



US Army Corps  
of Engineers  
Baltimore District

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**SOLICITATION FOR**

**POPLAR ISLAND HABITAT,  
RESTORATION PROJECT,  
CELL 3D WETLAND PLANTING**

**TALBOT COUNTY, MARYLAND**

REQUEST FOR PROPOSAL: **W912DR-04-R-0059**

DATE: **AUG 03, 2004**

***THIS PROCUREMENT IS UNRESTRICTED.***

SUBMITTAL OF BIDS: BIDS ARE TO BE SUBMITTED IN DUPLICATE. BIDDERS ARE TO SUBMIT THE FOLLOWING:

- (1) SECTION B - STANDARD FORM 33 & BID SCHEDULE
- (2) SECTION L - INSTRUCTIONS TO OFFERORS
- (3) SECTION K - REPRESENTATIONS AND CERTIFICATIONS

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1   67	
2. CONTRACT NO.		3. SOLICITATION NO. W912DR-04-R-0059	4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 03 Aug 2004	6. REQUISITION/PURCHASE NO. W81W3G-4191-1138		
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 see Sec 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>Room 7000</u> until <u>04:00 PM</u> local time <u>03 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 TERRI QUICK		B. TELEPHONE (Include area code) (NO COLLECT CALLS) (410)962-2708		C. E-MAIL ADDRESS theresa.s.quick@nab02.usace.army.mil	
<b>11. TABLE OF CONTENTS</b>							
(X) SEC.	DESCRIPTION			PAGE(S)	(X) SEC.	DESCRIPTION	
<b>PART I - THE SCHEDULE</b>				<b>PART II - CONTRACT CLAUSES</b>			
X	A	SOLICITATION/ CONTRACT FORM		1	X	I	CONTRACT CLAUSES
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS		2	<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</b>		
	C	DESCRIPTION/ SPECS./ WORK STATEMENT			X	J	LIST OF ATTACHMENTS
X	D	PACKAGING AND MARKING		3	<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>		
X	E	INSPECTION AND ACCEPTANCE		4	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS
X	F	DELIVERIES OR PERFORMANCE		5			
X	G	CONTRACT ADMINISTRATION DATA		6 - 7	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS
X	H	SPECIAL CONTRACT REQUIREMENTS		8 - 10	X	M	EVALUATION FACTORS FOR AWARD
<b>OFFER (Must be fully completed by offeror)</b>							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)							
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>				17. SIGNATURE	
						18. OFFER DATE	
<b>AWARD (To be completed by Government)</b>							
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT		21. ACCOUNTING AND APPROPRIATION		
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )					23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM
24. ADMINISTERED BY (If other than Item 7) CODE				25. PAYMENT WILL BE MADE BY CODE			
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:					27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

**Section B - Bid Schedule**

UNIT PRICE SCHEDULE

Item No.	Description	Estimated Quantity	Unit	Price	Amount
0001	Mobilization and Demobilization	----	JOB	L.S.	\$_____
0002	Reimbursement of Performance Bonds	----	JOB	L.S.	\$_____
0003	Wetland, Habitat Island, and Dike Planting	----	JOB	L.S.	\$_____
0004	Plants and Materials for Volunteer Planting	----	JOB	L.S.	\$_____
0005	Dike Seeding	11,000	SY	\$_____	\$_____
0006	Erosion Control Material	11,000	SY	\$_____	\$_____
TOTAL ESTIMATED BASE BID AMOUNT					\$_____

Section D - 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))  
(was 52.210-4029)

## Section E - Inspection and Acceptance

## CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-4	Inspection Of Services--Fixed Price	AUG 1996

**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)  
(was 52.242-4154)

**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)  
(was 52.246-4034)

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 in the amount of five hundred and fifty-five dollars (\$555.00) per calendar day of delay.

(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)

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**CONTRACT PERFORMANCE PERIOD**

The contract awarded hereunder shall begin 30 September 2004 or the date of contract award, whichever is earlier, and shall end approximately four hundred (400) calendar days after contract award, unless terminated in accordance with the provisions of this contract.

End of Clause

(CENAB-CT SEP 1994)

(FAR 12.103)

(was 52.212-4017)

## Section G - Contract Administration Data

## CLAUSES INCORPORATED BY FULL TEXT

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

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

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

(End of clause)

**SUBMISSION OF INVOICES**

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

USACE - Finance Center  
ATTN: Disbursing  
5722 Integrity Drive  
Millington, TN 28054-5005

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

USAED - Baltimore District  
ATTN: CENAB-OP (J. McKee)  
P. O. Box 1715  
Baltimore, MD 21203-1715

End of Clause

(CENAB-CT MAY 1992)  
(was 52.232-4028)

**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

(was 52.232-4131)

## Section H - Special Contract Requirements

**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)  
(was 52.219-4081)

**WAGE DETERMINATION**

If a U.S. Department of Labor Wage Determination, has been included, it is titled General Wage Decision No. 94-2097 (Rev. 18) dated 5 June 2003, with all current modifications. For Supply/Service 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 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  
(was 52.222-4020)

**LOCAL LABOR PREFERENCE**

In the performance of work included in the contract, the Contractor shall, in procurement of supplies and equipment, awarding subcontracts, and in the employment of laborers and mechanics, give first priority to those residing in or doing business for the U. S. Army Corps of Engineers, Baltimore District during 2004. This clause shall be included in all subcontracts awarded. Failure of the Contractor to comply with the requirements of this provision may result in termination of the contract.

End of Clause  
(CENAB-CT/ OCT 91)  
(P.L. 93-288)  
(was 52.222-4072)

**REQUIRED INSURANCE FOR GOVERNMENT INSTALLATION & DREDGING**

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

COVERAGE FOR GOVERNMENT INSTALLATION

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

COVERAGE FOR DREDGING

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

Workers' Compensation and Employer's Liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled 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))

#### **PLANT AND MATERIAL REMOVAL AFTER CONTRACT TERMINATION**

Should this contract be terminated as provided in clause 52.232-5001 (52.232-4080) because of failure of Congress to provide additional funds for its completion, the contractor may be permitted to remove plant and material on which payments for preparatory work have been made, subject to an equitable deduction from the amounts due the contractor to reimburse the United States for the unabsorbed value of such plant and material.

End of Clause

(CENAB-CT-S DEC 95)  
(was 52.236-4046)  
(EFARS 52.0236-5000)

#### **YEAR 2000 COMPLIANCE**

The following applies to Supply, Service and Construction contracts:

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

- (1) Perform, maintain, and provide an inventory of all major components to include structures, equipment, items, parts, and furnishings under this contract and each task/delivery order, which may be affected by the Y2K compliance requirement.
- (2) Indicate whether each component is currently Year 2000 compliant or requires an upgrade for compliance prior to government acceptance.

