

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1   55		
2. CONTRACT NO.		3. SOLICITATION NO. W912DR-04-R-0053	4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 13 Aug 2004	6. REQUISITION/PURCHASE NO. W81W3G41961405			
7. ISSUED BY USAED - BALTIMORE 10 SOUTH HOWARD STREET BALTIMORE MD 21201  CODE W912DR TEL: FAX:			8. ADDRESS OFFER TO (If other than Item 7)  <b>See Item 7</b>  CODE TEL: FAX:					
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".								
<b>SOLICITATION</b>								
9. Sealed offers in original and <u>3</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until <u>04:00 PM</u> local time <u>14 Sep 2004</u> (Hour) (Date)								
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.								
10. FOR INFORMATION CALL:		A. NAME GARY FAYKES		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 202-730-3773		C. E-MAIL ADDRESS gary.faykes@usace.army.mil		
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<b>OFFER (Must be fully completed by offeror)</b>								
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.								
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.								
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)								
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.	DATE	AMENDMENT NO.	DATE	
15A. NAME AND ADDRESS OF OFFEROR				CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.			17. SIGNATURE		18. OFFER DATE	
<b>AWARD (To be completed by Government)</b>								
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )					23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (If other than Item 7) CODE				25. PAYMENT WILL BE MADE BY CODE				
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:					27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE	

Section B - Supplies or Services and Prices

PRICE SCHEDULE

**PRICE SCHEDULE (INCLUDING OVERHEAD and PROFIT)**

<b>Labor Discipline (Hourly Rate)</b>	<b>Base Year</b>	<b>Option Yr. 1</b>	<b>Option Yr. 2</b>	<b>Option Yr. 3</b>	<b>Option Yr. 4</b>
Principal	_____	_____	_____	_____	_____
Program Manager	_____	_____	_____	_____	_____
Certified Industrial Hygienist	_____	_____	_____	_____	_____
Industrial Hygienist	_____	_____	_____	_____	_____
Sr. Environmental Specialist	_____	_____	_____	_____	_____
Environmental Specialist	_____	_____	_____	_____	_____
Sr. Environmental Technician/Inspector	_____	_____	_____	_____	_____
Environmental Technician/Inspector	_____	_____	_____	_____	_____
Sr. Master Planner	_____	_____	_____	_____	_____
Master Planner	_____	_____	_____	_____	_____
CADD/GIS Manager	_____	_____	_____	_____	_____
CADD/GIS Operator	_____	_____	_____	_____	_____
Graphics Design Specialist	_____	_____	_____	_____	_____
Sr. Computer Programmer	_____	_____	_____	_____	_____
Computer Programmer	_____	_____	_____	_____	_____
Sr. Technician	_____	_____	_____	_____	_____
Technician	_____	_____	_____	_____	_____
Administrative Assistant	_____	_____	_____	_____	_____

**OTHER DIRECT COSTS (INCLUDING OVERHEAD and PROFIT)**

<b>Description</b>	<b>Base Year</b>	<b>Option Yr. 1</b>	<b>Option Yr. 2</b>	<b>Option Yr. 3</b>	<b>Option Yr. 4</b>
Asbestos Fiber Sample, each	_____	_____	_____	_____	_____
Hazardous Material Bulk Sample, each	_____	_____	_____	_____	_____
Hazardous Material Wipe Sample, each	_____	_____	_____	_____	_____
Asbestos Containing Material Bulk Sample Analysis by Polarized Light Microscopy (PLM), each test	_____	_____	_____	_____	_____
Asbestos Containing Material Bulk Sample Analysis by Polarized Light Microscopy (PLM), Point Counting, each test	_____	_____	_____	_____	_____
Asbestos Containing Material Bulk Sample Analysis by Polarized Light Microscopy (PLM), Thermal Digestion, each test	_____	_____	_____	_____	_____
Airborne Asbestos Fiber Analysis by Transmission Electron Microscope (TEM), each	_____	_____	_____	_____	_____
Asbestos Containing Material Bulk Sample Analysis by Transmission Electron Microscope (TEM), each Test	_____	_____	_____	_____	_____
Airborne Asbestos Fiber Analysis By Phase-Contrast Microscopy (PCM), each test	_____	_____	_____	_____	_____
Air Monitoring, each site, per day	_____	_____	_____	_____	_____
Lead Laboratory Air Sample Analysis, each test	_____	_____	_____	_____	_____
Mold Laboratory Air Sample Analysis, each test	_____	_____	_____	_____	_____
Lead Laboratory Bulk Sample Analysis, each test	_____	_____	_____	_____	_____

Mold Laboratory Bulk Sample each test	_____	_____	_____	_____	_____
Radon Test, per sample	_____	_____	_____	_____	_____
Lead Laboratory Wipe Sample Analysis, each test	_____	_____	_____	_____	_____
Mold Laboratory Wipe Sample Analysis, each test	_____	_____	_____	_____	_____
Reports, 8 1/2"x11" per sheet	_____	_____	_____	_____	_____
Xerox Copies, 8 1/2"x11", per sheet	_____	_____	_____	_____	_____
Color Xerox Copies, 8 1/2"x11", per sheet	_____	_____	_____	_____	_____
Color Xerox Copies, 11"x17", per sheet	_____	_____	_____	_____	_____
CADD Plots, 11"x17", per sheet	_____	_____	_____	_____	_____
CADD Plots, Size A0, per sheet	_____	_____	_____	_____	_____
CADD Plots, Size A1, per sheet	_____	_____	_____	_____	_____
CADD Plots, Size A2, per sheet	_____	_____	_____	_____	_____
CADD Plots, Size A3, per sheet	_____	_____	_____	_____	_____
CADD Plots, Size A4, per sheet	_____	_____	_____	_____	_____
Report Binders, each	_____	_____	_____	_____	_____
Large 11"x17" Report Binders, each	_____	_____	_____	_____	_____
Report Dividers, Printed, each	_____	_____	_____	_____	_____

Any item that is part of a proposed task order, but not included in this bid schedule, shall be negotiated separately for the task order. All travel costs and per diems shall be in accordance with the Joint Travel Regulation. Where the Contractor must procure commercial travel services to accomplish a task order, such as flight or train tickets, these costs shall be negotiated for that task order.

## Section C - Descriptions and Specifications

SCOPE OF WORK

**Scope of Services  
Department of Defense Education Activity  
Planning and Environmental Services  
Indefinite Delivery/Indefinite Quantity Contract**

**I. BACKGROUND AND DESCRIPTION**

The contract to be procured under this announcement will be for the use of The Department of Defense Education Activity (DoDEA), and its subordinate organizations, Department of Defense Dependents Schools Europe (DoDDS-E), Department of Defense Dependents Schools Pacific (DoDDS-P), and Domestic Dependent Elementary and Secondary Schools (DDESS). The initial period of the contract shall be for one year, with an additional four option years. The contract is intended to provide DoDEA with a readily accessible tool for managing planning and environmental activities within their schools and other facilities.

DoDEA shall be the overall program manager of these activities, with contract support as program managers provided by the U.S. Army Corps of Engineers (USACE), Baltimore District. Local USACE Divisions and Districts shall provide regional support in managing task orders to this contract.

The contract is intended to consolidate various facilities planning and analysis initiatives that have previously been addressed by separate efforts and products. DoDEA wishes to institute periodic updates of these products. DoDEA also wishes to add efficiency and reduce disruption to the schools by combining the required surveys into single visits, and products that are more uniform and can easily be added into a computerized Facility Management System (FMS). Products prepared under this contract will support DoDEA efforts to capture adequate facilities sustainment funding, and to maintain reliable facilities planning information. The services provided under the contract include:

- Preparing Facility Utilization Surveys (FUS)
- Establishing and sustaining a database of facility drawings and space usage information
- Establishing a thorough Facilities Condition Assessment
- Preparing triennial asbestos surveys to comply with the Asbestos Hazard Emergency Response Act (AHERA)
- Monitoring and reporting on miscellaneous environmental conditions that affect safety and health of facility occupants, such as lead contamination, air quality, and water quality
- Preparing studies to document compliance with the Americans with Disabilities Act (ADA)
- Maintaining and upgrading Facilities Management System (FMS) software package
- Preparing facilities requirement studies in response to base closures and realignments. Preparing studies to determine facility requirements in

response to new legislative or regulatory initiatives, such as reduced student-teacher ratios, No Child Left Behind Act, etc.

