



**US Army Corps
of Engineers**
Kansas City District
You Matter - We Care

SECURITY/HOMELAND DEFENSE MATOC

KANSAS, MISSOURI, NEBRASKA AND IOWA

Request for Proposal

February 2002

DEPARTMENT OF THE ARMY
 Kansas City District, Corps of Engineers
 757 Federal Building
 Kansas City, Missouri 64106

SPECIFICATIONS FOR CONSTRUCTION OF
 SECURITY/HOMELAND

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(NOT USED)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
				1 of 1
2. AMENDMENT/MODIFICATION NO. 1	3. EFFECTIVE DATE 15-Feb-2002	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY US Army Corps of Engineers, Kansas City District 760 Federal Building, 601 East 12th Street Kansas City, Missouri 64106-2896	CODE	7. ADMINISTERED BY (If other than item 6)	CODE	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(x)	9a. AMENDMENT OF SOLICITATION NO. DACA41-02-R-0004
	X	9B. DATED (SEE ITEM 11) 2/6/2002
		10A. MODIFICATION OF CONTRACT/ORDER NO.
		10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above number solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegraph which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBER CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF:
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

MATOC FOR IDIQ TYPE DESIGN-BUILD CONSTRUCTION RELATED TO SECURITY ENGINEERING AND HOMELAND DEFENSE FOR THE KANSAS CITY DISTRICT WITHIN THE FOUR-STATE AREA OF KS, MO, NE, AND IA.

The Solicitation has been postponed until a new proposal date is established by Amendment 0002.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED
(Signature of person authorized to sign)	BY (Signature of Contracting Officer)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 04-Mar-2002	4. REQUISITION/PURCHASE REQ. NO. W58XUW-1354-7983	5. PROJECT NO.(If applicable)	
6. ISSUED BY USAED, KANSAS CITY 760 FEDERAL BUILDING 601 E 12TH STREET KANSAS CITY MO 64106-2896	CODE W58XUW	7. ADMINISTERED BY (If other than item 6) CODE See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		X	9A. AMENDMENT OF SOLICITATION NO. DACA41-02-R-0004	
		X	9B. DATED (SEE ITEM 11) 06-Feb-2002	
			10A. MOD. OF CONTRACT/ORDER NO.	
			10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended.				
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A.THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B.THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C.THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D.OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) DESIGN BUILD MULTIPLE AWARD TASK ORDER (MATOC) CONTRACTS FOR SECURITY/HOMELAND DEFENSE IN KANSAS, MISSOURI, NEBRASKA AND IOWA				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED 28-Feb-2002	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

This amendment reissues the entire document. The areas changed are identified below. Use of the revised documents is required when they are part of your proposal (i.e., SF 1442, Section 00010, and Section 01140).

Changes in Solicitation/Contract/Order Form

The issued by organization contact has been changed from Mr. Marks to Mrs. Pamela Wellons, (816) 983-3802. The proposal receipt date has been extended to March 29, 2002 at 1400.

Changes in Section 00010

The following clauses, which are incorporated by full text, have been modified:

CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE - To correct the cumulative minimum value.

CAUTION! - To delete reference to telegraphic modifications.

Changes in Section 00100

The following clauses, which are incorporated by full text, have been added or modified:

52.228-1 BID GUARANTEE (SEP 1996) – now in full text
 FIELD OFFICE OVERHEAD PERCENTAGE MARKUP – new
 FIELD OFFICE OVERHEAD PER DIEM RATE – new
 SECTION 00110 – Replaced completely.
 SECTION 00120 – Replaced completely.

Changes in Section 00600

The following clauses, which are incorporated by full text, have been added:

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)
 SUBCONTRACTING PLAN FORMAT

Changes in Section 00700

The following clauses which are incorporated by reference have been modified:

52.219-9	Small Business Subcontracting Plan	JAN 2002
52.232-25	Prompt Payment	FEB 2002
52.232-27	Prompt Payment for Construction Contracts	FEB 2002

The following clauses, which are incorporated by full text, have been modified:

52.216-18 ORDERING. (OCT 1995)

Changes in Section 00800

The following clause was moved from Section 00700 to 00800:

52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

Changes in Section 01100

Paragraph 1.2 is modified to reflect new points of contact.

Changes in Section 01300

Multiple changes

The following sections are added:

01000 SCOPE OF WORK,

01200 PUBLIC AND COMMUNITY RELATIONS

01440 NUCLEAR, BIOLOGICAL, AND CHEMICAL

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 25
2. AMENDMENT/MODIFICATION NO. 0003	3. EFFECTIVE DATE 15-Mar-2002	4. REQUISITION/PURCHASE REQ. NO. W58XUW-1354-7983	5. PROJECT NO.(If applicable)	
6. ISSUED BY USAED, KANSAS CITY 760 FEDERAL BUILDING 601 E 12TH STREET KANSAS CITY MO 64106-2896	CODE W58XUW	7. ADMINISTERED BY (If other than item 6) CODE See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		X	9A. AMENDMENT OF SOLICITATION NO. DACA41-02-R-0004	
		X	9B. DATED (SEE ITEM 11) 06-Feb-2002	
			10A. MOD. OF CONTRACT/ORDER NO.	
			10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended.				
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning <u> 1 </u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
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B.THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C.THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D.OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) MULTIPLE AWARD TASK ORDER (MATOC) CONTRACTS FOR IDIQ DESIGN-BUILD CONSTRUCTION FOR SECURITY ENGINEERING AND HOMELAND DEFENSE FOR THE KANSAS CITY DISTRICT WITHIN THE FOUR-STATE AREA OF KANSAS, MISSOURI, NEBRASKA AND IOWA				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED 15-Mar-2002	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

Summary of ChangesPen & Ink Changes:

The SF 30 of Amendment No. 0002 dated March 4, 2002 is corrected to read 0002 in lieu of 0001 in block 2.

All headings in the solicitation documents are changed to indicate DACA41-02-R-0004-0003.

Revised and Attached:

Section 00010 is modified to incorporate the Contract Schedule (formerly Section 01140). The Contract Schedule and Notes have been modified. Offerors shall use the attached amended Contract Schedule in their submissions.

Section 00110 is modified as shown on the attached pages to make changes in Volume 1 and Volume 3.

Section 00120 is modified as shown on the attached pages to make changes to Corporate Experience, Past Performance and Management Plan.

Deleted:

Section 01140 has been moved and is therefore this section is deleted.

CHANGED PAGES FOLLOW

SECTION 00010 Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	SECURITY ENGINEERING AND HOMELAND DEFENSE FFP - IDIQ MATOC FOR SECURITY ENGINEERING AND HOMELAND DEFENSE. Design-Build Construction for Security Engineering and Homeland Defense for the Kansas City District. PURCHASE REQUEST NUMBER W58XUW -1354-7983	5,000,000.00	Dollars, U.S.		
				MAX NET AMT	<u>\$5,000,000.00</u>

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	OPTION PERIOD ONE FFP PURCHASE REQUEST NUMBER W58XUW -1354-7983	5,000,000.00	Dollars, U.S.		
				MAX NET AMT	<u>\$5,000,000.00</u>

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003	OPTION PERIOD TWO FFP PURCHASE REQUEST NUMBER W58XUW -1354-7983	5,000,000.00	Dollars, U.S.		
				MAX NET AMT	<u>\$5,000,000.00</u>

PRICE SCHEDULE (CONTINUED)

FIELD OFFICE OVERHEAD

NOTICE TO OFFERORS: For your offer to be responsive, you must declare below the single accounting practice that you apply to contracts to calculate field office overhead for all change orders, modifications and requests for equitable adjustment. Pursuant to Federal Acquisition Regulations (FAR) Parts 31.105(d)(3) and 31.203(d)(1), an accounting practice that varies from modification to modification is not allowable. Select one of the following:

- 1. TIME DISTRIBUTION BASE FOR A PER DIEM RATE
If you use this practice, see Special Clause "Field Office Overhead Per Diem Rate" _____
- 2. DIRECT COST DISTRUBITION BASE FOR A PERCENTAGE MARKUP
If you use this practice, see Special Clause "Field Office Overhead Percentage Markup" _____
- 3. OTHER ACCOUNTING PRACTICE THAT IS ALLOWABLE UNDER THE FAR AND THAT USES A SINGLE DISTRIBUTION BASE. _____

YOU MUST DESCRIBE THE ACCOUNTING PRACTICE IN SUFFICIENT DETAIL BELOW TO ALLOW THE CONTRACTING OFFICER TO DETERMINE WHAT ACCOUNTING PRACTICE IS BEING UTILIZED BY YOUR COMPANY AND THAT IT COMPLIES WITH THE FAR.

FAILURE TO FULLY COMPLY WITH THE ABOVE REQUIREMENT OR, IF ALTERNATIVE 3 IS DECLARED AND YOUR DESCRIPTION DOES NOT CLEARLY STATE OR DESCRIBE A CONSISTENT ACCOUNTING PRACTICE USING A SINGLE DISTRIBUTION BASE, WILL BE CAUSE FOR YOUR OFFER TO BE REJECTED AS NON-RESPONSIVE.

NOTES:

1. Up to Two (2) Indefinite Delivery/Indefinite Quantity Contracts may be awarded as a result of this solicitation. Scopes of work will be as prescribed/described in individual Task Orders. Cost of all work shall be as established in each individual Task Order.

2. The contracts will be awarded under the multiple award concept, as follows:

The Government intends to award Two (2) contracts under this Solicitation, but reserves the right to award fewer. Up to two (2) contracts will be acquired as full and open competition.

3. Any awards as a result of this solicitation will be made to up to two different offerors. These contracts shall support the estimated future work requirements for work assigned to the US Army Corps of Engineers Northwestern Division. Offerors may only receive one contract under this solicitation.

4. Source Selection procedures for this acquisition will be in accordance Section 00120.

5. Specific tasks and pricing information for work to be performed under this contract will be included in each Task Order. Certain cost data and information will be required to be provided with your proposal.

6. Contracts will be issued for a base period of up to one year with two up to 1-year periods for a total duration of up to three years. The contracts will remain active until contract expiration, Task Order completion, or until the combined contractual limit is reached.

8. There are included in this solicitation, clauses that pertain to sealed bids. The application of these clauses will be to the award of subsequent Task Orders, as required, and not to submissions under this Request for Proposal for the base contract.

9. Proposal prices or coefficients must be entered for all items of Contract Schedule. **The Contract Schedule shall be submitted in volume 3. This cost data will be used for all future task orders.**

10. The proposed hourly rates for line items 0001 to 0029, 0034 to 0062, and 0067 to 0095 shall include overhead burdens and shall not include profit. Profit and other direct costs, including travel, will be separately negotiated on each task order.

11. Only one overhead rate shall be provided per line item on line items 0030 to 0033, 0062 to 0066 and 0096 to 0099. Profit shall not be included in this rate. This percentage will be applied to equipment, materials, field overhead, all non-design subcontracts, etc.

12. Profit will be negotiated with each task order and shall not be included in any line item. Profit related to design subcontracts will also be negotiated with each task order and shall not be included in any line item.

CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE

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

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
200,000.00	\$200,000.00	15,000,000.00	\$15,000,000.00

DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND ORDER VALUE

The minimum quantity and order value for each Delivery/Task Order issued shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for each Delivery/Task Order issued shall not exceed the maximum quantity and order value stated in the following table.

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
2,000.00	\$2,000.00	5,000,000.00	\$5,000,000.00

CLIN MINIMUM/MAXIMUM QUANTITY AND CLIN VALUE

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

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001	100,000.00		5,000,000.00	
0002	50,000.00		5,000,000.00	
0003	50,000.00		5,000,000.00	

CAUTION!

