information given in the design and field documentation. If the facility room number is not cited in the design or field documentation, enter N/A in the field.
- HA #  
From the AMP enter the Homogeneous Area (HA) number for the material abated. Each type of ACM removed should have a HA designation. If the HA number is not cited in the AMP enter N/A in the field.
- Material Description  
Enter the description of the material abated. Each type of material removed will have a description that must be entered for items abated. Enter “(all)” or “(partial)” for each material abated.  
  
\*Note: Entries for Floor #, AMP #, Facility Room #, and HA Material Description should be horizontally aligned. Use Alt Enter to align text.
- Amount of ACM Removed  
Enter the amount of ACM removed from the school for the job. Do not include materials disposed of during the abatement process, only actual ACM material removed. Materials are measured in Square Feet (SF), Linear Feet (LF), or Cubic Feet (CF).
- Repair  
This column is split on the electronic version. In the first column enter the amount of material repaired. In the second column, enter the measurement (SF, LF, and CF).
- Contractor Information

This field is split to include the Industrial Hygienist (IH) contractor and the Abatement Contractor (Abatement) information. Enter the appropriate contractor's name and address in the field after the designated heading noted above. A solid line should separate the IH and Abatement contractor's information.

- **Sample Collection and Analysis**

Enter only final clearance sampling or bulk sampling information in these fields. The sampling results are found in the field documentation from the IH.

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

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

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

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

Clearance sampling is identified in the field documentation on the sampling record completed by the IH. The record should have PCM / TEM or 7400 / 7404 respectively, labeled on the field sampling record to identify which testing method is used. TEM / 7404 should have a laboratory analysis sheet included with the field documentation.

The information required by this field:

- Sample Date – Date the clearance sampling was conducted as recorded on the clearance sampling field record.
- Type – type of sample (PCM / TEM)
- Approved Laboratory – Enter the following:
  - A. For PCM samples analyzed on site – Name and Address of the IH who collected and analyzed the samples
  - B. For TEM and PLM samples – Laboratory which analyzed the samples, entering the name, address, NVLAP Code and Expiration date
  - C. When only working samples are conducted, merge the three (3) cells (date, type and approved laboratory) and enter: “No final air samples required”

- **Workers and Signatures**

Enter the following statement when removal activities are conducted:  
“See Contractor Worker Certification Log”

- **Waste Disposal / Storage Site**

Enter the name and physical location of the waste disposal site when removal activity is conducted. This information is found on the Waste Manifest in the field documentation. If it is not available, call the Abatement Contractor and ask them what disposal site was used for the specific job and request a completed Waste Manifest.

- **Formatting Guidelines**

The following formatting on the DCPS Facility Abatement Summary Spreadsheet will be universal:

- A. The heading (title, school, and school number) will repeat on multiple pages for the same school.
- B. The column titles will repeat on multiple pages for the same school.
- C. The page number will show subsequent pagination on multiple pages for the same school.
- D. The entire spreadsheet is landscape
- E. Margins are top (1.00), bottom (0.5), left / right (0.5), header / footer (0.5)

- F. IH contractor information is entered before Abatement contractor information, headings for each are bold
- G. Material descriptions are in lower case

## 1.2 AHERA Summary Spreadsheet

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

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

- Job Code  
Enter the corresponding code found on the DCPS Facility Abatement Summary Spreadsheet

Each of the following fields are completed with **C** – complete (all required supporting documentation is complete and included), **NC** – not complete (all required documentation is not complete or included), or **N/A** – not applicable (does not apply to this job).

- Dates of Work (if applicable)  
The dates of work are correct and completed on the DCPS Facility Abatement Summary Spreadsheet.
- Work Plan (if applicable)  
The design is included in the report packet.
- Name and Address of Contractors (if applicable)

The name and address of the abatement contractor is noted on the DCPS Facility Abatement Summary Spreadsheet.

- Worker Signatures (if applicable)  
All of the abatement worker signatures are on the Contractor Worker Certification Log (or noted to be on a sign in log) and the appropriate log/s is attached.
- Worker Certifications (if applicable)  
All of the abatement worker certifications, including medical examination documentation, fit testing certifications, and up to date training certifications are listed on the Contractor Worker Certification Log and log is attached.
- IH Signature (if applicable)  
The IH signature is required in reference to the field samples collected.
- Final Clearance Results (if applicable)  
The results of field samples collected and analyzed are attached (PCM/TEM/PLM) and the Laboratory analysis is attached.  
\* Note: PLM is an analytical method for bulk samples and not intended for analysis of air clearance samples of any sort.
- Lab Address and Accreditation (if applicable)  
The address, NVLAP code and expiration date, are noted on the summary spreadsheet.
- Lab Analyst Signature (if applicable)  
The lab analyst signature is on the laboratory results sheet.

- Waste Storage / Disposal Site  
The physical address is listed on the DCPS Facility Abatement Summary Spreadsheet.

### 1.3 Supporting Documentation

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

- DCPS Facility Abatement Summary Spreadsheet
- AHERA Summary Spreadsheet

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

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

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

### 1.4 Submission

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

- Full Report – consists of the documentation listed in Supporting Documentation (Section 1.3)
- Partial Report – consists of DCPS Facility Abatement Summary Spreadsheet, AHERA Summary Spreadsheet, and Final Clearance Samples (if applicable)

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

### 1.5 Reference

Environmental Protection Agency, Federal Register Part III, 40 CFR Part 763, October 30, 1987, pages 378 and 379.

### 1.6 Acronyms

- ACM – Asbestos Containing Material
- AHERA – Asbestos Hazard Emergency Response Act
- AMP – Asbestos Management Plan
- C – Complete
- CF – Cubic Feet
- CFR – Code of Federal Regulations

- EPA – Environmental Protection Agency
- ES – Elementary School
- HA – Homogeneous Area
- IH – Industrial Hygienist
- JHS – Junior High School
- LF – Linear Feet
- MS – Middle School
- N/A – Not Available or Not Applicable
- NC – Not Complete
- NIOSH – National Institute for Occupational Safety and Health
- NVLAP – National Voluntary Laboratory Accreditation Program
- PCM – Phase Contrast Microscopy
- PLM - Polarized Light Microscopy
- SF – Square Feet
- SHS – Senior High School
- SOP – Standard Operating Procedures
- TEM - Transmission Electron Microscopy
- USACE – United States Army Corps of Engineers



### Appendix C. Contractor Worker Certification Log

I have read the Site-Specific Health and Safety Plan, I understand the contents, and I agree to abide by its requirements. The below dates document that I have been properly trained, medically monitored, and fit tested for the work that I am to perform. Documents will be placed in the Project Records.					
<b>Supervisor Name</b>		<b>Certification</b>	<b>Certification/</b>	<b>Certification</b>	<b>Certification</b>
<b>Printed</b>	<b>Signature</b>	<b>Type</b>	<b>Exam Date</b>	<b>State</b>	<b>Number</b>
		40- or 8-hr AHERA			
		Supervisor License			
		Physical Exam			
		Respirator Fit Test			
<b>Worker #1 Name</b>		<b>Certification</b>	<b>Certification/</b>	<b>Certification</b>	<b>Certification</b>
<b>Printed</b>	<b>Signature</b>	<b>Type</b>	<b>Exam Date</b>	<b>State</b>	<b>Number</b>
		40- or 8-hr AHERA			
		Asbestos Worker			
		Physical Exam			
		Respirator Fit Test			
<b>Worker #2 Name</b>		<b>Certification</b>	<b>Certification/</b>	<b>Certification</b>	<b>Certification</b>
<b>Printed</b>	<b>Signature</b>	<b>Type</b>	<b>Exam Date</b>	<b>State</b>	<b>Number</b>
		40- or 8-hr AHERA			
		Asbestos Worker			
		Physical Exam			
		Respirator Fit Test			
<b>Worker #3 Name</b>		<b>Certification</b>	<b>Certification/</b>	<b>Certification</b>	<b>Certification</b>
<b>Printed</b>	<b>Signature</b>	<b>Type</b>	<b>Exam Date</b>	<b>State</b>	<b>Number</b>
		40- or 8-hr AHERA			
		Asbestos Worker			
		Physical Exam			
		Respirator Fit Test			
<b>Worker #4 Name</b>		<b>Certification</b>	<b>Certification/</b>	<b>Certification</b>	<b>Certification</b>
<b>Printed</b>	<b>Signature</b>	<b>Type</b>	<b>Exam Date</b>	<b>State</b>	<b>Number</b>
		40- or 8-hr			