The contract shall be awarded for use by DoDEA and subordinate agencies worldwide. The contract shall also be available for use by other agencies, subject to adequate contract capacity being available, and approval by DoDEA for such use. A financial limit of \$2,999,999.99 per year, a minimum of \$5,000.00 per task order, with no additional limits on task order value shall apply to this contract. The maximum contract value shall not exceed \$14,999,999.95.

## II. SCOPE OF WORK

### A. FACILITY UTILIZATION SURVEY (FUS), DRAWINGS AND DATABASE

The FUS provides an accurate graphic and non-graphic record of facility utilization data and CADD floor plans. The graphic files shall be compatible with AutoCAD 2000 or other agreed upon software. The non-graphic files shall be compatible with Access 2002 database. Schedules of submittals and reviews, and quantities of deliverables shall be specified per task order. This project generally consists of:

1. *Data Collection.* Collecting specified data by field observations. The contractor shall visit each site specified, using as-built drawings and field measurements to verify dimensions and layout of the facilities. Facilities to be studied shall include all buildings, as well as significant site features, such as sports facilities, utilities, streets, sidewalks, parking lots, and hydraulic facilities. Data shall include owner of the facility, tenant organization occupying the facility, use per room, capacity, and size.

2. *Information Processing.* Verifying existing data, including taking on-site measurements of facilities and identifying existing usage in accordance with Real Property Inventory reporting criteria.

3. *Computer Database Files.* Providing and updating both graphic (CADD) and non-graphic computer database files in accordance with this SOW. The components of these files shall be as follows:

a. *Site:* Site maps will show all facilities, roads, parking areas, sidewalks, recreation areas, sports fields, walls, fences, topographic features, building numbers, and other facilities in the immediate vicinity of the installation boundaries. Site maps will show different pavement types and playground surfaces, e.g., asphalt, concrete, paving stone, grass, safety tile, etc. Site maps shall be annotated to show all facilities and deletions. Annotations will also be summarized in the reports. The contractor shall measure building exteriors where there are apparent inconsistencies in building footprints. Obtain areas from "as-built drawings" where possible, but where there are inconsistencies between the "as-builts" and the existing site, measurements should be made during the visual inspections with an accuracy of +/- 457mm (18 inches).

b. *Facilities:* Facility plans shall show floor layout, walls, permanent or semi-permanent partitions, location of doors and windows,

the net square footage of each divided space, its category code, unit identification code (UIC) and unit description. Facility plans shall show room numbers. Identify all room numbers within a building and verify against existing drawings. Where room numbers do not exist and the user has not assigned a number, a number shall be assigned to the room using a logical sequence. Verify areas by calculating net and gross areas from as built drawings wherever possible, but where there are inconsistencies between the as built drawings and the existing structure, measurements should be made during the survey with an accuracy of +/- 152 mm (6 inches).

c. Real Property Records: The Real Property Inventory shall be reviewed and a comparison made with the data gathered to ensure that the information included in the database is correctly recorded. Where Category Codes are different from the existing, a recommendation shall be made as to the resolution. A database structure shall be provided per task order for the real property record portion of this work, but in general it is intended that this structure be compatible with earlier DoDDS or DoDEA FUS products, as well as the Integrated Facility System (IFS). Additional information that is specifically applicable to DoDDS facilities shall also be included in the database (such as the DODAAC number and danger codes).

#### 4. Deliverables

a. Floor Plans and Maps: CADD files shall be fully compatible with the Autocad Version 2000. The guiding standard for layout of the drawings will be Tri-Service Spatial Data Standards. A licensed copy of all text fonts used, which are not normally supplied with AutoCAD 2000, shall be furnished to DoDDS. Building drawings shall show the footprint including permanent and semi-permanent partitions, load-bearing walls, an accurate depiction of wall thickness, windows and doors, room numbers, room use, stairs, and other architectural features such as toilet partitions, water closets, urinals, sinks, drinking fountains, cabinets, teaching walls, etc. Each space on the floor plan shall be labeled with a room number, SF, SM and, description (office, classroom, gymnasium, etc). A standard list of room use descriptions will be provided. This information shall be linked to the database via MSLink so that when the database is updated the drawing will automatically be updated. The drawings shall be plotted from CADD. The drawings shall be full scale, 1mm to 1mm, in model space for facilities and 1m to 1m for site. One facility or one floor of a facility shall be shown per file. Where a single floor cannot be shown in its entirety due to the scale, appropriate page breaks shall be made so there will be no loss of information. A key plan shall be provided on all drawings where a single floor cannot be shown in its entirety. The title block shall be in paperspace. The drawings shall be scaled in paperspace, scaled for clarity and ease of use. The title block will be supplied to the contractor. Each drawing shall show a table of the real property data linked to the drawing from the database for the rooms/areas shown. File Naming: DoDDS naming convention for DWG\_NO\_HQ field shall be as follows: Name of School\_Facility Number\_Floor. For example, the 2<sup>nd</sup> Floor Kinnick HS building 1901 would be KinnickHS\_1901\_2.dwg

b. Real Property Database: Data collected at all facilities shall be consolidated into one single usable format without data loss. In general, the format will be divided by District Superintendent Office (DSO) and subdivided by Service Branch. Forms shall be made for both school buildings and sites. Forms shall include a picture of the building and/or site.

## **B. FACILITIES CONDITION ASSESSMENT**

The Facilities Condition Assessment (FCA) provides engineers and facility planners with the data needed to make informed decisions on facility sustainment. The FCA is designed to support programming and budgeting current and future capital renewal costs quickly and accurately. The FCA provides a mathematical model, confirmed by site survey, of a facility's component building systems to determine their current and predicted conditions based on their components' planned life cycles. It is a strategic tool for programming and budgeting capital renewal costs—a macro view of facility status. Capital renewal is the future, systematic replacement of building component and utility systems to extend their useful life—for example; a roof system will age to its planned life in 15 years and will need replacement. The FCA records information related to these components, so that facility engineers are aware of the remaining useful life of the various components, and of the costs associated with capital renewal.

The FCA's prepared under this contract will generally be conducted at "Level 1". A Level 1 assessment predicts facility component life expirations using statistical guidelines developed by Building Owners and Managers Association (BOMA) and endorsed by national facility management organizations such as the Council for Educational Facility Planners International and The Association for Higher Education Facility Officers (APPA). Also used is R.S. Means, a nationally recognized reference for cost data, to model component building systems' costs. Previous DoDDS FCA's have used a custom cost modeling software. Adjusting baseline cost estimates for local European conditions will be required. While it is anticipated that DoDEA FCA's will be prepared at the level of detail described for Level 1 assessments, a more or less detailed assessment may be specified. A more detailed scope of services shall be prepared for each FCA that lists facilities to be surveyed, level of detail, schedule of submittals and reviews, and number of deliverables. The FCA generally consists of:

1. *Build Cost Models.* Develop cost models of the buildings to be studied by reviewing existing documents and interviewing maintenance staffs to determine types, age, and components of buildings, and the last renewal of each component. Each building component is then assigned a useful life according to BOMA standards, or local experience, and estimated replacement cost using R.S. Means data. But a system's actual life can vary significantly from BOMA standards under existing conditions—lack of routine maintenance, environmental conditions, inappropriate design, or poor installation shortens system and building useful lives. System life-cycle is adjusted to fit a facility manager's actual experience. For example, BOMA uses 5 years to estimate the useful life of exterior painting. If a facility manager's standards are to repaint every 3 years in lieu of the BOMA recommended 6

years, adjustment to the model's life cycle criteria for painting is added. As another example: A four-ply built-up roof has a current renewal value of \$2.09 per square foot and a life expectancy of 25 years. We assign renewal adjustments for ancillary work to replace the roof. Installing a new built-up roof on an existing building requires removing the old roof—premium costs for demolition, dumpster charges, replacement difficulty, special requirements, and other anticipated costs are added to complete the roof replacement cost projection. If we find through records review or interviews that the existing roof is 30 years old in the example above, we know the roof is 5 years beyond its expected life. The result is an immediate capital renewal for the roof system using a budget \$2.09 per square foot, plus the renewal premiums to complete the replacement.