BEFORE SIGNING AND MAILING THIS PROPOSAL, please take note of the following, as failure to perform any one of these actions may cause your offer to be rejected.

1. **AMENDMENTS:** Have you acknowledged receipt of ALL Amendments? If in doubt as to number of amendments issued, please contact our office.
2. **SEALED PROPOSALS:** Sealed envelopes containing proposals shall be marked to show the offeror's name and address, the solicitation number, amendments received, and the date and time proposals are due.
3. **AMENDED PROPOSAL PAGES:** If any of the Amendments furnished amended proposal pages, the amended proposal pages must be used in submitting your proposal.
4. **LATE PROPOSALS:** In order for a late mailed proposal to be considered, generally it must have been sent by either registered or certified mail not later than 5 calendar days before the receipt of proposals date.
5. **PROPOSAL GUARANTEE:** Sufficient proposal guarantee in proper form must be furnished with your proposal, if your proposal exceeds \$50,000.
6. **MISTAKE IN PROPOSAL:** Have you reviewed your proposal prices for possible errors in calculations or work left out?
7. **FACSIMILE PROPOSALS, MODIFICATIONS, OR WITHDRAWALS:** Will not be considered.
8. **SECTION 00600:** Certifications must be completed and submitted with your proposal. Small Business and Small Disadvantaged Business Subcontracting Plan, found at the end of Section 00600, must be submitted with your proposal.
9. **HAND-DELIVERED PROPOSAL:** If proposals are hand-delivered, you must be aware of security requirements in effect in the Federal Building. No additional time will be allowed due to security requirements.
10. **BUY AMERICAN ACT:** All offerors are cautioned that, prior Government conduct notwithstanding, the Contractor's selection of a domestic construction material (as defined in SECTION 00700) which would require the subsequent selection of a foreign construction material for compatibility is not a justification for waiver of the Buy American Act. It is the Contractor's responsibility to verify, prior to submitting the materials for approval, that each system can be built to meet the contract specifications without the use of foreign construction materials.

CONTRACT SCHEDULE

SCHEDULE 1

(APPLICABLE TO ALL TASK ORDERS ISSUED IN THE BASE PERIOD.)

<u>ITEM</u>		<u>UNIT</u>	<u>UNIT</u>
<u>NO.</u>	<u>DESCRIPTION</u>		<u>PRICE</u>

THE FOLLOWING FULLY BURDENED LABOR RATES INCLUDE THE FOLLOWING BURDENS:

Labor Overhead _____% General and Administrative _____% Other _____%

GENERAL CONTRACTOR'S FIELD SUPERVISORY AND MANAGEMENT DIRECT LABOR COST
(Include all fringe benefits, insurance and taxes)

0001	G.C. Site Supervisor	HRS	\$_____
0002	G.C. Field Superintendent	HRS	\$_____
0003	G.C. Quality Control Manager (When separate person to be furnished)	HRS	\$_____
0004	G.C. Field Office Engineer	HRS	\$_____
0005	G.C. Field Office Clerk	HRS	\$_____
0006	Security Engineer	HRS	\$_____
0007	General Contractor Principal	HRS	\$_____
0008	Project Manager Engineer	HRS	\$_____
0009	Architect	HRS	\$_____
0010	Civil Engineer	HRS	\$_____
0011	Structural Engineer	HRS	\$_____
0012	Interior Designer	HRS	\$_____
0013	Cost Engineer	HRS	\$_____
0014	Mechanical Engineer	HRS	\$_____
0015	Electrical Engineer	HRS	\$_____
0016	CADD Technican	HRS	\$_____

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
0017	Editor/Writer	HRS	\$_____
0018	Clerical	HRS	\$_____
0019	Project Scheduler	HRS	\$_____
0020	Certified Industrial Hygienist	HRS	\$_____
0021	Environmental Engineer	HRS	\$_____
0022	Environmental Bio-Engineer	HRS	\$_____
0023	Traffic Engineer	HRS	\$_____
0024	Procurement Specialist	HRS	\$_____
0025	Chemist	HRS	\$_____
0026	Geologist	HRS	\$_____
0027	Toxicologist	HRS	\$_____
0028	Microbiologist	HRS	\$_____
0029	Chemical Engineer	HRS	\$_____

PRIME CONTRACTOR COEFFICIENT TO LABOR, EQUIPMENT, MATERIALS, FIELD OVERHEAD, SUBCONTRACTS, PROFESSIONAL DESIGN SERVICES (Contract cost less profit)

0030	Coefficient to be applied to R.S. Means “2002 Building Construction Cost Data” bare cost data for field and home office overhead on materials, labor and equipment cost. For construction tasking only.	_____coefficient
0031	For work items not covered by R.S. Means, Coefficient to be applied to labor, equipment, materials and subcontract for field and home office overhead. For construction tasking only.	_____ coefficient
0032	Coefficient to be applied to Professional Design and Assessment In House Service (other than labor) for home office overhead.	_____coefficient
0033	Coefficient to be applied to Professional Design and Assessment Subcontracted Service for home office overhead.	_____coefficient

CONTRACT SCHEDULE 2

(APPLICABLE TO ALL TASK ORDERS ISSUED IN THE FIRST OPTION PERIOD.)

THE FOLLOWING FULLY BURDENED LABOR RATES INCLUDE THE FOLLOWING BURDENS:

Labor Overhead _____% General and Administrative _____% Other _____%

GENERAL CONTRACTOR'S FIELD SUPERVISORY AND MANAGEMENT DIRECT LABOR COST
(Include all fringe benefits, insurance and taxes)

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
0034	G.C. Site Supervisor	HRS	\$_____
0035	G.C. Field Superintendent	HRS	\$_____
0036	G.C. Quality Control Manager	HRS	\$_____
0037	G.C. Field Office Engineer	HRS	\$_____
0038	G.C. Field Office Clerk	HRS	\$_____
0039	Security Engineer	HRS	\$_____
0040	General Contractor Principal	HRS	\$_____
0041	Project Manager Engineer	HRS	\$_____
0042	Architect	HRS	\$_____
0043	Civil Engineer	HRS	\$_____
0044	Structural Engineer	HRS	\$_____
0045	Interior Designer	HRS	\$_____
0046	Cost Engineer	HRS	\$_____
0047	Mechanical Engineer	HRS	\$_____
0048	Electrical Engineer	HRS	\$_____
0049	CADD Technican	HRS	\$_____
0050	Editor/Writer	HRS	\$_____
0051	Clerical	HRS	\$_____

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
0052	Project Scheduler	HRS	\$_____
0053	Certified Industrial Hygienist	HRS	\$_____
0054	Environmental Engineer	HRS	\$_____
0055	Environmental Bio-Engineer	HRS	\$_____
0056	Traffic Engineer	HRS	\$_____
0057	Procurement Specialist	HRS	\$_____
0058	Chemist	HRS	\$_____
0059	Geologist	HRS	\$_____
0060	Toxicologist	HRS	\$_____
0061	Microbiologist	HRS	\$_____
0062	Chemical Engineer	HRS	\$_____

PRIME CONTRACTOR COEFFICIENT TO LABOR, EQUIPMENT, MATERIALS, FIELD OVERHEAD, SUBCONTRACTS, PROFESSIONAL DESIGN SERVICES (Contract cost less profit)

0063	Coefficient to be applied to R.S. Means “2002 Building Construction Cost Data” bare cost data for field and home office overhead on materials, labor and equipment cost. For construction tasking only.	_____coefficient
0064	For work items not covered by R.S. Means, Coefficient to be applied to labor, equipment, materials and subcontract for field and home office overhead. For construction tasking only.	_____ coefficient
0065	Coefficient to be applied to Professional Design and Assessment In House Service (other than labor) for home office overhead.	_____coefficient
0066	Coefficient to be applied to Professional Design and Assessment Subcontracted Service for home office overhead.	_____coefficient

CONTRACT SCHEDULE 3

(APPLICABLE TO ALL TASK ORDERS ISSUED IN THE SECOND OPTION PERIOD.)

THE FOLLOWING FULLY BURDENED LABOR RATES INCLUDE THE FOLLOWING BURDENS:

Labor Overhead _____% General and Administrative _____% Other _____%

GENERAL CONTRACTOR'S FIELD SUPERVISORY AND MANAGEMENT DIRECT LABOR COST
(Include all fringe benefits, insurance and taxes)

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
0067	G.C. Site Supervisor	HRS	\$_____
0068	G.C. Field Superintendent	HRS	\$_____
0069	G.C. Quality Control Manager (When separate person to be furnished)	HRS	\$_____
0070	G.C. Field Office Engineer	HRS	\$_____
0071	G.C. Field Office Clerk	HRS	\$_____
0072	Security Engineer	HRS	\$_____
0073	Principal General Contractor	HRS	\$_____
0074	Project Manager Engineer	HRS	\$_____
0075	Architect	HRS	\$_____
0076	Civil Engineer	HRS	\$_____
0077	Structural Engineer	HRS	\$_____
0078	Interior Designer	HRS	\$_____
0079	Cost Engineer	HRS	\$_____
0080	Mechanical Engineer	HRS	\$_____
0081	Electrical Engineer	HRS	\$_____
0082	CADD Technican	HRS	\$_____
0083	Editor/Writer	HRS	\$_____
0084	Clerical	HRS	\$_____

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
0085	Project Scheduler	HRS	\$_____
0086	Certified Industrial Hygienist	HRS	\$_____
0087	Environmental Engineer	HRS	\$_____
0088	Environmental Bio-Engineer	HRS	\$_____
0089	Traffic Engineer	HRS	\$_____
0090	Procurement Specialist	HRS	\$_____
0091	Chemist	HRS	\$_____
0092	Geologist	HRS	\$_____
0093	Toxicologist	HRS	\$_____
0094	Microbiologist	HRS	\$_____
0095	Chemical Engineer	HRS	\$_____

PRIME CONTRACTOR COEFFICIENT TO LABOR, EQUIPMENT, MATERIALS, FIELD OVERHEAD, SUBCONTRACTS, PROFESSIONAL DESIGN SERVICES (Contract cost less profit)

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
0096	Coefficient to be applied to R.S. Means "2002 Building Construction Cost Data" bare cost data for field and home office overhead on materials, labor and equipment cost. For construction tasking only.		_____coefficient
0097	For work items not covered by R.S. Means, Coefficient to be applied to labor, equipment, materials and subcontract for field and home office overhead. For construction tasking only.		_____ coefficient
0098	Coefficient to be applied to Professional Design and Assessment In House Service (other than labor) for home office overhead.		_____coefficient
0099	Coefficient to be applied to Professional Design and Assessment Subcontracted Service for home office overhead.		_____coefficient

SECTION 00110**Submission Requirements and Instructions****1. PROPOSALS**

Proposals for the work described herein, will be received until the date and time indicated on Standard Form 1442 in Section 00010, at the following address:

U.S. Army Engineer District, Kansas City
757 Federal Building
601 East 12th Street
ATTN: CENWK-CT-C/Wellons
Kansas City, Missouri 64106-2896

2. PROPOSAL FORMAT

a. The proposals shall be in the following format:

Proposal Document	Evaluation Factor	Original	Paper Copies	Electronic (CD) Copy*
VOLUME 1, Part 1	- Corporate Experience	1	6	1
VOLUME 1, Part 2	- Past Performance	1	6	1
VOLUME 1, Part 3	- Management Plan	1	6	1
VOLUME 2	- Subcontracting Plan	1	1	1
VOLUME 3	- Price	1	3	1

* Electronic Copy may combine all volumes on one CD or multiple 3.5 disks. Documents must be readable by Acrobat Reader 5.0 or Microsoft Office (PC) products. A certificate that the contents of the CD match exactly that which is provided on the original provided on paper will accompany the electronic copy. The electronic copy must be received within five (5) business days of the proposal due date.