		AHERA			
		Asbestos Worker			
		Physical Exam			
		Respirator Fit Test			
<b>Worker #5 Name</b>		<b>Certification</b>	<b>Certification/</b>	<b>Certification</b>	<b>Certification</b>
<b>Printed</b>	<b>Signature</b>	<b>Type</b>	<b>Exam Date</b>	<b>State</b>	<b>Number</b>
		40- or 8-hr AHERA			
		Asbestos Worker			
		Physical Exam			
		Respirator Fit Test			
<b>Worker #6 Name</b>		<b>Certification</b>	<b>Certification/</b>	<b>Certification</b>	<b>Certification</b>
<b>Printed</b>	<b>Signature</b>	<b>Type</b>	<b>Exam Date</b>	<b>State</b>	<b>Number</b>
		40- or 8 -r AHERA			
		Asbestos Worker			
		Physical Exam			
		Respirator Fit Test			
<b>Worker #7 Name</b>		<b>Certification</b>	<b>Certification/</b>	<b>Certification</b>	<b>Certification</b>
<b>Printed</b>	<b>Signature</b>	<b>Type</b>	<b>Exam Date</b>	<b>State</b>	<b>Number</b>
		40- or 8-r AHERA			
		Asbestos Worker			
		Physical Exam			
		Respirator Fit Test			
<b>Worker #8 Name</b>		<b>Certification</b>	<b>Certification/</b>	<b>Certification</b>	<b>Certification</b>
<b>Printed</b>	<b>Signature</b>	<b>Type</b>	<b>Exam Date</b>	<b>State</b>	<b>Number</b>
		40- or 8 -r AHERA			
		Asbestos Worker			
		Physical Exam			
		Respirator Fit Test			
<b>Worker #9 Name</b>		<b>Certification</b>	<b>Certification/</b>	<b>Certification</b>	<b>Certification</b>
<b>Printed</b>	<b>Signature</b>	<b>Type</b>	<b>Exam Date</b>	<b>State</b>	<b>Number</b>
		40- or 8-hr AHERA			
		Asbestos Worker			
		Physical Exam			
		Respirator Fit Test			

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



JOB EXPERIENCE WORKSHEET

<b>PROJECT NAME:</b>						
<b>LOCATION:</b>						
<b>CONTRACT VALUE AWARDED:</b>						
<b>CONTRACT VALUE COMPLETED:</b>						
<b>CONTRACT TYPE:</b>	Cost Reimbursable		Time & Materials			
	Fixed Price		Other			
<b>OWNER:</b>						
<b>POINTS OF CONTACT:</b>	<b>Name</b>			<b>Phone #</b>		
				( )		
				( )		
				( )		
<b>PROJECT DESCRIPTION:</b>						
*Continuation sheets may be added						

# **SAMPLE TASK**

## REMEDIAL DESIGN AND ASBESTOS ABATEMENT WORK PLAN

XYZ ELEMENTARY SCHOOL  
WASHINGTON, D.C.

### CEILING TILE, FLOOR TILE AND MASTIC ABATEMENT FIRST AND SECOND FLOORS

#### **1.0 Definitions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**MSDS** - Material Safety Data Sheet.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**USACE** - US Army Corps of Engineers

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

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

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

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

**2.0 Scope of Work**

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

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

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

The scope of work for this specification is to address the asbestos-containing materials found at XYZ Elementary School .

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

**AMP DESIGNATION: Multi-purpose room and various rooms 1<sup>st</sup> and 2<sup>nd</sup> floors**

<b>2'x4' CEILING TILES:</b>	<b>21, 357 SQUARE FEET</b>
<b>FLOOR TILE AND MASTIC:</b>	<b>6,660 SQUARE FEET</b>

Remove 2'x4' ceiling tile located in AMP rooms listed below, and floor tile and mastic in rooms designated below. Critical barriers will be placed on any openings discovered above the ceiling immediately. **Ceiling tile grid work will be removed as part of this project.** The approximate quantities of asbestos containing materials are listed below (Quantities provided are estimates).

Scaffolding and/or ladders will be required. All stored items must be removed from the work area.

**Engineering Control:** Full negative pressure enclosure will be utilized and will involve full poly cover of all critical barriers, walls, and floors. Negative pressure within the containment will be a minimum of -0.02” of water, and 4 air changes per hour. Wet methods will be utilized at all times. No dust will be generated during the removal process. Control measures, cleaning, and post gross removal procedures will conform with AHERA guidelines. Ensure ceiling tiles are removed from the area manually, intact, and placed directly into waste containers.

AMP Room	Floor	HA	Material Description	Room Quantity	Units	Comments
1	1	039	Ceiling Tile, WHITE, 2'X4', WITH WIDTH GOUGES AND PINHOLES	27	SF	
2,3	1	031	Floor Tile, BEIGE, 9" X 9", WITH WHITE AND DARK BROWN MARKS	176	SF	
	1	032	Floor Mastic, , , WITH 31	176	SF	
	1	037	Floor Tile, TAN, 9" X 9", WITH WHITE AND DARK TAN MARKS	64	SF	
	1	038	Floor Mastic, , , WITH 37	64	SF	
	1	039	Ceiling Tile, WHITE, 2'X4', WITH WIDTH GOUGES AND PINHOLES	240	SF	
4,5,6	1	029	Floor Tile, BROWN, 9" X 9", WITH WHITE AND BLACK MARKS	892	SF	
	1	030	Floor Mastic, , , WITH 29	895	SF	
	1	039	Ceiling Tile, WHITE, 2'X4', WITH WIDTH GOUGES AND PINHOLES	819	SF	
7,8,9,10	1	005	Floor Tile, TAN, 12" X 12", WITH BROWN WHITE AND BLACK MARKS	100	SF	
	1	006	Floor Mastic, , , WITH 05	100	SF	
	1	039	Ceiling Tile, WHITE, 2'X4', WITH WIDTH GOUGES AND PINHOLES	960	SF	
11	1	023	Floor Tile, RED CLAY, 12" X 12", WITH YELLOW RED AND BLACK MARKS	156	SF	
	1	024	Floor Mastic, , , WITH 23	156	SF	
	1	039	Ceiling Tile, WHITE, 2'X4', WITH WIDTH GOUGES AND PINHOLES	160	SF	
12	1	039	Ceiling Tile, WHITE, 2'X4', WITH WIDTH GOUGES AND PINHOLES	10	SF	
13	1	029	Floor Tile, BROWN, 9" X 9", WITH WHITE AND BLACK MARKS	192	SF	REMOVE ALL CEILING TILE, FLOOR TILE AND MASTIC
	1	030	Floor Mastic, , , WITH 29	192	SF	
	1	039	Ceiling Tile, WHITE, 2'X4', WITH WIDTH GOUGES AND PINHOLES	192	SF	
14	1	039	Ceiling Tile, WHITE, 2'X4', WITH WIDTH GOUGES AND PINHOLES	120	SF	
15	1	029	Floor Tile, BROWN, 9" X 9", WITH WHITE AND BLACK MARKS	320	SF	REMOVE ALL CEILING TILE, FLOOR TILE AND MASTIC
	1	030	Floor Mastic, , , WITH 29	320	SF	
	1	039	Ceiling Tile, WHITE, 2'X4', WITH WIDTH GOUGES AND PINHOLES	319	SF	
16	1	039	Ceiling Tile, WHITE, 2'X4', WITH WIDTH GOUGES AND PINHOLES	120	SF	
17	1	033	Floor Tile, GREEN, 9" X 9", WITH WHITE AND BLACK STREAKS	68	SF	
	1	034	Floor Mastic, , , WITH HA 33	100	SF	
	1	039	Ceiling Tile, WHITE, 2'X4', WITH WIDTH GOUGES AND PINHOLES	120	SF	
ALL PURPOSE ROOM 18,19	1	077	Floor Tile, LIGHT BROWN, 12'X12', WITH WHITE AND GRAY SPECKS	40	SF	REMOVE ALL CEILING TILE, FLOOR TILE AND MASTIC
	1	078	Floor Mastic, TAN, , WITH HA 077	40	SF	