2. *Confirm Cost Models.* In this step, the contractor shall confirm the cost modeling developed in the preceding step. This is necessary because facilities upgrades and repairs are frequently not documented, and actual remaining life in a component may vary from manufacturers' guidelines. To confirm the cost model, the contractor shall survey selected facility areas after developing the cost models to validate the data in the cost models. As an example, a component's record shows it to be expired, but a field survey may find that it was already replaced and not documented. Cost models must be changed to reflect actual conditions and records observed on site. They must be able to identify obvious deficiencies that are out of sequence with the component's useful life (for example, roof leaks in a new roof, failed window gaskets, under- or over-conditioned air in building, etc.). Data collected shall include digital photographs of each building to help record the facility condition. Photographs are linked to individual building reports within the cost modeling software and are a part of the overall database.

3. *Analyze Data.* In a multiple building portfolio it is important to know how building conditions compare. The cost modeling software shall be applied to develop a Facility Condition Index (FCI) as a gauge of capital renewal in a building. It calculates FCI by dividing the total value of expired systems by the building's replacement value. If a building has a replacement value of \$1,000,000 and \$100,000 in expired systems, the FCI is  $\$100,000/\$1,000,000$  or 0.10. Typically, decimals are converted to percentage and reported such that the building is 10% deficient. The cost modeling software will calculate a FCI for each building and major building component and chart a comparison of the values over a selected reporting period.

4. *Create Reports.* The most important aspect of a database is the usefulness of its data. The cost modeling software must provide multiple filter options to allow custom sorts and reports, and advanced users can access the data tables directly to conduct special queries. After filtering, the software produces a variety of preset analytical text reports and dozens of standard graphic reports showing the results of both current and future capital renewal calculations. The final assessment report includes a general summary of findings, assumptions and exclusions. A draft report is compiled for review that includes a summary overview of the entire portfolio of assessed buildings, site and infrastructure condition in a Facility Cost Summary report, Facility Life Cycle report, FCI Funding report, and a Facility Renewal Forecast report, among others. After the facility administrator's

review and comments are received, the contractor shall prepare and publish a final report.

### **C. ASBESTOS HAZARD EMERGENCY RESPONSE ACT (AHERA) SURVEYS**

Under the Asbestos Hazard Emergency Response Act (AHERA) of 1986, as enacted, all local education agencies (LEAs) are required to inspect and report on for asbestos-containing building material (ACBM) for all public and private schools. The LEA is required to prepare and implement an Asbestos Management Plan for each school.

The component agencies of DoDEA have previously prepared AHERA studies, including Asbestos Management Plans for each facility. AHERA further requires a triennial update of these surveys and management plans. The purpose of the scope is for the contractor to conduct the required studies, prepare the triennial updates, and maintain these reports in an archive. Within this contract, a separate task order shall be issued for a list of schools, to be chosen by DoDEA, where the triennial survey is required. A more detailed scope of services shall be provided at that time. The inspections shall be conducted by AHERA accredited asbestos inspectors.

All work performed in conjunction with this project and pursuant to this Scope of Work shall be performed in accordance with the requirements of Subtitle II Asbestos Hazard Emergency Response (AHERA) of the Toxic Substances Control Act (TSCA) and 40 C.F.R. Part 763, Subpart E (Asbestos-Containing Materials in Schools). The parties to this Scope of Work recognize and understand that the U.S. Environmental Protection Agency (EPA) has the right and authority to disapprove and to halt work being performed pursuant to this Scope of Work at any time EPA deems necessary to protect public health, welfare or the environment. EPA may further request and require that all work disapproved and/or halted by EPA be corrected and/or re-performed, or may request or require that additional work be performed. The parties to this Scope of Work agree that the submissions and work requirements identified and set forth in this Scope of Work, and any proposed change(s) to this Scope of Work or to any other document(s) relating thereto or to the project or the work described therein, shall be submitted to EPA for advance review and written EPA approval, prior to implementation by the parties to this Scope of Work. The parties to this Scope of Work further recognize and understand that nothing herein shall prevent the EPA and/or the United States from enforcing the above statutory and regulatory requirements or from seeking legal and/or equitable relief for past, present or future violations of the same. The AHERA studies shall consist of the following items of work:

- 1. Periodic Surveillance.* Per AHERA at least once every six months each LEA shall conduct periodic surveillance in each school building that contains ACBM. The contractor performing the AHERA periodic surveillance will visually inspect all areas that are identified in the management plan as ACBM or assumed ACBM. This contractor will record any changes to the condition of the materials and record his or her name and the date of the surveillance. The information obtained from the periodic surveillance will be entered into the database and updated in the Asbestos Management Plan.

In general, a periodic surveillance will be completed at an average rate of one day per school using a 3-person team. Accessible areas of each school will be inspected. These areas include, but are not limited to areas above suspended ceilings, pipe chases (accessible), areas with insulated pipe work, Mechanical Rooms, Classrooms, Rest Rooms, Laboratories, Offices, and Pipe Tunnels.

The contractor shall update the Asbestos Management Plan for each school in accordance with AHERA. The Asbestos Management Plans shall be approved and signed by a Certified Industrial Hygienist (CIH), certified in the comprehensive practice of industrial hygiene by the American Board of Industrial Hygiene. The Management Plans shall be updated and signed by an accredited Asbestos Hazard Emergency Response ACT (AHERA) asbestos management planner. Inspectors will be AHERA accredited.

2. *Re-Inspections.* At least once every three years AHERA requires each LEA to conduct a reinspection of the friable and nonfriable known or assumed ACBM in each school building. The contractor will use accredited inspectors to perform the reinspections per AHERA.

For each area of a school building, the contractor shall:

- a. Visually inspect and assess the condition of all friable ACBM.
- b. Visually inspect material that was previously considered nonfriable ACBM and touch the material to determine if it has become friable since the last inspection or reinspection.
- c. Identify any homogeneous areas with material that has become friable since the last inspection or reinspection.
- d. Assess the condition of newly friable material.
- e. Reassess the condition of friable ADBM previously identified.

3. *Data Collection Form.*

a. *Asbestos Inspection Data.* The Asbestos Inspection Data shall be provided to fully document information on each sample of suspect material collected. The information documented shall include the location and quantity of all suspect materials, sample numbers, removal costs, and supporting field notes.

b. *Bulk Material Data.* The Bulk Material Data will document information about the material from which each sample was collected. This will include material type, system, size, color, and location.

c. *Material Evaluation Data.* The material evaluation will assess the potential hazard of friable ACM. Data will be provided for each type of friable homogeneous material found. The inspector will accurately and efficiently categorize the material type, condition, and damage potential in accordance with the requirements established by AHERA.

d. *Locations to be Sampled.* Accessible areas of each school will be inspected. These areas include, but are not limited to areas above suspended ceilings, pipe chases (accessible), areas with insulated pipe

work, Mechanical Rooms, Classrooms, Rest Rooms, Laboratories, Office, and Pipe Tunnels. The asbestos inspectors will document every area and sample site that was inspected and note whether any suspect material is present. A determination of quantity of material will be made by estimating length, width, height, and diameter. The inspectors will also identify any areas of the building which were not inspected and reasons they were not inspected.

*e. Bulk Sampling.* Suspect material not previously addressed will be sampled to determine if asbestos materials are present. Accessible suspect materials will be sampled, including but not limited to water tank insulation jackets, cementitious pipes and joints, boiler jackets, air duct insulation, tile grout, acoustical surfacing materials, fireproofing, siding, wall and ceiling tiles, ceiling textures, pipe insulation, vinyl floor tiles and mastic. Fire doors, 9-inch vinyl tile and its associated mastic will be assumed to be asbestos-containing building materials.

*f. Sampling Strategy.* Table 2.1 lists the minimum number of samples to be collected for materials of homogeneous appearance. Sample locations within these homogeneous areas will be randomly selected.

Table 2.1  
Bulk Material Sampling Strategy

Type Material	Quantity	Units (a)	No. of Samples (b)
Friable Surfacing	<1,000	SF	3
	1,000-5,000	SF	5
	>5,000	SF	7
Pipe Insulation	System	LF	3
Pipe Fittings	System	EA	3
Miscellaneous Materials (Ceiling Tiles, Floor Tile, etc.)	Homogeneous Area	SF	1

Units: SF = square feet, SF - square feet, EA = each  
The values represent minimum quantities of samples to be collected.