The information required by paragraph: INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION, subparagraph (c)(2), shall be included in Volume 1, before Part 1.

b. Proposal Characteristics.

(1) All text must be legible and easily read. The page size of the offeror's proposal shall not exceed 8-1/2 inch by 11 inch. Diagrams, charts and tables shall conform to the paper size. All text shall be typed single-spaced. Margins (1-inch) shall be clean and clear. If fold-out charts are unavoidable and are to be utilized, all sheets shall be reproduced on 11 inch by 17 inch, and folded to 8-1/2 inch by 11 inch sheet size with title clearly visible at bottom right corner. Each volume shall be contained within a separate 3-ring binder (no heat or spiral bound volumes). Not to exceed 200 pages. More than 200 pages will not be allowed. *Should the proposal exceed 200 pages, pages 201 through the end will be discarded and will not be evaluated.*

(2) All proposals shall contain the requirements stated herein and every volume shall be identified by the volume number and name, address, and telephone number of the prime on the cover. Each volume shall also contain a Table of Contents, List of Tables, List of Figures, List of Appendices, List of Acronyms and at the bottom left side of each page the volume number shall be included. The list of acronyms should include all acronyms appearing in the volume. The offeror's name, address, signature, and telephone number shall appear on any document to be evaluated.

(3) Proposal clarity, organization (as requested in this solicitation) and cross referencing is mandatory. No material shall be incorporated by reference. General cross-references or cross referencing guides

will not be considered as appropriate cross references. In order for the proposal to receive an in-depth evaluation, it is necessary that the proposal be presented in a manner that will provide clarity, organization and cross referencing as required.

(4) Each evaluation factor and subfactor in Volume 1 shall be described in a separate section, appropriately tabbed in a report form. The information in all volumes shall be concise. Elaborate presentations are not necessary or desirable.

(5) The offeror shall submit Section 00010 and the Standard Form 1442 of this solicitation with his prices. Offerors may be required to provide complete cost and pricing data and certification or information other than cost or pricing data at a later date if needed to adequately evaluate price proposals.

3. PROPOSAL CONTENT

a. The Government may award a contract based on initial proposals received, without discussion of such proposals, to the offeror providing the best value to the government as evaluated using applicable factors. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and technical standpoint that the offeror can submit to the Government. However, the Government may request additional information from offerors of proposals, which clarifies, supplements and/or changes, any proposal as submitted.

b. Each offeror's ability to perform the work set forth in this solicitation will be evaluated on the basis of his knowledge and understanding of the work, the quality provided by his total proposal and his capability and responsibility to accomplish the project. The evaluation will be based on the offeror's proposals. The proposals shall present a comprehensive, straightforward analysis of the resources and expertise required to perform the work. While knowledge of the RFP requirements is a prerequisite to preparing proposals, restatement of the RFP requirements shall be avoided. Proposals shall emphasize knowledge and understanding of work performance, not work identification.

c. Best value proposals will be selected.

d. The following factors and subfactors will be used to evaluate each proposal.

VOLUME 1

FACTOR 1. Corporate Experience. Provide in detail the experience of your organization in contracts of similar type and complexity, including a list of contracts relevant to the proposed contracts which your organization has completed within the last six years, or which are currently under contract and more than 50% complete. Provide the project name, a short description, the size, the owner's name and telephone number, the date of completion and the percentage of the project accomplished with your own forces. Information regarding the type and extent of work completed under the contract shall be included. The proposal shall be broken into separate parts, as shown below. Separate project lists may be provided for each subfactor.

Contracts of similar type and complexity include contracts for the formulation of plans or planning procedures for integrated security engineering solutions for mitigating complex, multiple tactic threats to assets, including combinations of criminal, terrorist, and/or espionage related threats. Solutions must have been integrated across building, sitework, and electronic security system components. Capabilities provided included investigating and analyzing protective measures for acoustical eavesdropping threats. Application of engineering for all aspects of commercial and military electronic security systems (ESS) included, but was not limited to, Joint-Service Interior Intrusion Detection System (J-SIIDS) and Integrated Commercial Intrusion Detection System (ICIDS). Performance included security engineering site surveys (vulnerability assessments) that addressed the identification of threats to assets, the vulnerabilities of assets to those threats, and the protective measures to mitigate the threats. Performance included development of programming level design recommendations and construction cost estimates for security measures identified to mitigate shortcomings discovered during the security engineering survey and vulnerability assessment.

Specific areas to be highlighted include:

- Significant experience in conducting threat assessment for governmental facilities.
 - Experience in evaluating security operations for large organizations with multiple locations and type of facilities. Security operations include operating procedures and work policies.
 - Experience in conducting Crime Prevention through Environmental Design (CPTED) surveys.
 - Experience in providing strategic security planning services and providing cost estimates and implementation plans.
 - Experience in setting up organizational security awareness education programs.
 - Experience that demonstrates full multidiscipline capabilities in engineering and architectural design (including production of construction documents, specifications and design drawings.) Experience should include both the retrofit of existing facilities and construction of new facilities.
 - Experience in construction administration for the installation of security systems and force protection enhancements for existing facilities. In addition, experience with the construction of new facilities incorporating the latest technology in security monitoring and force protection.
 - Experience in the evaluation of security systems, policies and procedures in the post-occupancy of the facilities.
 - Certification of the Project Manager as a Certified Protection Professional (CPP) by the American Society for Industrial Security (ASIS), or other accreditation from a nationally recognized professional industrial security association or American Society of Civil Engineers Architectural Engineering Division Mitigation of the Effects of Terrorism.
 - Experience in using Corps of Engineers Technical Manuals in force protection and security engineering.
 - Experience in requirements determination, planning, design, and construction of active and passive measures required to protect population, area, and infrastructure.
 - Experience in requirements determination, planning, design, and construction of measures to deter, defend against, and mitigate the effects of threats, disasters, and attacks.
 - Experience in developing and implementing measures, structural and non-structural, which ensure availability, integrity, survivability, and adequacy of critical assets.
- a. Designer experience with projects of similar type, size and complexity. For this subfactor, identify projects where the offeror performed design services similar to this project.
- b. Construction experience with projects of similar type, size and complexity. For this subfactor, identify projects where the offeror performed construction services similar to this project. In addition to the above criteria, construction experience may also include either Civil Works or Military projects for the US Army Corps of Engineers or another Federal Agency in the approximate range of \$50,000 to \$3,000,000. "Civil Works" normally covers water control projects and minor building projects at lake projects. The work may include construction, renovation, repairs, preventive maintenance, and environmental abatement/improvements for security engineering and homeland defense type projects.
- c. Utilization of Small Businesses, Small Disadvantaged Businesses, and Women Owned Small Businesses. For each of the projects listed for subfactors a and b, identify the goals (if any) and the actual percentages of subcontracted dollars that were awarded and performed by small businesses, small disadvantaged businesses, and women owned small businesses. The percentage for small businesses should include all small businesses, including disadvantaged and women owned businesses. SF 294s, where available may be used. If the project was done for a non-federal organization, information normally provided on a SF 294 shall be provided in letter format.

FACTOR 2. Past Performance. Past performance will be evaluated in the areas indicated in the subfactors shown. Past performance information may be obtained from other than the sources identified by the offeror, included but not limited to past performance evaluations in the Construction Contractors Appraisal Support System (CCASS).

Provide a Performance Evaluation, for both construction and design, for five government or private projects of similar scope or complexity completed by the offeror as a prime contractor in the last three years. The Past Performance Evaluation Questionnaire along with a sample transmittal letter, are located at the end of this section and must be completed by personnel for whom the offeror has performed work. These Performance Evaluations must be provided by the offeror to persons who have knowledge of this information on past performance. Once completed, these evaluations must be sent directly to the address in Section 00100, Paragraph: PROPOSALS, by the persons completing these evaluations.

The offeror shall not review the Performance Evaluations after they have been completed, and the persons completing these evaluations shall be informed that the Government will hold their names confidential. At no time during the evaluation process, debriefings or after award, will the names of the individuals providing reference information about an offeror's past performance be revealed to the offeror or to any other party. The Government shall receive these evaluations no later than the date the offeror's proposal is due.

The Performance Evaluations should clearly identify the proposer's identity and the project or portion of a project being evaluated. It is helpful to give your evaluators a short synopsis of the project or portion of a project that you wish them to evaluate. It is also helpful to include an SASE or overnight delivery envelope addressed to the address found in Section 00100, paragraph: PROPOSALS, and inform the evaluators to forward the evaluation in a timely manner. It is the proposer's responsibility to ensure that evaluators have completed and forwarded the evaluation in a timely manner. Those Performance Evaluations not received by the time and date initial proposals are due will not be considered. In addition, the offeror will provide the following information in the proposal about these projects:

- i. Title, location and contract number.
- ii. Dates of contract execution (start and completion).
- iii. Contracting agency.
- iv. At least two current points of contact (names, current phone and fax numbers).
- v. Brief description of the circumstances surrounding the following as they apply and any corrective action taken to preclude recurrence:
 - (1) Contract termination, in whole or in part.
 - (2) Failure to complete awarded work.
 - (3) Liquidated damages or actual damages assessed for delay in meeting completion dates.

The following subfactors will be evaluated by the Government:

- a. **Quality of Product and Services.** Reviews how well the offeror has complied with contract requirements in the past and conformance with standards of good workmanship. Contractor Quality Control needs to be demonstrated and an achievement plan given.
- b. **Customer Satisfaction.** Reviews how satisfied prior customers and end users are with the offeror's completed work. Includes the willingness of prior customers to do business with the offeror again if given the choice.
- c. **Timeliness of Performance.** Reviews how well the contractor has adhered to contract schedules.

FACTOR 3. Management Plan. Provide in detail your organization's plan to manage, coordinate, integrate and control the work required for this project within the requirements of this RFP. See also paragraph: MANAGEMENT PLAN in Section 01100. The plan shall be broken down into three separate parts (each part will be evaluated as a separate subfactor):

- a. **General Management Structure and Plan.** In this section, include information regarding the overall management structure and management strategy and tactics you will use to successfully manage this contract. An organization chart showing the proposed management structure and chain of command (both for the organization responsible for this contract as well as the larger organization of the firm) shall be included. The Plan shall also cover manpower availability and utilization, including in-house, subcontractors and/or joint venture partners. The

Plan shall address the availability of additional regular employees who will be utilized in support of the project to indicate the depth and size of the offeror's organization. This data may be in summary form indicating the numbers of personnel by category, such as General Construction Superintendents, Quality Control personnel, Planning and Scheduling personnel, Safety Engineers, Procurement personnel, Contract Administrators, etc. Outline personnel task responsibilities.

Specific areas to be highlighted include:

- Capabilities
 - Efficient Utilization and Balance of Resources
 - Depth and Size of Organization
 - Ability to Respond and Mobilize
 - Corporate Commitments
 - Innovative Technology
- Organizational Structure
 - Organization Approach
 - Contractual Arrangements

b. Coordination of multiple subcontractors working on concurrent multiple task orders at different installations to meet specific schedule requirements and maintain adequate quality. The Plan shall indicate what work will be subcontracted and what work will be done by the offeror's own forces. The offeror shall state how multiple subcontractors will be coordinated on multiple concurrent task orders at different installations to complete the work within the timeframe specified for each task order, and still maintain adequate quality levels.

c. Key Personnel, Subcontractors and Outside Associates or Consultants. The offeror shall state the individuals, subcontractors, and outside associates or consultants that the offeror considers to be key to the success of the contract. At a minimum, resumes for the General Contractor's (G.C.) Site Supervisor, G.C. Field Superintendent, GC Quality Control Manager, Security Engineer, Principal Designer's Project Manager Engineer, and Certified Industrial Hygienist shall be provided. The offeror may provide additional resumes, within the page limitation, should they so desire. These individuals are key in accordance with SCR-DB-0004, Key Personnel, Subcontractors and Outside Associates or Consultants (See Section 00800).

