



US Army Corps
of Engineers
Baltimore District

SOLICITATION FOR

WYOMING VALLEY LEVEE RAISING - PHASE IIB

WILKES-BARRE & HANOVER TOWNSHIPS, PENNSYLVANIA

INVITATION NO. **DACW31-03-B-0010**

DATE: **MAR 03, 2003**

THIS PROCUREMENT IS UNRESTRICTED

SUBMITTAL OF BIDS: BIDS ARE TO BE SUBMITTED IN DUPLICATE. BIDDERS ARE TO SUBMIT THE FOLLOWING:
(1) SECTION 00010 - STANDARD FORM 1442
(2) SECTION 00010 - PRICE SCHEDULE
(3) SECTION 00600 - REPRESENTATIONS AND CERTIFICATIONS,

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. DACW31-03-R-0010	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 03-Mar-2003	PAGE OF PAGES 1 OF 54
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IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. W81W3G-3036-1963	6. PROJECT NO.
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7. ISSUED BY CONTRACTING DIVISION PO BOX 1715 BALTIMORE MD 21203-1715 TEL: 410-962-5638	CODE CW31 FAX: 410-962-0933	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE CONTR DIV CONTRACTS BRANCH PO BOX 1715 BALTIMORE MD 21203-1715 TEL: FAX:	E1P0100
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9. FOR INFORMATION CALL:	A. NAME TERRI QUICK	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 410-962-2708
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SOLICITATION

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

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

WILKES-BARRE PHASE 2B, FLOOD PROTECTION PROJECT, HANOVER TOWNSHIP, WILKES-BARRE, PA

This Procurement is UNRESTRICTED.

Large Businesses are required to submit a Sub-Contracting Plan in accordance with clause entitled "Subcontracting Plan Submission."

The subcontracting goals are 65% of the total value of the subcontracting dollars. Of that 65% the following subcategories are applicable: 20% to Small Disadvantaged Business, 8% to Women Owned Small Business, 3% to HUB Zone Small Businesses, 3% to Veteran Owned Small Business and 3% to Disabled Veteran Owned Small Businesses.

11. The Contractor shall begin performance within 10 calendar days and complete it within 500 calendar days after receiving award, notice to proceed. This performance period is mandatory, negotiable. *(See Section 00800)*

12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? *(If "YES," indicate within how many calendar days after award in Item 12B.)*

YES NO

12B. CALENDAR DAYS

10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 2 copies to perform the work required are due at the place specified in Item 8 by 04:00 PM *(hour)* local time 02 Apr 2003 *(date)*. If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee is, is not required.

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

D. Offers providing less than 120 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

SOLICITATION, OFFER, AND AWARD (Continued)

(Construction, Alteration, or Repair)

OFFER (Must be fully completed by offeror)

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

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

AMOUNTS	SEE SCHEDULE OF PRICES
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18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>	20B. SIGNATURE	20C. OFFER DATE
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AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
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24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)
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26. ADMINISTERED BY	CODE	27. PAYMENT WILL BE MADE BY:	CODE
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CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return _____ copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.	<input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
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30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type or print)</i>	31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>		
30B. SIGNATURE	30C. DATE	TEL:	EMAIL:
		31B. UNITED STATES OF AMERICA BY	31C. AWARD DATE

SECTION 00010 - SUPPLIES OR SERVICES AND PRICES

UNIT PRICE SCHEDULE

Item No.	Description	Estimated Quantity	Unit	Price	Amount
<u>BASE BID</u>					
0001	Courthouse Closure Structure	----	JOB	L.S.	\$_____
0002	Steel H-Piles				
0002AA	Steel H-Piles, Mobilization and Demobilization	----	JOB	L.S.	\$_____
0002AB	Steel H-Piles - Pile Lengths	2,970	LF	\$_____	\$_____
0002AC	Steel H-Pile - Pile Splices	3	EA	\$_____	\$_____
0002AD	Steel H-Piles - Pile Withdrawal	2	EA	\$_____	\$_____
0003	Removal of Temporary Closure	----	JOB	L.S.	\$_____
TOTAL ESTIMATED BASE BID AMOUNT				\$_____	

OPTIONAL ITEMS

0004	Solomon Creek Railroad Closure Structure Modifications	----	JOB	L.S.	\$_____
0005	Willow Street Relief Culvert Modifications	----	JOB	L.S.	\$_____
0006	Willow Street Relief Culvert Access Road - Rock Fill Material	2,200	Tons	\$_____	\$_____
0007	Emergency Closure Construction - Courthouse	----	JOB	L.S.	\$_____

SECTION 00010 - SUPPLIES OR SERVICES AND PRICES

UNIT PRICE SCHEDULE

Item No.	Description	Estimated Quantity	Unit	Price	Amount
0008	Emergency Closure Construction Solomon Creek	- ----	JOB	L.S.	\$_____
TOTAL ESTIMATED BASE AND OPTION BID AMOUNT				\$	_____

NOTES TO BIDDERS

Bidders must bid on all items including Optional Items. Failure to bid on all items may be cause for rejection of the bid.

Optional Items may be exercised at any time within 365 calendar days after contract award. The Contracting Officer may exercise the Optional Items by written notice to the Contractor, postmarked within the period specified above. The Government may exercise any, all or none of the listed Optional Items in any order.

No additional time for contract completion will be allowed when an Optional Item is exercised.

EVALUATION OF OPTIONS. Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interest, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirements. Evaluation of options will not obligate the Government to exercise the option(s). (FAR 52.217-5 JUL 1990)

VARIATION IN ESTIMATED QUANTITIES. If the quantity of a unit-price item in this contract is an estimated quantity and the actual quantity of the unit-price item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgment of the Contracting Officer, is justified. (FAR 52.211-18 APR 1984)

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00010-4

Section 00100 - Bidding Schedule/Instructions to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.219-24	Small Disadvantaged Business Participation Program-- Targets	OCT 2000
52.225-10	Notice of Buy American Act Requirement--Construction Materials	MAY 2002

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.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of clause)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

(a) Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(b) The Government may reject an offer as nonresponsive if it is materially unbalanced as to prices for the basic requirement and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(End of provision)

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

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

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

Goals for minority participation for each trade	Goals for female participation for each trade
0.6%	6.9%

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

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

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

- (1) Name, address, and telephone number of the subcontractor;
 - (2) Employer's identification number of the subcontractor;
 - (3) Estimated dollar amount of the subcontract;
 - (4) Estimated starting and completion dates of the subcontract; and
 - (5) Geographical area in which the subcontract is to be performed.
- (e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is **PA Lackawanna, PA Luzerne and PA Monroe**.

(End of provision)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.232-38 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (MAY 1999)

The offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (j) of the clause at 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration.

- (1) The solicitation number (or other procurement identification number).
- (2) The offeror's name and remittance address, as stated in the offer.
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the offeror's official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the offeror's financial agent.
- (5) The offeror's account number and the type of account (checking, savings, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the offeror's financial agent.
- (7) If applicable, the offeror shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the offeror's financial agent is not directly on-line to the Fedwire and, therefore, not the receiver of the wire transfer payment.

(End of provision)

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

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

(b) A formal site visit will be scheduled during normal duty hours at a later date via amendment.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

<http://www.dtic.mil/dfars>

or by contacting Terri Quick by email at theresa.s.quick@nab02.usace.army.mil

(End of provision)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)

(a) Definitions.

As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

(End of clause)

INFORMATIONAL TEXT

EVIDENCE OF AUTHORITY TO SIGN PROPOSALS

Evidence of the authority of individuals signing proposals to submit firm proposals on behalf of the offeror is required except where the 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 offer as an invalid or non-responsive bid.

End of Text
(CENAB-OC APR 1984)
(FAR 4.102)
(was 52.204-4008)

EVALUATION OF SUBDIVIDED ITEMS

Item No. 0002 is subdivided into two or more estimated quantities and are to be separately priced. The Government will evaluate this item on the basis of total price of its sub-items.

End of Text
(EFARS 52.212-5000)

(was 52.212-4125)

ARITHMETIC DISCREPANCIES (EFARS 52.214-5000)

- (a) For the purpose of initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the bidding schedule as submitted by bidder:
- (1) Obviously misplaced decimal points will be corrected;
 - (2) Discrepancy between unit price and extended price, the unit price will govern;
 - (3) Apparent errors in extension of unit prices will be corrected;
 - (4) Apparent errors in addition of lump-sum and extended prices will be corrected.
- (b) For the purpose of bid evaluation, the Government will proceed on the assumption that the bidder intends his bid to be evaluated on the basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.
- (c) These correction procedures shall not be used to resolve any ambiguity concerning which bid is low.

End of Text
(CENAB-CT MAY 1995)
(EFARS 14.406-2)
(was 52.214-4009)

INQUIRIES

Prospective bidders may submit inquiries relating to the solicitation by writing:

The Baltimore District Corps of Engineers
Contracting Division
ATTN: Contracts Branch (T. Quick)
P. O. Box 1715
Baltimore, Maryland 21203-1715

(giving project name, location and project number), or by calling the following numbers (COLLECT CALLS WILL NOT BE ACCEPTED).

Procurement of Plans, Specifications and Prospective Bidders Lists is performed through ASFI. Contractors are to first attempt to obtain the documents through the Baltimore District Electronic Bid Set Web Page <https://ebs.nab.usace.army.mil>. If contractors experience technical problems with the web page they can call: (Bidders Lists will not be read over the phone) 410-962-2708

Technical Questions relating to Plans and Specifications: MUST BE IN WRITING. Refer to Paragraph entitled, Explanation to Prospective Bidders. Facsimile (FAX) questions may be transmitted using the following number: 410-962-2776

Bid Results or Copy of Abstract of Bids is performed through the EBS web page. Contractors are to first attempt to obtain the documents through the Baltimore District Electronic Bid Set Web Page <https://ebs.nab.usace.army.mil>. If contractors experience technical problems with the web page they can call:
(Bids of Apparent three (3) low bidders only will be given) 410-962-2708

End of Text
(was 52.214-4012)

AWARD TO SINGLE BIDDER

No separate award will be made for any item contained in Section 00010. Bidders must submit a bid on all items contained in Section 00010, or the Bid will be considered non-responsive and therefore rejected.