*g. Sample Collection Procedures.* The asbestos inspectors will adhere to the sampling requirements for the various types of materials as specified in 40 CFR 763.86.

*h. Asbestos Bulk Sample Analysis.* Bulk samples will be received, logged, and handled in a NVLAP and an AIHA accredited laboratory, strictly in accordance with the written, approved laboratory operations manual. All bulk samples will be analyzed for mineral composition using Polarized Light Microscopy with dispersion staining (PLM/DS).

*i. Hazard Assessment.* In accordance with AHERA methodology, for each homogeneous area, the inspector will assess the current condition of the material and classify it into one (1) of seven (7) categories defined in "Asbestos-Containing Materials in Schools; Final Rule and

Notice" (40 CFR 763.88). The level of potential disturbance will be assigned based on definitions for accessibility, potential for contact, influence of vibration, and potential for air disturbance. School inspectors will assign a Hazard Rank by combining the condition and potential for disturbance factors on the Hazard Rank Matrix shown below:

- Significantly damaged friable (surfacing ACBM or miscellaneous ADBM)
- Damaged or significantly damaged thermal system insulation (TSI)
- Damaged friable (surfacing ACBM or miscellaneous ACBM)
- Friable (surfacing ACBM or miscellaneous ACBM or TSI) with potential for significant damage
- Friable (surfacing ACBM or miscellaneous ACBM or TSI) with potential for damage
- All other friable ACBM, suspect friable ACBM
- All other non-friable surfacing or miscellaneous material

This assessment will be used by a management planner to identify the response action required for each homogeneous area of confirmed or suspected ACM.

4. *Updating of the Asbestos Management Plans.* The contractor shall update the Asbestos Management Plan for each school in accordance with AHERA. The Asbestos Management Plans shall be approved and signed by a certified Industrial Hygienist (CIH), certified in the comprehensive practice of industrial hygiene by the American Board of Industrial Hygiene. The Management Plans shall be updated and signed by an accredited Asbestos Hazard Emergency Response Act (AHERA) asbestos management planner. Inspectors will be AHERA accredited.

The Asbestos Management Plans shall include the following:

- A. Introduction
  - Purpose
  - Responsibilities
- B. Regulatory Requirements
- C. Asbestos Management Program
- D. Asbestos Inspection
- E. Operations and Maintenance Procedures
- F. Asbestos Hazard Assessment Determination Guideline
- G. Asbestos Abatement Plan
  - School Facility In-House Asbestos Team: Standard Operating Procedures
  - School Facility In-House Asbestos Team: Training Program

The contractor shall incorporate policies previously written by or developed for the school. The site/school specific plans shall include asbestos inspection reports and development of a computer database as specified below.

5. *Asbestos Inspection Report.* A written report shall be prepared on the results of the asbestos sampling to serve as a comprehensive record of the sampling procedures, sample locations, and the results of the laboratory analysis. It will also include the following as a minimum:

- Completed building inspection forms, asbestos priority index calculations, and asbestos-containing material evaluation data.
- Data for each sample shall detail the sample identification number, description of where each sample was taken, sample appearance, analysis procedure/preparation used, amount of material, and type and percent of asbestos present.
- Hazard Rankings.
- Cost estimates which include unit costs and total dollars for each type of material in each space. Additional information on material qualities will be included.
- Floor plans with sample locations indicated. Where no floor plans are available, a combination of sketches and inspection forms will be used.
- Recommendations on abatement and management on a room by room basis.

#### **D. ENVIRONMENTAL TESTING AND MONITORING**

The A-E shall identify and perform hazardous material inspections to identify materials, mechanical components, or parts that might require special handling prior to renovation or demolition of the building, or to define and address hazards that are discovered during the normal process of maintaining and operating the facility. In accordance with the Environmental Protection Agency's (EPA) requirement under 40 CFR part 61, the National Emissions Standards for Hazardous Air Pollutants (NESHAP) regulation, all asbestos containing materials (ACM) are required to be identified prior to any renovation, operation or demolition of buildings. Hazardous materials that may be studied include, but are not limited to: lead based paint (LBP), polychlorinated biphenyl (PCB) or Di (2-ethylhexyl) Phthalate (DEHP) in light ballasts, PCB in transformers, mercury in fluorescent light tubes or High Intensity Discharge (HID) lamps, Chlorofluorocarbon (CFC) in chillers, refrigerators, and freezers, antifreeze in cooling towers, and lead-acid batteries shall also be addressed as defined in the following sections. The contractor shall evaluate airborne contaminants, such as the above-listed hazardous materials, and including mold and mold spores. The contractor shall also provide an inventory of hazardous or regulated chemicals that are discovered and likely to be disturbed or require moving during renovation or demolition activities. The contractor shall also provide occasional services as required to monitor air, water, soils, and building materials for hazardous materials.

Prior to the initiation of inspection activities the A-E shall prepare a site-specific Health and Safety Plan to ensure the safety of workers performing the inspections. The Health and Safety Plan shall be adhered to throughout inspection activities. A separate task order shall be prepared for each facility or group of facilities to be surveyed, and the areas in question shall be clearly identified. A description of some specific tasks that may be assigned to the contractor follows.

*1. Asbestos Inspection.* The minimum requirements for personnel performing the asbestos inspections shall be current accreditation as an EPA AHERA Building Inspector. The A-E shall review the school's Asbestos Management Plan (AMP) and determine the asbestos-containing materials that may become disturbed during the course of the renovation, demolition or use.

Drawings from the DoDEA FUS may be used to prepare this plan. The room numbering scheme presented in the FUS shall be used to reference the location of hazardous materials identified.

The contractor shall perform a site visit and inspection of the identified areas and positively identify all friable and non-friable ACM on interior and exterior areas including roofs. Many ACM are located in concealed areas such as wall cavities, pipe chases and other hidden spaces and may not be identified in the AMP. In addition, materials are sometimes assumed to contain asbestos or analyzed with "trace" results in the AMP which must now be tested to rebut the presumption that they are ACM. In order to provide a complete Asbestos Inspection, the A-E must employ intrusive inspection techniques including destructive testing (i.e. opening walls, etc) to inspect concealed areas for suspect materials to include with information available from the AMP. The following guidelines should be followed to assist in locating concealed materials. The A-E shall:

- Identify the different building systems which may contain concealed ACM such as heating/cooling systems, domestic water lines, boiler interiors and supports, duct work, univents, cooling towers and air handling units, roof drainage lines, under stages, crawl spaces, above solid ceilings and under floors, etc.
- Open hidden areas and inspect each system in at least three (3) locations for each area of construction (or floor) or open the hidden area in manner sufficient to view the entire system.
- Focus the inspection on areas likely to contain suspect ACM. Asbestos-containing light-weight concrete materials have been identified under flooring in a number of DC Public Schools. Based on this information the A-E shall place a greater emphasis on inspecting flooring and sub-flooring materials in the renovation/demolition areas.
- Examine additional areas if results from the three (3) areas inspected are inconsistent.
- Clearly list inaccessible areas that could not be inspected and explain why they were not inspected and whether there is reason to suspect ACM is present.

All areas subjected to destructive testing (i.e. opening walls, etc) for inspection for ACM shall be restored to protect the occupants. At a minimum, hard barriers (plywood or drywall) shall be installed over openings in ceilings or walls and caulked in place. Sealant compound or concrete/cement material can be used to fill in holes created in floors. The replacement materials are not required to be professionally finished (sanded and painted) but shall be sufficient to inhibit access to the areas. All finishing materials shall be non-asbestos containing.

Any materials not identified as an existing Homogenous Material or listed as "assumed" or "trace" in Table 4-2 of the AMP should be sampled in accordance with AHERA and submitted to a NVLAP accredited laboratory for analysis by polarized light microscopy (PLM). Any material exhibiting a result of "trace" through PLM analysis shall be further analyzed through transmission electron microscopy (TEM). If roofing materials are anticipated to be impacted by renovation/demolition activities, samples of the various roofing materials shall be collected and submitted for laboratory analysis.