VOLUME 2

FACTOR 4 - Subcontracting Plan. All items in the sample Subcontracting Plan format provided in Section 00600 must be discussed in the Subcontracting Plan submitted. Proposers must not give cursory answers or discussions to the issues that must be addressed in the Subcontracting Plan; full and complete information is required.

Small businesses are not required to submit a Subcontracting Plan nor the additional past utilization information stated above. Small businesses will receive an automatic "Excellent" rating for this factor. Subcontracting will be part of the trade off process in the best value determination by the Government and may be used as a final discriminator when comparing competing large businesses.

VOLUME 3

FACTOR 5 - Price. Offerors shall submit the Field Office Overhead and Contract Schedule, as found in Section 00010. The Proposal Schedule will be evaluated in accordance with paragraphs: BASIS FOR AWARD, EVALUATION FACTORS, and COST listed below. The Contract Schedule in Section 00010 shall be filled out in full and submitted in volume 3.

Deviation of Coefficient. The offerors' proposal shall clearly show how the coefficients were calculated by showing how they are broken down by Home Office Overhead, Branch Office Overhead, Field Office Overhead, materials, equipment, labor, fringe benefits, insurance, all federal taxes, and state taxes. Also indicate any adjustment to cost due to locality, efficiency, effort, materials, labor or equipment.

ADDITIONAL INFORMATION TO BE PROVIDED IN VOLUME 3:

- 1) The Offer (the SF1442) duly executed with an original signature by an official authorized to bind the company.
- 2) Acknowledgement of all amendments to the solicitation in accordance with the instructions on the Standard Form 30 (amendment form).
- 3) The completed Section 00600 of the solicitation (Representations and Certifications).
- 4) For joint ventures, the information required by paragraph "Joint Ventures."

4. JOINT VENTURES

Joint ventures shall submit the following additional documentation regarding their business entities:

- (a) A certified copy of their Joint Venture agreement.
- (b) A detailed statement outlining the following in terms of percentages, where appropriate.
 - (1) The relationship of the joint venture parties in terms of business ownership, capital contribution, and profit distribution or loss sharing.
 - (2) The management approach of the joint venture in terms of who will conduct, direct, supervise and control the project and have custody and control of the assets of the joint venture and perform the duties necessary to complete the work.
 - (3) The structure of the joint venture and decision-making responsibilities of the joint venture parties in terms of who will control the manner and method of performance of the work.
 - (4) The bonding responsibilities of the joint venture parties.
 - (5) Identification of the key personnel having authority to legally bind the joint venture to subcontracts and state who will provide or contract for the labor and materials for the joint venture.
 - (6) Identification of party maintaining the joint venture bank accounts for the payment of all expenses and the deposits of all receipts, keep the books and records, and pay applicable taxes for the joint venture.
 - (7) Identification of party furnishing the facilities, such as office supplies and telephone service.
 - (8) Identification of party having overall control of the joint venture.

Other sections of the proposal shall identify, where appropriate, whether key personnel are employees of the individual joint venture parties and identify the party, or hired as employees of the joint venture.

If one of the joint venture parties possesses experience and/or past performance as a Federal Government contractor or as a Corps of Engineers contractor, that experience and/or past performance will be included as the experience and/or past performance of the joint venture.

SECTION 00120**Proposal Evaluation and Contract Award****1. FORMAL SOURCE SELECTION PROCESS**

All offers received in response to this solicitation will be evaluated in accordance with formal source selection procedures. The principle objective of this process is to select responsible offerors to be the overall Best Value to the Government, price and other factors considered (the Best Value). The Government reserves the right to consider and evaluate information regarding past performance from sources outside the proposal. The right is reserved to reject any or all offers. Award may be made to the superior proposals, regardless of cost or price, provided that price is determined to be reasonable. The process is designed to ensure the impartial, equitable, and comprehensive evaluation of all technically acceptable, responsible proposals received in response to this particular solicitation.

a. Source Selection Organization.

The source selection organization is established as a separate organization and management chain of command whose only purpose is to accomplish the objective above. The organization consists of a Source Selection Authority (SSA), Source Selection Advisory Council (SSAC) and a Source Selection Evaluation Board (SSEB). The SSEB is comprised of separate Technical Evaluation and Price Evaluation teams. The organization is designed to ensure active ongoing involvement of appropriate contracting, technical, logistics, legal, price analysis, small business, and other functional staff management expertise.

b. Source Selection Procedure.

The source selection procedures will begin with an initial review of proposals and continue with a technical and price evaluation conducted by the SSEB. The SSEB shall evaluate the proposals based solely on the evaluation criteria identified in paragraph: Evaluation Factors, below. The results of the SSEB evaluations will be presented to the SSAC, who will rank the proposals based on the Best Value to the Government, price and other factors considered. The SSA will also either make the final source selection decision or determine whether it is appropriate to engage in clarifications or communication prior to establishment of a competitive range, or to establish a competitive range and conduct discussions with those offerors that are included in the competitive range. The Government intends to award without discussions. All communications leading to establishment of the competitive range will be conducted in accordance with FAR Part 15.306b.

If a competitive range is established, discussions will be conducted with offerors who are included in the competitive range. After conclusion of discussions and receipt of final revised technical proposals, the SSEB will complete the evaluation and establish final ratings. Results of the final technical ratings will be presented to the SSAC. The SSAC shall then rank the proposals based on the Best Value to the Government, price and other factors considered, and present to the SSA for the final source selection decision. If appropriate, the SSA will apply the tradeoff process in the Best Value Continuum.

The proposals received in response to this RFP will be evaluated utilizing a rating system to select the most advantageous proposal. To be considered acceptable, each offeror shall specifically address each of the evaluation factors listed below. Sufficient detail shall be provided, citing specific data as may be required, such that the proposal may be adequately evaluated. The proposal must show clearly that the offeror has an understanding of the work tasks required and has the capability and responsibility to accomplish the project.

The Government is not responsible for information overlooked during the evaluation that is not located in the appropriate proposal section. To ensure that evaluation credit is appropriately received for proposal material submitted, do not incorporate by reference documents not contained in the proposal. References to other sections of the proposal shall be by specific paragraph number (and name, if applicable), page number and section.

2. BASIS FOR AWARD

The Government intends to select, without discussions, up to two responsible offerors whose proposals conform to the solicitation and are determined to be the Best Value to the Government in accordance with the following relationship between price and technical merit. The technical evaluation factors, when combined, are significantly more important than price (see paragraphs below: Relative Weight of Technical Evaluation Criteria and Price). The closer the total evaluated technical scores of acceptable proposals are to one another, the greater will be the importance of price in making the selection determination. The closer the final price evaluations are to one another, the greater will be the importance of the total evaluated technical scores in making the selection determination.

3. EVALUATION FACTORS

Evaluation factors are listed below. All factors will be evaluated on the completeness, conciseness, and relevance of information provided. These factors are listed in the order of importance described in paragraph: Relative Weight of Technical Evaluation Criteria, with price being significantly less important than all technical factors combined.

FACTOR 1 (Volume 1, Part 1) – Corporate Experience

- a. Designer Experience with projects of similar type, size and complexity.
- b. Construction experience with projects of similar type, size and complexity.
- c. Extent of subcontracting with small businesses, small disadvantaged businesses and women-owned businesses.

FACTOR 2 (Volume 1, Part 2) – Past Performance

- a. Quality of product and service.
- b. Customer satisfaction.
- c. Timeliness of performance.

FACTOR 3 (Volume 1, Part 3) – Management Plan

- a. General management structure and plan.
- b. Coordination of multiple subcontractors working on concurrent multiple task orders at different installations to meet specific schedule requirements and maintain adequate quality
- c. Key Personnel, Subcontractors, and Outside Associates and Consultants

FACTOR 4 (Volume 2) – Subcontracting Plan

FACTOR 5 (Volume 3) – Price

4. RELATIVE WEIGHT OF TECHNICAL EVALUATION CRITERIA

Factor 1 is the most important technical factor. Within Factor 1, subfactor a is most important and subfactor b is slightly less important than subfactor a. Subfactor c is significantly less important than subfactor b.

Factor 2 is slightly more important than factor 3. Factor 2 is weighted slightly less than Factor 1. Within Factor 2, subfactor a is the most important; subfactor b is slightly less important than subfactor a; and subfactor c is slightly less important than subfactor b.

Factor 3 is significantly more important than factor 4. Within Factor 3, each subfactor is equal in value.

Factor 4 is significantly less important than Factor 3.

Factor 5 (Price) is significantly less important than Factors 1 – 4 combined.

5. PAST PERFORMANCE

In the course of evaluating offerors' proposals, the Source Selection Evaluation Board may contact references submitted by the offeror. The SSEB may also check past performance information obtained from sources other than those identified by the offeror.

At no time during this process, nor during the debriefing, nor after award, will the names of the individuals providing reference information about an offeror's past performance be revealed to the offerors or to any other party.

Sheer numbers of confirmed negative comments may not give the offeror an overall rating of less than satisfactory. Negative comments in areas that are not of vital importance to the successful performance of this contract may not result in a rating of less than satisfactory. Conversely, one or only a few negative confirmed comments in areas of vital importance to the successful performance of this contract may render an overall past performance rating less than satisfactory.

During the evaluation, the following will also be taken into consideration: the age and relevance of past performance information; the offeror's overall work record; if there are any problems identified, the number, type, and severity of the problems and the effectiveness of corrective actions taken.

During the ranking process the SSA may also consider past performance information in evaluating overall risk associated with a particular offeror.

6. SMALL DISADVANTAGED AND WOMEN-OWNED BUSINESS SUBCONTRACTING PLAN

The Government will evaluate the Subcontracting Plan in accordance with Appendix CC, Subcontracting Plan Evaluation Guide, of the Army Federal Acquisition Regulation Supplement (AFARS).

Small businesses are not required to submit a Subcontracting Plan nor the additional past utilization information stated above. Small businesses will receive an automatic "Excellent" rating for Factors 3d and 4. Subcontracting will be part of the trade off process in the best value determination by the Government and may be used as a final discriminator when comparing competing large businesses.

7. PRICE

a. Price will not be point-scored, but will be subjectively evaluated. The specific evaluation process is described below. The technical evaluation factors, when combined, are significantly more important than price. The closer the total evaluated technical scores of acceptable offers are to one another, the greater will be the importance of price in making the selection determination. The closer the final price evaluations are to one another, the greater will be the importance of the total evaluated technical scores in making the selection determination.

b. In the event, during the course of the analysis, the Price Evaluation Team (PET) has reason to question the reasonableness of a price proposal, or has reason to believe there is unbalancing in the price proposal, the PET may conduct such additional reasonable analysis as it requires in order to complete a thorough price analysis. Because the evaluation of the price proposal will represent a portion of the total evaluation, it is possible that an offeror might not be selected because of an unbalanced or an unreasonable price proposal.

c. The Price Evaluation Team (PET) for Best Value determination will evaluate each proposal's labor category cost and coefficients. This will be done by first analyzing the rates to determine reasonableness and realism. A second approach will apply the labor category costs and coefficient(s) to a predetermined, though undisclosed, hypothetical task order. The hypothetical task order may not include all the labor categories or coefficients. A third analysis will

be the calculation of a composite hourly labor rate using the proposed labor rates weighted according to predetermined, though undisclosed, anticipated utilization of respective labor categories. The cost increase for the option years will also be evaluated for best value. Of the four analyses to be completed, the third analysis (weighted labor rates) is most important, the second analysis (hypothetical task order) is slightly less important, and the first and last analyses are slightly less important than the second. The hypothetical task order will not be released prior to award to maintain the integrity of the evaluation.

d. The evaluated price information will be reported to the SSA. The SSA will utilize the technical ratings and the price evaluations in preparing its overall ranking of the proposals and as to the Best Value determination for selection of successful offerors.