End of Text
(CENAB-CT JUL 1997B)
(FAR 14.201-5)
(was 52.214-4016)

DELIVERY OF PROPOSALS

Proposals may be delivered in person to:

U.S. Army Corps of Engineers - Baltimore District
Contracting Division, ATTN: CENAB-CT-C (T. Quick)
Room 7000
10 South Howard Street
Baltimore, Maryland 21201

End of Text
(CENAB-CT JUL 1993)
(FAR 14.302)
(was 52.214-4024)

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.

End of Text
(CENAB-CT – MAY 00)
(FAR 15.306)
(was 52.215-4051)

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 Text
(CENAB-CT FEB 93)
(FAR 15.601)
(was 52.215-4060)

SMALL BUSINESS SUBCONTRACTING PLAN

Small Business and Small Disadvantaged Business Subcontracting Plan

- (1) This provision does not apply to Small Business Concerns.
- (2) Offerors shall submit with their proposals a Small Business and Small Disadvantaged Business Subcontracting Plan, which will be evaluated for compliance with the statutory requirements of Public Laws 95-507, 99-661, and 100-656. The plan shall provide comprehensive responses to the requirements of the clause entitled Small Business and Small Disadvantaged Business Subcontracting Plan (JAN 1991) (FAR 52.219-9). The plan, at a minimum, shall include a detailed discussion of the elements set forth in FAR Clause 52.0219-0009(d)(1) through (11) and will be evaluated in accordance with Appendix AA.
- (3) The proposed subcontracting plan must demonstrate clear and concise knowledge and understanding of statutory requirements and regulations as they relate to Small Businesses (SB), Small Disadvantaged Businesses (SDB) and Historically Black Colleges and Universities/Minority Institutions (HBCU/MI).
- (4) The proposed plan shall address efforts to broaden SDB/HBCU/MI vendor base, outreach efforts, descriptions of supplies and services to be subcontracted, identification of proposed firms who will be utilized, intended dollar-amounts to be subcontracted and percentage goals which are realistic yet challenging, and past performance.

(5) Goals

Subcontracting goals are mandated by PL 95-507 and PL 99-661. Therefore, the following goals are considered reasonable and achievable during the term of the contract resulting from this solicitation:

A minimum of 65.0% of the value of the planned subcontracting dollars are to be placed with Small Business Concerns (SB); and of the 65.0% the following subcategories are applicable:

- (1) 20.0% is to be placed with Small Disadvantaged Business Concerns (SDB)
- (2) 8.0% is to be placed with Women Owned Small Business Concerns (WOSB)
- (3) 3% is to be placed with HUB Zone Small Business Concerns (HUBZone)

- (4) 3% is to be placed with Veteran Owned Small Business Concerns (VOSB)
- (5) 3% is to be placed with Disabled Veteran Owned Small Business Concerns (DVOSB)

Offerors should follow the sample format included in Section 00100.

End of Text
(was 52.215-4103)

SUBCONTRACTING PLAN SUBMISSION

- (a) This provision does not apply to Small Business concerns.
- (b) Offerors shall submit with their proposal a Small Business and Small Disadvantaged Business Subcontracting Plan which will be evaluated for compliance with FAR 19.7 and statutory requirements of Public Laws 95-507, 99-661, and 100-656. The plans shall provide comprehensive responses to the requirements of the clause entitled, "Small Business and Small Disadvantaged Business Subcontracting Plan (FAR 52.0219-0009). The plan, as a minimum, shall include a detailed discussion of the elements set forth in FAR Clause 52.0219-0009(d)(1) through (11).
- (c) Additionally, the proposed subcontract plan must demonstrate clear and concise knowledge and understanding of statutory requirements and regulations as it relates to Small Business, Small Disadvantaged Businesses (SDB), Historically Black Colleges and Universities/Minority Institutions (HBCU/MI), Woman Owned Businesses (WOB), and HUB Zones.
- (d) The proposed plan shall address efforts to broaden SDB/HBCU/MI vendor base, outreach efforts, description of supplies and services to be subcontracted, identification of proposed firms who will be utilized, intended value to be subcontracted and percentage goals for the basic contract and each option year, (if any), which are realistic yet which are realistic yet challenging. Past performance and goal achievement for past performance shall be addressed.
- (e) Contractors should use as a guide, the sample format included in Section 00100.
- (f) For the purposes of this procurement, the following goals are considered reasonable and achievable during the term of the contract:

65.0% a minimum of the planned subcontracting dollars to be placed with small business concerns. (The following are subsets of the small business goal):

And of that portion placed with small business concerns,

20.0% shall be placed with small disadvantaged business concerns, to include HBCU/MI's.

8.0% to be placed with women owned small businesses;

3.0% to be placed with HUB Zones small businesses;

3.0% to be placed with Veteran-Owned small businesses;

3.0% to be placed with Service-Disabled Veteran-Owned small businesses.

End of Text
(CENAB-CT/ Jan 01)
(was 52.219-4076)

SUBCONTRACTING PLAN EVALUATION

- (a) This provision does not apply to Small Business concerns.
- (b) In accordance with AFARS 19.705, all subcontracting plans submitted pursuant to Section 00100 provision, SUBCONTRACTING PLAN SUBMISSION (was 52.219-4076), will be evaluated by the Baltimore District Small Business Office.
- (c) Failure to submit and negotiate an acceptable subcontracting plan shall make the offeror ineligible for award of a contract.
- (d) Refer to Section 00100 of this solicitation for specific goals guidance.

End of Text
(CENAB-CT JUL 1996)
(AFARS 19.7)
(was 52.219-4077)

INFORMATION REGARDING BIDDING MATERIAL, BID GUARANTEE/BONDS

- (a) **BID BONDS:** (Applicable only if bid/contract is \$25,000.00 or greater). Each bidder shall submit with his bid a Bid Bond (Standard Form 24) with good and sufficient surety or sureties acceptable to the Government, or other security as provided in FAR 52.228-1, Bid Guarantee, in the form of twenty percent (20%) of the bid price or three million dollars (\$3,000,000.00), whichever is lesser. The bid bond penalty may be expressed in terms of a percentage of the bid price or may be expressed in dollars and cents.
- (b) **PERFORMANCE AND PAYMENT BONDS:** (Applicable only if bid/contract is \$100,000.00 or greater). Within ten (10) calendar days after the prescribed forms are presented to the bidder to whom award is made for signature, a written contract shall be executed and two bonds, each with good and sufficient surety or sureties acceptable to the Government, furnished; namely a performance bond (Standard Form 25) and a payment bond (Standard Form 25A). The penal sums of such bonds will be as follows:
 - (1) **PERFORMANCE BOND:** The penal sum of the performance bond shall equal one hundred percent (100%) of the contract price. The performance bond shall specifically provide coverage for taxes imposed by the United States which are collected, deducted, or withheld from wages paid by the contractor in carrying out the contract with respect to which such bond is furnished.
 - (2) **PAYMENT BOND:** The penal sum of the payment bond shall equal one hundred percent (100%) of the contract price.
- (c) **INDIVIDUAL SURETIES:** Acceptable forms of security include corporate or individual sureties. Should bidder decide to provide individual sureties, Standard Form 28, Affidavit of Individual Surety, must be used. The Contracting Officer shall determine the acceptability of individuals proposed as sureties. One individual surety is

adequate support for a bond, provided the unencumbered value of the assets pledged by the individual surety equal or exceed the amount of the bond. The Contracting Officer shall consider the number and amounts of other bonds upon which a proposed individual surety is based, and the status of the contracts for which such bonds were furnished, in determining the acceptability of the individual surety. Instructions on the reverse of Standard Form 28 are important and must be followed completely.

End of Text
(FAR 28.102)
(was 52.228.4007)

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 Text
(CENAB-CT APR 97)
(FAR 52.233-2)
(was 52.233-4041)

PRE-AWARD SAFETY CONFERENCE

Where an apparent low bidder, in performance of contracts during the previous three (3) year period incurred one or more accidents, or where, in the opinion of the Contracting Officer, there is any question regarding his compliance with any safety or accident prevention requirement, such bidder, on request of the Contracting Officer prior to any award under this solicitation, shall attend a conference with representatives of the Contracting Officer to discuss any such accidents or non-compliance, the reasons for their occurrence, and measures which will be taken to preclude any recurrence thereof.

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

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

End of Text
(CENAB-CT MAY 1992)
(FAR 36.513)
(was 52.236-4011)

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 Text
(CENAB-CT-NOV 1996)
(FAR 36.513)
(was 52.236-4013)

MAGNITUDE OF CONSTRUCTION PROJECT

The estimated value of the proposed work is between \$1,000,000.00 and \$5,000,000.00.

End of Text
(CENAB-CT MAY 1992)
(FAR 36.204)
(was 52.236-4030)

HARBOR MAINTENANCE FEE

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

The statute is at Title 26 U.S. Code sections 4461 and 4462. Department of Treasury Customs Service regulations implementing the statute, including a list of ports submit to the fee, are found at 19 CFR Section 24.24, Harbor Maintenance Fee. Additional information may be obtained from local U.S. Customs Service Offices or by writing

to the Director, Budget Division, Office of Finance, Room 6328, U.S. Customs Service, 1301 Constitution Avenue, N.W., Washington, D.C. 20229.

End of Text
(CENAB-CT SEP 1995)
(EAL 88-1)
(was 52.236-4045)

DREDGING AND DREDGE RELATED MARINE WORK

The Contractor shall comply with the provisions of EM 385-1-1. If the Contractor is a current accepted participant in the Dredging Contractors of America (DCA)/ Unites States Army Corps of Engineers (USACE) Dredging Safety Management Program (DSMP), as determined by the DCA/USACE Joint Committee, and holds a current valid Certificate of Compliance for both the Contractor Program and the Dredge(s) to be used to perform the work required under this contract, the Contractor may, in lieu of the submission of an Accident Prevention Plan (APP), make available for review, upon request, the Contractor's current Safety Management System (SMS) documentation, submit to the Contracting Officer the current valid Company Certificate of Compliance for its SMS, submit the current dredge(s) Certificate of Compliance based on third party audit, and submit for review and acceptance, site-specific addenda to the SMS as specified in the solicitation.