Fire doors that are listed as assumed shall be drilled or disassembled to inspect for ACM. Fire doors can be grouped into homogeneous areas by grouping doors with identical labels, size, number and location of windows and construction (wood or metal). Similarly, Virginia wall panels or factory manufactured metal wall systems (possible ACM between metal panels) shall be drilled or disassembled and suspect ACM sampled.

2. *Lead-based Paint.* The contractor shall perform a LBP survey in accordance with Department of Housing and Urban Development (HUD) Guidelines - Chapter 7 (revised 1997 or latest revision). All painted and/or coated surfaces in the proposed renovation or demolition area shall be tested according to HUD criteria for testing lead in paint. Personnel performing the LBP survey shall be trained and certified as a Lead Paint Inspector.

3. *Hazardous Materials.* The contractor shall perform a visual inspection of the areas of the building that are to undergo renovation or demolition for hazardous materials identified above as well as any containerized chemicals (liquids or solids). The contractor shall contact local utilities and manufacturers (as labeled on building elements) for information regarding potential hazardous materials content. The inventory should include the location and condition of the building element, name of manufacturer, results of research and any recommendations for further testing or disposal.

If unlabeled or undetermined drums or containers are identified, the contractor should make recommendations for additional testing to determine the contents and disposal options.

**Report:**

As part of the Design process, the A-E shall prepare and submit a written report and environmental assessment of all hazardous materials that may become disturbed or moved during the course of renovations or demolition. The report shall specifically address ACM, lead-based paint and other hazardous materials. The A-E shall include the scope of work for the renovations.

The asbestos section of the report shall include the date(s) of inspection, signature of accredited inspector, a copy of the inspector's current certificate, material descriptions, an inventory of the locations of the homogeneous areas, location where each bulk sample is collected, results of analysis, quantity of ACM and quantity of ACM to be removed; whether ACM is surfacing, thermal system, or miscellaneous; NVLAP accreditation certificate for laboratory. Both ACM and suspect non-ACM homogeneous areas shall be identified.

The LBP section shall follow the HUD reporting requirements and provide details on the testing locations and results for each location. The A-E shall identify applicable OSHA worker protection and hazard communication requirements. The A-E shall identify procedures that will minimize the exposure to LBP.

The hazardous material section of the report shall include a written narrative describing how the inspection was performed as well as an inventory of all

suspect hazardous materials. The inventory shall include the type of trademark, the location, quantity, and condition of the building element, name of manufacturer, results of research and any recommendations for further testing or disposal.

The report shall also include an inventory of all hazardous, regulated or containerized materials (solid or liquid) which includes the type, location, quantity, condition, packaging, and trade name. In the event unlabeled or undetermined drums or containers are identified, A-E should make recommendations for additional testing to determine the contents or disposal options.

**Abatement Specifications:** The contractor shall prepare and develop work procedures that address the hazardous materials identified in the inspection. The procedure shall identify work methods that minimize potential worker exposures and that protect the schools and the occupants. In the event that ACM, mercury, PCB's and LBP that will be disturbed during renovation/demolition activities is identified, the contractor will have an abatement design written for each by an appropriately certified individual. An AHERA Project Designer shall prepare and sign the asbestos design and/or a DOH Lead Risk Assessor shall prepare and sign the LBP design. United Facilities Guide Specification (UFSC) for asbestos (13280A), lead-based paint (13281A), and for PCB's and mercury (13286N) shall be used as guides and edited to address site-specific requirements.

#### **E. AMERICANS WITH DISABILITIES ACT (ADA) STUDIES**

The contractor shall study existing school, administrative and operational facilities to determine the extent and location of violations of ADA. The findings shall be summarized in a report, including floor and site plans showing where violations occur, a prioritized listing of violations and their severity, and schematic-level design details for projects to correct deficiencies, and budget-level estimates of corrections. Facilities to be studied may include, but are not limited to: toilets, corridors, ingress and egress, exterior walkways, parking lots, drinking fountains, playgrounds and other recreational facilities, and classrooms.

#### **F. MISCELLANEOUS PLANNING SERVICES**

The contractor shall prepare planning studies as required by DoDEA and its subordinate agencies to address situations that pose challenges to facilities planners and engineers. Some of the studies that may be required include, but are not limited to:

- Capacity studies of a school or group of schools, to determine if consolidations or moves are feasible
- School or multi-school master plans
- Impact analyses of new initiatives, such as reducing class sizes or ratios of students to teachers. Determine facility impacts of new educational initiatives, such as the No Child Left Behind Act
- Planning studies and supporting documentation for need for new facilities or major renovations

- Assessing facility impacts of closure of military bases on school districts and facilities

These studies may include field inspections, interviews, qualitative and quantitative analyses, reports, schematic diagrams, master planning documents, programming documents such as DD-1391, charrettes, presentations, and renderings. A separate scope of work shall be prepared for each task order, listing all required deliverables, schedule, duration of work and methods.

PROPOSAL SUBMITTAL INSTRUCTION

**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 an equal order of importance.

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

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

- Volume I – Technical Proposal (5 copies plus original)
- Volume II – Cost Proposal (2 copies plus original)
- Volume III – Subcontracting Plan (1 copy plus original)

1.4 Proposal envelopes will be marked:

Date of Opening: \_\_\_\_\_

Time of Opening: \_\_\_\_\_

Proposal for: **W912DR-04-R-0053**

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

- Volume I - Technical Proposal: 150 pages, maximum
- Volume II - Cost/Price Proposal (Section B, Price Breakdown Information, and Section K, Representation and Certifications)

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

1.6 Offerors shall submit their proposals to the U.S. Army Corps of Engineers, Baltimore District, Attn: Contracting-Room 7000, 10 South Howard Street, Baltimore, MD 21201 no later than the time and date specified on Standard Form 33, Block 9.

## 2. EVALUATION PROCESS

Proposal Compliance Review. This review will assure that all required forms and certifications are complete and that the technical and price proposals have been received.

2.2 Technical Qualifications. Technical proposals will be evaluated based upon the following factors; A. Relevant Experience, B. Past Performance, and C. Contract Management Plan. Factors A, B, and C will be adjectivally rated. All factors will be rated and are of equal importance. All sub-factors within a factor are of equal importance.

- A. Relevant Experience
- B. Past Performance
- C. Contract Management Plan

2.3 Price. The Government will evaluate price upon completion of the technical/quality evaluation. Price will not be scored.

2.4 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 are approximately equal to price.

2.5 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. Do not assume you will be contacted or afforded an opportunity to clarify, discuss, or revise your proposal.

2.6 Offerors submitting proposals for this project should limit submissions to data essential for evaluation of proposals. However, in order to be effectively and equitably 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 requirements. Requirements stated in this Request for Proposal (RFP) are minimums, unless otherwise stated.

2.7 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.

## 3. EVALUATION FACTORS

### 3.1 TECHNICAL – VOLUME I

Technical proposals will be evaluated based upon the factors and sub-factors identified below. All factors and sub-factors will be adjectivally rated and are equal in importance.

- A. Relevant Experience
- B. Past Performance
- C. Contract Management Plan

### 3.1.1 RELEVANT EXPERIENCE

The offeror's relevant experience will be evaluated based on the offeror's ability to execute the range of work required for this RFP. Specifically, it is anticipated that multiple delivery orders may be issued concurrently for various dollar volumes. The Government anticipates that the size, complexity and frequency of work may vary throughout the life of this contract. This evaluation will consider both the contractor's ability to provide planning and environmental service efforts and manage the work of multiple delivery orders at various installations throughout the specified region.

The offeror shall submit:

- A. A list of up to ten (10) contracts that are similar in nature, size and complexity and that were completed and/or are current are within the past five years for consideration in determining the offerors overall qualifications. The list shall include:
  - a. Type of Contract
  - b. Contract Number
  - c. Size of contract (dollar amount per contract) and duration
  - d. Total number of delivery orders (if applicable)
  - e. Total dollar amount of delivery orders issued (if applicable)
  - f. Point of Contact including phone number

The offeror may use "Form A" attached to the end of this section.

The relevant experience to demonstrate minimum qualifications for the work of this RFP includes the following elements:

1. Experience with master planning and facilities studies for schools and other facilities. Due to DoDEA's specialized nature in serving the families of servicemen worldwide, these schools have special requirements and characteristics. A familiarity with these requirements is considered essential. Included in the type of studies that are of relevance are:

- space planning or space utilization studies,
- master plans for new or renovated educational facilities or campuses,
- development of educational specifications,
- studies or databases of facilities conditions,
- AHERA surveys,
- environmental monitoring studies,
- development of automated facilities management systems
- base realignment and closure studies.