8. DEBRIEFING

In accordance with FAR 15.505 Preaward Debriefing of Offerors, and FAR 15.506 Postaward Debriefing of Offerors, the offeror should be aware of the following.

PREAWARD DEBRIEFING OF OFFERORS (FAR 15.505)

Offerors excluded from the competitive range or otherwise excluded from the competition before award may request a debriefing before award (10 U.S.C. 2305(b)(6)(A) and 41 U.S.C. 253b(f)-(h)).

(a)(1) The offeror may request a preaward debriefing by submitting a written request for debriefing to the Contracting Officer within 3 days after receipt of the notice of exclusion from the competition.

(2) At the offeror's request, this debriefing may be delayed until after award. If the debriefing is delayed until after award, it shall include all information normally provided in a postaward debriefing (see 15.506(d)). Debriefings delayed pursuant to this paragraph could affect the timeliness of any protest filed subsequent to the debriefing.

(3) If the offeror does not submit a timely request, the offeror need not be given either a preaward or a postaward debriefing. Offerors are entitled to no more than one debriefing for each proposal.

(b) The Contracting Officer shall make every effort to debrief the unsuccessful offeror as soon as practicable, but may refuse the request for a debriefing if, for compelling reasons, it is not in the best interests of the Government to conduct a debriefing at that time. The rationale for delaying the debriefing shall be documented in the contract file. If the Contracting Officer delays the debriefing, it shall be provided no later than the time postaward debriefings are provided under 15.506. In that event, the Contracting Officer shall include the information at 15.506(d) in the debriefing.

(c) Debriefings may be done orally, in writing, or by any other method acceptable to the Contracting Officer.

(a) The Contracting Officer should normally chair any debriefing session held. Individuals who conducted the evaluations shall provide support.

(b) At minimum, preaward debriefings shall include--

(1) The agency's evaluation of significant elements in the offeror's proposal;

(2) A summary of the rationale for eliminating the offeror from the competition; and

(3) Reasonable responses to relevant questions about whether source selection procedures contained in the solicitation, applicable regulations, and other applicable authorities were followed in the process of eliminating the offeror from the competition.

(c) Preaward debriefings shall not disclose--

- (1) The number of offerors;
 - (2) The identity of other offerors;
 - (3) The content of other offerors' proposals;
 - (4) The ranking of other offerors;
 - (5) The evaluation of other offerors; or
 - (6) Any of the information prohibited in 15.506(e).
- (d) An official summary of the debriefing shall be included in the contract file.

POSTAWARD DEBRIEFING OF OFFERORS FAR 15.506

(a)(1) An offeror, upon its written request received by the agency within 3 days after the date on which that offeror has received notification of contract award in accordance with 15.503(b), shall be debriefed and furnished the basis for the selection decision and contract award.

(2) To the maximum extent practicable, the debriefing should occur within 5 days after receipt of the written request. Offerors that requested a postaward debriefing in lieu of a preaward debriefing, or whose debriefing was delayed for compelling reasons beyond contract award, also should be debriefed within this time period.

(3) An offeror that was notified of exclusion from the competition (see 15.505(a)), but failed to submit a timely request, is not entitled to a debriefing.

(4)(i) Untimely debriefing requests may be accommodated.

(ii) Government accommodation of a request for delayed debriefing pursuant to 15.505(a)(2), or any untimely debriefing request, does not automatically extend the deadlines for filing protests. Debriefings delayed pursuant to 15.505(a)(2) could affect the timeliness of any protest filed subsequent to the debriefing.

(b) Debriefings of successful and unsuccessful offerors may be done orally, in writing, or by any other method acceptable to the Contracting Officer.

(c) The Contracting Officer should normally chair any debriefing session held. (Individuals who conducted the evaluations shall provide support.)

(d) At a minimum, the debriefing information shall include--

(1) The Government's evaluation of the significant weaknesses or deficiencies in the offeror's proposal, if applicable;

(2) The overall evaluated price (including unit prices), and technical rating, if applicable, of the successful offeror and the debriefed offeror, and past performance information on the debriefed offeror;

(3) The overall ranking of all offerors, when any ranking was developed by the agency during the source selection;

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror; and

(6) Reasonable responses to relevant questions about whether source selection procedures contained in the solicitation, applicable regulations, and other applicable authorities were followed.

(e) The debriefing shall not include point-by-point comparisons of the debriefed offeror's proposal with those of other offerors. Moreover, the debriefing shall not reveal any information prohibited from disclosure by 24.202 or exempt from release under the Freedom of Information Act (5 U.S.C. 552) including--

(1) Trade secrets;

(2) Privileged or confidential manufacturing processes and techniques;

(3) Commercial and financial information that is privileged or confidential, including cost breakdowns, profit, indirect cost rates, and similar information; and

(4) The names of individuals providing reference information about an offeror's past performance.

(f) An official summary of the debriefing shall be included in the contract file.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			J	1	8
2. AMENDMENT/MODIFICATION NO. 0004	3. EFFECTIVE DATE 20-Mar-2002	4. REQUISITION/PURCHASE REQ. NO. W58XUW-1354-7983	5. PROJECT NO.(If applicable)		
6. ISSUED BY USAED, KANSAS CITY 760 FEDERAL BUILDING 601 E 12TH STREET KANSAS CITY MO 64106-2896	CODE W58XUW	7. ADMINISTERED BY (If other than item 6)		CODE	
		See Item 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)			X	9A. AMENDMENT OF SOLICITATION NO. DACA41-02-R-0004	
			X	9B. DATED (SEE ITEM 11) 06-Feb-2002	
				10A. MOD. OF CONTRACT/ORDER NO.	
				10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A.THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B.THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C.THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D.OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) MULTIPLE AWARD TASK ORDER (MATOC) CONTRACTS FOR IDIQ DESIGN-BUILD CONSTRUCTION FOR SECURITY ENGINEERING AND HOMELAND DEFESNE FOR THE KANSAS CITY DISTRICT WITHIN THE FOUR STATE AREA OF KANSAS, MISSOURI, NEBRASKA AND IOWA.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)		20-Mar-2002	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

1. Changes in Solicitation/Contract/Order Form

The required response date/time has changed from 29-Mar-2002 14:00 to 02-Apr-2002 14:00

2. Changes in Section 00010

The Contract Schedule is amended to allow for separate pricing for home office and field office labor. If the contract schedule from Amendment 0003 is used in the contractor's proposal, it will be interpreted that the rates for home office labor and field office labor are the same.

3. Changes in Section 00110

The following clauses which are incorporated by full text have been modified:

Paragraph 1.b, "Proposal Characteristics," subparagraph (1) is modified as follows:

All text must be legible and easily read. The page size of the offeror's proposal shall not exceed 8-1/2 inch by 11 inch. Diagrams, charts and tables shall conform to the paper size. All text shall be typed single-spaced. Margins (1-inch) shall be clean and clear. If fold-out charts are unavoidable and are to be utilized, all sheets shall be reproduced on 11 inch by 17 inch, and folded to 8-1/2 inch by 11 inch sheet size with title clearly visible at bottom right corner (will be counted as two sheets). Each volume shall be contained within a separate 3-ring binder (no heat or spiral bound volumes). Page Limitation: Not to exceed 200 pages. More than 200 pages will not be allowed in Volume 1. The following pages will not count towards the page limitation: Table of Contents, List of Tables, List of Figures, List of Appendices, and List of Acronyms. Pages subject to the page limitation will be consecutively numbered on the bottom right side of each page. *Should the proposal exceed 200 pages, pages 201 through the end will be discarded and will not be evaluated.*

VOLUME 1, Factor 1, Paragraph (c), is modified as follows:

Utilization of Small Businesses, Small Disadvantaged Businesses, and Women Owned Small Businesses. For ten of the most relevant projects listed for Corporate Experience, identify the goals (if any) and the actual percentages of subcontracted dollars that were awarded and performed by small businesses, small disadvantaged businesses, and women owned small businesses. The percentage for small businesses should include all small businesses, including disadvantaged and women owned businesses. SF 294s, where available may be used. If the project was done for a non-federal organization, information normally provided on a SF 294 shall be provided in letter format.

VOLUME 3, Paragraph 2, is modified as follows:

Derivation of Coefficient. The offerors' proposal shall clearly show how the coefficients were calculated by showing how they are broken down by Home Office Overhead, Branch Office Overhead, Field Office Overhead, materials, equipment, labor, fringe benefits, insurance, all federal taxes, and state taxes. Also indicate any adjustment to cost due to locality, efficiency, effort, materials, labor or equipment.

4. Changes in Section 01130, paragraph 4, "Security Requirement" is deleted.

CONTRACT SCHEDULE

SCHEDULE 1

(APPLICABLE TO ALL TASK ORDERS ISSUED IN THE BASE PERIOD.)

ITEM NO.	DESCRIPTION	UNIT	HO UNIT PRICE	FO UNIT PRICE
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THE FOLLOWING FULLY BURDENED LABOR RATES INCLUDE THE FOLLOWING BURDENS :

Home Office (HO) Labor Markup _____% Field Office (FO) Labor Markup _____%

GENERAL CONTRACTOR'S FIELD SUPERVISORY AND MANAGEMENT DIRECT LABOR COST
(Include all fringe benefits, insurance and taxes)

0001	G.C. Site Supervisor	HRS	\$_____	\$_____
0002	G.C. Field Superintendent	HRS	\$_____	\$_____
0003	G.C. Quality Control Manager (When separate person to be furnished)	HRS	\$_____	\$_____
0004	G.C. Field Office Engineer	HRS	\$_____	\$_____
0005	G.C. Field Office Clerk	HRS	\$_____	\$_____
0006	Security Engineer	HRS	\$_____	\$_____
0007	General Contractor Principal	HRS	\$_____	\$_____
0008	Project Manager Engineer	HRS	\$_____	\$_____
0009	Architect	HRS	\$_____	\$_____
0010	Civil Engineer	HRS	\$_____	\$_____
0011	Structural Engineer	HRS	\$_____	\$_____
0012	Interior Designer	HRS	\$_____	\$_____
0013	Cost Engineer	HRS	\$_____	\$_____
0014	Mechanical Engineer	HRS	\$_____	\$_____
0015	Electrical Engineer	HRS	\$_____	\$_____
0016	CADD Technician	HRS	\$_____	\$_____
0017	Editor/Writer	HRS	\$_____	\$_____
0018	Clerical	HRS	\$_____	\$_____

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>HO UNIT PRICE</u>	<u>FO UNIT PRICE</u>
0019	Project Scheduler	HRS	\$_____	\$_____
0020	Certified Industrial Hygienist	HRS	\$_____	\$_____
0021	Environmental Engineer	HRS	\$_____	\$_____
0022	Environmental Bio-Engineer	HRS	\$_____	\$_____
0023	Traffic Engineer	HRS	\$_____	\$_____
0024	Procurement Specialist	HRS	\$_____	\$_____
0025	Chemist	HRS	\$_____	\$_____
0026	Geologist	HRS	\$_____	\$_____
0027	Toxicologist	HRS	\$_____	\$_____
0028	Microbiologist	HRS	\$_____	\$_____
0029	Chemical Engineer	HRS	\$_____	\$_____

1. PRIME CONTRACTOR COEFFICIENT TO LABOR, EQUIPMENT, MATERIALS, FIELD OVERHEAD, SUBCONTRACTS, PROFESSIONAL DESIGN SERVICES (Contract cost less profit)

- 0030 Coefficient to be applied to R.S. Means “2002 Building Construction Cost Data” bare cost data for field and home office overhead on materials, labor and equipment cost.
For construction tasking only. _____coefficient
- 0031 For work items not covered by R.S. Means, Coefficient to be applied to labor, equipment, materials and subcontract for field and home office overhead.
For construction tasking only. _____ coefficient
- 0032 Coefficient to be applied to Professional Design and Assessment In House Service (other than labor) for home office overhead. _____coefficient
- 0033 Coefficient to be applied to Professional Design and Assessment Subcontracted Service for home office overhead. _____coefficient

CONTRACT SCHEDULE 2

(APPLICABLE TO ALL TASK ORDERS ISSUED IN THE FIRST OPTION PERIOD.)