	1	029	Floor Tile, BROWN, 9" X 9", WITH WHITE AND BLACK MARKS	3,465	SF
	1	030	Floor Mastic, , , WITH 29	3,451	SF
	1	039	Ceiling Tile, WHITE, 2'X4', WITH WIDTH GOUGES AND PINHOLES	3,936	SF
HALLWAY	1	039	Ceiling Tile, WHITE, 2'X4', WITH WIDTH GOUGES AND PINHOLES	1,800	SF
20,21,22	1	039	Ceiling Tile, WHITE, 2'X4', WITH WIDTH GOUGES AND PINHOLES	712	SF
LOBBY	1	039	Ceiling Tile, WHITE, 2'X4', WITH WIDTH GOUGES AND PINHOLES	900	SF
23,24	1	005	Floor Tile, TAN, 12" X 12", WITH BROWN WHITE AND BLACK MARKS	1,152	SF
	1	006	Floor Mastic, , , WITH 05	1,152	SF
	1	039	Ceiling Tile, WHITE, 2'X4', WITH WIDTH GOUGES AND PINHOLES	1,152	SF
25	2	039	Ceiling Tile, WHITE, 2'X4', WITH WIDTH GOUGES AND PINHOLES	672	SF
26	2	039	Ceiling Tile, WHITE, 2'X4', WITH WIDTH GOUGES AND PINHOLES	480	SF
27	2	039	Ceiling Tile, WHITE, 2'X4', WITH WIDTH GOUGES AND PINHOLES	1,053	SF
28	2	039	Ceiling Tile, WHITE, 2'X4', WITH WIDTH GOUGES AND PINHOLES	480	SF
29	2	039	Ceiling Tile, WHITE, 2'X4', WITH WIDTH GOUGES AND PINHOLES	672	SF
30	2	039	Ceiling Tile, WHITE, 2'X4', WITH WIDTH GOUGES AND PINHOLES	672	SF
31	2	039	Ceiling Tile, WHITE, 2'X4', WITH WIDTH GOUGES AND PINHOLES	672	SF
32	2	039	Ceiling Tile, WHITE, 2'X4', WITH WIDTH GOUGES AND PINHOLES	672	SF
33	2	039	Ceiling Tile, WHITE, 2'X4', WITH WIDTH GOUGES AND PINHOLES	672	SF
34	2	039	Ceiling Tile, WHITE, 2'X4', WITH WIDTH GOUGES AND PINHOLES	672	SF
35	2	039	Ceiling Tile, WHITE, 2'X4', WITH WIDTH GOUGES AND PINHOLES	669	SF
36	2	039	Ceiling Tile, WHITE, 2'X4', WITH WIDTH GOUGES AND PINHOLES	664	SF
37	2	039	Ceiling Tile, WHITE, 2'X4', WITH WIDTH GOUGES AND PINHOLES	595	SF
HALLWAY	2	039	Ceiling Tile, WHITE, 2'X4', WITH WIDTH GOUGES AND PINHOLES	1,797	SF

**Additional Requirements:**

Any friable asbestos, which is uncovered as part of work, will be removed as part of this work. Should additional asbestos containing materials abatement work be required, an AHERA designer must review and approve the proposed method of friable ACM removal, prior to start of this additional work.

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

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

**General Work Requirements and Phasing:**

Contractor will isolate and contain the area of work. Critical barriers will be placed over all entrances and penetrations. Two layers polyethylene sheeting shall be installed on walls and floors where applicable. Contractor will coordinate to shut applicable building systems (boilers, HVAC Systems, etc.), and lock-out and tag out of all electrical systems within the work area.

Work will begin with pre-cleaning of the staging area. The staging area will be controlled by installing barriers or barrier tape. A three stage decontamination facility will be installed at the entrance of each work area. The decon must be functional AT ALL TIMES while abatement is underway. Water to decon must be available without interruption. Water to Decon can not be used as supply for dust control purposes. Adequate primary Air Filtration Devices (AFD) to ensure a minimum of 0.02 inches of water pressure differential and four air changes per hour will be installed. Backup AFDs will be installed, one backup for every four primary AFDs.

All abatement work shall be in full compliance with AHERA procedures, using a Full Containment /Negative Pressure Enclosure. All removal will be performed using wet methods. All waste will be bagged immediately after removal. Once negative pressure is achieved, asbestos abatement will begin. Asbestos will be removed in an intact state using wet methods. The industrial hygienist will conduct final visual inspection and direct encapsulation of the work area upon acceptance. All dust, debris, and dirt on floors and horizontal surfaces within the work area are presumed to contain asbestos / be contaminated with asbestos. No visible dust or debris may remain in the work area. This will require removal of all dust, debris, etc. from walls, ceiling and floor surfaces within the work area. Aggressive AHERA TEM clearance will be conducted. All abatement activities will be conducted after School hours.

**2.1 Work Schedule**

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

**2.2 Applicable Standards and Guidelines**

**2.2.1 General Requirements**

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

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

### **2.2.2 Specific Requirements**

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

Occupational Safety and Health Administration (OSHA) Title 29 Code of Federal Regulations Section 1926.1101 - Construction Standard for Asbestos.

Title 29 Code of Federal Regulations Section 1910.134 - General Industry Standard for Respiratory Protection (Final Rule).

Title 29 Code of Federal Regulations Section 1926 Construction Industry.

Title 29 Code of Federal Regulations Section 1910.20 Access to Employee Exposure and Medical Records.

Title 29 Code of Federal Regulations Section 1910.1200 Hazard Communication.

Title 29 Code of Federal Regulations Section 1910.1001 and 1926.1101.

Environmental Protection Agency (EPA)

Title 40 Code of Federal Regulations Part 61 Subparts A and M (Revised Subpart B) National Emission Standard for Asbestos.

USACE EM385-1-1

All District of Columbia Safety Codes, Labor Codes, rules and regulations, unless otherwise instructed by IT or the USACE.

In addition, as required by the USACE-Baltimore District must receive a copy of the waste manifest within 10 days of receipt.

### **3.0 Submittals and Notices**

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

Submit written documentation of filter replacements for HEPA vacuums and negative pressure ventilation units demonstrating that new filters have been installed prior to the start of work. Submit documentation of functioning status of negative pressure ventilation units and recorded actual CFM capability.

Submit documentation of respirator fit testing of all Contractor employees and agents who must enter the work area. This fit-testing shall be in accordance with qualitative procedures as detailed in the OSHA Asbestos Standard 29 CFR 1910.1001 Appendix C Qualitative Fit Test Protocol or be quantitative in nature. This shall be done twice a year unless noted otherwise. Submit copies of all training records/licenses and copies of medical records for those individuals working on this project.

Submit written notification in accordance with 40 CFR Part 61.146 of Subpart M, to the appropriate State or Federal air pollution control agency responsible for the enforcement of the National Emission Standard for Asbestos. The Notification must be sent at least ten (10) days prior to the commencement of any on-site project activity when the project involves greater than 260 linear feet of pipe insulation or 160 square feet of sprayed, troweled or otherwise applied material or covering.

During Abatement Activities, Contractor shall submit logs documenting; workers entering and exiting containment area(s), filter changes on HEPA vacuums, negative pressure within containment, and other engineering controls. Also Post Contractor's District of Columbia Certification.

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

Notify site personnel of the arrangements. These arrangements must be made prior to start to avoid unauthorized access into the work area. (Note: Notification of all area occupants and users is required in order to prevent unnecessary or unauthorized access to the contaminated work area).

Provide the Contractor information concerning access, line and equipment clearing, and protection requirements of certain equipment and systems in the work area.

Water and electricity will be available to the abatement contractor. Contractor must modify water and power sources as necessary to meet applicable construction codes for work.

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

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

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

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

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

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

#### **5.0 Materials**

##### **5.1 General Materials**

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

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

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

Adhesives must be free of methylene chloride.

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

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

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

Surfactant (wetting agent) will be a 50/50 mixture of polyoxyethylene ether and polyoxyethylene ester, or equivalent, mixed in a proportion of 1 fluid ounce to 5 gallons of water or as specified by manufacturer. (An equivalent surfactant will be

understood to mean a material with a surface tension of 29 dynes/cm as tested in its properly mixed concentration, using ASTM method D1331-56-"Surface and Interfacial Tension of Solutions of Surface Active Agents".)

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

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

## **5.2 General Equipment and Personal and Respiratory Protection**

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

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

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

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

If half-face respirators are to be used during preparation of the Work Area, the Contractor must supply a sufficient quantity of NIOSH approved HEPA type P100 filters so that the workers may change filters each time they exit the Work Area.

Respirators must be wet rinsed and filters discarded each time a worker leaves the Work Area. Store respirators and filters at the job site in the clean room and protect from exposure to asbestos prior to their reuse.

Full body disposable protective clothing, including head, body and foot coverings (unless using footwear as described below) consisting of material impenetrable by asbestos fibers (Tyvek or equivalent) will be provided to all workers and authorized visitors in sizes adequate to accommodate movement without tearing.

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

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

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

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

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

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

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

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

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

Rubber dustpans and squeegees will be provided by the Contractor.

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

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

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

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

## **6.0 Removal Procedures and Detailed Specification**

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

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

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

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

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

### **6.1 Preparation**

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

### **6.2 Negative Pressure**

The Contractor will install sufficient primary HEPA filtered Air Filtration Devices (AFD) to allow one complete air exchange every 15 minutes, as well as maintain a minimum -0.02 inches of water, negative pressure within the containment, until the decontamination of the Work Areas are complete. The Contractor will have backup AFDs within the Area containments in case

of equipment failure. Provide backup AFDs in sufficient quantity to draw approximately 25% of the overall negative pressure requirement (1 backup for every 4 primary AFDs in use). The AFD units will be strategically placed to provide air movement and filtration throughout the Work Area. All AFD exhaust tubing will exit outside the School. Exhausting of Air Filtration Devices will not be allowed within the School.

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

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

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

### 6.3 Decontamination Unit

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

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

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

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

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

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

### 6.4 Workplace Entry and Exit Procedures

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

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

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

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

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

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

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

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

These procedures shall be posted in the work area.

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

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

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

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

## **6.6 Training**

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

Training in emergency response and evacuation procedures shall be provided.

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

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

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

Pre-clean, as required, the staging area, and area where the 3 stage decontamination facility will be located.