2. Master Planning Studies and Facilities Planning Studies for Department of Defense agencies and military facilities, to include preparation of Master Plans or component parts of Master Plans, or other facilities management products.

3. Environmental studies for Department of Defense agencies and military facilities.

4. Planning and Environmental survey experience in foreign locations, notably Europe and the Pacific Far East.

In addition to the information requested above, offerors are encouraged to provide any supplemental information to assist the Government in its developing confidence in the offeror's ability complete this project on the basis of relevant experience.

### 3.1.2 PAST PERFORMANCE:

The offeror will demonstrate that the overall contracts submitted in Paragraph 3.1.1.A for relevancy were completed at a minimum performance level of satisfactory. Submission of correspondence from previous project owners will suffice if performance evaluation forms are not available from the previous project owners. In the case of projects for government agencies, the offeror must submit that agency's performance evaluation forms. The offeror shall provide comments and ratings, as well as awards received for these projects. The offeror must provide references for each of these projects to include as a minimum the information as indicated on the form provided at the end of this section.

### 3.1.3 MANAGEMENT PLAN

The intent of the Management Plan is to assist the government in developing confidence in the offeror's ability to deliver quality constructed facilities in a safe and timely manner. The government is seeking contractors capable of performing multiple task orders at numerous locations. The number and value of task orders may range from a minimum demand, where the minimum value will be performed to the maximum demand, achieving the limit of the contract each year. The contractor must demonstrate a capability of planning, managing and performing multiple task orders to meet the maximum demand.

a. Narrative: The offeror shall provide a narrative that describes the offeror's Management Plan to successfully executing this contract. Factors to include that will be considered in the evaluation are: quality workmanship, quality control, scheduling capabilities, ability to manage and accomplish a variable work load, home office staff (such as project management, estimating and scheduling resources), on-site or field staff, coordination with subcontractors quality control and safety. The narrative must also address all phases of the construction process to include the following: notification of scope, negotiating the delivery order, mobilization, commissioning and warranty response.

b. Organization Chart: At a minimum, provide an organization chart showing position, physical location, of key personnel necessary to administer and manage the work of this contract. Identify all personnel and subcontractors included on the chart and clearly delineate on-site from off-site personnel. Indicate how the prime contractor and subcontractors interrelate and show the appropriate authority levels. Describe the home office organization, responsibilities and lines of authority. Describe your plan for managing subcontractor execution and administration.

## 3.2 COST/PRICE - VOLUME II

The offeror shall submit the proposed price schedule as required and located in Section B, "SUPPLIES OR SERVICES AND PRICES/COSTS". This schedule will be evaluated but not point scored.

### 3.3 SUBCONTRACTING - VOLUME III

The subcontracting plan will be reviewed by the Small Business Evaluation Committee (SBEC) established by the SSA. The Subcontracting Plan is part of the Source Selection Process and will be rated on a "go, no-go" basis in accordance with AL93-10. Large business concerns must submit as part of their proposal their subcontracting projections for this project. The subcontracting will only be used for the domestic portion of this contract in accordance with Far Part 19.000(b).

## 4. EVALUATION PROCESS

4.1 The evaluation of proposals will be conducted in accordance with FAR Subpart 15.3 - Source Selection. Offerors submitting proposals for this project should limit submissions to data essential for evaluation of proposals.

4.2 Proposal Compliance Review. This review will assure that all required forms and certifications are completed, and that the technical and price proposals have been received.

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

4.4 This award will be made to the offeror whom the Government determines is able to accomplish the necessary work to satisfy the objectives and requirements set forth in the Request for Proposals.

4.5 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. Do not assume you will be contacted or afforded an opportunity to clarify, discuss or revise your proposal.

4.6 TECHNICAL PROPOSAL: Volume I will be reviewed, evaluated and adjectivally rated by a Source Selection Evaluation Board established by the Source Selection Authority (SSA). Evaluation will be based solely on the evaluation factors identified above. However, in order to be effectively and equitably evaluated, the proposals must include information sufficiently detailed to clearly describe the offeror's relevant experience, past performance, management approach and financial capabilities to successfully complete the project. Requirements stated in this Request for Proposal (RFP) are the minimum, unless otherwise stated.

#### 4.6.1 RELEVANT EXPERIENCE

The Government considers submissions that demonstrate relevant experience consistent with that described in part 3.1.1 as meeting the minimum requirements of this RFP. All of the requested information must be submitted in order to be considered as meeting the requirements of this RFP. Favorable consideration will be given to those proposals that demonstrate an extensive amount of experience in this size, complexity, master planning and environmental services. Favorable consideration

will be given for diversity of projects. Additional consideration will be given for those offerors demonstrating the concurrent performance of multiple tasks within a delivery/task/job order contract. Further consideration will be given for those offerors who have performed work concurrently in dissimilar geographic locations.

#### 4.6.2 PAST PERFORMANCE

The Government considers submissions that demonstrate satisfactory or higher performance ratings through the information submitted in paragraph 3.1.2 as meeting the minimum requirements of this RFP. Favorable consideration will be given to those proposals that provide documentation of performance that is above average or outstanding.

An offeror with no past performance relevant to specific major features of this solicitation must so state. The offeror, in this case, will be scored neutral for this factor.

#### 4.6.3 MANAGEMENT PLAN

Submissions will be considered as meeting the minimum requirements of this RFP if all of the requested information is submitted. Specifically, the narrative must address the factors indicated in paragraph 3.1.3.a.

Additional consideration will be given to offerors that demonstrate completeness, reasonableness, and clear lines of authority and communication of the team members as depicted in narrative and organization charts.

Favorable consideration will be given in Quality Control for the thoroughness of the Quality Management Plan.

Additional consideration will be given to those offerors who demonstrate the ability to provide timely responses to customer requests and to perform multiple tasks concurrently.

FORM A

**FORM A. PRIME CONTRACTOR/SUBCONTRACTOR EXPERIENCE FOR OVERALL CONTRACT**

(Provide one sheet for each overall contract for up to 10 contracts)

Company name \_\_\_\_\_

Type of Contract:

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

Contract Number:

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

Size of contract (dollar amount per contract) and duration:

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

Total number of delivery orders:

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

Total dollar amount of delivery orders issued:

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

Point of Contact including phone number:

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

General Scope of Project and Relevance to this project:

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

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

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

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

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

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

Contract Value at Award/Completion: \_\_\_\_\_

Original/Final Contract Duration; \_\_\_\_\_

Section D - Packaging and Marking

PACKING, PACKAGING AND MARKING  
PACKING, PACKAGING AND MARKING REQUIREMENTS

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

All packages shall be clearly marked with the contract number.

End of Clause

(CENAB-CT MAY 1992)  
(FAR 10.004(e))  
(was0210-4029)

## Section E - Inspection and Acceptance

PAST PERFORMANCE INFORMATION M

## PAST PERFORMANCE INFORMATION MANAGEMENT SYSTEM (PPIMS)

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

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

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

End of Clause

(CENAB-CT-S/Mar 99)  
(FAR Part 42)  
(was242-4154)

## CLAUSES INCORPORATED BY REFERENCE

52.246-4                      Inspection Of Services--Fixed Price                      AUG 1996

FINAL INSPECTION AND ACCEPTANC

## FINAL INSPECTION AND ACCEPTANCE

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

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

End of Clause

(CENAB-CT MAY 1992)  
(FAR 46.503)  
(was246-4034)

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.242-15

Stop-Work Order

AUG 1989

CLAUSES INCORPORATED BY FULL TEXT

52.211-11 LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEP 2000)

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of \$TO BE DETERMINED WITH EACH ORDER per calendar day of delay [Contracting Officer insert amount].

(b) If the Government terminates this contract in whole or in part under the Default--Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default--Fixed-Price Supply and Service clause in this contract.

(End of clause)

CONTRACT PERIOD (OPTION YEARS)

CONTRACT PERIOD (Option Years)

(a) The contract awarded hereunder shall begin on the date of contract Award and shall end 365 days later for the base year, unless sooner terminated in accordance with the provisions of this contract.