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>HO UNIT PRICE</u>	<u>FO UNIT PRICE</u>
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THE FOLLOWING FULLY BURDENED LABOR RATES INCLUDE THE FOLLOWING BURDENS:

Home Office (HO) Labor Markup _____% Field Office (FO) Labor Markup _____%

GENERAL CONTRACTOR'S FIELD SUPERVISORY AND MANAGEMENT DIRECT LABOR COST
(Include all fringe benefits, insurance and taxes)

0034	G.C. Site Supervisor	HRS	\$ _____	\$ _____
0035	G.C. Field Superintendent	HRS	\$ _____	\$ _____
0036	G.C. Quality Control Manager	HRS	\$ _____	\$ _____
0037	G.C. Field Office Engineer	HRS	\$ _____	\$ _____
0038	G.C. Field Office Clerk	HRS	\$ _____	\$ _____
0039	Security Engineer	HRS	\$ _____	\$ _____
0040	General Contractor Principal	HRS	\$ _____	\$ _____
0041	Project Manager Engineer	HRS	\$ _____	\$ _____
0042	Architect	HRS	\$ _____	\$ _____
0043	Civil Engineer	HRS	\$ _____	\$ _____
0044	Structural Engineer	HRS	\$ _____	\$ _____
0045	Interior Designer	HRS	\$ _____	\$ _____
0046	Cost Engineer	HRS	\$ _____	\$ _____
0047	Mechanical Engineer	HRS	\$ _____	\$ _____
0048	Electrical Engineer	HRS	\$ _____	\$ _____
0049	CADD Technician	HRS	\$ _____	\$ _____
0050	Editor/Writer	HRS	\$ _____	\$ _____
0051	Clerical	HRS	\$ _____	\$ _____

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>HO UNIT PRICE</u>	<u>FO UNIT PRICE</u>
0052	Project Scheduler	HRS	\$_____	\$_____
0053	Certified Industrial Hygienist	HRS	\$_____	\$_____
0054	Environmental Engineer	HRS	\$_____	\$_____
0055	Environmental Bio-Engineer	HRS	\$_____	\$_____
0056	Traffic Engineer	HRS	\$_____	\$_____
0057	Procurement Specialist	HRS	\$_____	\$_____
0058	Chemist	HRS	\$_____	\$_____
0059	Geologist	HRS	\$_____	\$_____
0060	Toxicologist	HRS	\$_____	\$_____
0061	Microbiologist	HRS	\$_____	\$_____
0062	Chemical Engineer	HRS	\$_____	\$_____

2. PRIME CONTRACTOR COEFFICIENT TO LABOR, EQUIPMENT, MATERIALS, FIELD OVERHEAD, SUBCONTRACTS, PROFESSIONAL DESIGN SERVICES (Contract cost less profit)

- 0063 Coefficient to be applied to R.S. Means “2002 Building Construction Cost Data” bare cost data for field and home office overhead on materials, labor and equipment cost.
For construction tasking only. _____coefficient
- 0064 For work items not covered by R.S. Means,
Coefficient to be applied to labor, equipment, materials and subcontract for field and home office overhead.
For construction tasking only. _____ coefficient
- 0065 Coefficient to be applied to Professional Design and Assessment In House Service (other than labor) for home office overhead. _____coefficient
- 0066 Coefficient to be applied to Professional Design and Assessment Subcontracted Service for home office overhead. _____coefficient

CONTRACT SCHEDULE 3

(APPLICABLE TO ALL TASK ORDERS ISSUED IN THE SECOND OPTION PERIOD.)

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>HO UNIT PRICE</u>	<u>FO UNIT PRICE</u>
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THE FOLLOWING FULLY BURDENED LABOR RATES INCLUDE THE FOLLOWING BURDENS:

Home Office (HO) Labor Markup _____% Field Office (FO) Labor Markup _____%

GENERAL CONTRACTOR'S FIELD SUPERVISORY AND MANAGEMENT DIRECT LABOR COST
(Include all fringe benefits, insurance and taxes)

0067	G.C. Site Supervisor	HRS	\$ _____	\$ _____
0068	G.C. Field Superintendent	HRS	\$ _____	\$ _____
0069	G.C. Quality Control Manager (When separate person to be furnished)	HRS	\$ _____	\$ _____
0070	G.C. Field Office Engineer	HRS	\$ _____	\$ _____
0071	G.C. Field Office Clerk	HRS	\$ _____	\$ _____
0072	Security Engineer	HRS	\$ _____	\$ _____
0073	Principal General Contractor	HRS	\$ _____	\$ _____
0074	Project Manager Engineer	HRS	\$ _____	\$ _____
0075	Architect	HRS	\$ _____	\$ _____
0076	Civil Engineer	HRS	\$ _____	\$ _____
0077	Structural Engineer	HRS	\$ _____	\$ _____
0078	Interior Designer	HRS	\$ _____	\$ _____
0079	Cost Engineer	HRS	\$ _____	\$ _____
0080	Mechanical Engineer	HRS	\$ _____	\$ _____
0081	Electrical Engineer	HRS	\$ _____	\$ _____
0082	CADD Technician	HRS	\$ _____	\$ _____
0083	Editor/Writer	HRS	\$ _____	\$ _____
0084	Clerical	HRS	\$ _____	\$ _____

ITEM NO.	DESCRIPTION	UNIT	HO UNIT PRICE	FO UNIT PRICE
0085	Project Scheduler	HRS	\$_____	\$_____
0086	Certified Industrial Hygienist	HRS	\$_____	\$_____
0087	Environmental Engineer	HRS	\$_____	\$_____
0088	Environmental Bio-Engineer	HRS	\$_____	\$_____
0089	Traffic Engineer	HRS	\$_____	\$_____
0090	Procurement Specialist	HRS	\$_____	\$_____
0091	Chemist	HRS	\$_____	\$_____
0092	Geologist	HRS	\$_____	\$_____
0093	Toxicologist	HRS	\$_____	\$_____
0094	Microbiologist	HRS	\$_____	\$_____
0095	Chemical Engineer	HRS	\$_____	\$_____

3. PRIME CONTRACTOR COEFFICIENT TO LABOR, EQUIPMENT, MATERIALS, FIELD OVERHEAD, SUBCONTRACTS, PROFESSIONAL DESIGN SERVICES (Contract cost less profit)

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE
0096	Coefficient to be applied to R.S. Means "2002 Building Construction Cost Data" bare cost data for field and home office overhead on materials, labor and equipment cost. For construction tasking only.		_____coefficient
0097	For work items not covered by R.S. Means, Coefficient to be applied to labor, equipment, materials and subcontract for field and home office overhead. For construction tasking only.		_____ coefficient
0098	Coefficient to be applied to Professional Design and Assessment In House Service (other than labor) for home office overhead.		_____coefficient
0099	Coefficient to be applied to Professional Design and Assessment Subcontracted Service for home office overhead.		_____coefficient

SOLICITATION, OFFER, AND AWARD (Continued)

(Construction, Alteration, or Repair)

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*

15. TELEPHONE NO. *(Include area code)*

16. REMITTANCE ADDRESS *(Include only if different than Item 14)*

See Item 14

CODE

FACILITY CODE

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

AMOUNTS

SEE SCHEDULE OF PRICES

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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:
SEE SCHEDULE

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)*

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO
 10 U.S.C. 2304(c) 41 U.S.C. 253(c)

26. ADMINISTERED BY

CODE

27. PAYMENT WILL BE MADE BY

CODE

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return _____ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.

29. AWARD *(Contractor is not required to sign this document.)*
Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*

31A. NAME OF CONTRACTING OFFICER *(Type or print)*

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA
BY

31C. AWARD DATE

SECTION 00010 Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001		5,000,000.00	Dollars, U.S.		
	SECURITY ENGINEERING AND HOMELAND DEFENSE FFP - IDIQ MATOC FOR SECURITY ENGINEERING AND HOMELAND DEFENSE. Design-Build Construction for Security Engineering and Homeland Defense for the Kansas City District. PURCHASE REQUEST NUMBER W58XUW -1354-7983				
				MAX NET AMT	<u>\$5,000,000.00</u>

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002		5,000,000.00	Dollars, U.S.		
	OPTION PERIOD ONE FFP PURCHASE REQUEST NUMBER W58XUW -1354-7983				
				MAX NET AMT	<u>\$5,000,000.00</u>

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003		5,000,000.00	Dollars, U.S.		
	OPTION PERIOD TWO FFP PURCHASE REQUEST NUMBER W58XUW -1354-7983				
				MAX NET AMT	<u>\$5,000,000.00</u>

PRICE SCHEDULE (CONTINUED)

FIELD OFFICE OVERHEAD

NOTICE TO OFFERORS: For your offer to be responsive, you must declare below the single accounting practice that you apply to contracts to calculate field office overhead for all change orders, modifications and requests for equitable adjustment. Pursuant to Federal Acquisition Regulations (FAR) Parts 31.105(d)(3) and 31.203(d)(1), an accounting practice that varies from modification to modification is not allowable. Select one of the following:

1. TIME DISTRIBUTION BASE FOR A PER DIEM RATE
If you use this practice, see Special Clause "Field Office Overhead Per Diem Rate" _____
2. DIRECT COST DISTRIBUTION BASE FOR A PERCENTAGE MARKUP
If you use this practice, see Special Clause "Field Office Overhead Percentage Markup" _____
3. OTHER ACCOUNTING PRACTICE THAT IS ALLOWABLE UNDER THE FAR AND THAT USES A SINGLE DISTRIBUTION BASE. _____

YOU MUST DESCRIBE THE ACCOUNTING PRACTICE IN SUFFICIENT DETAIL BELOW TO ALLOW THE CONTRACTING OFFICER TO DETERMINE WHAT ACCOUNTING PRACTICE IS BEING UTILIZED BY YOUR COMPANY AND THAT IT COMPLIES WITH THE FAR.

FAILURE TO FULLY COMPLY WITH THE ABOVE REQUIREMENT OR, IF ALTERNATIVE 3 IS DECLARED AND YOUR DESCRIPTION DOES NOT CLEARLY STATE OR DESCRIBE A CONSISTENT ACCOUNTING PRACTICE USING A SINGLE DISTRIBUTION BASE, WILL BE CAUSE FOR YOUR OFFER TO BE REJECTED AS NON-RESPONSIVE.