End of Text

End of Section 00100

SECTION 00100

PROPOSAL SUBMISSION REQUIREMENTS

1. PROPOSAL SUBMITTAL INSTRUCTIONS

1.1. In response to the solicitation the offerors are required to submit technical and cost proposals in accordance with the instructions herein. It is the intent of the solicitation to seek proposals from qualified offerors with experience and excellent performance ratings. The successful offeror will be selected based on the "Best Over-All Value to the Government". Proposals will be evaluated on their own merit based upon the criteria factors listed herein, which are described in descending order of importance.

1.2. SOURCE SELECTION

This source selection may result in an award being made to a higher rated, higher priced offeror where the decision is consistent with the evaluation factors and where it is deemed by the Source Selection Authority that the technical superiority, overall business approach, and/or the past performance of the higher priced offer outweighs the benefits of any price difference. The Source Selection Authority, using sound business judgement, will base the source selection decision on a trade-off analysis of the proposals submitted in response to this solicitation in accordance with the evaluation factors established for this solicitation.

1.3. FORMAT

Each offeror is required to submit its proposal consisting of the following volumes:

Volume I	–	Technical Proposal (4 copies plus original)
Volume II	–	Cost Proposal (2 copies plus original)
Volume III	–	Subcontracting Plan (1 copies plus original)

All proposal materials shall be submitted in binders with a table of contents and tabbed section dividers. The sections shall parallel the submission requirements identified.

1.4. ENVELOPES/BOXES

Proposal envelopes/boxes should be properly identified with the following information:

Date of Opening: _____

Time of Opening: 4:00 p.m.

Proposal for: DACW31-03-R-0010

1.5. PAGE LIMITS

The following page limits apply to this solicitation. These limits do not include title sheets, indices, tables of content, schedules, or cover sheets:

Volume I	–	Technical Proposal: 100 pages, maximum
Volume II	–	Cost Proposal: Section 00010 and Section 00600
Volume III	–	Small Business Subcontracting Plan

A page printed on both sides will be counted as two (2) pages. Pages containing text shall be submitted on 8½” x 11” paper. Each page shall be minimally single spaced with a minimum twelve (12) point font and one inch margins all around. Drawings or other graphics shall be reduced only to the extent legibility is not lost.

1.6. SUBMITTAL OF PROPOSALS

Offerors shall submit their proposals to the following address no later than the time and date specified on Standard Form 1442, Block 13:

U. S. Army Corps of Engineers-Baltimore District
CENAB-CT-C, ATTN: Terri Quick
10 S. Howard Street, Room 7000
Baltimore, MD 21201

2. EVALUATION PROCESS

2.1. PROPOSAL COMPLIANCE REVIEW

This review will assure that all required forms and certifications are complete and that the technical, price and subcontracting proposals have been received. Offerors are advised that the evaluation and ratings of all proposals will be conducted in strict confidence and that requirements stated in this Request for Proposal (RFP) are minimums, unless otherwise stated.

2.2. TECHNICAL PROPOSAL EVALUATION

Volume I will be reviewed and evaluated by a Technical Evaluation Committee (TEC) established by the Source Selection Authority (SSA). The technical proposals will be evaluated separately and simultaneous the cost proposal evaluations. Evaluation will be based solely on the evaluation factors identified below. All factors will be adjectivally rated and are listed in descending order or importance.

- A. Contractor Relevant Levee Experience and Past Performance
- B. Contractor Closure Structure Experience and Past Performance
- C. Bearing Pile Experience and Past Performance
- D. Personnel
- E. Project Management Plan

Offerors submitting proposals for this project should limit submissions to data essential for evaluation of proposals. In order to be effectively evaluated the proposals must include information sufficiently detailed to clearly describe the offeror's experience, technical approach and management capabilities to successfully complete the project. Incomplete proposals or the failure to submit all the data indicated, may result in an unacceptable rating or be cause for determining a proposal to be incomplete and therefore, not considered for subsequent award.

2.5. COST PROPOSAL EVALUATION

Volume II will be evaluated by a Cost Evaluation Committee (CEC) established by the Source Selection Authority. The evaluation will be conducted utilizing price analysis techniques and will be performed separately and simultaneous to the technical evaluation. Prices in an offeror's proposal are required to be reasonable for the work to be performed and consistent with relevant elements of the technical proposals. Price will not be rated.

2.6. SUBCONTRACTING PLAN EVALUATION

Volume III will be reviewed by the Subcontracting Plan Evaluation Committee (SPEC) established by the Source Selection Authority. The committee will evaluate the subcontracting plans submitted for compliance in accordance with FAR 19.7. To be considered qualified, Large Businesses whose proposals are over \$1,000,000.00 must submit a "Satisfactory" subcontracting plan. The Subcontracting Plan is part of the Source Selection Process and will be rated on a "go, no-go" basis in accordance with AFARS Appendix DD. Failure of a Large Business to submit and negotiate an acceptable subcontracting plan shall make the offeror ineligible for award of a contract.

2.7. TRADE-OFF ANALYSIS

After all above evaluations are complete, the Source Selection Evaluation Board (SSEB) will then consider all factors to determine which offeror has the proposal that represents the Best Value to the Government. The Government intends to award a contract to the offeror offering the most advantageous proposal to the Government considering that all the Technical Evaluation Factors when combined are approximately equal to price.

2.8. MISCELLANEOUS

Offerors are advised that it is the intent of the Government that an award will be made without discussions. However, the Government reserves the right to hold discussions if it determines that discussions are necessary. Therefore, proposals should be submitted on the most favorable terms, which the offeror can submit to the Government. Offerors should not assume they will be contacted or afforded an opportunity to clarify, discuss, or revise their proposal.

The Government reserve the right to reject any or all proposals at any time prior to award, to negotiate with offerors in the competitive range and to award a contract to an offeror with the most advantageous proposal to the Government.

3. SUBMISSION REQUIREMENTS FOR VOLUME I – TECHNICAL PROPOSAL

3.1. CONTRACTOR RELEVANT LEVEE EXPERIENCE & PAST PERFORMANCE

The offeror is to submit a minimum of three (3) projects to a maximum of six (6) projects, which demonstrate experience in construction of levees, or earthen structures with similarities to levees that exceed \$300,000.00. The experience may be that of the General Contractor or the Subcontractor. If the offeror is using a subcontractor for experience, then submit a letter of commitment to use that subcontractor. The offeror will also submit performance evaluations for these projects.

3.2. CONTRACTOR CLOSURE STRUCTURE EXPERIENCE & PAST PERFORMANCE

The offeror is to submit a minimum of three (3) projects to a maximum of six (6) projects which demonstrate experience in construction of concrete walls with similarities to the closure structure that exceed \$200,000.00. The experience may be that of the General Contractor or the Subcontractor. If the offeror is using a subcontractor for experience, then submit a letter of commitment to use that subcontractor. The offeror will also submit performance evaluations for these projects.

3.3. BEARING PILE EXPERIENCE & PAST PERFORMANCE

The offeror is to submit a minimum of three (3) projects to a maximum of six (6) projects which demonstrate experience in the placement of bearing piles by the method noted in the specifications and have at least experience with a hydraulic hammer. The offeror will submit a plan to discuss how they will place the bearing piles in close proximity to structures without causing damage. The experience may be that of the General Contractor or the Subcontractor. If the offeror is using a subcontractor for experience, then submit a letter of commitment to use that subcontractor. The offeror will also submit performance evaluations for these projects.

3.4. PERSONNEL

Submit resumes of the Project Manager, Superintendent, and QC Manager to demonstrate at least five (5) years experience in the type of work in this contract. State how the key personnel named performed Satisfactorily or Unsatisfactorily if they worked on these cited projects. The offeror will use the Personnel Resume Form located in Section 00100. Additional sheets may be used.

3.5. PROJECT MANAGEMENT PLAN

The offeror will submit a Project Management Plan for this Project. This plan will be for the entire scope of the project, to include the responsibilities of the General Contractor and subcontractors, the technical approach to and the procedures needed in the construction of the levee and structures. This plan will describe how the offeror will approach the project and how they will construct them. The plan will also describe how they will ensure quality workmanship. The plan should specifically address the following: coordination with public utilities, and local

emergency response teams; coordination with municipality on matters of staging areas, stockpiles and hauling; maintain steam to the courthouse from October 1 to May 1; maintain vehicular and handicapped access to the rear of the courthouse; and past experience with major suppliers and subcontractors. The offeror shall also provide in this plan the approximate amount by percentage and type of work accomplished by their forces and in this plan state the work they will subcontract. And the offeror will submit a time scaled bar chart schedule type.

4. SUBMISSION REQUIREMENTS FOR VOLUME II – PRICE PROPOSAL

4.1. PRICE

The offeror shall submit Standard Form 1442 and Section 00010, entitled “Bid Schedule.” Both of these forms are included in the solicitation. This information will be evaluated for price reasonableness and realism as related to the government estimate and price competitiveness.

4.2. REPRESENTATIONS AND CERTIFICATIONS

The offeror shall submit one (1) completed original and two (2) copies of Section 00600 entitled “Representations and Certifications” which is included in the solicitation.

5. SUBMISSION REQUIREMENTS FOR VOLUME III – SUBCONTRACTING PLAN

The offeror shall submit a subcontracting plan in accordance with the provision entitled "Subcontracting Plan Submissions" found in this Section 00100 of this solicitation. Large Business offerors whose proposals are over \$1,000,000.00 shall submit a subcontracting plan in accordance with Contract Clauses 52.219-8 and 52.219-9. To be acceptable, plans must adequately address the six (6) required statutory elements and provide sufficient information to enable the Contracting Officer to answer affirmatively questions A through H of Appendix CC, Part 2, AFARS 19.705. Offerors may use the attached sample Subcontracting Plan Format, which is included at the end of Section 00100 of this solicitation as a guideline.

The Small Business Subcontracting Percentage Goals for this solicitation apply only to the total dollar value of the work being subcontracted.

The current small business goals for this solicitation are 65.0% to Small Businesses. Of that 65.0% the following subcategories are applicable: 20.0% to Small Disadvantaged Businesses, 8.0% to Woman-Owned Small Businesses, 3.0% to HUB Zone Small Businesses, 3.0% to Veteran Owned Small Business and 3.0% to Disable Veteran Owned Small Businesses.

Place the original subcontracting plan and one (1) copy in a separate envelope/binder.