The following applies to Architect-Engineering contracts:

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

End of Clause

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

## 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
52.209-6	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
52.215-14	Integrity of Unit Prices	OCT 1997
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JAN 1999
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9 Alt II	Small Business Subcontracting Plan (Jan 2002) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.223-5	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
52.225-3	Buy American Act--North American Free Trade Agreement--Israeli Trade Act	JAN 2004
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
52.228-2	Additional Bond Security	OCT 1997
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
52.233-3	Protest After Award	AUG 1996
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.244-6	Subcontracts for Commercial Items	JUL 2004
52.248-1	Value Engineering	FEB 2000
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
252.205-7000	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
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	APR 2003
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003
252.231-7000	Supplemental Cost Principles	DEC 1991
252.242-7000	Postaward Conference	DEC 1991
252.242-7004	Material Management And Accounting System	DEC 2000
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7018	Subcontracting	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

#### CLAUSES INCORPORATED BY FULL TEXT

52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule (excluding the specifications).
- (b) Representations and other instructions.
- (c) Contract clauses.
- (d) Other documents, exhibits, and attachments.

(e) The specifications.

(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

Laborers	@	\$10.85
Laborer, Grounds Maintenance	@	\$12.84

(End of clause)

52.228-1 BID GUARANTEE (SEP 1996)

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

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

(c) The amount of the bid guarantee shall be **thirty (30%)** percent of the bid price or **three million dollars (\$3,000,000.00)**, whichever is less.-

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

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

(End of clause)

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

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

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

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

(End of clause)

52.228-16 PERFORMANCE BONDS--OTHER THAN CONSTRUCTION (JUL 2000) - ALTERNATE I (JUL 2000)

(a) Definitions. As used in this clause-

"Original contract price" means the award price of the contract or, for requirements contracts, the price payable for the estimated quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) The Contractor shall furnish a performance bond (Standard Form 1418) for the protection of the Government in an amount equal to **one hundred (100%)** percent of the original contract price.

(c) The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within **ten (10)** days, but in any event, before starting work.

(d) The Government may require additional performance bond protection if the contract price is increased. The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(e) The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register, or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW., 2nd Floor, West Wing, Washington, DC 20227.

(End of clause)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

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

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

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

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

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

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

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

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

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

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

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

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

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

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a

proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

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

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

(End of Clause)

52.233-1 DISPUTES. (JUL 2002) -- ALTERNATE I (DEC 1991)

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

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

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

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

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

(A) Exceeding \$100,000; or

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

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

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

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

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data

are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.

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

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

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

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use ADR. If the Contractor refuses an offer for alternative disputes resolution, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request. When using arbitration conducted pursuant to 5 U.S.C. 575-580, or when using any other ADR technique that the agency elects to handle in accordance with the ADRA, any claim, regardless of amount, shall be accompanied by the certification described in subparagraph (d)(2)(iii) of this clause, and executed in accordance with subparagraph (d)(3) of this clause.

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

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

(End of clause)

#### 52.243-1 CHANGES--FIXED-PRICE (AUG 1987) - ALTERNATE II (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Description of services to be performed.

(2) Time of performance (i.e., hours of the day, days of the week, etc.).

(3) Place of performance of the services.

(4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government, in accordance with the drawings, designs, or specifications.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any

part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of clause)

#### 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 49.001 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (g) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (f) of this clause:

(1) The contract price for completed supplies or services accepted by the Government (or sold or acquired under subparagraph (b)(9) of this clause) not previously paid for, adjusted for any saving of freight and other charges.

(2) The total of--

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (f)(1) of this clause;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(2)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(2)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it

appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(3) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

(End of clause)

52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)  
(APR 1984)

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Government shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

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

or by contacting Terri Quick by email at [theresa.s.quick@nab02.usace.army.mil](mailto:theresa.s.quick@nab02.usace.army.mil)

(End of clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION ALTERNATE A (NOV 2003)

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

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

“Commercial and Government Entity (CAGE) code” means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR database” means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records “Active.”

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

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Table of Contents

1. PAR Form
2. Wage Rate
3. Bid Bond Form (SF 24)
4. CCR Memorandum
5. LLL Form
6. EFT Form
7. Subcontracting Plan Format Example
8. Site Visit Information

**PAR Form**

## Performance Assessment Report

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Interim  Final  Addendum      Period Report:      From:      To:

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### SECTION I

**1a. Contractor**  
Division:  
Street 1:  
Street 2:  
Street 3:  
City:  
State:  
Zip:  
Country:  
Place of Performance

**1b. CAGE:**  
**1c. DUNS:**

**2a. Contract Number:**  
**2b. Modification Number**  
**2c. Del/Task Order No:**  
**2d. Initial Value: \$**  
(Base + Options)  
**2e. Current Value: \$**  
**3a. Award Date**  
**3b. Completion Date:**

### SECTION II

**4a. Contractor POC**      **4b. Gov't Contract Specialist/Administrator**

Last	First	MI	Last	First	MI
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Name:  
Position/Title:  
MACOM:  
Street 1:  
Street 2:  
Street 3:  
City:  
State:  
Zip:  
Country:  
Comm:  
DSN:  
Fax Comm:  
Fax DSN:  
Intl. :  
Intl Fax:  
Email:

**Section III**

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

**SECTION IV**

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

11.a FSCs:

11.b SICs:

12. Description of Requirement:

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13. Sub-Contractors:

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

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

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

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Ratings:

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

**Ratings**

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

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

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

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**b.** Schedule

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**c.** Cost Control

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**d.** Business Relations

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**e.** Management of Key Personnel



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

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

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

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

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**Wage Rate**

WAGE DETERMINATION DECISION  
OF THE SECRETARY OF LABOR

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

**Decision No. 94-2097 (Rev. 18) dated 5 June 2003**

States: Delaware, Maryland, New Jersey

Area: Delaware Counties of Kent, New Castle, Maryland Counties of Caroline, Cecil, Dorchester, Kent, Talbot, New Jersey County of Salem

**WAGE DETERMINATION NO: 94-2097 REV (18) AREA: DE, WILMINGTON**

WAGE DETERMINATION NO: 94-2097 REV (18) AREA: DE, WILMINGTON  
REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR  
\*\*\*FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL\*\*\*  
WASHINGTON D.C. 20210

William W. Gross      Division of  
Director              Wage Determinations

Wage Determination No.: 1994-2097  
Revision No.: 18  
Date Of Last Revision: 06/05/2003

States: Delaware, Maryland, New Jersey  
Area: Delaware Counties of Kent, New Castle  
Maryland Counties of Caroline, Cecil, Dorchester, Kent, Talbot  
New Jersey County of Salem

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

<b>OCCUPATION CODE - TITLE</b>	<b>MINIMUM WAGE RATE</b>
<b>01000 - Administrative Support and Clerical Occupations</b>	
01011 - Accounting Clerk I	10.91
01012 - Accounting Clerk II	12.59
01013 - Accounting Clerk III	14.91
01014 - Accounting Clerk IV	16.32
01030 - Court Reporter	16.32
01050 - Dispatcher, Motor Vehicle	16.16
01060 - Document Preparation Clerk	12.59
01070 - Messenger (Courier)	10.78
01090 - Duplicating Machine Operator	12.59
01110 - Film/Tape Librarian	13.72
01115 - General Clerk I	9.54
01116 - General Clerk II	11.93
01117 - General Clerk III	12.51
01118 - General Clerk IV	14.96
01120 - Housing Referral Assistant	18.67
01131 - Key Entry Operator I	11.22
01132 - Key Entry Operator II	14.71
01191 - Order Clerk I	11.39
01192 - Order Clerk II	14.25
01261 - Personnel Assistant (Employment) I	12.59
01262 - Personnel Assistant (Employment) II	14.91
01263 - Personnel Assistant (Employment) III	16.32
01264 - Personnel Assistant (Employment) IV	17.43
01270 - Production Control Clerk	17.43
01290 - Rental Clerk	14.91
01300 - Scheduler, Maintenance	15.42
01311 - Secretary I	15.42
01312 - Secretary II	16.86
01313 - Secretary III	18.67
01314 - Secretary IV	19.63
01315 - Secretary V	22.16
01320 - Service Order Dispatcher	14.50
01341 - Stenographer I	16.28