CLAUSES INCORPORATED BY FULL TEXT

CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE

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

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
200,000.00	\$200,000.00	15,000,000.00	\$15,000,000.00

DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND ORDER VALUE

The minimum quantity and order value for each Delivery/Task Order issued shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for each Delivery/Task Order issued shall not exceed the maximum quantity and order value stated in the following table.

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
2,000.00	\$2,000.00	5,000,000.00	\$5,000,000.00

CLIN MINIMUM/MAXIMUM QUANTITY AND CLIN VALUE

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

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001	100,000.00		5,000,000.00	
0002	50,000.00		5,000,000.00	
0003	50,000.00		5,000,000.00	

CAUTION!

BEFORE SIGNING AND MAILING THIS PROPOSAL, please take note of the following, as failure to perform any one of these actions may cause your offer to be rejected.

1. **AMENDMENTS:** Have you acknowledged receipt of ALL Amendments? If in doubt as to number of amendments issued, please contact our office.
2. **SEALED PROPOSALS:** Sealed envelopes containing proposals shall be marked to show the offeror's name and address, the solicitation number, amendments received, and the date and time proposals are due.
3. **AMENDED PROPOSAL PAGES:** If any of the Amendments furnished amended proposal pages, the amended proposal pages must be used in submitting your proposal.
4. **LATE PROPOSALS:** In order for a late mailed proposal to be considered, generally it must have been sent by either registered or certified mail not later than 5 calendar days before the receipt of proposals date.
5. **PROPOSAL GUARANTEE:** Sufficient proposal guarantee in proper form must be furnished with your proposal, if your proposal exceeds \$50,000.
6. **MISTAKE IN PROPOSAL:** Have you reviewed your proposal prices for possible errors in calculations or work left out?
7. **FACSIMILE PROPOSALS, MODIFICATIONS, OR WITHDRAWALS:** Will not be considered.
8. **SECTION 00600:** Certifications must be completed and submitted with your proposal. Small Business and Small Disadvantaged Business Subcontracting Plan, found at the end of Section 00600, must be submitted prior to award.
9. **HAND-DELIVERED PROPOSAL:** If proposals are hand-delivered, you must be aware of security requirements in effect in the Federal Building. No additional time will be allowed due to security requirements.
10. **BUY AMERICAN ACT:** All offerors are cautioned that, prior Government conduct notwithstanding, the Contractor's selection of a domestic construction material (as defined in SECTION 00700) which would require the subsequent selection of a foreign construction material for compatibility is not a justification for waiver of the Buy American Act. It is the Contractor's responsibility to verify, prior to submitting the materials for approval, that each system can be built to meet the contract specifications without the use of foreign construction materials.

SECTION 00100 Bidding Schedule/Instructions to Bidders

CLAUSES INCORPORATED BY REFERENCE:

52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.214-34	Submission Of Offers In The English Language	APR 1991
52.215-1	Instructions to Offerors--Competitive Acquisition	MAY 2001
52.217-5	Evaluation Of Options	JUL 1990
52.222-38	Compliance with Veterans' Employment Reporting Requirements	DEC 2001
52.232-13	Notice Of Progress Payments	APR 1984
52.236-28	Preparation of Proposals --Construction	OCT 1997
52.252-1	Solicitation Provisions Incorporated By Reference	FEB 1998
252.209-7003	Compliance With Veterans' Employment Reporting Requirements	MAR 1998

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of up to two **Indefinite Delivery, Indefinite Quantity, Firm Fixed Price** contract resulting from this solicitation.

(End of clause)

52.228-1 BID GUARANTEE (SEP 1996)

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

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

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

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

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

52.233-2 SERVICE OF PROTEST (AUG 1996)

(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

**Charlene A. Points
USAED Kansas City
760 Federal Building, 601 E. 12th Street
Kansas City, MO 64106-2896**

(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 provision)

FIELD OFFICE OVERHEAD PERCENTAGE MARKUP

If any change to the contract, issued pursuant to the changes Clause or otherwise, for which the Government is responsible, causes an increase or decrease in the Contractor's cost of, of the time required for, performance under the contract, the Contracting Officer shall make an equitable adjustment and modify the contract in writing.

Under such equitable adjustment, no per diem rate for field office overhead shall be allowed if the Contractor has elected a percentage markup in keeping with its standard accounting practices. In such a case, payment of field office overhead shall be allowed for any change on a percentage markup basis regardless of whether the completion of the contract is or is not extended by reason of the change, except for modifications issued pursuant to the Default Clause. The Contractor shall provide a detailed breakdown of its proposed increase or decrease of costs as required by Contract Clause DFARS 252.236-7001 MODIFICATION OF PROPOSALS – PRICE BREAKDOWN.

FIELD OFFICE OVERHEAD PER DIEM RATE

If any change to the contract, issued pursuant to the Changes Clause or otherwise, for which the Government is responsible, causes an increase or decrease in the Contractor's cost of, or the time required for, performance under the contract, the Contracting Officer shall make an equitable adjustment and modify the contract in writing.

Under such equitable adjustment, no payment of field office overhead shall be allowed for any changes when the completion of the contract is not extended by reason of the change, except the Contractor may be reimbursed any variable expense it incurs due to the change, provided it can substantiate the variables. The Contractor shall be reimbursed for field office overhead on a per diem basis when the completion of the contract is extended by reason of the change issued under any clause except the Default clause. Equitable adjustment shall be made for the costs that are incurred or are to be incurred due to the change. The Contractor shall provide a detailed breakdown of its proposed increase or decrease of costs as required by Contract Clause DFARS 252.236-7001 MODIFICATION OF PROPOSALS – PRICE BREAKDOWN.

SECTION 00110**Submission Requirements and Instructions****1. PROPOSALS**

Proposals for the work described herein, will be received until the date and time indicated on Standard Form 1442 in Section 00010, at the following address:

U.S. Army Engineer District, Kansas City
 757 Federal Building
 601 East 12th Street
 ATTN: CENWK-CT-C/Wellons
 Kansas City, Missouri 64106-2896

2. PROPOSAL FORMAT

a. The proposals shall be in the following format:

<u>Proposal Document</u>		<u>Original</u>	<u>Copies</u>
VOLUME 1, Part 1	- Corporate Experience	1	6
VOLUME 1, Part 2	- Past Performance	1	6
VOLUME 1, Part 3	- Management Plan	1	6
VOLUME 2	- Subcontracting Plan	1	1
VOLUME 3	- Price	1	3

The information required by paragraph: INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION, subparagraph (c)(2), shall be included in Volume 1, before Part 1.

b. Proposal Characteristics.

(1) All text must be legible and easily read. The page size of the offeror's proposal shall not exceed 8-1/2 inch by 11 inch. Diagrams, charts and tables shall conform to the paper size. All text shall be typed single-spaced. Margins (1-inch) shall be clean and clear. If fold-out charts are unavoidable and are to be utilized, all sheets shall be reproduced on 11 inch by 17 inch, and folded to 8-1/2 inch by 11 inch sheet size with title clearly visible at bottom right corner. Each volume shall be contained within a separate 3-ring binder (no heat or spiral bound volumes). Not to exceed 200 pages. More than 200 pages will not be allowed. *Should the proposal exceed 200 pages, pages 201 through the end will be discarded and will not be evaluated.*

(2) All proposals shall contain the requirements stated herein and every volume shall be identified by the volume number and name, address, and telephone number of the prime on the cover. Each volume shall also contain a Table of Contents, List of Tables, List of Figures, List of Appendices, List of Acronyms and at the bottom left side of each page the volume number shall be included. The list of acronyms should include all acronyms appearing in the volume. The offeror's name, address, signature, and telephone number shall appear on any document to be evaluated.

(3) Proposal clarity, organization (as requested in this solicitation) and cross referencing is mandatory. No material shall be incorporated by reference. General cross-references or cross referencing guides will not be considered as appropriate cross references. In order for the proposal to receive an in-depth evaluation, it is necessary that the proposal be presented in a manner that will provide clarity, organization and cross referencing as required.

- (4) Each evaluation factor and subfactor in Volume 1 shall be described in a separate section, appropriately tabbed in a report form. The information in all volumes shall be concise. Elaborate presentations are not necessary or desirable.
- (5) The offeror shall submit Section 00010, 01140 and the Standard Form 1422 of this solicitation with his prices. Offerors may be required to provide complete cost and pricing data and certification or information other than cost or pricing data at a later date if needed to adequately evaluate price proposals.

3. PROPOSAL CONTENT

a. The Government may award a contract based on initial proposals received, without discussion of such proposals, to the offeror providing the best value to the government as evaluated using applicable factors. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and technical standpoint that the offeror can submit to the Government. However, the Government may request additional information from offerors of proposals, which clarifies, supplements and/or changes, any proposal as submitted.

b. Each offeror's ability to perform the work set forth in this solicitation will be evaluated on the basis of his knowledge and understanding of the work, the quality provided by his total proposal and his capability and responsibility to accomplish the project. The evaluation will be based on the offeror's proposals. The proposals shall present a comprehensive, straightforward analysis of the resources and expertise required to perform the work. While knowledge of the RFP requirements is a prerequisite to preparing proposals, restatement of the RFP requirements shall be avoided. Proposals shall emphasize knowledge and understanding of work performance, not work identification.

c. The following factors and subfactors will be used to evaluate each proposal.

VOLUME 1

FACTOR 1. Corporate Experience. Provide in detail the experience of your organization in contracts of similar type and complexity, including a list of contracts relevant to the proposed contracts which your organization has completed within the last six years, or which are currently under contract and more than 50% complete. Provide the project name, a short description, the size, the owner's name and telephone number, the date of completion and the percentage of the project accomplished with your own forces. Information regarding the type and extent of work completed under the contract shall be included. The proposal shall be broken into separate parts, as shown below. Separate project lists may be provided for each subfactor.

Contracts of similar type and complexity include contracts for the formulation of plans or planning procedures for integrated security engineering solutions for mitigating complex, multiple tactic threats to assets, including combinations of criminal, terrorist, and/or espionage related threats. Solutions must have been integrated across building, sitework, and electronic security system components. Capabilities provided included investigating and analyzing protective measures for acoustical eavesdropping threats. Application of engineering for all aspects of commercial and military electronic security systems (ESS) included, but was not limited to, Joint-Service Interior Intrusion Detection System (J-SIIDS) and Integrated Commercial Intrusion Detection System (ICIDS). Performance included security engineering site surveys (vulnerability assessments) that addressed the identification of threats to assets, the vulnerabilities of assets to those threats, and the protective measures to mitigate the threats. Performance included development of programming level design recommendations and construction cost estimates for security measures identified to mitigate shortcomings discovered during the security engineering survey and vulnerability assessment.

Specific areas to be highlighted include:

- Significant experience in conducting threat assessment for governmental facilities.
- Experience in evaluating security operations for large organizations with multiple locations and types of facilities. Security operations include operating procedures and work policies.