6. EVALUATION CRITERIA

6.1. CONTRACTOR RELEVANT LEVEE EXPERIENCE & PAST PERFORMANCE

The offeror will be considered average if they submit at least the minimum amount of projects that clearly demonstrate experience in construction of levees. If the offeror submits other type of

earthen structures, the offeror must demonstrate how they relate to levee construction for consideration to be average. Performance must also be at least “Satisfactory” on the submitted projects for the offeror to be considered average. The offeror may submit letters of recommendation from private owners, or Performance Evaluations for Government work. CCASS will be used to review performance on any Defense Department work. Additional consideration will be given for projects that had a high degree of difficulty and for similar projects with a performance level higher than satisfactory.

6.2. CONTRACTOR CLOSURE STRUCTURE EXPERIENCE & PAST PERFORMANCE

The offeror will be considered average if they submit at least the minimum amount of projects that clearly demonstrate experience in construction of closure structures. If the offeror submits other type of concrete structures, the offeror must demonstrate how they relate to closure structures for consideration to be average. Performance must also be at least “Satisfactory” on the submitted projects for the offeror to be considered average. The offeror may submit letters of recommendation from private owners, or Performance Evaluations for Government work. CCASS will be used to review performance on any Defense Department work. Additional consideration will be given for projects that had a high degree of difficulty and for similar projects with a performance level higher than satisfactory.

6.3. BEARING PILE EXPERIENCE & PAST PERFORMANCE

The offeror will be considered average if they submit at least the minimum amount of projects that clearly demonstrate experience in the driving of bearing piles. Performance must also be at least “Satisfactory” on the submitted projects for the offeror to be considered average. Additional consideration will be given for projects that had a high degree of difficulty and for similar projects with a performance level higher than satisfactory. The offeror must also demonstrate the ability of working adjacent to structures and not damaging them.

6.4. PERSONNEL

The offeror will be considered average if they submit resumes for the Project Manager, Superintendent, and QC Manager and demonstrate satisfactory experience in the type of work in this contract. Additional consideration will be given for personnel with extensive experience or worked on projects with higher than satisfactory results.

6.5. PROJECT MANAGEMENT PLAN

The offeror will be considered average if the plan reasonably covers the entire scope of the project and includes the responsibilities of the General Contractor and subcontractors, the technical approach to and the procedures needed in the construction of the levee and structures. An average plan will describe how they will ensure quality workmanship to include coordination with public utilities to include the steam line, and local emergency response teams; coordination with municipality on matters of staging areas, stockpiles and hauling; and past experience with major suppliers and subcontractors. An average plan will include the approximate amount by percentage and type of work accomplished by their forces and in this plan state the work they

will subcontract. The schedule should address the time allotted for the project. Schedules that exceed the time available will be considered unacceptable.

PERSONNEL RESUME FORM

Name of Manager _____

Management Title on this project _____

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

No. of years in this position or role: _____

Specialization: _____

Professional Registration (Type and State Registration): _____

Your specific experience and qualifications relevant to this project.

(Use continuation sheets, if needed)

PRIME CONTRACTOR/SUBCONTRACTOR EXPERIENCE FORM

Company name _____

Name of Project/Location

General Scope of Project and Relevance to this project:

Owner of the Project:

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

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

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

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

Construction Contract Value at Award: _____

Construction Contract Value at Completion: _____

Extent and type of work you subcontracted out by percentage _____

Original Contract Duration; _____

Final Contract Duration: _____

Customer Satisfaction: (List Awards, if received) _____

Lost time accidents and Safety Rating: _____

Success in Commissioning Electrical, Mechanical and LAN Systems: _____

Overall Rating for Quality Control and Timeliness of Completion: _____

SADBU POLICY 99-01

**EXAMPLE OF MINIMUM DATA REQUIRED FOR SUBMISSION
OF A SUBCONTRACTING PLAN**

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

(Contractors are to project both Dollars and the Percentage of each category for each option and option year, if applicable.)

Amount of subcontracted dollars to Small Businesses:
\$ _____ and % _____

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

Amount to be subcontracted to Women-Owned Small Businesses:
\$ _____ and % _____

Amount to be subcontracted to HUB Zone Small Businesses:
\$ _____ and % _____

Amount to be subcontract to Veteran Owned Small Businesses:
\$ _____ and % _____

Amount to be subcontract to Service Disabled Veterans: Owned Small
Businesses:
\$ _____ and % _____

2. Policy statement or evidence of company's internal guidance and commitment to all Public Laws regarding small businesses (SB), small disadvantaged businesses (SDB's), including Historically Black Colleges and Universities and Minority Institutions (HBCU/MI's), and women-owned small businesses (WOB's). Demonstration of continuing management interest and involvement in support of these programs.
3. Assurances that efforts to increase SB's, SDB's, HBCU/MI's and WOB's in active vendor base will be taken.
4. Demonstration of outreach efforts and assurances as to how you will provide assistance to SB's, SDB's, HBCU/MI's and WOB's.
5. Description of the supplies/services to be subcontracted and planned for SB's, SDB's, HBCU/MI's and WOB's.
6. Description and assurances of efforts, based on previous experience, how SB, SDB, HBCU/MI and WOB concerns will be able to participate in new acquisitions. Description of efforts to ensure that SB, SDB's and WOB's will have an equitable opportunity to participate in this acquisition.

7. Discussion of how percentage floors/goals were developed based on planned subcontracting which is challenging, yet realistic. Separate floors for base years and each option, as well as separate floors for SB's, SDB's and WOB's.
8. The name of the individual who will administer the subcontracting plan and a description of his/her duties.
9. Assurances that your company will include the required clause entitled "Utilization of Small/Disadvantaged Business Concerns" in all subcontracts in excess of \$1,000,000 for construction and \$500,000 for all others.
10. Assurances that the company will submit all required periodic reports and cooperate in any studies or surveys requested by the Baltimore District, Corps of Engineers.
11. Statement whether indirect costs are included/excluded from the proposed floors, and if included, how they will be pro-rated.
12. A recitation of types of records to demonstrate procedures adopted to comply with requirements and floors set forth in the plan; sources lists, etc.

NOTES:

Subcontracting plans are NOT required from Small Businesses

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

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

Revised 1/02/TSD



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

CENAB-CT

June 5, 2002

MEMORANDUM FOR ALL CONTRACTORS

SUBJECT: Central Contractor Registration (CCR)

1. Reference memorandum, CEDB, dated June 26, 1997, subject: Central Contractor Registration.
2. The purpose of this memorandum is to advise all contractors that your company must be registered in the CCR or you will not be awarded a Federal contract.
3. The Debt Collection Improvement Act of 1996, requires Federal agencies to have the Taxpayer Identification Number (TIN) for every contractor and to pay every contractor through electronic funds transfer. The CCR registration was also created to be the single source of contractor data for the entire DoD, to avoid administrative duplication and allow contractors to take responsibility for the accuracy of their own business information supplying it though 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.
 - Vendors that are currently registered in CCR using a DUNS+4 number for reasons other than mentioned above will be contacted by a CCR Team designated to assist in the change. Until at time, all registrations using the DUNS+4 are considered active and complete. The DUNS+4 vendors require no action until they receive instruction from the designated CCR Team.
7. This memorandum supersedes CENAB-CT memorandum, dated 1 January 2002, Subject: Central Contractor Registration (CCR).

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

Section 00600 - Representations & Certifications

CLAUSES INCORPORATED BY FULL TEXT

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

(a) The offeror certifies that --

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

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods 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.

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

(End of provision)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

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

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

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

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

(d) Taxpayer Identification Number (TIN).

___ TIN: _____

___ TIN has been applied for.

___ TIN is not required because:

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

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other _____

(f) Common parent.

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

___ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

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

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

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

(End of provision)

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

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

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

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

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

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

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

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

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

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

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

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

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was

placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

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

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 237990.

(2) The small business size standard is \$28,000,000.00.

(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)

52.219-19 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)

52.219-21 SMALL BUSINESS SIZE REPRESENTATION FOR TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (MAY 1999)

(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.)

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"/> 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)

52.219-25 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM—DISADVANTAGED STATUS AND REPORTING (OCT 1999)

(a) Disadvantaged status for joint venture partners, team members, and subcontractors. This clause addresses disadvantaged status for joint venture partners, teaming arrangement members, and subcontractors and is applicable if this contract contains small disadvantaged business (SDB) participation targets. The Contractor shall obtain representations of small disadvantaged status from joint venture partners, teaming arrangement members, and subcontractors through use of a provision substantially the same as paragraph (b)(1)(i) of the provision at FAR 52.219-22, Small Disadvantaged Business Status. The Contractor shall confirm that a joint venture partner, team member, or subcontractor representing itself as a small disadvantaged business concern, is identified as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net) or by contacting the SBA's Office of Small Disadvantaged Business Certification and Eligibility.

(b) Reporting requirement. If this contract contains SDB participation targets, the Contractor shall report on the participation of SDB concerns at contract completion, or as otherwise provided in this contract. Reporting may be on Optional Form 312, Small Disadvantaged Business Participation Report, or in the Contractor's own format providing the same information. This report is required for each contract containing SDB participation targets. If this contract contains an individual Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, reports may be submitted with the final Subcontracting Report for Individual Contracts (Standard Form 294) at the completion of the contract.

(End of clause)

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)

52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

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

(End of provision)

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)

52.236-28 PREPARATION OF PROPOSALS--CONSTRUCTION (OCT 1997)

(a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

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

(1) Lump sum price;

(2) Alternate prices;

(3) Units of construction; or

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

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

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

(End of provision)

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

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

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

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

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

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

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

(End of provision)

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

(a) "Definitions."

As used in this provision --

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

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

(3) "Significant interest" means --

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

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

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

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

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

(b) "Prohibition on award."

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

(c) "Disclosure."

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

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

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

(End of provision)

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

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

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

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

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

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

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

(4) "Proscribed information" means--

(i) Top Secret information;

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

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

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

(v) Sensitive Compartmental Information (SCI).

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

(c) Disclosure.

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

Offeror's Point of Contact for Questions about Disclosure

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

Name and Address of Offeror

Name and Address of Entity

Description of Interest, Controlled by a Foreign

Ownership Percentage, and

Government

Identification of Foreign Government

(End of provision)

252.247-7022 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)

INFORMATION TEXT

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.