01342 - Stenographer II	17.12
01400 - Supply Technician	19.63
01420 - Survey Worker (Interviewer)	12.84
01460 - Switchboard Operator-Receptionist	13.81
01510 - Test Examiner	16.86
01520 - Test Proctor	16.86
01531 - Travel Clerk I	10.47
01532 - Travel Clerk II	11.40
01533 - Travel Clerk III	12.32
01611 - Word Processor I	13.24
01612 - Word Processor II	14.79
01613 - Word Processor III	16.22
<b>03000 - Automatic Data Processing Occupations</b>	
03010 - Computer Data Librarian	13.42
03041 - Computer Operator I	15.73
03042 - Computer Operator II	17.33
03043 - Computer Operator III	20.68
03044 - Computer Operator IV	22.05
03045 - Computer Operator V	24.99
03071 - Computer Programmer I (1)	19.34
03072 - Computer Programmer II (1)	22.51
03073 - Computer Programmer III (1)	26.95
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	27.62
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	14.98
<b>05000 - Automotive Service Occupations</b>	
05005 - Automotive Body Repairer, Fiberglass	16.46
05010 - Automotive Glass Installer	15.27
05040 - Automotive Worker	17.44
05070 - Electrician, Automotive	18.11
05100 - Mobile Equipment Servicer	16.06
05130 - Motor Equipment Metal Mechanic	18.80
05160 - Motor Equipment Metal Worker	17.44
05190 - Motor Vehicle Mechanic	18.81
05220 - Motor Vehicle Mechanic Helper	15.38
05250 - Motor Vehicle Upholstery Worker	16.74
05280 - Motor Vehicle Wrecker	17.44
05310 - Painter, Automotive	18.11
05340 - Radiator Repair Specialist	17.44
05370 - Tire Repairer	13.58
05400 - Transmission Repair Specialist	18.80
<b>07000 - Food Preparation and Service Occupations</b>	
(not set) - Food Service Worker	10.65
07010 - Baker	11.66
07041 - Cook I	11.14
07042 - Cook II	12.10
07070 - Dishwasher	8.93
07130 - Meat Cutter	16.23
07250 - Waiter/Waitress	9.39
<b>09000 - Furniture Maintenance and Repair Occupations</b>	
09010 - Electrostatic Spray Painter	19.04
09040 - Furniture Handler	15.27
09070 - Furniture Refinisher	19.04

09100 - Furniture Refinisher Helper	16.02
09110 - Furniture Repairer, Minor	17.53
09130 - Upholsterer	19.04
<b>11030 - General Services and Support Occupations</b>	
11030 - Cleaner, Vehicles	10.29
11060 - Elevator Operator	10.91
11090 - Gardener	12.72
11121 - House Keeping Aid I	9.75
11122 - House Keeping Aid II	10.75
11150 - Janitor	11.00
11210 - Laborer, Grounds Maintenance	12.21
11240 - Maid or Houseman	9.76
11270 - Pest Controller	12.58
11300 - Refuse Collector	11.17
11330 - Tractor Operator	12.63
11360 - Window Cleaner	11.71
<b>12000 - Health Occupations</b>	
12020 - Dental Assistant	12.48
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	12.62
12071 - Licensed Practical Nurse I	12.99
12072 - Licensed Practical Nurse II	13.95
12073 - Licensed Practical Nurse III	15.61
12100 - Medical Assistant	11.61
12130 - Medical Laboratory Technician	12.77
12160 - Medical Record Clerk	12.77
12190 - Medical Record Technician	15.28
12221 - Nursing Assistant I	9.36
12222 - Nursing Assistant II	10.29
12223 - Nursing Assistant III	11.00
12224 - Nursing Assistant IV	11.59
12250 - Pharmacy Technician	12.50
12280 - Phlebotomist	12.77
12311 - Registered Nurse I	19.33
12312 - Registered Nurse II	23.66
12313 - Registered Nurse II, Specialist	23.66
12314 - Registered Nurse III	28.60
12315 - Registered Nurse III, Anesthetist	28.60
12316 - Registered Nurse IV	34.30
<b>13000 - Information and Arts Occupations</b>	
13002 - Audiovisual Librarian	21.54
13011 - Exhibits Specialist I	18.17
13012 - Exhibits Specialist II	23.95
13013 - Exhibits Specialist III	27.18
13041 - Illustrator I	18.17
13042 - Illustrator II	23.95
13043 - Illustrator III	27.18
13047 - Librarian	24.14
13050 - Library Technician	13.17
13071 - Photographer I	14.62
13072 - Photographer II	16.59
13073 - Photographer III	21.27
13074 - Photographer IV	24.17
13075 - Photographer V	30.51
<b>15000 - Laundry, Dry Cleaning, Pressing and Related Occupations</b>	
15010 - Assembler	7.23

15030 - Counter Attendant	7.23
15040 - Dry Cleaner	8.61
15070 - Finisher, Flatwork, Machine	7.23
15090 - Presser, Hand	7.23
15100 - Presser, Machine, Dry Cleaning	7.23
15130 - Presser, Machine, Shirts	7.23
15160 - Presser, Machine, Wearing Apparel, Laundry	7.23
15190 - Sewing Machine Operator	9.20
15220 - Tailor	9.82
15250 - Washer, Machine	7.80
<b>19000 - Machine Tool Operation and Repair Occupations</b>	
19010 - Machine-Tool Operator (Tool Room)	20.94
19040 - Tool and Die Maker	24.29
<b>21000 - Material Handling and Packing Occupations</b>	
21010 - Fuel Distribution System Operator	16.50
21020 - Material Coordinator	19.08
21030 - Material Expediter	19.08
21040 - Material Handling Laborer	12.52
21050 - Order Filler	12.31
21071 - Forklift Operator	14.92
21080 - Production Line Worker (Food Processing)	16.11
21100 - Shipping/Receiving Clerk	13.78
21130 - Shipping Packer	14.22
21140 - Store Worker I	11.18
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	14.84
21210 - Tools and Parts Attendant	16.02
21400 - Warehouse Specialist	16.11
<b>23000 - Mechanics and Maintenance and Repair Occupations</b>	
23010 - Aircraft Mechanic	19.82
23040 - Aircraft Mechanic Helper	16.02
23050 - Aircraft Quality Control Inspector	21.90
23060 - Aircraft Servicer	17.53
23070 - Aircraft Worker	18.30
23100 - Appliance Mechanic	19.04
23120 - Bicycle Repairer	16.17
23125 - Cable Splicer	23.54
23130 - Carpenter, Maintenance	19.04
23140 - Carpet Layer	18.30
23160 - Electrician, Maintenance	22.32
23181 - Electronics Technician, Maintenance I	16.26
23182 - Electronics Technician, Maintenance II	25.26
23183 - Electronics Technician, Maintenance III	27.09
23260 - Fabric Worker	17.53
23290 - Fire Alarm System Mechanic	19.82
23310 - Fire Extinguisher Repairer	17.06
23340 - Fuel Distribution System Mechanic	21.80
23370 - General Maintenance Worker	18.30
23400 - Heating, Refrigeration and Air Conditioning Mechanic	22.68
23430 - Heavy Equipment Mechanic	19.82
23440 - Heavy Equipment Operator	19.82
23460 - Instrument Mechanic	20.69
23470 - Laborer	14.04
23500 - Locksmith	19.04
23530 - Machinery Maintenance Mechanic	22.33
23550 - Machinist, Maintenance	19.20