Set up three-stage decontamination units at entrance to the Work Area(s).

Remove all movable items from the work area. Protect fixed objects.

Clean and seal critical barriers to the Work Area(s) and place 2 layers of 6-mil polyethylene sheeting over all objects to remain in the work area.

Establish negative pressure within the Work Areas.

Pre-clean the work area.

Remove ACBM intact, placing waste directly into waste containers. "Goose Neck Seal" each disposal bag. Place generator labels on each bag of waste. Remove waste containers to interim storage daily. If interim storage facility is on site, ensure storage facility is lockable, with caution signs meeting the specifications of OSHA 29 CAR 1910.1001 (j)(1)(ii) posted on all sides.

Remove additional friable asbestos, if encountered.

Remove all remaining asbestos / asbestos contaminated waste from the work area.

Clean containment barriers, and upon approval of the industrial hygienist, remove working layer.

Thoroughly encapsulate Work Areas after visual clearance and allow to dry.

Conduct clearance monitoring in each of the Work Areas using TEM clearance criteria.

Remove Work Area containment when clearance criteria have been met.

### **6.8 Clean-up Procedure**

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

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

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

### **6.9 Disposal Procedures**

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

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

## **7.0 Air Monitoring and Quality Control**

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

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

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

Air monitoring will be conducted throughout the project by a third party Air Monitoring Contractor who will report directly to USACE.

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

### **7.1 During Removal**

During removal, sampling will be conducted inside the work area, outside each work area, at critical barriers, and remotely within adjacent occupied areas. Two of these daily samples shall be taken at the negative air exhaust. Additional sampling may be performed at the discretion of the 3<sup>rd</sup> Party Air Monitoring Contractor, and the USACE. All sampling will be performed by Phase Contrast Microscopy in accordance with NIOSH Method 7400.

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

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

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

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

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

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

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

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

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

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

Instructions for completion of Sample Task Schedule:

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

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

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

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

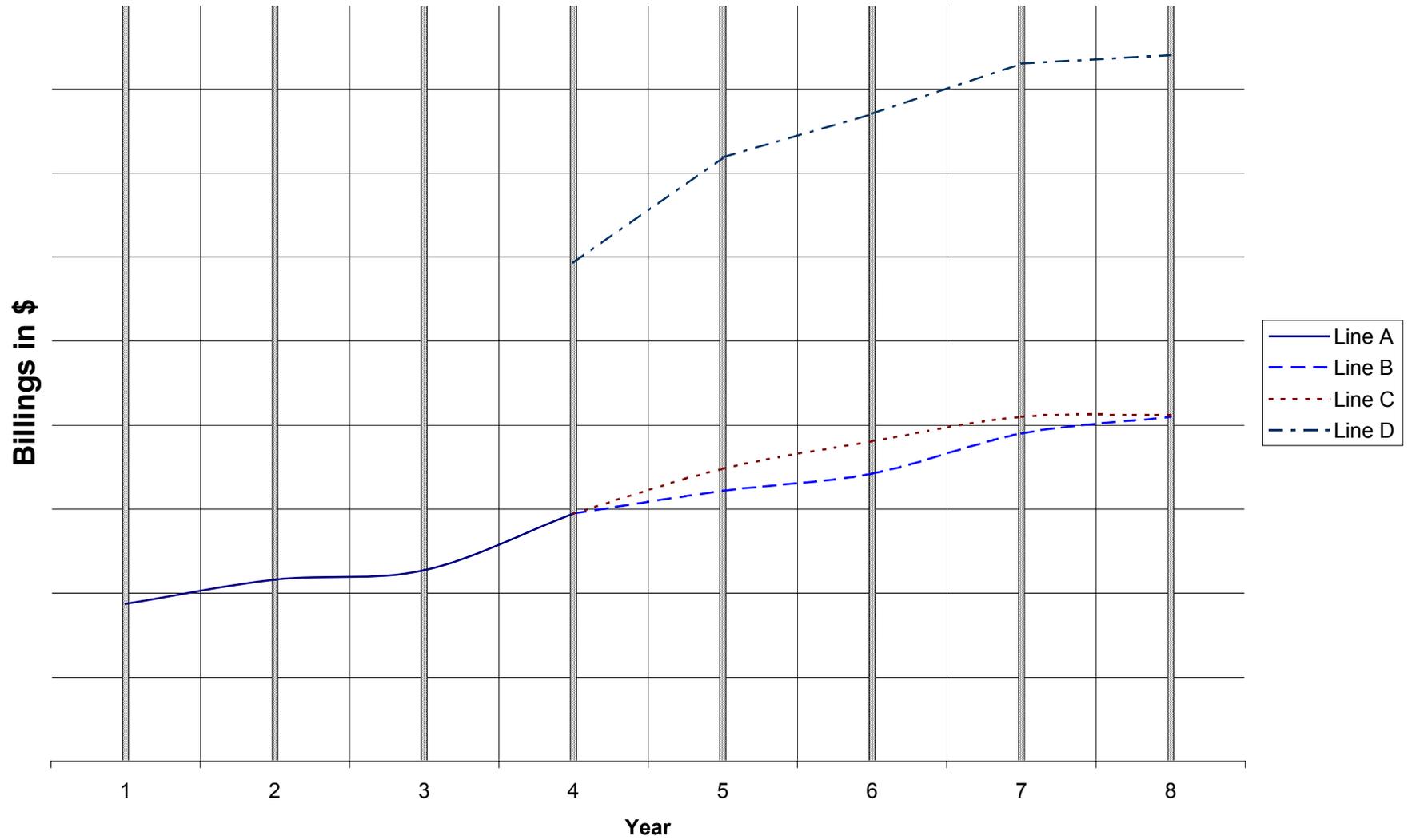
**Travel -** Provide quantities for each Work Element in the Sample Task which travel will be incurred. Units of Measure will include (MI) Mileage, (DAYS) Total per diem days with a footnote indicating the number of personnel. (TRIPS) Commercial carrier, indicate number for each Work Element include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

SAMPLE TASK  
 WORK BREAKDOWN STRUCTURE INDIVIDUAL WORK ELEMENT RESOURCES SCHEDULE SUMMARY

	<u>UNIT</u>	<u>WE (1)</u> <u>QTY</u>	<u>WE (2)</u> <u>QTY</u>	<u>WE (3)</u> <u>QTY</u>	<u>WE(4)</u> <u>QTY</u>	<u>WE(5)</u> <u>QTY</u>	<u>WE(6)</u> <u>QTY</u>	<u>WE(7)</u> <u>QTY</u>	<u>TOTAL</u>
<b>DIRECT LABOR:</b>									
_____	HR	_____	_____	_____	_____	_____	_____	_____	_____
_____	HR	_____	_____	_____	_____	_____	_____	_____	_____
_____	HR	_____	_____	_____	_____	_____	_____	_____	_____
_____	HR	_____	_____	_____	_____	_____	_____	_____	_____
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_____	HR	_____	_____	_____	_____	_____	_____	_____	_____
_____	HR	_____	_____	_____	_____	_____	_____	_____	_____
<b>MATERIALS</b>									
	(LF,TN,CY,etc.)								
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<b>EQUIPMENT</b>									
	(HR,DY,etc.)								
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
<b>SUBCONTRACTORS</b>									
(Describe Function/Task)									
_____	<u>JB</u>	_____	_____	_____	_____	_____	_____	_____	_____
_____	<u>JB</u>	_____	_____	_____	_____	_____	_____	_____	_____
_____	<u>JB</u>	_____	_____	_____	_____	_____	_____	_____	_____
<b>TRAVEL</b>									
Mileage	<u>MI</u>								
Perdiem	<u>DAYS</u>	_____	_____	_____	_____	_____	_____	_____	_____
Commercial Carrier	<u>TRIPS</u>	_____	_____	_____	_____	_____	_____	_____	_____

NOTE: Apply additional Lines as needed.

# Offeror Billings Past and Future Projections



## LABOR COST MATRIX INSTRUCTIONS

### LABOR COST MATRIX INSTRUCTIONS

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

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



## REALISTIC TASK COST SUMMARY SCHEDULE INSTRUCTIONS

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

1. Column one (Pure Direct Cost): Pure direct Costs for each element of cost is provided by the Government. These predetermined costs are to be used by each offeror as a basis for applying their Indirect Costs / Rates based on Their Current Accounting Practices. Labor Costs represent Predetermined Base Labor Rates times our predetermined Hours. All other costs provided in this column include all applicable sales and use taxes.
2. Column two (Fringe Benefits): The offeror shall provide the offered Fringe Benefit rate and the Base to which this rate will be applied. The offeror shall apply this rate to the appropriate cost. Application is based on offerors current accounting practices.
3. Column three ( Overhead): The offeror shall provide the offered Overhead rate and Base to which the rate will be applied. The offeror shall apply this rate to the appropriate cost. Application is based on offerors current accounting practices.
4. Column four (General and Administrative): The offeror shall provide the Offered General and Administrative Rate and Base to which the rate will be applied. The offeror shall apply this rate to the appropriate cost. Application is based on offerors current accounting practices.
5. Column five (Materials Overhead Other/Etc.): The offeror shall provide the offered Materials Overhead, or Other Rate and Base to which the rate will be applied. The offeror shall apply this rate to the appropriate cost. Application is based on offerors current accounting practices.
6. Column six (Total): The offeror shall provide the summation of columns 2 through 5
7. Column seven (Reference Notes): The offeror shall provide a reference not number to direct attention to any narrative explanation the offeror wishes to provide.