End of Text
(CENAB-CT/APR 97)
(FAR 3)
(was 52.203-4153)

CERTIFICATE OF CORPORATE AUTHORITY

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

CERTIFICATE

I, _____, certify that I am
the _____ of the corporation named as offeror therein,
that _____, who signed this proposal on behalf of the offeror,
was then _____ of said corporation; that said 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 CORPORATE OFFICER OTHER THAN THE OFFICER SIGNING THE PROPOSAL MUST FILL OUT AND SIGN THIS FORM.

End of Text
(was 52.204-4005)

EFT FORM

The Electronic Funds Transfer (EFT) form, which is included in at the end of Section 00600 shall be completed if the offer does not have a current contract with the U.S. Army corps of Engineers, Baltimore District. The completion and processing of this form ensures that payment under a resultant contract will be made by Electronic Funds Transfer.

End of Text
(was 52.232-4132)

End of Section 00600

BID BOND <i>(See instruction on reverse)</i>	DATE BOND EXECUTED <i>(Must not be later than bid opening date)</i>	OMB NO.: 9000-0045
--------------------------------------------------------	---------------------------------------------------------------------	--------------------

Public reporting burden for this collection of information is estimated to average 25 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 this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

PRINCIPAL <i>(Legal name and business address)</i>	TYPE OF ORGANIZATION <i>("X" one)</i> <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION STATE OF INCORPORATION
----------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

SURETY(IES) *(Name and business address)*

PENAL SUM OF BOND				BID IDENTIFICATION		
PERCENT OF BID PRICE	AMOUNT NOT TO EXCEED				BID DATE	INVITATION NO.
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS		
					FOR <i>(Construction, Supplies, or Services)</i>	

OBLIGATION:

We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has submitted the bid identified above.

THEREFORE:

The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the surety(ies) of extension(s) are waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

WITNESS:

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

PRINCIPAL				
SIGNATURE(S)	1.	2.	3.	<i>Corporate Seal</i>
	<i>(Seal)</i>	<i>(Seal)</i>	<i>(Seal)</i>	
NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	3.	

INDIVIDUAL SURETY(IES)		
SIGNATURE(S)	1.	2.
	<i>(Seal)</i>	<i>(Seal)</i>
NAME(S) <i>(Typed)</i>	1.	2.

CORPORATE SURETY(IES)					
SURETY A	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		

SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		

INSTRUCTIONS

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., (e.g., 20% of the bid price but the amount not to exceed _____ dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designed "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

DIRECT DEPOSIT AUTHORIZATION FORM – EROC (2) E1

I hereby authorized U.S. Army Corps of Engineers, hereinafter called USACE, to initiate direct deposit credit entries to my (our) account indicated below and the financial institution name below, hereinafter called DEPOSITORY, to credit the same to such account. This authority is to remain in full force and effect until USACE has received written notification from me (or either of us) of its termination in such time and in such manner as to afford USACE and DEPOSITORY a reasonable opportunity to act on it.

(1) () ADD – Deposit my payment to the account shown () CHANGE financial information () Cancel my participation in EFT

Name of Company or Individual (EXACTLY AS SHOWN ON CONTRACT OR BILLING INVOICED—DO NOT USE COMMAS OR PERIODS.

(3) [Empty box for Name of Company or Individual]

Address (ACTUAL PHYSICAL LOCATION)

Post Office Box Number (If any)

(4) [Empty box for Address] (6a) [Empty boxes for Post Office Box Number]

City State 9-Digit Zip Code

(5) [Empty boxes for City, State, and Zip Code]

Mailing Address, if Different than 4

(6b) [Empty box for Mailing Address]

Daytime Phone: Area Code + Number

Contract Number (Optional—if more than one, please list on a separate sheet of paper & attach to form)

(7) [Empty boxes for Daytime Phone and Contract Number]

PLEASE ASK YOUR FINANCIAL INSTITUTION FOR YOUR EXACT DEPOSITOR ACCOUNT NUMBER AND FINANCIAL INSTITUTION ROUTING NUMBER (Some Banks Require Dashes or Other Symbols in Their Account Numbers)

TYPE OF DEPOSITOR ACCOUNT (Mark One) [] (8) Checking [] (9) Savings

DEPOSITOR ACCOUNT NUMBER (10) [Empty boxes for Depositor Account Number]

Name of Financial Institution

(11) [Empty box for Name of Financial Institution]

Address of Bank (Actual Physical Location)

Post Office Box Number

(12) [Empty box for Address of Bank] [Empty boxes for Post Office Box Number]

City State 9-Digit Zip Code

(13) [Empty boxes for City, State, and Zip Code]

The Financial Institution Routing Number is Nine Numeric Digits Long and Contains No Dashes

BANK ROUTING NUMBER (14) [Empty boxes for Bank Routing Number]

Depositor Account Title (15)

[Empty box for Depositor Account Title]

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

[Empty boxes for Contractor Tax Identification Number and Employee Social Security Number]

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

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

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

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

MAIL COMPLETED FORM TO:

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

Mark the front of the envelope “Do not open in the Mailroom.”

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

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

Point of Contact for questions is Jo-Ann Evans, commercial phone, 410-962-4073.

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE LOBBYING ACTIVITIES

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filling the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number, grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payments.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for the collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by OMB
0348-0046

Reporting Entity: _____

Page _____ of _____

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by OMB
0348-0046

Reporting Entity: _____

Page _____ of _____

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1 Alt I	Definitions (Dec 2001) --Alternate I	MAY 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.215-14	Integrity of Unit Prices	OCT 1997
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9	Small Business Subcontracting Plan	JAN 2002
52.219-25	Small Disadvantaged Business Participation Program-- Disadvantaged Status and Reporting	OCT 1999
52.219-26	Small Disadvantaged Business Participation Program-- Incentive Subcontracting	OCT 2000
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	AUG 1996
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-6	Davis Bacon Act	FEB 1995
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	FEB 1988
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	FEB 1988
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era and Other Eligible Veterans	DEC 2001
52.223-6	Drug Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996

52.227-4	Patent Indemnity-Construction Contracts	APR 1984
52.228-2	Additional Bond Security	OCT 1997
52.228-11	Pledges Of Assets	FEB 1992
52.228-12	Prospective Subcontractor Requests for Bonds	OCT 1995
52.228-14	Irrevocable Letter of Credit	DEC 1999
52.229-3	Federal, State And Local Taxes	JAN 1991
52.229-5	Taxes--Contracts Performed In U S Possessions Or Puerto Rico	APR 1984
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 1997
52.232-17	Interest	JUN 1996
52.232-23	Assignment Of Claims	JAN 1986
52.232-27	Prompt Payment for Construction Contracts	FEB 2002
52.233-3	Protest After Award	AUG 1996
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.248-3	Value Engineering-Construction	FEB 2000
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Sep 1996) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7012	Preference For Certain Domestic Commodities	APR 2002
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.231-7000	Supplemental Cost Principles	DEC 1991
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7002	Obstruction of Navigable Waterways	DEC 1991
252.236-7008	Contract Prices-Bidding Schedules	DEC 1991

252.242-7004	Material Management And Accounting System	DEC 2000
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.246-7000	Material Inspection And Receiving Report	DEC 1991
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

52.219-16 LIQUIDATED DAMAGES-SUBCONTRACTING PLAN (JAN 1999)

(a) Failure to make a good faith effort to comply with the subcontracting plan, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

(End of clause)

52.225-9 BUY AMERICAN ACT—CONSTRUCTION MATERIALS (MAY 2002)

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

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

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

Cost of components means--

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

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

Domestic construction material means--

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

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

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

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

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

(2) This requirement does not apply to the construction material or components listed by the Government as follows: *** **NONE** ***

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

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

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

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

(c) Request for determination of inapplicability of the Buy American Act. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
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Item 1

Foreign construction material....
Domestic construction material....

Item 2

Foreign construction material....
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Domestic construction material... ..

 Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

(End of clause)

52.228-1 BID GUARANTEE (SEP 1996)

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

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be **twenty (20%)** percent of the bid price or \$3,000,000.00, whichever is less.-

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

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

(End of clause)

52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon

request.

(End of clause)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR
REGISTRATION (MAY 1999)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term “EFT” refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Contractor EFT arrangements. If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(g) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

52.233-1 DISPUTES. (DEC 1998)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim -

(A) Exceeding \$100,000; or

(B) Regardless of the amount claimed, when using -

(1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or

(2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least **twenty (20%)** percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

As prescribed in 36.502, insert the following clause in solicitations and contracts when a fixed-price construction contract or a fixed-price dismantling, demolition, or removal of improvements contract is contemplated and the contract amount is expected to exceed the small purchase limitation. The Contracting Officer may insert the clause in solicitations and contracts when a fixed-price construction or a fixed-price contract for dismantling, demolition, or removal of improvements is contemplated and the contract amount is expected to be within the small purchase limitation.

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of

(1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or

(2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

(End of clause)

52.243-4 CHANGES (AUG 1987)

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes--

(1) In the specifications (including drawings and designs);

(2) In the method or manner of performance of the work;

(3) In the Government-furnished facilities, equipment, materials, services, or site; or

(4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating

(1) the date, circumstances, and source of the order and

(2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after

(1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(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://farsite.hill.af.mil/>

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

<http://www.dtic.mil/dfars>

or by contacting Terri Quick by email at theresa.s.quick@nab02.usace.army.mil

(End of clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)

(a) Definitions.

As used in this clause--

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

(End of clause)

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

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

(b) The Contractor shall--

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

(c) In general--

- (1) Large-scale drawings shall govern small-scale drawings; and
- (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

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

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

Title	File	Drawing No.
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Wilkes-Barre Phase 2B Flood Protection Project		
Hanover Township, Wilkes-Barre, PA		
Drawings 1 through 64		

(End of clause)

INFORMATIONAL TEXT

EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE

- (a) This clause does not apply to terminations. See 52.249-5000, Basis for settlement of proposals and FAR Part 49.
- (b) Allowable cost for construction and marine plant and equipment in sound workable conditions owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual costs data for each piece of equipment or groups of similar serial and services for which the government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs can not be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP1110-1-8 Construction Equipment Ownership and Operating Expenses Schedule, Region East. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply for retroactive pricing, the schedule in effect at the time the work was performed shall apply.