23580 - Maintenance Trades Helper	16.02
23640 - Millwright	23.94
23700 - Office Appliance Repairer	19.88
23740 - Painter, Aircraft	19.04
23760 - Painter, Maintenance	19.04
23790 - Pipe Fitter, Maintenance	24.74
23800 - Plumber, Maintenance	21.90
23820 - Pneudraulic Systems Mechanic	20.69
23850 - Rigger	20.69
23870 - Scale Mechanic	19.12
23890 - Sheet-Metal Worker, Maintenance	19.82
23910 - Small Engine Mechanic	18.30
23930 - Telecommunication Mechanic I	19.82
23931 - Telecommunication Mechanic II	20.54
23950 - Telephone Lineman	19.82
23960 - Welder, Combination, Maintenance	20.69
23965 - Well Driller	20.69
23970 - Woodcraft Worker	20.69
23980 - Woodworker	17.53
<b>24000 - Personal Needs Occupations</b>	
24570 - Child Care Attendant	11.78
24580 - Child Care Center Clerk	14.69
24600 - Chore Aid	8.29
24630 - Homemaker	16.33
<b>25000 - Plant and System Operation Occupations</b>	
25010 - Boiler Tender	23.83
25040 - Sewage Plant Operator	20.94
25070 - Stationary Engineer	23.83
25190 - Ventilation Equipment Tender	16.02
25210 - Water Treatment Plant Operator	19.04
<b>27000 - Protective Service Occupations</b>	
(not set) - Police Officer	23.19
27004 - Alarm Monitor	14.60
27006 - Corrections Officer	19.61
27010 - Court Security Officer	20.30
27040 - Detention Officer	19.61
27070 - Firefighter	20.30
27101 - Guard I	10.23
27102 - Guard II	16.39
<b>28000 - Stevedoring/Longshoremen Occupations</b>	
28010 - Blocker and Bracer	18.40
28020 - Hatch Tender	18.40
28030 - Line Handler	18.40
28040 - Stevedore I	17.63
28050 - Stevedore II	19.78
<b>29000 - Technical Occupations</b>	
21150 - Graphic Artist	21.28
29010 - Air Traffic Control Specialist, Center (2)	30.02
29011 - Air Traffic Control Specialist, Station (2)	20.71
29012 - Air Traffic Control Specialist, Terminal (2)	22.80
29023 - Archeological Technician I	15.73
29024 - Archeological Technician II	17.62
29025 - Archeological Technician III	21.79
29030 - Cartographic Technician	25.04
29035 - Computer Based Training (CBT) Specialist/ Instructor	28.19

29040 - Civil Engineering Technician	21.27
29061 - Drafter I	12.40
29062 - Drafter II	16.65
29063 - Drafter III	18.17
29064 - Drafter IV	26.19
29081 - Engineering Technician I	17.20
29082 - Engineering Technician II	19.30
29083 - Engineering Technician III	23.80
29084 - Engineering Technician IV	28.97
29085 - Engineering Technician V	35.25
29086 - Engineering Technician VI	37.66
29090 - Environmental Technician	21.07
29100 - Flight Simulator/Instructor (Pilot)	30.38
29160 - Instructor	21.28
29210 - Laboratory Technician	22.92
29240 - Mathematical Technician	24.66
29361 - Paralegal/Legal Assistant I	16.65
29362 - Paralegal/Legal Assistant II	21.84
29363 - Paralegal/Legal Assistant III	26.69
29364 - Paralegal/Legal Assistant IV	32.24
29390 - Photooptics Technician	20.37
29480 - Technical Writer	24.16
29491 - Unexploded Ordnance (UXO) Technician I	19.08
29492 - Unexploded Ordnance (UXO) Technician II	23.09
29493 - Unexploded Ordnance (UXO) Technician III	27.67
29494 - Unexploded (UXO) Safety Escort	19.08
29495 - Unexploded (UXO) Sweep Personnel	19.08
29620 - Weather Observer, Senior (3)	20.32
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	16.52
29622 - Weather Observer, Upper Air (3)	15.52
<b>31000 - Transportation/ Mobile Equipment Operation Occupations</b>	
31030 - Bus Driver	16.78
31260 - Parking and Lot Attendant	12.29
31290 - Shuttle Bus Driver	11.77
31300 - Taxi Driver	10.92
31361 - Truck Driver, Light Truck	15.42
31362 - Truck Driver, Medium Truck	17.42
31363 - Truck Driver, Heavy Truck	18.10
31364 - Truck Driver, Tractor-Trailer	18.10
<b>99000 - Miscellaneous Occupations</b>	
99020 - Animal Caretaker	10.01
99030 - Cashier	9.62
99041 - Carnival Equipment Operator	9.85
99042 - Carnival Equipment Repairer	10.73
99043 - Carnival Worker	8.83
99050 - Desk Clerk	11.78
99095 - Embalmer	19.55
99300 - Lifeguard	10.49
99310 - Mortician	23.66
99350 - Park Attendant (Aide)	13.24
99400 - Photo Finishing Worker (Photo Lab Tech., Darkroom Tech)	10.49
99500 - Recreation Specialist	16.33
99510 - Recycling Worker	12.72
99610 - Sales Clerk	10.49
99620 - School Crossing Guard (Crosswalk Attendant)	9.49

99630 - Sport Official	10.49
99658 - Survey Party Chief (Chief of Party)	17.15
99659 - Surveying Technician (Instrument Person/Surveyor Asst./Instrument)	15.60
99660 - Surveying Aide	11.36
99690 - Swimming Pool Operator	12.87
99720 - Vending Machine Attendant	11.90
99730 - Vending Machine Repairer	12.87
99740 - Vending Machine Repairer Helper	11.90

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.36 an hour or \$94.40 a week or \$409.07 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 10 years, and 5 weeks after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

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

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

OCCUPATION NOTES:

Window Cleaner: The rate for the Window Cleaner occupation does not apply to Salem County, New Jersey.

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

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

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

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

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

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the “Service Contract Act Directory of Occupations” (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember that it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

**Bid Bond Form (SF 24)**

<b>BID BOND</b> <i>(See instruction on reverse)</i>	DATE BOND EXECUTED <i>(Must not be later than bid opening date)</i>	OMB NO.: 9000-0045
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Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

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

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

OBLIGATION:

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

CONDITIONS:

The Principal has submitted the bid identified above.