**REALISTIC TASK COST SUMMARY SCHEDULE WITH BURDEN RATES APPLICATION**

PRIME CONTRACTOR: \_\_\_\_\_

		(1)	(2)	(3)	(4)	(5)	(6)	(7)
		PURE DIRECT COSTS	FRINGE BENEFITS	OVERHEAD	G&A	MATERIALS OVERHEAD OTHER/ETC	TOTAL	REFERENCE NOTES
			Rate (%):	Rate (%):	Rate (%):	Rate (%):		
			Base:	Base:	Base:	Base:		
	<b>Home Office</b>							
	Professional	\$ 30,927.00						
	Technician	\$ -						
	Labor	\$ 10,309.00						
	Other							
<b>LABOR</b>								
	<b>Project (Field) Office</b>							
	Professional	\$ 30,927.00						
	Technician	\$ 82,472.00						
	Labor	\$ 51,545.00						
	Other							
<b>MATERIALS</b>		\$ 205,270.00						
<b>EQUIPMENT</b>		\$ 34,190.00						
<b>SUBCONTRACTORS</b>								
	Team	\$ 50,908.00						
	Non-Team	\$ 76,362.00						
<b>TRAVEL</b>		\$ 22,945.00						
<b>OTHER DIRECT COSTS (odc)</b>		\$ 54,080.00						
<b>TOTAL</b>		\$ 649,935.00						

# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 USC 1352  
(See reverse for public burden disclosure)

<b>1. Type of Federal Action</b> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance <div style="text-align: right;"><input type="checkbox"/></div>	<b>2. Status of Federal Action</b> a. Bid/offer/application b. Initial Award c. Post Award <div style="text-align: right;"><input type="checkbox"/></div>	<b>3. Report Type</b> a. Initial Filing b. Material Change  For Material Change Only: Year _____ Quarter _____ Date of Last Report _____ <div style="text-align: right;"><input type="checkbox"/></div>
--	---	--

<b>4. NAMES AND ADDRESS OF REPORTING ENTITY:</b> <input type="checkbox"/> PRIME <input type="checkbox"/> SUBAWARDEE Tier _____, if known  Congressional District, if known: _____	<b>5. IF REPORTING ENTITY IN NO. 4 IS SUBAWARDEE, ENTER NAME AND ADDRESS OF PRIME:</b>  Congressional District, if known: _____
<b>6. Federal Department/Agency:</b> _____	<b>7. Federal Program Name/Description:</b> CFDA Number, if applicable: _____
<b>8. Federal Action Number, if known:</b> _____	<b>9. Award Amount, if known:</b> \$ _____
<b>10. a. Names and Address of Lobbying Entity (if individual, last name, first name, MI):</b> _____	<b>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</b> _____
<b>11. Amount of Payment (check all that apply):</b> \$ _____ <input type="checkbox"/> ACTUAL <input type="checkbox"/> PLANNED	<b>13. Type of Payment (check all that apply):</b> <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: _____
<b>12. Form of Payment (check all that apply):</b> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature: _____ value: _____	<b>14. Brief description of Services Performed or to be Performed and date(s) of services, including officer(s), employee(s) or Members contacted for Payment indicated in Item 11:</b> _____ _____ _____
<b>15. Continuation Sheet(s) SF-III-A attached:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO	<b>16. Information requested by 31 USC section 1352.</b> Signature: _____ Print Name: _____ Title: _____ Telephone No. _____ Date: _____
STANDARD FORM LLL	

J4

Section K - Representations, Certifications and Other Statements of Offerors

52.0204-4005

CERTIFICATE OF CORPORATE AUTHORITY

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

CERTIFICATE

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

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

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

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

52.204-4005  
(End of Clause)

52.0203-4153

STANDARD FORM LLL, DISCLOSURE OF LOBBYING ACTIVITIES LOCATION

The Standard Form LLL "Disclosure of Lobbying Activities" and Instructions for Completion of SF LLL, Disclosure of Lobbying Activities is located behind Section 00600 (for construction) or Section J (for service and supply).

End of Clause

(CENAB-CT/APR 97)  
(FAR 3)  
(52.0203-4153)

STATEMENTS OF OFFERORS

In accordance with Section M, Paragraph M.2, Multiple Award Procedure; offerors must indicate which categories or category within which they desire to compete by completing the following statement:

\_\_\_\_\_ desires to be considered for the  
(name of company)

- Check one      \_\_\_\_\_ Small Business (SB) contract
- \_\_\_\_\_ 8 (a) contract
- \_\_\_\_\_ HUBZone contract

category resulting from this solicitation.

\_\_\_\_\_  
(name & title)

CLAUSES INCORPORATED BY REFERENCE

252.209-7001      Disclosure of Ownership or Control by the Government of a Terrorist Country      MAR 1998

CLAUSES INCORPORATED BY FULL TEXT

## 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(e) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

g. The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision \_\_\_\_\_ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

## 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(f) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(ii) Those prices,

h. The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision \_\_\_\_\_ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

#### 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

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

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

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

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

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

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

(End of provision)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

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

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

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

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

(d) Taxpayer Identification Number (TIN).

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

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

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

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

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

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

(e) Type of organization.

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate entity (not tax-exempt);

\_\_\_ Corporate entity (tax-exempt);

\_\_\_ Government entity (Federal, State, or local);

\_\_\_ Foreign government;

\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_ Other \_\_\_\_\_

(f) Common parent.

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

\_\_\_ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of provision)

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

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

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

(End of provision)

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

#### 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ( ) intends, ( ) does not intend (check applicable block) to use one or more plants or facilities located at a different address from the

address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of performance (street address, city, state, county, zip code)	Name and address of owner and operator of the plant or facility if other than offeror or respondent
_____ _____	_____ _____

(End of provision)

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 ( ) (insert NAICS code).

(2) The small business size standard is ( ) (insert size standard).

(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; or

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

#### 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUL 1996)

(a) Definition.

"Small business concern," as used in this clause, 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 size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

#### 52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (OCT 2000)

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than

50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

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

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

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

(End of provision)

52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

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

(b) Representations.

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

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

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

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

(C) It is identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration(PRO0Net); or

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

(2)\_\_\_ For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

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

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

(End of provision)

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

The offeror represents that --

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

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

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

(End of provision)

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

The offeror represents that

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

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

(End of provision)

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

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

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

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

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

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

(End of provision)

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

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

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

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

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

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

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

(4) "Proscribed information" means--

(i) Top Secret information;

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

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

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

(v) Sensitive Compartmental Information (SCI).

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

(c) Disclosure.

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

Offeror's Point of Contact for Questions about Disclosure

(Name and Phone Number with Country Code, City Code and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity

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

Government Identification of Foreign Government

(End of provision)

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (SEP 1999)

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

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

(c) Certifications. (1) The Offeror certifies that--

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

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

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

Qualifying Country End Products

Line Item Number

Country of Origin

\_\_\_\_\_

(List only qualifying country end products.)

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

Nonqualifying Country End Products

Line Item Number

Country of Origin (If known)

\_\_\_\_\_

(End of provision)

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)

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

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

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

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

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

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

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

(End of clause)

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

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

(b) Representation. The Offeror represents that it:

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

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

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

(End of provision)

## Section L - Instructions, Conditions and Notices to Bidders

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)

52.0215-4027

## BASIS OF AWARD

Award will be made on the basis of an acceptable offer, the price or cost of which is not necessarily the lowest, but which is sufficiently more advantageous than the lowest offer so as to justify the payment of a higher price or cost.

(CENAB-CT MAY 1992)  
(AFARS 15.605(d)(2))  
(52-0215-4027)

52.0236-4013

## 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)

52.0233-4041

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)

52.0215-4060

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)

52.0215-4051

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)

INSTRUCTIONS TO OFFERORS

L.1 DEFINITIONS: For the purposes of this proposal the following are defined:

1. Offeror: Any entity that submits a proposal. A Joint Venture will be considered an Offeror.
2. Contractor team arrangement: an arrangement in which –
  - (a) Two or more companies form a partnership or joint venture to act as a potential prime contractor;  
or
  - (b) A potential prime contractor agrees with one or more other companies to have them act as its subcontractors under a specified Government contract or acquisition program.
3. Identified Subcontractor: A subcontractor submitted as a Team member in the proposal for evaluation. The proposed Identified Subcontractor qualifications, type of work to be performed and proposed contractual arrangement types of work shall be fully disclosed.
4. Non-Identified Subcontractor: Any subcontractor which may be used under this contract and not identified in the Offeror's proposal for evaluation as a Team member.
5. Team: The Offeror and all Identified Subcontractor(s). A parent corporation of the Offeror or another subsidiary or affiliate to the parent corporation may be also defined as part of the team if that parent or other subsidiary corporation is proposed for evaluation. The Government will recognize the integrity and validity of the contractor Team arrangements, provided, the arrangements are identified and the company relationships are fully disclosed. Any Identified Subcontractor(s) shall not be replaced or substituted without the written consent of the Contracting Officer.