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

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

End of Text
CENAB-CT/SEP 95
(EFARS 52.231-4084)
(was 52.231-5000)

BASIS FOR SETTLEMENT OF PROPOSALS (EFARS 52.249-5000)

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

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

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

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

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

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

End of Text
CENAB-CT-S Sep 95
(52.249-5000)
(was 52.249-4083)

End of Section 00700

Section 00800 - Special Contract Requirements

CLAUSES INCORPORATED BY REFERENCE

52.211-18	Variation in Estimated Quantity	APR 1984
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994

CLAUSES INCORPORATED BY FULL TEXT

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

The Contractor shall be required to (a) commence work under this contract within **ten (10)** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **five hundred (500) calendar days after receipt of NTP**. The time stated for completion shall include final cleanup of the premises.

(End of clause)

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

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of seven hundred and seventy-five dollars (**\$775.00**) for each calendar day of delay until the work is completed or accepted.

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

(End of clause)

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)

INFORMATIONAL TEXT

END ITEMS OF SMALL BUSINESSES

Definition of End Item: An assembled whole system or equipment ready for its intended use. This definition is to assist in clarification of the clause 52.219-6, Notice of Total Small Business Set-Aside.

Clarification is also made of the provisions FAR 52.212-3 (Offeror Representations and Certifications - Commercial Items) (FEB 2000) or FAR 52.219-1 (Small Business Program Representations) (MAY 1999) when referring to the "Small Business Concern Representation". If the small business assembles the system or equipment (even though the components are from large businesses), the small business can certify that, "it will furnish all end items which are manufactured or produced by a small business concern in the United States".

End of Text
(CENAB-CT SEP 00)
(FAR 19.5)
(was 52.219-4081)

WAGE DETERMINATION

If a U. S. Department of Labor Wage Determination, has been included, it is titled: General Wage Decision No. PA020014 dated 24 January 2003, with all current modifications. The wage rate is an attachment located at the end of Section 00800.

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 Text
(was 52.222-4020)

REQUIRED INSURANCE FOR GOVERNMENT INSTALLATION & DREDGING

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

COVERAGE FOR GOVERNMENT INSTALLATION

Type	Amount
Comprehensive General Liability - Bodily injury or death	\$500,000 per occurrence
Motor Vehicle Liability (for each motor vehicle):	
Bodily injury or death	\$200,000 per person
\$500,000 per occurrence	

Property Damage:	\$ 20,000 per occurrence
Workers' Compensation and Employer's Liability:	\$100,000 per person

COVERAGE FOR DREDGING

Type	Amount
Comprehensive General Liability - Bodily injury or death	\$500,000 per occurrence
Marine Liability - Excess towers' liability	\$1,000,000 per occurrence
Excess protection and indemnity insurance	\$1,000,000 per occurrence
Workers' Compensation and Employer's Liability: (including Longshore & Harbor Workers' Compensation)	\$100,000 per person

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

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

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

End of Text
(CENAB-CT MAY 1992)
(FAR 28.307-2(a))
(was 52.228-4001)

SUBMISSION OF INVOICES

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

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

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

U.S. Army Corps of Engineers – Baltimore District
Wyoming Valley Project Office (ATTN: Brad Funt)
61 Water Street
Wilkes-Barre, PA 18702

End of Text
(CENAB-CT MAY 1992)
(was 52.232-4028)

PROGRESS PAYMENT REQUESTS

- (a) Update Progress Schedule or Network Analysis and other information required by SECTION: ADMINISTRATION REQUIREMENTS of the SPECIAL CLAUSES.
- (b) Certified payroll records are required by the Contract Clause entitled PAYROLLS AND BASIC RECORDS.
- (c) Certification that the as-built drawings have been updated and jointly reviewed by Government and contractor representatives for the month that payment is requested as required by SECTION: AS-BUILT DRAWINGS of the SPECIAL CLAUSES.
- (d) Copies of invoices for materials stored on-site that have not yet been incorporated into the work, but for which payment is requested. Original of each shall be submitted to the Contracting Officer and a duplicate copy sent to the address given in (g) below.
- (e) Minutes of monthly safety meeting as required by Section 1 of EM 385-1-1, Corps of Engineers Safety and Health Requirements Manual (latest revision).
- (f) Certification as required by the Contract Clause entitled PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (FAR 52.0232-0005 APR 1989). Original shall be submitted to the Contracting Officer and one copy sent to the address given in (g) below.
- (g) Address for direct transmission of invoices and certification:

Finance and Accounting Office
Department of the Army
Baltimore District, Corps of Engineers
P.O. Box 1715
Baltimore, Maryland 21203-1715

End of Text
(was 52.232-4037)

CONTINUING CONTRACTS (Alternate)

- (a) Funds are not available at the inception of this contract to cover the entire contract price. The sum of \$100,000.00 has been reserved for this contract and is available for payment to the contractor during the current

fiscal year. It is expected that Congress will make appropriations for future fiscal years from which additional funds, together with funds provided by one or more non-federal project sponsors, will be reserved for this contract. The liability of the United States for payments beyond the funds reserved for this contract is contingent on the reservation of additional funds.

(b) Failure to make payments in excess of the amount currently reserved, or that may be reserved from time to time, shall not be considered a breach of this contract, and shall not entitle the contractor to a price adjustment under the terms of this contract except as specifically provided in paragraphs (e) and (h) below.

(c) The Government may at any time reserve additional funds for payments under the contract if there are funds available for such purpose. The contracting officer will promptly notify the contractor of any additional funds reserved for the contract by issuing an administrative modification to the contract.

(d) If earnings will be such that funds reserved for the contract will be exhausted before the end of any fiscal year, the contractor shall give written notice to the contracting officer of the estimated date of exhaustion and the amount of additional funds which will be needed to meet payments due or to become due under this contract during that fiscal year. This notice shall be given not less than 45 nor more than 60 days prior to the estimated date of exhaustion.

(e) No payments will be made after exhaustion of funds except to the extent that additional funds are reserved for the contract. If and when sufficient additional funds are reserved, the contractor shall be entitled to simple interest on any payment that the contracting officer determines was actually earned under the terms of this contract and would have been made except for exhaustion of funds. Interest shall be computed from the time such payment would otherwise have been made until actually or constructively made, and shall be at the rate established by the Secretary of the Treasury pursuant to Public Law 92-41, 85 Statute 97, as in effect on the first day of the delay in such payment.

(f) Any suspension, delay, or interruption of work arising from exhaustion or anticipated exhaustion of funds shall not constitute a breach of this contract and shall not entitle the contractor to any price adjustment under a "Suspension of Work" or similar clause or in any other manner under this contract.

(g) An equitable adjustment in performance time shall be made for any increase in the time required for performance of any part of the work arising from exhaustion of funds or the reasonable anticipation of exhaustion of funds.

(h) If, upon the expiration of sixty (60) days after the beginning of the fiscal year following an exhaustion of funds, the Government has failed to reserve sufficient additional funds to cover payments otherwise due, the contractor, by written notice delivered to the contracting officer at any time before such additional funds are reserved, may elect to treat his right to proceed with the work as having been terminated. Such a termination shall be at no cost to the Government, except that, to the extent that additional funds to make payment therefore are allocated to this contract, it may be treated as a termination for the convenience of the Government.

(i) If at any time it becomes apparent that the funds reserved for any fiscal year are in excess of the funds required to meet all payments due or to become due the contractor because of work performed and to be performed under the contract during the fiscal year, the Government reserves the right, after notice to the contractor, to reduce said reservation by the amount of such excess.

(g) The term "Reservation" means monies that have been set aside and made available for payments under this contract.

End of Text
(was 52.232-4068)
(EFARS 52. 232-5002)

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 Text
(was 52.232-4131)

EVALUATION OF CONTRACTOR PERFORMANCE

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

The format for the evaluation will be DD 2626, and the contractor will be rated either outstanding, satisfactory, or unsatisfactory in the areas of Contractor Quality Control, Timely Performance, Effectiveness of Management, Compliance with Labor Standards, and Compliance with Safety Standards. The contractor will be advised of any unsatisfactory rating either in an individual element or in the overall rating prior to completing the evaluation, and all contractor comments will be made a part of the official record. Performance Evaluation Reports will be available to all DOD Contracting Offices for their future use in determining contractor responsibility.

End of Text
(CENAB-CT JUN 1996)
(FAR 36.201)
(was 52.236-4000)

SAFETY ASSURANCE

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

meeting. The level of detail for the safety meeting is dependent upon the nature of the work and the potential inherent hazards. The Contractor's principal on-site representative(s) shall attend this meeting.

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

Contractor Responsibility:

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

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

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

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

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

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

End of Text
(CENAB-CT MAY 1992)
(FAR 36.513)
(was 52.236-4038)

PLANT AND MATERIAL REMOVAL AFTER CONTRACT TERMINATION

Should this contract be terminated as provided in clause 52.232-5001 because of failure of Congress to provide additional funds for its completion, the contractor may be permitted to remove plant and material on which payments for preparatory work have been made, subject to an equitable deduction from the amounts due the contractor to reimburse the United States for the unabsorbed value of such plant and material.

End of Text
(CENAB-CT-S DEC 95)
(was 52.236-4046)
(EFARS 52.236-5000)

HEAD PROTECTION (HARD HATS)

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

End of Text
(CENAB-CT-OCT 94)
(was 52.236-4069)

YEAR 2000 COMPLIANCE

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.

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 Text
(CENAB-CT Sep 1998)
(FAR 39.105)

(was 52.239-4100)

TESTING LABORATORIES

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

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

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

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

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

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

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

End of Text
(CENAB-CO FEB 1995)
(FAR 46.000)
(was 52.246-4003)

End of Section 00800

**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. PA020014 dated 24 January 2003

HEAVY CONSTRUCTION WAGE SCHEDULES FOR LUZERNE COUNTY ONLY APPLY TO THIS PROJECT.