THEREFORE:

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

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

WITNESS:

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

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

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

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

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

#### INSTRUCTIONS

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., (e.g., 20% of the bid price but the amount not to exceed \_\_\_\_\_ dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designed "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.  
  
(b) Where individual sureties are involved, a completed Affidavit of Individual surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

**CCR Memorandum**



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?")
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

**LLL Form**



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

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

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

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

**DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET**

Approved by OMB  
0348-0046

Reporting Entity: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_

**EFT Form**

DIRECT DEPOSIT AUTHORIZATION FORM – EROC (2) E1

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

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

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

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

Address (ACTUAL PHYSICAL LOCATION) Post Office Box Number (If any) (4) [Empty box for Address] (6a) [Empty boxes for Post Office Box Number]

City State 9-Digit Zip Code (5) [Empty boxes for City, State, and Zip Code]

Mailing Address, if Different than 4

(6b) [Empty box for Mailing Address]

Daytime Phone: Area Code + Number Contract Number (Optional—if more than one, please list on a separate sheet of paper & attach to form) (7) [Empty boxes for Phone and Contract Number]

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

TYPE OF DEPOSITOR ACCOUNT (Mark One) [ ] (8) Checking [ ] (9) Savings DEPOSITOR ACCOUNT NUMBER (10) [Empty boxes for Account Number]

Name of Financial Institution

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

Address of Bank (Actual Physical Location) Post Office Box Number (12) [Empty boxes for Bank Address and Post Office Box Number]

City State 9-Digit Zip Code (13) [Empty boxes for Bank City, State, and Zip Code]

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

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

Depositor Account Title (15) [Empty box for Depositor Account Title]

Contractor Tax Identification Number for Businesses (16) Employee Social Security Number [Empty boxes for Contractor Tax ID and SSN]

SIGNATURE: (17) \_\_\_\_\_ DATE: (18) \_\_\_\_/\_\_\_\_/\_\_\_\_

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

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

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

MAIL COMPLETED FORM TO:

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

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

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

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

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

**Subcontracting Plan Format Example**

**SADBU POLICY 99-01**

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

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

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

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

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

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

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

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

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

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

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

NOTES:

Subcontracting plans are NOT required from Small Businesses

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

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

Revised 1/02/TSD

### **Site Visit Information**

It is highly recommended that all prospective offerors attend the scheduled Site Visit due to the unique circumstances with working on Poplar Island.

Site Visit for project is scheduled for August 11, 2004.

Contractors are to meet at the land base at 8:30 a.m. for a 9:00 a.m. boat departure to the island.

Those contractors who plan to attend must contact Nate Barcomb at (410)962-4283 to coordinate and reserve a space on the boat.

Directions to the Maryland Environmental Service land base at Knapps Narrows on Tilghman Island: From the western shore of Maryland, follow Rt. 50/301 East across the Bay Bridge. Continue on Rt. 50 East at the Rt. 50/301 split. Upon approaching Easton, Bear right onto Rt. 322. Proceed on Rt. 322 through three traffic lights. At the fourth light, turn right onto Rt. 33. Follow Rt. 33 for approximately 22 miles (you will pass through the town of St. Michaels) and cross the Knapps Narrows Bridge. Take the first left to the land base.

N



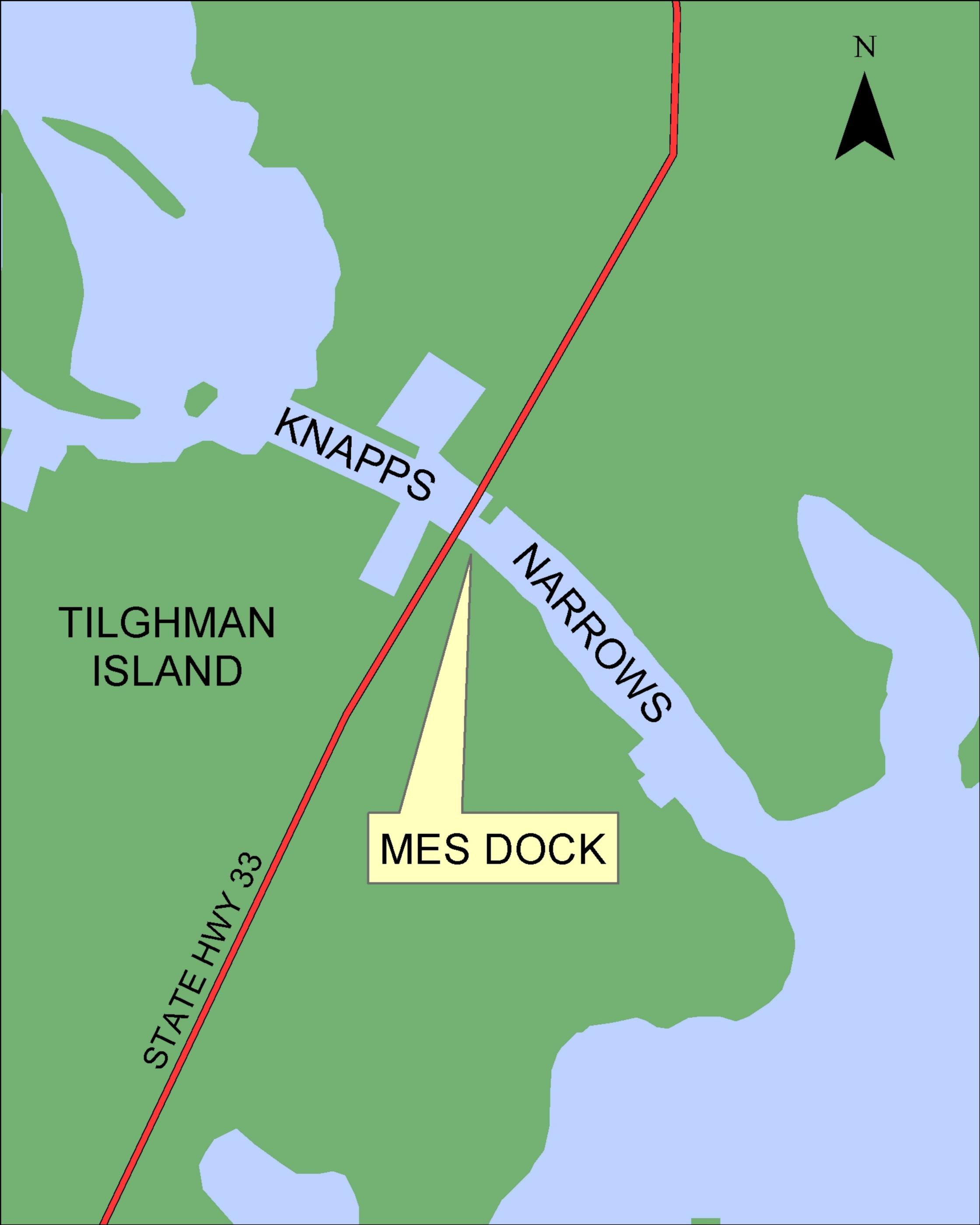
TILGHMAN  
ISLAND

KNAPPS

NARROWS

STATE HWY 33

MES DOCK



## Section K - Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY FULL TEXT

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

(a) The offeror certifies that --

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

(i) Those prices,

(ii) The intention to submit an offer, or

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

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

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

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

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

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

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

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

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

(End of clause)

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

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence

Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

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

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

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

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

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

(End of provision)

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

(a) Definitions.