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

(End of Clause)

(CENAB-OC/CT JUN 01)

(FAR 12.103)

(4075)

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

252.201-7000 Contracting Officer's Representative DEC 1991

SUMMARY FOR THE PAYMENT OFFICE  
SUMMARY FOR THE PAYMENT OFFICE

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

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

End of Clause  
was232-4131

AUTHORIZATION TO ISSUE ORDERS  
AUTHORIZATION TO ISSUE ORDERS

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

End of Clause  
  
(CENAB-CT Feb 93)  
(FAR 16.506)  
(was216-4059)

SUBMISSION OF INVOICES  
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  
MILLINTON, TN 28054-5005

(b) One copy of all invoices shall be forwarded to the following for

review and certification:

MILITARY & SFO  
ATTN: CENAB-CO-C (HERB EICHLER)  
P. O. BOX 1715  
BALTIMORE, MD 21201-1715

End of Clause

(CENAB-CT MAY 1992)  
(was0232-4028)

## Section H - Special Contract Requirements

WAGE DETERMINATION

## WAGE DETERMINATION

If a U.S. Department of Labor Wage Determination, has been included, it is titled: General Wage Decision No. (APPLICABLE WAGE RATES WILL BE INCLUDED IN THE RFP FOR DOMESTIC DELIVERY ORDERS ONLY), with all current modifications. For Construction contracts the wage rate is an attachment located at the end of Section 00800. For Supply, Service and A-E contracts the wage rate is an attachment located in Section J.

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

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

End of Clause  
(was0222-4020)

YEAR 2000 COMPLIANCE

## YEAR 2000 COMPLIANCE

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

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

(1) Perform, maintain, and provide an inventory of all major components to include structures, equipment, items, aparts, 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.

2. The following applies to Architect-Engineering contracts:

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

End of Clause  
(CENAB-CT Sep 1998)  
(FAR 39.105)  
(was239-4100)

MINIMUM/MAXIMUM AMOUNT OF CONT  
 MINIMUM/MAXIMUM AMOUNT OF CONTRACT

The government guarantees to pay a minimum total of \$59,999.99 under this contract for the base year. The cumulative (maximum) amount of orders for the same period will not exceed \$2,999,999.99 per year. The government guarantees to pay a minimum total of \$59,999.99 under this contract for each option year should they be exercised. Maximum limitations for each of the option years, should they be exercised, shall not exceed \$2,999,999.99 per option year.

End of Clause

(CENAB-CT/ MAR 1995)  
 (EFARS 16.504)  
 (was216-4049)

END ITEMS OF SMALL BUSINESSES  
 END ITEMS OF SMALL BUSINESSES

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

Clarification is also made of the provisions FAR 52.212-0003 (Offeror Representations and Certifications - Commercial Items) (FEB 2000) or FAR 52. 219-0001 (Small Business Program Representations) (MAY 1999) when referring to the "Small Business Concern Representation". If the small business assembles the system or equipment (even though the components are from large businesses), the small business can certify that, "it will furnish all end items which are manufactured or produced by a small business concern in the United States".

End of Clause

(CENAB-CT SEP 00)  
 (FAR 19.5)  
 (was219-4081)

REQUIRED INSURANCE FOR GVT INS  
 REQUIRED INSURANCE FOR GVT 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.

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

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUN 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	OCT 2003
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	JAN 2002
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	DEC 2003
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-14	Rights in Data--General	JUN 1987
52.227-17	Rights In Data-Special Works	JUN 1987
52.228-1	Bid Guarantee	SEP 1996
52.228-2	Additional Bond Security	OCT 1997
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.228-11	Pledges Of Assets	FEB 1992
52.228-14	Irrevocable Letter of Credit	DEC 1999
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984

52.232-17	Interest	JUN 1996
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.246-25	Limitation Of Liability--Services	FEB 1997
52.248-1	Value Engineering	FEB 2000
52.249-2	Termination For Convenience Of The Government (Fixed- Price)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	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
252.204-7004 Alt A	Required Central Contractor Registration Alternate A	NOV 2003
252.205-7000	Provision 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
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003
252.227-7000	Non-estoppel	OCT 1966
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7004	DOD Progress Payment Rates	OCT 2001
252.242-7000	Postaward Conference	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7015 Alt I	Requirements Alternate I	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAY 2002

#### CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **Date of Contract Award** through 365 days.

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

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

(End of clause)

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

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$5,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

3. Any order for a single item in excess of \$2,999,999.99;

(2) Any order for a combination of items in excess of \$2,999,999.99; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

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

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be

completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **12 months from the contract expiration date.**

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days from the contract ending period.

(End of clause)

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

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

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION  
Employee Class Monetary Wage-Fringe Benefits

Environmental Technician - \$16.38  
Graphics Design Specialist - \$24.24  
Computer Programmer - \$24.24  
Engineering Technician - \$20.04  
Administrative Assistant - \$18.14  
Laboratory Technician - 14.74  
Civil Engineering Technician - \$16.38  
Duplicating Machine Operator - \$10.53

(End of clause)

52.222-49 SERVICE CONTRACT ACT--PLACE OF PERFORMANCE UNKNOWN (MAY 1989)

(a) This contract is subject to the Service Contract Act, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following (wage determinations will be issued with all task order expected to be performed in the U.S.). The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing.

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested

and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

SAMPLE SUB-CONTRACTING PLAN

**SAMPLE SUB-CONTRACTING PLAN**

MINIMUM DATA REQUIRED FOR SUBMISSION  
OF A SUBCONTRACTING PLAN

1. **IFB/RFP/Solicitation/Contract Number.** W912DR-04-R-0053 Indefinite Delivery/Indefinite Quantity Planning and Environmental Services Contract for the Department of Defense Education Activity (DoDEA).

Company Name \_\_\_\_\_

President of Co. Name \_\_\_\_\_

Telephone Number \_\_\_\_\_

Subcontract Administrator Name \_\_\_\_\_

Telephone Number \_\_\_\_\_

Total Amount of Contract \$ \_\_\_\_\_

Total Amount to be subcontracted for Base Year

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

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

Amount to be subcontracted to Small Businesses:

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

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

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

Amount to be subcontracted to Women-Owned Small Businesses:

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

Amount to be subcontracted to Hubzone Small Business

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

Amount to be subcontracted to Veteran Owned Small Business:

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

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

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

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

12. A recitation of types of records to demonstrate procedures adopted to comply with requirements and floors set forth in the plan; sources lists, etc.

NOTES:

Subcontracting plans are NOT required from Small Businesses

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

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

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

Revised 05/01PH

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	APR 1991
52.222-38	Compliance With Veterans' Employment Reporting Requirements	DEC 2001
52.227-15	Representation of Limited Rights Data And Restricted Computer Software	MAY 1999
252.204-7001	Commercial And Government Entity (CAGE) Code Reporting	AUG 1999
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998

CLAUSES INCORPORATED BY FULL TEXT

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 paragraph (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 (MAY 2004) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 923110.

(2) The small business size standard is \$6.0 million.

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

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

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

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

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

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

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:\_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

\_\_\_\_ Black American.

\_\_\_\_ Hispanic American.

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

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

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

\_\_\_\_ Individual/concern, other than one of the preceding.