*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 PA020014

General Decision Number PA020014
 Superseded General Decision No. PA010014
 State: Pennsylvania

Construction Type: HEAVY HIGHWAY
 County(ies): ADAMS, LEBANON, SCHUYLKILL, BERKS, LEHIGH, SNYDER, BRADFORD, LUZERNE, SULLIVAN, CARBON, LYCOMING, SUSQUEHANNA, COLUMBIA, MONROE, TIOGA, CUMBERLAND, MONTOUR, UNION, DAUPHIN, NORTHAMPTON, WAYNE, JUNIATA, NORTHUMBERLAND, WYOMING, LACKAWANNA, PERRY, YORK, LANCASTER and PIKE

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS (Excluding Sewer Grouting Projects and Excluding Sewage and Water Treatment Plant Projects)

Modification Number	Publication Date
0	03/01/2002
1	05/03/2002
2	06/28/2002
3	07/12/2002
4	08/02/2002
5	10/25/2002
6	01/03/2003
7	01/17/2003
8	01/24/2003

COUNTY(ies): ADAMS, LEBANON, SCHUYLKILL, BERKS, LEHIGH, SNYDER, BRADFORD, LUZERNE, SULLIVAN, CARBON, LYCOMING, SUSQUEHANNA, COLUMBIA, MONROE, TIOGA, CUMBERLAND, MONTOUR, UNION, DAUPHIN, NORTHAMPTON, WAYNE, JUNIATA, NORTHUMBERLAND, WYOMING, LACKAWANNA, PERRY, YORK, LANCASTER and PIKE

BOIL0013C	08/30/2002		
		Rates	Fringes
BOILERMAKERS		31.13	14.84

CARP0076K	05/01/2002		
		Rates	Fringes
COLUMBIA, MONTOUR, NORTHUMBERLAND, SCHUYLKILL, SNYDER, UNION, the lower part of Luzerne county, Carbon County, Banks, Lusanna, Lehigh, Packer, Kidder townships, and part of Penn Forest township north of Route 903			
MILLWRIGHTS		23.33	8.73

* CARP0121A	05/01/2002		
		Rates	Fringes
EXCEPT CARBON, LEHIGH AND NORTHAMPTON COUNTIES			
CARPENTERS		21.07	6.10

CARP0191G	05/01/2001		
		Rates	Fringes
YORK COUNTY			
ZONE 1: (All projects within a radius of ten miles of Center Square)			
MILLWRIGHTS		19.69	7.13
ZONE 2: (All projects within a radius of ten to twenty miles from Center Square)			
MILLWRIGHTS		19.89	7.13
ZONE 3: (All projects beyond a radius of twenty miles from Center Square)			

MILLWRIGHTS	20.29	7.13

CARP0261B 05/01/2001		
	Rates	Fringes
LACKAWANNA, MONROE, PIKE, SUSQUEHANNA, WAYNE, AND WYOMING (East of the Susquehanna River) COUNTIES		
CARPENTERS	20.74	7.05
MILLWRIGHTS	21.30	7.05

CARP0287J 05/01/2002		
	Rates	Fringes
ADAMS, CUMBERLAND, DAUPHIN, JUNIATA, LANCASTER, LEBANON, PERRY, NEW CUMBERLAND ARMY DEPOT AND HARRISBURG YORK STATE AIRPORT IN YORK COUNTY		
MILLWRIGHTS	22.78	9.23

CARP0454A 07/01/2002		
	Rates	Fringes
PILE DRIVER MEN	28.50	17.74+A
FOOTNOTE FOR PILE DRIVER MEN:		
A. PAID HOLIDAYS: Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day (provided the employee works the day before the holiday and the day after the holiday)		

CARP0492B 05/01/2002		
	Rates	Fringes
BERKS COUNTY		
MILLWRIGHTS	24.09	7.42

* CARP0600I 07/01/2001		
	Rates	Fringes
CARBON, LEHIGH AND NORTHAMPTON COUNTIES		
CARPENTERS	24.68	10.33

CARP1906B 07/01/2000		
	Rates	Fringes
CARBON, LEHIGH AND NORTHAMPTON COUNTIES		
MILLWRIGHTS	24.00	11.06

ELEC0126C 06/04/2000		
	Rates	Fringes
ADAMS, CUMBERLAND, DAUPHIN, LANCASTER, LEBANON, JUNIATA, PERRY AND YORK COUNTIES		
LINE CONSTRUCTION:		
Linemen	23.68	16%+2.80
Winch Truck Operators	16.58	16%+2.80
Truck Drivers	15.39	16%+2.80
Groundmen	14.21	16%+2.80
BERKS AND LEHIGH NORTHAMPTON COUNTIES		
LINE CONSTRUCTION:		
Linemen	24.78	16%+2.80
Winch Truck Operators	17.35	16%+2.80
Truck Driver	16.11	16%+2.80
Groundmen	14.87	16%+2.80

ELEC1319A 12/02/2002		
	Rates	Fringes

BRADFORD, CARBON, COLUMBIA, LACKAWANNA, LUZERNE, LYCOMING, MONROE, MONTOUR,
 NORTHUMBERLAND, PIKE, SCHUYLKILL, SNYDER, SULLIVAN, SUSQUEHANNA, TIOGA, UNION,
 WAYNE, AND WYOMING COUNTIES

LINE CONSTRUCTION:

Lineman	28.79	6%+6.80
Winch Truck Operators	20.44	6%+6.80
Groundmen	18.14	6%+6.80
Truck Drivers	20.15	6%+6.80

 ELEC2011A 05/01/1988

ADAMS, BERKS, CUMBERLAND, DAUPHIN, JUNIATA, LANCASTER, LEBANON, LEHIGH,
 NORTHAMPTON, AND PERRY COUNTIES
 LINE CONSTRUCTION (RAILROAD ONLY)

	Rates	Fringes
GROUP 1	12.34	6%+.06+A
GROUP 2	12.34	6%+.60+A
GROUP 3	10.78	6%+.60+A

FOOTNOTE:

A. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Election Day, Thanksgiving Day and Christmas Day, provided the employee works the day before and after the holiday.

LINE CONSTRUCTION CLASSIFICATIONS

GROUP 1: Linemen

GROUP 2: Hoisting equipment - when erecting complete towers, erecting framed structures, erecting steel transmission poles, erecting railroad pole extensions and crossbeams and when operating personnel lift baskets.

Tension pulling equipment under energized conditions - parallel with other energized circuits or above energized circuits on same structure not to include crossovers. Bundled conductor stringing including static conductors on bundled conductor lines. Excavating augers 36" inches in diameter or larger, 5/8 cubic yard, backhoe and larger, trencher over four feet in depth, bulldozer D-6 (caterpillar) or larger, and blade on finish grade work.

GROUP 3: Operators of all other equipment.

 ENGI0542C 05/01/2002

POWER EQUIPMENT OPERATORS:
 HIGHWAY CONSTRUCTION AND WATER LINES CONSTRUCTION (OFF PLANT SITE)

	Rates	Fringes
GROUP 1	19.92	11.83
GROUP 2	18.97	11.01
GROUP 3	18.42	10.91
GROUP 4	17.98	10.77
GROUP 5	17.47	10.62
GROUP 6	20.16	11.90

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Pile drivers, all types of cranes, all types of backhoes, draglines, keystones, all types of shovels, derricks, trench shovels, trenching machines, paver (blacktop and concrete), gradalls, all front end loaders, tandem scrapers, pippin types backhoes, boat captains, batch plant with mixer, drill self contained (drill-master type), CMI Autograde, milling machine, vemeer saw, conveyor loader (euclid type) scraper and tournapulls, bulldozers and tractors, concrete pumps, motor patrols, mechanic welders, log skidder, side boom, bobcat type (with attachments), boring machines including directional boring machines, chipper with boom, hydro ax, machines similar to the above including remote control equipment.

GROUP 2: Spreaders, asphalt plant engineers, rollers (high grade finishing), machine similar to above, including remote control equipment.

GROUP 3: Welding machine, well points, compressors, pump heaters, farm tractors, form line graders, ditch witch type trencher, road finishing machines, concrete breaking machines, rollers, miscellaneous equipment operator, seaman pulverizing mixer, power broom, seeding spreader, tireman - (for power equipment) conveyors, loaders

other than EUC type, conveyors, driller second class, machines similar to the above including remote control equipment.

GROUP 4: Fireman and grease truck

GROUP 5: Oilers and deck hands

GROUP 6: All machines with booms (including jibs, masts, leads, etc.) 100 ft. and over.

TOXIC/HAZARDOUS WASTE REMOVAL Add 20 per cent to basic hourly rate for all classifications

ENGI0542V 05/01/2001

	Rates	Fringes
HEAVY CONSTRUCTION: POWER EQUIPMENT OPERATORS		
GROUP 1	21.50	29.5%+5.47+A
GROUP 2	21.22	29.5%+5.46+A
GROUP 3	18.68	29.5%+4.97+A
GROUP 4	17.55	29.5%+4.97+A
GROUP 5	17.09	29.5%+4.97+A
GROUP 6	16.21	29.5%+4.97+A

FOOTNOTE:

A: PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, the employee works the day before and the day after the holiday.

TOXIC/HAZARDOUS WASTE REMOVAL Add 20 per cent to basic hourly rate for all classifications

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Machines doing hook work, any machine handling machinery, cable spinning machines, helicopters, machines similar to the above, including remote control equipment.

GROUP 2: All types of cranes (except cranes doing hook work), backhoes, cableways, draglines, keystones, shovels, derricks, trench shovels, trenching machines, hoist with two towers, pavers 21E and over, overhead cranes, building hoists (double drum) gradalls, mucking machines in tunnels, front end loaders, tandem scrapers, pippin type backhoes, boat captains, batch plant operators concrete drills, self-contained rotary drills, fork lifts, 20ft. lift and over, scrapers, tournapulls, spreaders, bulldozers and tractors, rollers (high grade finishing), mechanic-welder, motor patrols, concrete pumps, grease truck, bob cat type (all attachments), boring machines including directional boring machines, hydro ax, side boom, vermeer saw, chipper with boom, machines similar to the above including remote control equipment

GROUP 3: Conveyors, building hoist (single drum), high or low pressure boilers, drill operators, well drillers, asphalt plant engineers, ditch witch type trencher, second class driller, forklift truck under 20ft. lift, stump grinder tireman grinder, tireman (for power equipment), machines similar to above including remote control equipment.