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

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

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

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

(d) Taxpayer Identification Number (TIN).

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

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other \_\_\_\_\_

(f) Common parent.

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

Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of provision)

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

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

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

(End of provision)

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

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

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

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

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

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in 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 **115112**.

(2) The small business size standard is **\$6,000,000.00**.

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

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

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

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

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

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

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

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

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

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

\_\_\_ Black American.

\_\_\_ Hispanic American.

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

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

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

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

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

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

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

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

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

(End of provision)

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

(Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.)

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

No. of Employees    Avg. Annual Gross Revenues

- 50 or fewer     \$1 million or less
- 51 - 100         \$1,000,001 - \$2 million
- 101 - 250        \$2,000,001 - \$3.5 million
- 251 - 500        \$3,500,001 - \$5 million
- 501 - 750        \$5,000,001 - \$10 million
- 751 - 1,000      \$10,000,001 - \$17 million
- Over 1,000       Over \$17 million

(End of provision)

52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

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

(b) Representations.

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

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

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

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

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

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

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

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

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

(End of provision)

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

The offeror represents that --

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

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

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

(End of provision)

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

The offeror represents that

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

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

(End of provision)

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

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

(End of provision)

#### 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

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

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

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

( ) (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

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

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

( ) (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

( ) (v) The facility is not located within the United States or its outlying areas.

(End of clause)

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

## II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

( ) The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

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

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

( ) YES ( ) NO

(End of clause)

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

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

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

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

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

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

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

(End of provision)

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

(a) "Definitions."

As used in this provision --

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

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

(3) "Significant interest" means --

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

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

- (iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;
- (iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or
- (v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

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

(c) "Disclosure."

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

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each government.

(End of provision)

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

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

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

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

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

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

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

(4) "Proscribed information" means--

(i) Top Secret information;

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

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

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

(v) Sensitive Compartmental Information (SCI).

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

(c) Disclosure.

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

Offeror's Point of Contact for Questions about Disclosure

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

Name and Address of Offeror

Name and Address of Entity  
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 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 J (for service and supply).

End of Clause

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

**CERTIFICATE OF CORPORATE AUTHORITY**

(This Certificate shall be submitted as part of the bid/proposal or signed contract if the 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.

(was 52.204-4005)

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

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**PROPOSAL SUBMITTAL INSTRUCTIONS**
1. PROPOSAL SUBMITTAL INSTRUCTIONS

## 1.1 GENERAL

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 equal order of importance.

## 1.2 SOURCE SELECTION

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

## 1.3 FORMAT

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

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

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

## 1.4 ENVELOPES/BOXES

Proposal submission envelopes and/or boxes shall be properly identified with the following information:

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

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

Request for Proposal No. W912DR-04-R-0059

## 1.5 PAGE LIMITS

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

Volume I	-	Technical Proposal: Fifty (50) pages maximum
Volume II	-	Cost/Price Proposal (Section B and Section K)
Volume III	-	Subcontracting Plan

A page printed on both sides will be counted as two (2) pages. Pages containing text shall be submitted on 8½" x 11" paper. Each page shall be minimally single spaced with a minimum twelve (12) point font and one (1) inch margins all around. Drawings or other graphics shall be reduced only to the extent legibility is not lost.

## 1.6 SUBMITTAL OF PROPOSAL

Offerors shall submit their proposals to the following address no later than the time and date specified on the Standard Form 33, Block 9:

US Army Corps of Engineers-Baltimore  
ATTN: CENAB-CT-A (T. Quick)  
10 S. Howard Street, Room 7000  
Baltimore, MD 21201

## 2. EVALUATION PROCESS

### 2.1 PROPOSAL COMPLIANCE REVIEW

This review will assure that all required forms and certifications are complete and that the technical and price proposals have been received. The evaluation of proposal shall be conducted in strict confidence in accordance with FAR Subpart 15.3, Source Selection.

### 2.2 TECHNICAL PROPOSAL EVALUATION

Volume I shall be reviewed, evaluated and rated by a Technical Evaluation Committee (TEC) established by the Source Selection Authority (SSA). Evaluation will be based solely on the evaluation factors identified below. Offerors submitting proposals for this project should limit submission 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 capabilities to successfully complete the project.

Requirements stated in this Request for Proposal (RFP) are minimums, unless otherwise stated. Incomplete proposals or failure to submit all data indicated below might result in a lower rating, and/or be cause for determining a proposal to be incomplete and therefore not considered for subsequent award. Technical proposals will be evaluated based upon the following factors. Factors A, B and C will be adjectivally scored and Factor D will be rated as Pass/Fail. The factors are of equal importance.

- A. General Contractor Relevant Experience
- B. General Contractor Past Performance
- C. Plant Supplier Relevant Experience
- D. Statement of Commitment from General Contractor

### 2.3 PRICE PROPOSAL EVALUATION

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

### 2.4 SUBCONTRACTING PLAN EVALUATION

Volume III shall be reviewed by the Small Business Evaluation Committee (SBEC) established by the Source Selection Authority (SSA). The committee will evaluate the subcontracting plans submitted for compliance in accordance with FAR 19.7. To be considered qualified, Large Businesses must submit a satisfactory subcontracting

plan. Failure of a Large Business to submit and negotiate an acceptable Subcontracting Plan shall make the offer ineligible for award of a contract.

## 2.5 TRADE-OFF ANALYSIS

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

## 2.6 MISCELLANEOUS

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

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

## 3. SUBMISSION CRITERIA FOR VOLUME I - TECHNICAL PROPOSAL

### 3.1 GENERAL CONTRACTOR RELEVANT EXPERIENCE

The offeror will demonstrate relevant experience by the physical completion and acceptance of similar projects within the last five (5) years. The offeror will submit information to demonstrate they have completed at least three (3) and no more than four (4) similar and relevant projects at a minimum completion value of five hundred thousand dollars (\$500,000.00). Information will include at least the name and location of the project, project scope and relevance (including description of tidal marsh plants and installation), the award amount, completion amount and reason for any differences, the original and final contract duration and reason for any differences, the completion date, the Project Owner and Point of Contact information (please include an alternate POC), the role the offeror had in the project, the amount and extent of subcontracting, and the success of the tidal marsh plants.

To be considered similar in nature, the projects must be of relative size, value, complexity, and similar characteristics to the tidal marsh planting project in this solicitation. The success of the tidal marsh plants shall be measured a minimum of two (2) years after planting is completed. The offeror may submit other type projects, but must explain relevancy to this project.