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled 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)

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

The offeror represents that

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

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

(End of provision)

## 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 units (STU IIIs);

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

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

(v) Sensitive 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 Controlled by a Foreign Government	Description of Interest, Ownership Percentage, and 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)

STANDARD FORM LLL, DISCLOSURE  
STANDARD FORM LLL, DISCLOSURE OF LOBBYING ACTIVITIES LOCATION

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

End of Clause

(CENAB-CT/APR 97)  
(FAR 3) (was203-4153)

CERTIFICATE OF CORPORATE AUTHORITY  
CERTIFICATE OF CORPORATE AUTHORITY

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

CERTIFICATE

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

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

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

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

(was204-4005)

# DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB  
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. CONTRACT <input type="checkbox"/> b. GRANT <input type="checkbox"/> c. COOPERATIVE AGREEMENT <input type="checkbox"/> d. LOAN <input type="checkbox"/> e. LOAN GUARANTEE <input type="checkbox"/> f. LOAN INSURANCE	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. BID/OFFER/APPLICATION <input type="checkbox"/> b. INITIAL AWARD <input type="checkbox"/> c. POST-AWARD	<b>3. Report Type</b> <input type="checkbox"/> a. INITIAL FILING <input type="checkbox"/> b. MATERIAL CHANGE <b>FOR MATERIAL CHANGE ONLY:</b> YEAR _____ QUARTER _____ DATE OF LAST REPORT _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> PRIME <input type="checkbox"/> SUBAWARDEE TIER _____, <i>IF KNOWN:</i>  Congressional District, <i>if known:</i> _____	<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of</b>    Congressional District, <i>if known:</i> _____	
<b>6. Federal Department/Agency</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, <i>if applicable:</i> _____	
<b>8. Federal Action Number if known:</b> _____	<b>9. Award Amount if known:</b> \$ _____	
<b>10a. Name and Address of Lobbying Entity</b> <i>(If individual, last name, first name, MI)</i>	<b>b. Individual Performing Services</b> <i>(including address if different from No. 10A) (last name, first name, MI)</i>	
<i>(attach Continuation sheet(s) SF LLL-A, if necessary)</i>		
<b>11. Amount of Payment</b> <i>(check all that apply):</i> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	<b>13. Type of Payment</b> <i>(check all that apply):</i> <input type="checkbox"/> a. RETAINER <input type="checkbox"/> b. ONE-TIME FEE <input type="checkbox"/> c. COMMISSION <input type="checkbox"/> d. CONTINGENT FEE <input type="checkbox"/> e. DEFERRED <input type="checkbox"/> f. OTHER; SPECIFY: _____	
<b>12. Form of Payment</b> <i>(check all that apply):</i> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
<b>14. Brief Description of Services performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:</b>          <i>(attach Continuation sheet(s) SF LLL-A, if necessary)</i>		
<b>15. Continuation Sheet(s) SF-LLL-A attached:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	<b>Signature:</b> _____ <b>Printed Name:</b> _____ <b>Title:</b> _____ <b>Telephone No.:</b> _____ <b>Date:</b> _____	
<b>Federal Use Only:</b>		AUTHORIZED FOR LOCAL REPRODUCTION Standard Form - LLL

## INSTRUCTIONS

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

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

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



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

CENAB-CT

June 5, 2002

MEMORANDUM FOR ALL CONTRACTORS

SUBJECT: Central Contractor Registration (CCR)

1. Reference memorandum, CEDB, dated June 26, 1997, subject: Central Contractor Registration.
2. The purpose of this memorandum is to advise all contractors that your company must be registered in the CCR or you will not be awarded a Federal contract.
3. The Debt Collection Improvement Act of 1996, requires Federal agencies to have the Taxpayer Identification Number (TIN) for every contractor and to pay every contractor through electronic funds transfer. The CCR registration was also created to be the single source of contractor data for the entire DoD, to avoid administrative duplication and allow contractors to take responsibility for the accuracy of their own business information supplying it through a single registration.
4. CCR allows Federal Government contractors to provide basic information, capabilities, and financial information one time to the government. This requirement applies to all solicitations and awards. The only exemptions will be for purchases made with the Government wide commercial purchase card, contracting offices located outside the U.S., classified contracts, and contracts executed to support contingency or emergency operations.
5. The Department of Defense (DoD) has implemented the capability for contractors to register in the CCR through the World Wide Web. For information regarding CCR registration, the CCR Web site may be accessed at <http://www.ccr.gov/index.cfm> . Other information regarding registration can be obtained through CCR Assistance Center (CCRAC) at 1-888-227-2423. A paper form for registration may be obtained from the DoD Electronic Commerce Information Center at 1-800-334-3414. (Note: Companies that do not wish to conduct electronic commerce with the Federal Government at this time can reduce the amount of information they must provide by answering "no" to the question "Are you Electronic Data Interchange capable?")

CENAB-CT

SUBJECT: Central Contractor Registration (CCR)

6. Effective immediately, the use of DUNS+4 numbers to identify vendors is limited to identifying different CCR records for the same vendor at the same physical location. For example a vendor could have two records for themselves at the same physical location to identify two separate bank accounts.

- Vendors wishing to register their subsidiaries and other entities, should ensure that each additional location obtains a separate DUNS number from Dun & Bradstreet. Dun & Bradstreet can be contacted at 1-800-333-0505.

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

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

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

## Section L - Instructions, Conditions and Notices to Bidders

## CLAUSES INCORPORATED BY REFERENCE

52.215-1 Alt I	Instructions to Offerors--Competitive Acquisition (Jan 2004) - OCT 1997 Alternate I	
52.237-1	Site Visit	APR 1984
252.204-7004 Alt A	Required Central Contractor Registration Alternate A	NOV 2003

## CLAUSES INCORPORATED BY FULL TEXT

## 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an [Indefinite Delivery/Indefinite Quantity Planning and Environmental Services](#) contract resulting from this solicitation.

(End of clause)

SUBCONTRACTING PLAN SUBMISSION  
SUBCONTRACTING PLAN SUBMISSION

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

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

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

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

(e) Contractors should use as a guide, the sample format included in Section K.

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

45 % 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 % shall be placed with small disadvantaged business concerns, to include HBCU/MI's.

10 % to be placed with women owned small businesses;

3 % to be placed with HUBZones small businesses;

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

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

End of Clause

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

EVIDENCE OF AUTHORITY TO SIGN

EVIDENCE OF AUTHORITY TO SIGN BIDS/PROPOSALS

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

End of Clause

(CENAB-OC APR 1984)  
(FAR 4.102)  
(was0204-4008)

ARITHMETIC DISCREPANCIES (EFAR

ARITHMETIC DISCREPANCIES (EFARS 52.0214-5000)

(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 Clause

(CENAB-CT MAY 1995)  
(EFARS 14.406-2)  
(was214-4009)

CAUTION TO BIDDERS--BID ERRORS  
CAUTION TO BIDDERS--BID ERRORS

You are cautioned to exercise extreme care in preparation of your bid. Errors in bids are costly and could result in substantial loss to you as well as delayed award of contracts. Actions you can take to avoid errors are:

- (a) Make sure your bid takes into consideration all amendments to the IFB. If you are uncertain whether you have received all amendments, call the Baltimore District Office, telephone 410-962-3464 or 410-962-5638, in time to obtain any missing amendment.
- (b) If you feel bidding requirements are unclear, contact the Baltimore District Office in writing for an explanation before preparing and submitting your bid.
- (c) Verify all quantities and prices, especially quotations from subcontractors. Make sure no line items have been overlooked in recapitulating. Have your bid reviewed by qualified personnel other than those preparing the bid.
- (d) Retain all original notes, subcontractor quotations, estimates, and summary worksheets from which your bid was prepared. If you have made a mistake in bid, you will need these papers to determine the nature and amount of an error and to support any request you may make for special relief.

End of Clause

(FAR 14.301/JUN 93)  
(was214-4010)

DELIVERY OF BIDS/PROPOSALS  
DELIVERY OF BIDS/PROPOSALS

Bids/Proposals may be delivered in person to the U.S. Army Corps of Engineers, Baltimore District, Contracting Division-Room 7000, City Crescent Building, 10 South Howard Street, Baltimore, Maryland 21201.

End of Clause

(CENAB-CT JUL 1993)  
(FAR 14.302)  
(was214-4024)

SERVICE OF PROTEST  
SERVICE OF PROTEST

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

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

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

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

End of Clause

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

Section M - Evaluation Factors for Award

AWARD TO SINGLE BIDDER  
AWARD TO SINGLE BIDDER

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

End of Clause

(CENAB-CT JUL 1997B)  
(FAR 14.201-5)  
(was214-4016)

SUBCONTRACTING PLAN EVALUATION  
SUBCONTRACTING PLAN EVALUATION

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

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

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

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

End of Clause

(CENAB-CT JUL 1996)  
(AFARS 19.7)  
(was219-4077)

EVALUATION OF F.O.B. DESTINATI  
EVALUATION OF F.O.B. DESTINATION

The items called for in Section B of this solicitation shall be delivered f.o.b. destination. Bids/Offer submitted on a basis other than f.o.b. destination will be rejected as nonresponsive.

End of Clause

(CENAB-CT JUNE 1992)  
(FAR 47.305-4(b))  
(was0247-4042)