GROUP 4: Welding machines, well points, compressors, pumps, heaters, farm tractors, form line graders, road finishing machines, concrete breaking machines, rollers, seaman pulverizing mixer, power boom, seeding spreader, chipper without boom, machines similar to the above including remote control equipment.

GROUP 5: Fireman.

GROUP 6: Oilers and deck hands (personnel boats).

IRON0036B 07/01/2002

	Rates	Fringes
CARBON, LEHIGH (Except Fogelsville), NORTHAMPTON AND MONROE (Except Tobyhanna Army Depot)		
IRONWORKERS:		
Projects Under 25 Million Dollars	25.60	13.52
Projects Over 25 Million Dollars	27.10	13.52

IRON0404H 01/01/2003

	Rates	Fringes
ADAMS, CUMBERLAND, DAUPHIN, LEBANON (Western 3/4), LANCASTER (Western part), LYCOMING, MONTOUR, NORTHUMBERLAND, JUNIATA, PERRY, SCHUYLKILL (Western tip to include the twps. of Fearnot, Good Spring, Hegins, Jolett, Klingerstown, Muir, Pittman Haas, Rough and Ready, Sacramento, Spring Glen, Suedberg, Tower City, and Valley View), SNYDER, UNION, AND YORK COUNTIES		
IRONWORKERS:		

Structural, Ornamental	23.17	11.95
Reinforcing	20.17	11.95

IRON0420F 07/01/2002		
	Rates	Fringes
BERKS, LANCASTER (Eastern Part), LEBANON (Eastern 1/4), LEHIGH (Fogelsville), AND SCHUYKILL (Remainder) COUNTIES		
IRONWORKERS: STRUCTURAL, ORNAMENTAL, AND REINFORCING		
Projects \$100,000,000.00 and greater, (all work)	23.25	12.95
Projects less than \$100,000,000.00	22.75	12.95

IRON0489B 07/01/2002		
	Rates	Fringes
BRADFORD, COLUMBIA, LACKAWANNA, LUZERNE, MONROE (Tobyhanna Depot only), PIKE, SULLIVAN, TIOGA, SUSQUEHANNA, WAYNE, WYOMING, CARBON (Northern tip - McAdoo), LYCOMING (Southern tip - Hughsville)		
IRONWORKERS:		
Structural and Ornamental	24.87	14.20
Reinforcing	24.62	14.20

LABO0158A 05/01/2002		
	Rates	Fringes
LABORERS:		
GROUP 1	17.25	6.41
GROUP 2	17.45	6.41
GROUP 3	17.80	6.41
GROUP 4	18.03	6.41
GROUP 5	18.09	6.41
GROUP 6	18.47	6.41
GROUP 7	12.84	6.41
GROUP 8	17.89	6.41
GROUP 9	18.18	6.41
GROUP 10	18.66	6.41
GROUP 11	20.46	6.41
LABORERS CLASSIFICATIONS		
GROUP 1: Asphalt, tampers, concrete pitmen, puddlers & rubbers, Highway guardrail, right of way and property line fence, Highway slab reinforcing placers, laborers, landscape, planters, seeders and arborists, magazine tenders, railroad trackmen, & signalmen, leaser beam men (pipe laying, paving machine)		
GROUP 2: Pneumatic and Electric tool operator jackhammers, paving breakers, concrete saws, whacker vibrators, sheet hammers, steward, chain saws, pipelayers, asphalt rake, lute or screed men, concrete block layers		
GROUP 3: Caisson-open air below 8 feet, cofferdam open air below 8 feet where excavations for circular caissons and cofferdams 8 ft and below level of natural grade adjacent to starting point, form setters (road) wagon drill diamond point drill, gunite nozzle operators		
GROUP 4: Blasters		
GROUP 5: Reinforcing steel placers, bonding, aligning and securing and burning and welding in conjunction with reinforcing steel		
GROUP 6: Concrete surfaces		
GROUP 7: Flaggers		
FREE AIR TUNNELS AND ROCK SHAFTS:		
GROUP 8: Outside laborers in conjunction tunnels & rock shafts		
GROUP 9: Chuck Tenders, Muckers, Nippers, Miners		
GROUP 10: Miners, Drillers, Blasters, Pneumatic Shield Operators Lining, Spotting & Timers Workmen, Reinforcing Steel placers, Bonding, Aligning and Securing Welders and Concrete Surfaces.		
GROUP 11: Hazardous/Toxic handler		

* PAIN0057Y 06/01/2000

JUNIATA COUNTY

PAINTERS:

Brush (Commercial & Roller)
Industrial Brush & Roller
Spray

Rates	Fringes
20.53	9.05
22.63	9.05
23.13	9.05

PAIN0411G 05/01/2002

DAUPHIN, CUMBERLAND, PERRY, ADAMS, LANCASTER AND YORK COUNTIES

PAINTERS:

Brush
Spray, Sandblast
Bridge

Rates	Fringes
21.00	5.15
22.00	5.15
23.83	5.15

PAIN1021E 05/01/2002

CARBON, LEHIGH, NORTHAMPTON, AND MONROE COUNTIES

PAINTERS:

Brush, Roller
Spray, Sandblast
Bridge

Rates	Fringes
21.55	8.25
22.55	8.25
22.42	8.25

PAIN1021F 05/01/2002

BERKS, BRADFORD, COLUMBIA, LACKWANNA, LEBANON, LUZERNE, LYCOMING, MONTOUR, NORTHUMBERLAND, PIKE, SCHUYLKILL, SNYDER, SULLIVAN, SUSQUEHANNA, TIOGA, UNION, WAYNE, WYOMING COUNTIES

PAINTERS:

Brush and roller
Spray, Sandblast
Bridge; Brush, Roller
Bridge; Spray

Rates	Fringes
21.35	8.00
22.35	8.00
22.30	8.00
23.30	8.00

PLAS0052F 05/03/1999

MONROE COUNTY; (EXCEPT TOBYHANNA DEPOT)
CEMENT MASONS

Rates	Fringes
20.32	8.20

PLAS0055B 05/01/2000

COLUMBIA COUNTY:
CEMENT MASONS

Rates	Fringes
21.75	5.95

PLAS0592O 05/01/2002

BERKS (Except Northeastern part), LEBANON (Eastern part), LANCASTER (Northeastern part). In Berks County through East Greenville, Huffs Church, Fredericksville, Dryville, Lyon Station, Kutztown, Krumsville and Stoney Run to Lehigh County Line, Thence along Lehigh County Line to Schuylkill County Line to Lebanon County Line, along Lebanon County Line to Route 501 North to Myerstown, Then South through Myerstown to PA Turnpike in Lancaster County, East on Turnpike to Morgantown in Berks County)
CEMENT MASONS

Rates	Fringes
21.00	6.34

BERKS (Northeastern part lying North of a line starting from the Southern boundary line of Lehigh County continuing through Huffs Church, Fredericksville, Dryville, Lyon Station, Kutztown, Krumsville, and Stoney run in Berks County to the Lehigh County line), CARBON, LEHIGH, NORTHAMPTON (Northwest part including the towns of Walnutport, Bath, and Northampton) COUNTIES

CEMENT MASONS 21.00 9.53

The following portions of LANCASTER, YORK, ADAMS AND CUMBERLAND COUNTIES (Within the following Boundary Lines: starting at the Maryland State Line, North on the Lancaster-Chester County Line to Berks County Line. North to the PA Turnpike, West on the Turnpike to Route 501. North on Route 501 to Lancaster-Dauphine County Line, then West to the Susquehanna River, cross the river to Route 920 and continue to Goldsboro, Lewisberry and Rossville to Dillsburg, thence to Route 15 to Heidlersburg, thence on Route 234 to Junction of Route 334, up Route 334 to Route 34 to junction of road immediately South of Hunters' Run; Then to Pine Grove Furnace, Continue on Route 233 to Mont Alto; Thence on Route 997 to road immediately South of Fayetteville; Thence through New Franklin to Marion; Thence to St. Thomas, then on Route eo through Fort Loudon to Franklin County Line at Tuscarora Mts. Then South on the Franklin-Fulton County Line to Maryland State Line)

CEMENT MASONS 19.75 8.40

BRADFORD, LACKAWANNA, LUZERNE, LYCOMING, MONROE (Tobyhanna), SCHUYLKILL, SULLIVAN, TIOGA, UNION AND WYOMING COUNTIES

CEMENT MASONS 22.53 4.70

CUMBERLAND, DAUPHIN, FRANKLIN, FULTON, JUNIATA, MONTOUR, NORTHUMBERLAND, PERRY, SNYDER; and parts of ADAMS, LEBANON AND YORK COUNTIES

CEMENT MASONS 20.50 6.85

PLAS9592E 05/01/2000

Rates Fringes

MONROE COUNTY (TOBYHANNA ARMY DEPOT)

CEMENT MASONS 21.88 4.05

TEAM0229F 05/01/2000

Rates Fringes

ADAMS, BERKS, CARBON, COLUMBIA, CUMBERLAND, DAUPHIN, JUNIATA, LACKAWANA, LANCASTER, LEBANON, LEHIGH, LUZERNE, LYCOMING, MONROE, MONTOUR, NORTHAMPTON, NORTHUMBERLAND, PERRY, PIKE, SCHUYLKILL, SNYDER, SULLIVAN, SUSQUEHANNA, UNION, WAYNE, WYOMING, AND YORK COUNTIES

TRUCK DRIVERS

GROUP 1 22.33

GROUP 2 22.40

GROUP 3 22.89

BRADFORD AND TIOGA COUNTIES

TRUCK DRIVERS

GROUP 1 13.50 8.33

GROUP 2 13.57 8.33

GROUP 3 14.06 8.33

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Stake body truck (single axle, dumpster)

GROUP 2: Dump trucks, tandem and batch trucks, semi-trailers, agitator mixer trucks, Ready-mix and dumpcrete type vehicles, asphalt distributors when used for transportation, stake body truck (tandem)

GROUP 3: Euclid-type, off highway equipment-back or belly dump trucks and double-hitched equipment, straddle (ross) carrier, low-bed trailers

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

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

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

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
 - * an existing published wage determination
 - * a survey underlying a wage determination
 - * a Wage and Hour Division letter setting forth a position on a wage determination matter
 - * a conformance (additional classification and rate) ruling

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

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

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

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

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

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

- 3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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

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

END OF GENERAL DECISION