### 3.2 GENERAL CONTRACTOR PAST PERFORMANCE

Offerors are required to provide performance ratings that demonstrate at least "Acceptable" or "Satisfactory" performance for each of the projects submitted in paragraph 3.1. Documentation by way of correspondence from previous project owners will suffice if the "Past Performance Questionnaire" forms provided at the end of Section L are not used. In the case of projects for government agencies, the offeror shall submit that agency's performance evaluation forms. For government evaluations, the offeror and supplier must be at a level of "Satisfactory" or higher for that sub-rating element. If a letter of recommendation is used, it must address the offeror's ability to meet the schedule at least satisfactorily. The technical evaluation team may contact the owner or authorized representative of the project to verify performance. The Government may also use other tools such as CCASS ratings to gather information regarding an offeror or supplier's qualifications and past experience.

### 3.3 PLANT SUPPLIER RELEVANT EXPERIENCE

Submit the relevant experience of the plant supplier, to demonstrate they have supplied plant materials to at least three (3) and no more than four (4) similar and relevant projects that provided a minimum of two hundred and fifty thousand (250,000) tidal marsh plants. Information will include at least the name and location of the project, quantity and description of tidal marsh plants, the Project Owner and Point of Contact information (please include an alternate POC), the general contractor, completion date and the success of the tidal marsh plants. The success of the tidal marsh plants shall be measured a minimum of two (2) years after planting is completed.

### 3.4 STATEMENT OF COMMITMENT FROM GENERAL CONTRACTOR

The General Contractor shall provide a statement to ensure that the named plant supplier will be used on this project. This item will be rated on a Pass/Fail basis.

## 4. SUBMISSION CRITERIA FOR VOLUME II - PRICE PROPOSAL

### 4.1 GENERAL

The Price Proposal shall be placed in a separate envelope.

### 4.2 PRICE

The offeror shall submit the Standard Form 33, entitled "Solicitation, Offer and Award" as well as the Section B - Bid Schedule included in the solicitation. This information will be evaluated for cost reasonableness and cost realism as related to the Independent Government Estimate and price competition.

### 4.3 REPRESENTATION AND CERTIFICATIONS

The offeror shall submit one (1) completed original and two (2) copies of Section K, entitled "Representations and Certifications."

## 5.0 SUBMISSION CRITERIA FOR VOLUME III - SUBCONTRACTING PLAN

The Subcontracting Plan shall be placed in a separate envelope.

Large Business offerors shall submit a subcontracting plan in accordance with Solicitation Clauses 52.219-8 and 52.219-9. To be acceptable, plans must adequately address the six (6) required statutory elements and provide sufficient information to enable the Contracting Officer to answer affirmatively questions A through H of Appendix DD, AFARS 5119.705. Offerors may use the attached sample Subcontracting Plan Format, which is included at the end of Section J of this solicitation as a guideline.

The Percentage goals for this solicitation apply only to the total dollar value of the work being subcontracted.

The current Baltimore District small business goals for this project are 45%. Of that 45% goal, at least 20% is to be placed with small disadvantaged businesses, including historically black colleges and universities or minority institutions, 10% with women owned small businesses, 3% is to be placed with HUB zone businesses, 3% is to be placed with veteran owned small businesses and 3% is to be placed with service disabled veteran small businesses.

## 6. EVALUATION CRITERIA FOR VOLUME I - TECHNICAL PROPOSALS

The technical proposal criterion described below indicates how the Government will evaluate each offeror's response to the requested information. All factors are equal in importance.

#### 6.1 GENERAL CONTRACTOR RELEVANT EXPERIENCE

The offeror must submit the information on the provided sheets that demonstrates that they have the required relevant experience on a minimum of three (3) and a maximum of four (4) projects within the last five (5) years. The offeror may use the provided sheets or their own information sheets in supplying this information. The information requested on the sheets is the minimum information to be submitted. The Government considers that the submission of project information that meets the requested relevant size, value, complexity and were satisfactorily completed meets the minimum qualifications of this RFP.

Consideration will be given to projects that indicate DOD or Federal experience. Consideration will also be given to projects that show high relevance to this project. Favorable consideration will also be given for those prime construction contractors that have teamed with the subcontractors to be used on this project that have produced better than average results on previous projects.

#### 6.2 GENERAL CONTRACTOR PAST PERFORMANCE

The offeror as a minimum must have a rating "Satisfactory" for all the submitted projects. Consideration will be given for projects rated satisfactory or higher in the Corps of Engineers PIMS, CCASS or other rating system. Further consideration will be given to projects completed at an overall performance rating higher than "Satisfactory." Further consideration will be given for higher than "Satisfactory" ratings given for scheduling performance.

#### 6.3 PLANT SUPPLIER RELEVANT EXPERIENCE

The plant supplier must submit the information on the provided sheets that demonstrates that they have the required relevant experience on a minimum of three (3) and a maximum of four (4) projects within the last five (5) years. The offeror may use the provided sheets or their own information sheets in supplying this information. The information requested on the sheets is the minimum information to be submitted. The Government considers that the submission of project information that meets the requested relevant size, complexity and was satisfactorily completed meets the minimum qualifications of this RFP.

#### 6.4 STATEMENT OF COMMITMENT FROM GENERAL CONTRACTOR

This is a Pass/Fail element. Offerors shall meet this evaluation criterion by submitting a statement that commits the use of the named plant supplier for this project.

**PRIME CONTRACTOR EXPERIENCE**

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

Name of Project/Location\_\_\_\_\_

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

General Scope of Project and Relevance to this project:  
(include acreage and description of tidal marsh plants and installation)

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

Owner of the Project\_\_\_\_\_

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

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

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

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

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

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

Construction Contract Value at Award\_\_\_\_\_

Construction Contract Value at Completion\_\_\_\_\_

If the completion value is higher than the award value, please explain\_\_\_\_\_

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

Extent and type of work you subcontracted out by percentage\_\_\_\_\_

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Original Contract Duration\_\_\_\_\_

Final Contract Duration\_\_\_\_\_

If final duration is greater than original duration, please explain\_\_\_\_\_

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Completion Date\_\_\_\_\_

Customer Satisfaction (List Awards, if received)\_\_\_\_\_

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Lost time accidents and Safety Rating\_\_\_\_\_

---

Success of Wetland Plants\_\_\_\_\_

---

Overall Rating for Quality Control and Timeliness of Completion\_\_\_\_\_

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**PLANT SUPPLIER EXPERIENCE**

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

Name of Project/Location\_\_\_\_\_

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

General Scope of Project and Relevance to this project  
(include number and description of tidal marsh plants and installation)\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Owner of the Project\_\_\_\_\_

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

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

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

General Contractor\_\_\_\_\_

Completion Date\_\_\_\_\_

Success of Wetland Plants\_\_\_\_\_

\_\_\_\_\_

**PAST PERFORMANCE QUESTIONNAIRE FOR  
SOLICITATION NUMBER W912DR-04-R-0059**

The offeror listed is being considered in a Source Selection by the U.S. Army Corps of Engineers, Baltimore District. This is a request for Past Performance information on a project the offeror has identified as being relevant to this solicitation. This information will be used in the evaluation of the offeror's performance of that project. The following information, once submitted, will be treated as confidential and will not be released. This information will only be used to evaluate this offeror for this solicitation. If the relevant project was a Corps of Engineers or U.S. Navy project, submit the SF1420 Evaluation in lieu of this form.

Information may be typed or legibly handwritten in ink.

Please include evaluation of the performance of the contract based solely on which they are liable. Please do not let factors beyond the control of the contractor that resulted in performance delays or other problems bias this evaluation of their performance.