6. Team Member: Any entity that is proposed by the Offeror as a part of the Team for evaluation.
7. Cost Realism: Cost Realism involves the review of the costs proposed to determine whether the estimated proposed cost elements are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the unique methods of performance and materials described in the offeror's technical proposal.
8. Best Value: The expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit in response to the requirement.
9. Key Positions: Defined as those positions which are critical or essential to the execution of this contract or degradation of one or more of these positions would have an immediate significant impact on the performance of the Offeror under this contract that can not be compensated for within a reasonable amount of time.

L.2 GENERAL PROPOSAL INFORMATION: The Government's intent is to award a contract which provides the best value abatement services for sites within the North Atlantic Division but primarily for District of Columbia Public Schools.

*This contract will be acquired by means of a Request for Proposal (RFP), evaluated using the best value approach. The award will be made to the Offeror whose proposal is considered most advantageous to the Government, costs and other factors considered. The technical proposals will be evaluated and adjectively rated. The cost proposals will be subjectively evaluated.*

L.3 PROPOSED CONTRACT UTILIZATION: For purposes of the technical evaluation, the Government has established a range of anticipated total contract expenditures that may be used by the Offeror when responding to the proposal. This is for informational and evaluation use only and in no way binds the Government to more work than the Guaranteed Minimum as defined in Section B, nor does it commit the Government to utilizing this contract in any specific localities.

1. Geographic Utilization:
  - 90% of the projects located within the District of Columbia
  - 10% of the projects located up to 250 miles from the District of Columbia
2. Annual Expenditures:

	<b>Expenditure</b>	<b>Expenditure</b>	<b>Expenditure</b>
<b>Year</b>	<b>8(a)</b>	<b>SBSA</b>	<b>HUBZone</b>
1	\$4,000,000	\$4,000,000	\$4,000,000
2	\$4,000,000	\$4,000,000	\$4,000,000
3	\$4,000,000	\$4,000,000	\$4,000,000
4	\$4,000,000	\$4,000,000	\$4,000,000
5	\$4,000,000	\$4,000,000	\$4,000,000
Total	\$20,000,000	\$20,000,000	\$20,000,000

3. Estimated Task Order Size:
  - Highest Value       \$65,000
  - Average Value       \$15,000
  - Mean Value           \$30,000
  - Lowest Value         \$5,000

L.4 PROPOSAL FORMAT

1. The proposal shall consist of two volumes: Volume I, Technical and Volume II, Cost. All proposals shall contain the requirements stated herein and every Volume shall also contain the Volume number on the cover, Table of Contents, List of Tables, List of figures, and all Identified Team Members or Joint Venture partners. Proposal clarity, organization (as requested in this solicitation) and cross referencing is mandatory. The Offeror's name, address, and telephone number shall appear on every page to be evaluated. The proposals shall be submitted as set forth below.

Volume I - Technical	Original + 3 copies
Volume II - Cost	Original + 2 copies

Note: (1) All originals shall be identified and labeled as **“ORIGINAL”** on the outside cover.

a. **VOLUME I - TECHNICAL:** Shall contain the following sections:

Introductory Narrative

Section One: Technical Expertise and Experience

- a. Management Experience and Project Approach
- b. Past Performance
- c. Sample Task Work Plan

Section Two: Current and Projected Capacity Capabilities

**Note: No cost information is to be included in Volume I.**

b. **VOLUME II - COST:** Shall contain the following sections:

Section One: Cost Information (Rates, Burdens, OH, Summary Sheet, etc.)  
and solicitation SECTION K – Representations, Certifications, and  
Other Statements of Offerors

Section Two: Cost Realism

L.5 PROPOSAL LENGTH: The total number of pages for Volume I - Technical, (Sections 1 through 2) shall be limited to 35 pages. Volume II will not be limited on page count.

1. Minimum Font Size - 10 point and not more than 12 characters per inch (cpi).
2. Text Page Size - 8½” x 11”
3. Fold out Page Size – 8 ½” x 17”
4. Line spacing will be limited to a maximum of 7 lines per inch.
5. Minimum margins = 1” left and ½” right, and 1” top and bottom. Headers and footers are not subject to margin limitations.
6. Each fold out page in Volume I shall be counted as one page. The Offeror shall not exceed 10 fold out pages. Fold out pages shall be limited to graphic representations only (i.e. not to be used for general text or Sample Task).
7. Indexes, Cover sheets, cross referencing tables, table of contents, etc., will not be included in the page count. These pages will not be evaluated
8. Tab dividers shall be used to separate sections. These dividers will have no text except section indicator and will not be included in page count.
9. Blank sheets will not be included in the page count.
10. Pages containing charts, tables, graphs, diagrams, etc., will be included in the page count. Font size limitations apply, margin limitations do not apply. Standard Management Information System (MIS) reports, graphics, schedules and charts are exempt from margins, font, and line limitations but must be readable. They will count towards total page limit.
11. All pages will be numbered sequentially.
12. A page printed on both sides will be counted as two pages.

13. No addendum or appendices to Volume I will be accepted.

NOTE: Any pages in the proposal that are in excess of the page size, font size, characters per inch, lines per inch, and margin limitations specified above **will not** be evaluated.

L.6 PROPOSAL CONTENT: The proposal shall contain the information listed below. Should the proposal include any standard company terms and conditions that conflict with the terms and conditions of the solicitation, the proposal may be determined “unacceptable” and thus ineligible for award.

1. **VOLUME I - TECHNICAL:** The technical volume shall include the following information.

A. **INTRODUCTORY NARRATIVE:** The Offeror shall provide an introductory narrative to be used as a guide and will not be evaluated. This narrative shall identify the work which will be performed by the Offeror and by all Identified Subcontractors. This work should be categorized as defined in Section C, Statement of Work. The contractual arrangements between the Offeror and each Identified Subcontractor shall be fully explained. It is assumed that types of work not attributed to the Offeror or the Identified Subcontractor(s) will be performed by competitively selected subcontractors. Anticipated work to be performed by Non-Identified Subcontractors will be identified in a generic sense only. The same type of work performed by both Identified and Non-identified Subcontractors will be identified under both categories. The use of matrices, charts, etc., in lieu of or in addition to the narrative is permitted. This narrative will be not counted as part of the page limitation but shall be limited to three (3) pages.

The Introductory Narrative must be consistent with all Sections of Volume I-Technical.

B. **SECTION ONE**

1. **TECHNICAL EXPERTISE AND EXPERIENCE:** The Offeror shall describe their organization in terms of its technical capabilities and how these resources will be optimized. Topics to be addressed include, but are not limited to, the following:

- a. The Offeror’s ability and approach in providing support in the topics listed in Section C, Statement of Work.
- b. Technical experience must be consistent with the Introductory Narrative, Volume I. The following information shall be provided.

(1) Narrative of each Team member’s (i.e. Offeror or identified Subcontractor) overall capabilities and experience relative to the types of work identified in Section C, Statement of Work.

(2) Section J, Attachment 9, Job Experience Sheets, necessary to demonstrate the Team’s capabilities to perform the work specified in Section C, Statement of Work. Projects used shall be the most recent projects completed by the Offeror that pertain to Section C, Statement of Work. Job Experience sheets shall be limited to five (5) and will not be considered in the page count

2. **MANAGEMENT EXPERIENCE AND PROJECT APPROACH:**

a. **PERSONNEL:** The Offeror shall submit the following information:

(1) Key Positions - The Offeror shall identify “key positions” by title, function and required qualifications to fill the position. A narrative describing the Offeror’s rationale for identifying key positions shall be submitted. The maximum number of

key personnel shall not exceed five. Offeror must inform Contracting Officer in writing if the key personnel proposed changes prior to award.

b. **MANAGEMENT PLAN:** The Offeror shall submit a narrative discussion on how the Offeror intends to manage both the administrative and technical aspects of the contract. The Offeror’s discussion should include, but not be limited to, the items identified below:

- (1) Describe integration of the Offeror’s management approach throughout the Team structure.
- (2) The Offeror’s Management Information System (MIS) is considered critical to the success of cost reimbursement Task Orders. The MIS should integrate cost and schedule information to provide at a minimum: tracking of costs incurred, tracking of costs scheduled, tracking of potential costs, projection of cost and schedules, and time phased budget and spending curves. The schedule portion of the MIS should include a standard network analysis system that can be resource loaded for cost and manpower projections. Automated information should be remotely accessible at the work site and other locations to allow for cost tracking of actual labor, equipment, purchases, subcontracts, and other commitments, obligations, and expenditures; and the evaluation of the impact of changes to the Task Order negotiated baseline. The Offeror shall describe how he intends to meet these requirements and shall provide an example(s) of the MIS from other comparable projects.
- (3) Describe intended utilization of personnel (either identified by generic qualifications and/or name) to administer this contract.

c. **ORGANIZATION PLAN:** The Offeror shall submit a plan describing how the Offeror intends to structure the organization based on the projected work load identified below. This plan shall address how the Offeror will adapt to the range of possible utilization scenarios and shall address the organizational structure(s). A graphical description is acceptable.