**Past Project Information:**

Contractor:
Project Title and Location:

**Evaluator:**

Owner's Name: _____	
Name: _____	Date: _____
Phone No: _____	Fax No. _____
Address: _____	
Position held of function in relation to project: _____	
Signature of Evaluator: _____	

The following is a definition of the rating system used:

**Exceptional**: Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

**Very Good**: Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

**Satisfactory**: Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

**Marginal**: Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified correction actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.

**Unsatisfactory**: Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.

Ratings: In completing this questionnaire, please circle a letter corresponding to your rating, or NA if you are unable to provide an evaluation for any area:

E = Exceptional, VG = Very Good, S = Satisfactory, M = Marginal, U = Unsatisfactory

Please provide clear and concise narrative explanations (both positive and negative) for your answers. This is especially important for any rating above or below satisfactory.

Please rate and provide any supporting information for the following: (Use additional sheets as needed)

<p>1. The contractor's overall corporate management, integrity, reasonableness and cooperative conduct.</p> <p>Rating: E ____, VG ____, S ____, M ____, U ____, N/A ____</p> <p>Comments:</p>
<p>2. The relationship between contractor and owner's team.</p> <p>Rating: E ____, VG ____, S ____, M ____, U ____, N/A ____</p> <p>Comments:</p>
<p>3. The contractor's on-site management and coordination of subcontractors.</p> <p>Rating: E ____, VG ____, S ____, M ____, U ____, N/A ____</p> <p>Comments:</p>
<p>4. The contractor's quality control (CQC) system.</p> <p>Rating: E ____, VG ____, S ____, M ____, U ____, N/A ____</p> <p>Comments:</p>
<p>5. The contractor's performance on delivery of quality work.</p> <p>Rating: E ____, VG ____, S ____, M ____, U ____, N/A ____</p> <p>Comments:</p>

<p>6. The contractor's ability to meet the performance schedule.</p> <p>Rating: E ____, VG ____, S ____, M ____, U ____, N/A ____</p> <p>Comments:</p>
<p>7. What did the contractor do to improve schedule problems – if applicable</p> <p>Rating: E ____, VG ____, S ____, M ____, U ____, N/A ____</p> <p>Comments:</p>
<p>8. The contractor's ability to provide the required work at a reasonable total price.</p> <p>Rating: E ____, VG ____, S ____, M ____, U ____, N/A ____</p> <p>Comments:</p>
<p>9. The contractor's compliance with labor standards – if applicable.</p> <p>Rating: E ____, VG ____, S ____, M ____, U ____, N/A ____</p> <p>Comments:</p>
<p>10. The contractor's compliance with safety standards and/or number of incidents.</p> <p>Rating: E ____, VG ____, S ____, M ____, U ____, N/A ____</p> <p>Comments:</p>
<p>11. Did the contractor receive any of the following: Cure Notices; Show Cause; Letters of Reprimand; Suspension of Payments; or Termination? If Yes, please explain.</p>

<p>12. Would you award another contract to this contractor? In no, please state reasons for not recommending this contractor for additional work.</p>
<p>13. Customer satisfaction with end product.</p>
<p>14. Has the contractor been provide an opportunity to discuss any negative performance ratings? If so, what are the results?</p>
<p>15. OVERALL RATING: Rating: E ____, VG ____, S ____, M ____, U ____, N/A ____ Comments:</p>
<p>Any Additional Comments:</p>

CLAUSES INCORPORATED BY REFERENCE

52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.219-24	Small Disadvantaged Business Participation Program-- Targets	OCT 2000

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

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

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

(End of clause)

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

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

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

(End of provision)

52.237-1 SITE VISIT (APR 1984)

(a) Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of clause)

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**EVIDENCE OF AUTHORITY TO SIGN PROPOSALS**

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

End of Clause

(CENAB-OC APR 1984)  
(FAR 4.102)

(was 52.204-4008)

**ARITHMETIC DISCREPANCIES (EFARS 52.214-5000)**

(a) For the purpose of initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the bidding schedule as submitted by bidder:

- (1) Obviously misplaced decimal points will be corrected;
- (2) Discrepancy between unit price and extended price, the unit price will govern;
- (3) Apparent errors in extension of unit prices will be corrected;
- (4) Apparent errors in addition of lump-sum and extended prices will be corrected.

(b) For the purpose of bid evaluation, the Government will proceed on the assumption that the bidder intends his bid to be evaluated on the basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.

(c) These correction procedures shall not be used to resolve any ambiguity concerning which bid is low.

End of Clause

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

**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)962-2708, 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)  
(was 52.214-4010)

## **DELIVERY OF PROPOSALS**

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

End of Clause

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

## **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 52.219-9)." The plan, as a minimum, shall include a detailed discussion of the elements set forth in FAR Clause 52.219-9(d)(1) through (11).
- (c) Additionally, the proposed subcontract plan must demonstrate clear and concise knowledge and understanding of statutory requirements and regulations as it relates to Small Business, Small Disadvantaged Businesses (SDB), Historically Black Colleges and Universities/Minority Institutions (HBCU/MI), Woman Owned Businesses (WOB), and HUBZones.
- (d) The proposed plan shall address efforts to broaden SDB/HBCU/MI vendor base, outreach efforts, description of supplies and services to be subcontracted, identification of proposed firms who will be utilized, intended value to be subcontracted and percentage goals for the basic contract and each option year, (if any), which are realistic yet which are realistic yet challenging. Past performance and goal achievement for past performance shall be addressed.
- (e) Contractors should use as a guide, the sample format included in Section J.
- (f) For the purposes of this procurement, the following goals are considered reasonable and achievable during the term of the contract:

45% at a minimum, of the planned subcontracting dollars, is 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)  
(was 52.219-4076)

### **SUBCONTRACTING GOALS**

Prior to award, the selected large business bidder shall submit an acceptable subcontracting plan within the time limit prescribed by the Contracting Officer, consistent with Section 806b) of Public Law 100-180, 95-507 and PL 99-661.

The following goals are considered reasonable and achievable during the terms of the contract:

45% as a minimum of the planned subcontracting dollars to be placed with small business concerns. (The following are subsets of the small business goal):

As of that portion placed with small business concerns;

20% shall be placed with small disadvantaged business concerns, to include Historically Black Colleges and Universities and Minority Institutes (HBCU/MI);

- 10% shall be placed with women owned small businesses;
- 3% shall be placed with HUB Zone small businesses;
- 3% shall be placed with Veteran-Owned small business;
- 3% shall be placed with Service-Disabled Veteran-owned small business.

End of provision

(was 52.219-4145)

### **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 52.233-4041)

Section M - Evaluation Factors for Award

**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 provision, SUBCONTRACTING PLAN SUBMISSION (52.219-4076), will be evaluated by the Baltimore District Small Business Office.
- (c) Failure to submit and negotiate an acceptable subcontracting plan shall make the offeror ineligible for award of a contract.
- (d) Refer to Section L of this solicitation for specific goal guidance.

End of Clause

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

**EVALUATION OF F.O.B. DESTINATION**

The items called for in Section B of this solicitation shall be delivered f.o.b. destination. Offers 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))  
(was 52.247-4042)