(1) The information provided should address, but not be limited to, the following:

- (a) Name of Offeror and Identified Subcontractors
- (b) Location and function of significant organizational Offices
- (c) Lines of authority, nature of authority for and between the Offerors and their identified Subcontractor(s) organization(s). Also show locations of relevant offices.
- (d) Location and affiliation of all “key” personnel
- (e) Location and affiliation of relevant “identified” positions
- (f) Identify organizational structure that will manage unidentified subcontractors work.

(2) Work Load Chart

<i>Year</i>	<i>Task Order</i>	<i>Amount</i>
<i>1</i>	<i>0001</i>	<i>\$5,000</i>
<i>1</i>	<i>0002</i>	<i>\$38,000</i>
<i>1</i>	<i>0003</i>	<i>\$65,000</i>
<i>1</i>	<i>0004</i>	<i>\$22,000</i>
<i>1</i>	<i>0005</i>	<i>\$65,000</i>

<b>Total</b>		<b>\$195,000</b>
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3. **PAST PERFORMANCE:** The offeror and Identified Subcontractor shall provide a customer reference point of contact for five most recently completed projects pertaining to activities described in Section C, Statement of Work. Information shall include name, title, location and organization, address, phone number, fax number, and email address of contact. Also include Contract, Number, Contractor Name, project title, project amount (awarded and completed), project description, and what work the offeror performed. This will not count toward the page count.
  
4. **SAMPLE TASK WORK PLAN:** The Offeror shall provide an abbreviated work plan for the Sample Task found in Section J, Attachment 10.
  - a. A Sample Task narrative identifying:
    - (1) The type of work expected to be performed by each Team Member and the rationale for assigning the work to each Team Member.
    - (2) A brief description of mobilization, staffing, training, and construction management plans for the Sample Task.

**C. SECTION TWO: CURRENT AND PROJECTED CAPACITY CAPABILITIES:**

Information shall include, but not be limited to, the following:

1. Offeror’s Billings, past and future projections: Projections shall be shown graphically as in the example graph, Section J, Attachment 13. See line segment definitions below to prepare the graph.

a. The following assumptions shall be used when projecting the Offeror’s workload. The Offeror shall assume all contract options are to be executed at the appropriate time frame for all individual contracts. Past and projected contract billings apply to all contracts the Offeror has been awarded (i.e. U.S. Government, private, foreign contracts, etc.). Projected billings are to be in current year dollars (i.e. do not apply inflation factors to projected billings). For this exercise assume the EMARCs will be awarded 31 May 2002. For this EMARCs contribution use the following billings:

Year	Unrestricted
1	\$2,000,000
2	\$4,000,000
3	\$7,000,000
4	\$4,000,000
5	\$3,000,000
<b>Total</b>	<b>\$20,000,000</b>

Note: The Offeror may provide an explanatory narrative of their contract commitments in addition to the graphical representation as shown above. This narrative will be considered as part of the page count.

- b. Definitions for Section J, Attachment , line segments A, B, C, and D:
  - i. Line A = Offeror’s past contract billings for the last four years beginning December 31, 1998

- ii. Line B = Offeror's projected billings for all awarded contracts/task orders for the next five years beginning June 1,2002
    - iii. Line C = Line B plus Offeror's anticipated subcontracting dollar amount under the EMARCs (based on yearly breakdown provided in paragraph above)
    - iv. Line D = Line B plus Line C plus the anticipated amount of this EMARCs the Offeror plans to self perform (based on yearly breakdown provided in paragraph above)
  2. Letters of commitment from Team Members including Identified Subcontractor(s) shall be provided. Failure of the Identified Subcontractor to commit to the Offeror for this contract will result in that Identified Subcontractor not being evaluated. The Offeror shall provide all terms and conditions of the commitments made to identified Subcontractor(s) as well as all terms and conditions of the commitments made by the Identified Subcontractor(s) to the Offeror.
2. VOLUME II: COST VOLUME: The cost volume shall contain the following information:
  - A. SECTION ONE: COST INFORMATION: The evaluation of the cost information submitted will be reviewed but not rated. The cost information will be evaluated for reasonableness, allocability, allowability and accuracy. The Offeror and Identified Subcontractors shall submit the following information:
    1. A Disclosure Statement (if applicable).
    2. An Standard Form 33 – Solicitation, Offer and Award (SF33) duly executed by an individual authorized to bind the company. In addition, complete Section B, Supplies or Services and Prices/Costs, of the solicitation. The offeror shall enter, in Block 15A of the SF33, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer.
    3. The Offeror shall provide a copy of their own most recent (within the past year) Federal Agency Audit Report, i.e., EPA, DCAA, DOD, etc. If the Offeror and/or Identified Subcontractor has had Federal Agencies perform Provisional indirect Cost Rates/Forward Pricing reviews (within the past year) a copy shall be provided. The Offeror shall identify the cognizant Federal auditing agency having oversight over it and shall furnish the address and Telephone number of the auditing agency. Offerors or identified Subcontractor(s) that have never been audited by a Federal Agency, or do not possess a current audit shall submit cost information identifying what their provisional billing rates would be for the current year (as a minimum the proposed billing rate information shall identify the individual pools, i.e. fringe, overhead, subcontract, G&A etc., as well as identify the base of allocation for each). Additionally, current financial statements and the last completed annual report shall be provided
    4. The Offeror shall submit a labor cost information matrix for those personnel listed in Section C, Statement of Work, Contractor Personnel and Qualifications, and any other personnel that the Offeror feels may contribute significantly to the work. The information shall be submitted in accordance with the instructions and format found at Section J, Attachment J.15.

5. The Offeror shall submit a Costs Summary Schedule. The information shall be submitted in accordance with the instructions and format found at Section J, Attachment J.17
6. Provide a statement/certification that in the event your firm is awarded a contract from this proposal, you have an adequate accounting system to accommodate a cost reimbursable contract. If an Offeror does not have an adequate accounting system and is selected for award, they will be given the opportunity for an accounting system audit by their cognizant Federal Audit Agency. If the firm is not able or willing to comply with the requirements of an adequate accounting system, or the audit agency determines the offeror's accounting system is not adequate, their offer will be determined non-responsible and ineligible for award.
7. Section K, Representations, Certifications and Other Statements of Offerors.
8. Provide acknowledgments of all amendments to the solicitation in accordance with the instructions on SF 30 (Amendment of Solicitation form).

NOTE: An explanation as to why the information is not available must be provided along with an acceptable substitute. For example, (i) SOP on Accounting Policy and Procedures in place of a disclosure Statement or (ii) Certified payroll and audited financial statements in place of a DCAA or other Federal Agency current audit report.

- C. SECTION TWO: COST REALISM: The intent of the Government is to evaluate the Offeror's response to the technical, contractual, cost, and administrative requirements for the Sample Task. The following information shall be submitted.
  1. The cost proposal shall be based on the work requirements contained in Section J, Attachment 10, Sample Task and shall provide a breakdown as shown in Section J, Attachment 12, Work Breakdown Structure.

L.7 PROPOSAL DUE DATE, TIME AND PLACE: For the work described herein, the proposals will be received until 30 October 2002, 4:00 PM EST at:

Contracting Division  
 USACE, Baltimore  
 10 South Howard Street  
 Room 7000 (M.Mitchell)  
 Baltimore, MD 21201

The required format and number of proposals are specified in Paragraph L.4, "Proposal Format".

L.8 PREPROPOSAL CONFERENCE

1. There is no plan to hold a pre-proposal conference. Questions may submitted in writing by the potential offers. They may either be mailed or Faxed to:

Army Corps of Engineers  
 Contracting Division

ATTN: Mary Ann W. Mitchell  
10 South Howard Street Room 7400-U  
Baltimore, MD 21201

FAX: 410-962-2001

2. *Questions must be received no later than one week from issuance of solicitation. Responses to questions will be made via amendment to the solicitation. If warranted, time extensions to the proposal due date may be issued with the amendment.*

3. The questions submitted shall be submitted in the following format:

- A. Names of persons submitting the questions.
  - B. Company name.
  - C. Company address.
  - D. Telephone number.
  - E. Question/Comment
4. A summary of the questions and answers will be confirmed by an amendment provided to each firm which has received a copy of the RFP and which has not submitted a "No-Response Notice".

IMPORTANT NOTE: The terms and conditions of the solicitation to include specifications remain unchanged unless the solicitation is formally amended in writing.

- L.9 PRE-AWARD SURVEY: The Government reserves the right to conduct a pre-award survey of any firm under consideration to confirm any part of the information furnished by the Offeror, or to require other evidence of managerial, financial, technical and other capabilities, the positive establishment of which is determined by the Government to be necessary for the successful performance of the contract.
- L.10 CONSTRUCTION WAGE RATES: The Davis-Bacon wage determinations are found in Section J, Attachment 4.
- L.11 SERVICE CONTRACT ACT (SCA) WAGE DETERMINATIONS: The SCA wage determinations are found in Section J, Attachment 3.
- L.12 ACCEPTANCE OF OFFER: The Government requests 120 calendar days from the date specified in the solicitation for receipt of offers for acceptance of the Offeror's proposals.
- L.13 CONTRACT MANAGEMENT PROCEDURES: The Government reserves the right to negotiate Contract Management Procedures or Advanced Agreements prior to award.

(End)

Bids/Proposals may be delivered in person to the Contracting Division, Baltimore District, Corps of Engineers, Room 7000, City Crescent Building, 10 South Howard Street, Baltimore, Maryland 21201.

End of Clause

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

52.0203-4153

STANDARD FORM LLL, DISCLOSURE OF LOBBYING ACTIVITIES LOCATION

The Standard Form LLL "Disclosure of Lobbying Activities" and Instructions for Completion of SF LLL, Disclosure of Lobbying Activities is located behind Section 00600 (for construction) or Section J (for service and supply).

End of Clause

(CENAB-CT/APR 97)  
(FAR 3)  
(52.0203-4153)

CLAUSES INCORPORATED BY REFERENCE

52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-1	Instructions to Offerors--Competitive Acquisition	MAY 2001
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data	OCT 1997
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.232-14	Notice Of Availability Of Progress Payments Exclusively For Small Business Concerns	APR 1984
52.232-28	Invitation to Propose Performance-Based Payments	MAR 2000
52.252-5	Authorized Deviations In Provisions	APR 1984
252.204-7004	Required Central Contractor Registration	NOV 2001

CLAUSES INCORPORATED BY FULL TEXT

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 99)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

(End of provision)

#### 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Indefinite Delivery/Indefinite Quantity (IDIQ) contract resulting from this solicitation.

(End of clause)

## Section M - Evaluation Factors for Award

52.0236-4033

## CONTRACT AWARD

The government may award a contract resulting from this solicitation upon conclusion of successful negotiations to the offeror if it is in the best interest of the government. The government hereby reserves the right to terminate negotiations and initiate negotiations with the next firm on the final selection list.

End of Clause

(CENAB-CT MAY 1992)  
(FAR 36.606(f))  
(52.0236-4033)

EVALUATION FACTORS

## EVALUATION FACTORS FOR AWARD

## M.1 GENERAL:

The proposals will be evaluated and the contracts will be awarded based on a source selection process as defined in FAR 15.3 and the applicable provisions of the DFARS, AFARS, and EFARS. The evaluation will be based on the content of the proposals as defined in Section L, Instruction, Conditions and Notices to Offerors, and any subsequent discussions or clarifications required. The identities of the Government evaluators are confidential and any attempt to contact these individuals is prohibited.

## M.2 MULTIPLE AWARD PROCEDURE:

The Government intends to award three contracts from this solicitation. The first will be selected from qualified small business sources (small business set-aside) responding to the solicitation. The second contract will be selected from qualified 8(a) sources responding to the solicitation. The third contract will be selected from qualified HUBZone sources responding to the solicitation. Offerors must indicate which contract category or categories within which they desire to compete. (Ref. Section K, Statements of Offerors). Small businesses may only be considered for the Small Business Set Aside Contract. 8(a) and HUBZone Offerors may be considered for the 8(a) set-aside; the small business set-aside and/or the HUBZone contract if they so indicate. The Small Business contract will be selected first, from the Offerors who indicated their desire to be considered in the small business category. If an 8(a) or HUBZone firm is selected for the small business contract, they will not be considered for the 8(a) or HUBZone awards. Similarly, if a HUBZone firm is selected for the 8(a) contract, they will not be considered for the HUBZone award. Offerors may only be awarded one prime contract as a result of this solicitation. This does not preclude an Offeror receiving an award in one category and also participating as a subcontractor to another Offeror. Offerors are to submit one proposal only. This proposal will be evaluated for each of the contract categories (SB, 8(a) and/or HUBZone) as selected by the Offeror.

## M.3 EVALUATION PROCESS

1. INITIAL REVIEW: Each proposal will be reviewed initially to determine if it conforms to the general requirements of the solicitation. Those proposals that are found to be in conformance with the solicitation will be forwarded for evaluation. The Technical Volume of the proposal shall be evaluated and rated by the Technical Evaluation Committee. The cost proposals will be subjectively evaluated. All evaluation factors

other than cost or price, when combined are significantly more important than cost or price. If a proposal does not conform to the solicitation requirements, and can't be revised without major changes, the proposal will be forwarded through the Contracting Officer to the Source Selection Authority (SSA) with recommendation for an unacceptable determination.

(iii) EVALUATION:

2. VOLUME I - TECHNICAL: This volume will be evaluated in its entirety by a Technical Evaluation Committee (TEC). During this phase of the evaluation, qualitative ratings will be given to factors listed in Paragraph M.4, Evaluation Criteria, by the TEC. The TEC will generate a narrative discussing the rationale for the qualitative rating of each factor, including information obtained from other areas of the proposal, which may affect the Offeror's ability to perform work under that factor being evaluated.
3. The same criteria and procedures will be used for all technical proposals. The technical proposals will not be segregated by contract category classification during the evaluation stage. However, the Offerors will be evaluated for their ability to perform within the targeted capacity range. Therefore, the applicable rating for a proposal may vary for each contract category.
4. VOLUME II - COST: The evaluation of the cost information submitted will be subjectively evaluated. The cost information will be evaluated for reasonableness, allocability, allowability, accuracy and realism. The award will not necessarily be based on lowest proposed cost.

M.4 EVALUATION CRITERIA: The technical factors to be evaluated are listed below in descending order of importance.

1. TECHNICAL EXPERTISE AND EXPERIENCE: The Government will use the information provided to evaluate the Offeror's ability and approach to perform work as described in Section C, Statement of Work. In addition, the Government will evaluate the Offeror and all Team Members' Identified Subcontractor(s) relevant experience to determine the potential to Satisfactorily perform the intended work under this contract. Both Government and private industry experiences will be given consideration in determining the Offeror's potential to satisfactorily perform.
  - a. Management Experience and Project Approach: The Government will use the information provided to evaluate the Offeror's understanding of the staffing and personnel requirements for this contract. In addition, the Government will use the information presented in the management plan to evaluate the Offeror's ability to effectively and efficiently manage these contracts. This information should integrate the requirements of Section C, Statement of Work, Section L.3 -Proposed Contract Utilization, and the information provided by the Offeror in the Introductory Narrative referenced in Section L.6. The Government will also use the information in the organization plan provided by the Offeror to support and clarify the proposed management plan. Finally, the Government will use the information provided in the acquisition management plan to evaluate the Offeror's acquisition practices relative to providing best value.
  - b. Past Performance: Past performance information is one indicator of an offeror's ability to perform the contract successfully. The currency and relevance of the information, source of the information, context of the data, and general trends in contractor's performance shall be considered. This comparative assessment of past performance information is separate from the responsibility determination required under FAR Subpart 9.1.

The evaluation should take into account past performance information regarding predecessor companies, key personnel who have relevant experience, or subcontractors

that will perform major or critical aspects of the requirement when such information is relevant to the acquisition.

In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance.

The Government will use the information provided, as well as information obtained from other sources, to evaluate the Offerors' record of conforming to contract requirements and to standards of good workmanship; the offeror's record of forecasting and controlling costs; the offeror's adherence to contract schedules, including the administrative aspects of performance; the offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction.

The Government may also check the SCASS/ACASS/CCASS/PPIMS ratings on file. Past performance information obtained from other sources than those identified by the offeror may be used. Pre-award Survey information shall not be provided in response to this evaluation factor.

- c. Sample Task Work Plan: The Government will use the information provided to evaluate the Offeror's administrative, managerial, and technical approach to the Sample Task.
2. CURRENT AND PROJECTED CAPACITY CAPABILITIES: The Government will evaluate the Offeror's billings (i.e. past and future projections) to determine the Offeror's ability to successfully perform under this contract. The information in Section L.3, Proposed Contract Utilization, will be considered to determine the effect of this contract on the Offeror's future workload. The Government will also evaluate the letters of commitment to determine if identified subcontractors have committed to this contract. The Government will evaluate all terms and conditions of the commitments made to determine if they conflict with that of the solicitation.

(End)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.217-3 EVALUATION EXCLUSIVE OF OPTIONS (APR 1984)

The Government will evaluate offers for award purposes by including only the price for the basic requirement; i.e., options will not be included in the evaluation for award purposes.

(End of provision)