- Experience in conducting Crime Prevention through Environmental Design (CPTED) surveys.
 - Experience in providing strategic security planning services and providing cost estimates and implementation plans.
 - Experience in setting up organizational security awareness education programs.
 - Experience that demonstrates full multidiscipline capabilities in engineering and architectural design (including production of construction documents, specifications and design drawings.) Experience should include both the retrofit of existing facilities and construction of new facilities.
 - Experience in construction administration for the installation of security systems and force protection enhancements for existing facilities. In addition, experience with the construction of new facilities incorporating the latest technology in security monitoring and force protection.
 - Experience in the evaluation of security systems, policies and procedures in the post-occupancy of the facilities.
 - Certification of the Project Manager as a Certified Protection Professional (CPP) by the American Society for Industrial Security (ASIS), or other accreditation from a nationally recognized professional industrial security association or American Society of Civil Engineers Architectural Engineering Division Mitigation of the Effects of Terrorism.
 - Experience in using Corps of Engineers Technical Manuals in force protection and security engineering.
 - Experience in requirements determination, planning, design, and construction of active and passive measures required to protect population, area, and infrastructure.
 - Experience in requirements determination, planning, design, and construction of measures to deter, defend against, and mitigate the effects of threats, disasters, and attacks.
 - Experience in developing and implementing measures, structural and non-structural, which ensure availability, integrity, survivability, and adequacy of critical assets.
- a. Designer experience with projects of similar type, size and complexity. For this subfactor, identify projects where the offeror performed design services similar to this project.
- b. Construction experience with projects of similar type, size and complexity. For this subfactor, identify projects where the offeror performed construction services similar to this project. In addition to the above criteria, construction experience may also include either Civil Works or Military projects for the US Army Corps of Engineers or another Federal Agency in the approximate range of \$50,000 to \$3,000,000. "Civil Works" normally covers water control projects and minor building projects at lake projects. The work may include construction, renovation, repairs, preventive maintenance, and environmental abatement/improvements for security engineering and homeland defense type projects.

FACTOR 2. Past Performance. Past performance will be evaluated in the areas indicated in the subfactors shown. Past performance information may be obtained from other than the sources identified by the offeror, included but not limited to past performance evaluations in the Construction Contractors Appraisal Support System (CCASS).

Provide a Performance Evaluation, for both construction and design, for five government or private projects of similar scope or complexity completed by the offeror as a prime contractor in the last three years. The Past Performance Evaluation Questionnaire along with a sample transmittal letter, are located at the end of this section and must be completed by personnel for whom the offeror has performed work. These Performance Evaluations must be provided by the offeror to persons who have knowledge of this information on past performance. Once completed, these evaluations must be sent directly to the address in Section 00100, Paragraph: PROPOSALS, by the persons completing these evaluations.

The offeror shall not review the Performance Evaluations after they have been completed, and the persons completing these evaluations shall be informed that the Government will hold their names confidential. At no time during the evaluation process, debriefings or after award, will the names of the individuals providing reference information about an offeror's past performance be revealed to the offeror or to any other party. The Government shall receive these evaluations no later than the date the offeror's proposal is due.

The Performance Evaluations should clearly identify the proposer's identity and the project or portion of a project being evaluated. It is helpful to give your evaluators a short synopsis of the project or portion of a project that you wish them to evaluate. It is also helpful to include an SASE or overnight delivery envelope addressed to the address found in Section 00100, paragraph: PROPOSALS, and inform the evaluators to forward the evaluation in a timely manner. It is the proposer's responsibility to ensure that evaluators have completed and forwarded the evaluation in a timely manner. Those Performance Evaluations not received by the time and date initial proposals are due will not be considered. In addition, the offeror will provide the following information in the proposal about these projects:

- i. Title, location and contract number.
- ii. Dates of contract execution (start and completion).
- iii. Contracting agency.
 - iv. At least two current points of contact (names, current phone and fax numbers).
- v. SF 294s, where available. If the project was done for a non-federal organization, information normally provided on a SF 294 shall be provided in letter format.
- vi. Brief description of the circumstances surrounding the following as they apply and any corrective action taken to preclude recurrence:
 - (1) Contract termination, in whole or in part.
 - (2) Failure to complete awarded work.
 - (3) Liquidated damages or actual damages assessed for delay in meeting completion dates.

The following subfactors will be evaluated by the Government:

- a. **Quality of Product and Services.** Reviews how well the offeror has complied with contract requirements in the past and conformance with standards of good workmanship. Contractor Quality Control needs to be demonstrated and an achievement plan given.
- b. **Customer Satisfaction.** Reviews how satisfied prior customers and end users are with the offeror's completed work. Includes the willingness of prior customers to do business with the offeror again if given the choice.
- c. **Timeliness of Performance.** Reviews how well the contractor has adhered to contract schedules.
- d. **Extent of subcontracting to SB, SDB and WOB.**

FACTOR 3. Management Plan. Provide in detail your organization's plan to manage, coordinate, integrate and control the work required for this project within the requirements of this RFP. See also paragraph: MANAGEMENT PLAN in Section 01100. The plan shall be broken down into three separate parts (each part will be evaluated as a separate subfactor):

a. **General management structure and plan.** In this section, include information regarding the overall management structure and management strategy and tactics you will use to successfully manage this contract. An organization chart showing the proposed management structure and chain of command (both for the organization responsible for this contract as well as the larger organization of the firm) shall be included. The Plan shall also cover manpower availability and utilization, including in-house, subcontractors and/or joint venture partners. The Plan shall address the availability of additional regular employees who will be utilized in support of the project to indicate the depth and size of the offeror's organization. This data may be in summary form indicating the numbers of personnel by category, such as General Construction Superintendents, Quality Control personnel, Planning and Scheduling personnel, Safety Engineers, Procurement personnel, Contract Administrators, etc. Outline personnel task responsibilities.

Specific areas to be highlighted include:

- Capabilities
- Efficient Utilization and Balance of Resources

- Depth and Size of Organization
- Ability to Respond and Mobilize
- Corporate Commitments
- Innovative Technology
- Organizational Structure
 - Organization Approach
 - Contractual Arrangements

b. Coordination of multiple subcontractors working on concurrent multiple task orders at different installations to meet specific schedule requirements and maintain adequate quality. The Plan shall indicate what work will be subcontracted and what work will be done by the offeror's own forces. The offeror shall state how multiple subcontractors will be coordinated on multiple concurrent task orders at different installations to complete the work within the timeframe specified for each task order, and still maintain adequate quality levels.

c. Resumes. Provide resumes of the managers in charge and the responders listed in Section 01140. These individuals are key personnel in accordance with SCR-DB-0004, Key Personnel, Subcontractors and Outside Associates or Consultants (See Section 00800).

VOLUME 2

FACTOR 4 - Subcontracting Plan. All items in the sample Subcontracting Plan format provided in Section 00600 must be discussed in the Subcontracting Plan submitted. Proposers must not give cursory answers or discussions to the issues that must be addressed in the Subcontracting Plan; full and complete information is required.

Small businesses are not required to submit a Subcontracting Plan nor the additional past utilization information stated above. Small businesses will receive an automatic "Excellent" rating for Factors 3d and 4. Subcontracting will be part of the trade off process in the best value determination by the Government and may be used as a final discriminator when comparing competing large businesses.

VOLUME 3

1. **FACTOR 5 - Price.** Offerors shall submit the Proposal Schedule, as found in Section 01140. The Proposal Schedule will be evaluated in accordance with paragraphs: BASIS FOR AWARD, EVALUATION FACTORS, and COST listed below. **Section 01140 shall be filled out in full and submitted in volume 3.**
2. **Deviation of Coefficient.** The offerors' proposal shall clearly show how the coefficients were calculated by showing how they are broken down by Home Office Overhead, Branch Office Overhead, Field Office Overhead, materials, equipment, labor, fringe benefits, insurance, all federal taxes, and state taxes. Also indicate any adjustment to cost due to locality, efficiency, effort, materials, labor or equipment.

ADDITIONAL INFORMATION TO BE PROVIDED IN VOLUME 3:

- 1) The Offer (the SF1442) duly executed with an original signature by an official authorized to bind the company.
- 2) Acknowledgement of all amendments to the solicitation in accordance with the instructions on the Standard form 30 (amendment form).
- 3) The completed Section 00600 of the solicitation (Representations and Certifications).
- 4) DD Form 2051 (See Section 00600) if CAGE code not already obtained.
- 5) For joint ventures, the information required by paragraph "Joint Ventures."

4. JOINT VENTURES

Joint ventures shall submit the following additional documentation regarding their business entities:

- (a) A certified copy of their Joint Venture agreement.
- (b) A detailed statement outlining the following in terms of percentages, where appropriate.
 - (1) The relationship of the joint venture parties in terms of business ownership, capital contribution, and profit distribution or loss sharing.
 - (2) The management approach of the joint venture in terms of who will conduct, direct, supervise and control the project and have custody and control of the assets of the joint venture and perform the duties necessary to complete the work.
 - (3) The structure of the joint venture and decision-making responsibilities of the joint venture parties in terms of who will control the manner and method of performance of the work.
 - (4) The bonding responsibilities of the joint venture parties.
 - (5) Identification of the key personnel having authority to legally bind the joint venture to subcontracts and state who will provide or contract for the labor and materials for the joint venture.
 - (6) Identification of party maintaining the joint venture bank accounts for the payment of all expenses and the deposits of all receipts, keep the books and records, and pay applicable taxes for the joint venture.
 - (7) Identification of party furnishing the facilities, such as office supplies and telephone service.
 - (8) Identification of party having overall control of the joint venture.

Other sections of the proposal shall identify, where appropriate, whether key personnel are employees of the individual joint venture parties and identify the party, or hired as employees of the joint venture.

If one of the joint venture parties possesses experience and/or past performance as a Federal Government contractor or as a Corps of Engineers contractor, that experience and/or past performance will be included as the experience and/or past performance of the joint venture.

SAMPLE TRANSMITTAL LETTER
AND
PAST PERFORMANCE EVALUATION QUESTIONNAIRE

Date: _____

To: _____

We have listed your firm as a reference for work we have performed for you as listed below. Our firm has submitted a proposal under a project advertised by the U.S. Army Corps of Engineers, Kansas City District. In accordance with Federal Acquisition Regulations (FAR), an evaluation of our firm's past performance will be completed by the Corps of Engineers. Your candid response to the attached questionnaire will assist the evaluation team in this process.

We understand that you have a busy schedule and your participation in this evaluation is greatly appreciated. Please complete the enclosed questionnaire as thoroughly as possible. Space is provided for comments. Understand that while the responses to this questionnaire may be released to the offeror, FAR 15.306 (e)(4) prohibits the release of the names of the persons providing the responses. Complete confidentiality will be maintained. Furthermore, a questionnaire has also been sent to _____ of your organization. Only one response from each office is required. If at all possible, we suggest that you individually answer this questionnaire and then coordinate your responses with that of _____, to forge a consensus on one overall response from your organization.

Please send your completed questionnaire to the following address:

U.S. Army Engineer District, Kansas City
ATTN: CENWK-CT-C/Pamela S. Wellons
757 Federal Building
601 East 12th Street
Kansas City, Missouri 64016-2896

The questionnaires can also be faxed to Ms. Pamela S. Wellons at 816-426-5169.

If you have questions regarding the attached questionnaire, or require assistance, please contact Ms. Wellons at (816) 983-3802. Thank you for your assistance.

PAST PERFORMANCE EVALUATION QUESTIONNAIRE

Upon completion of this form, please send directly to the U.S. Army Corps of Engineers in the enclosed addressed envelope or fax to 816-426-5777, ATTN: Ms. Pamela S. Wellons

Do not return this form to our offices. Thank you.

1. Contractor/Name & Address (City and State):

2. Type of Contract (mark all that apply):

___ Construction ___ Design ___ Design Build
___ Fixed Price ___ Cost Reimbursement ___ Other (Specify)

3. Title of Project/Contract Number: _____

4. Description of Work: (Attach additional pages as necessary)

5. Complexity of Work: High _____ Mid _____ Routine _____

6. Location of Work: _____

7. Date of Award: _____

8. Status: Active ___ (provide percent complete) _____
 Complete ___ (provide completion date) _____

9. Name, address and telephone number of Contracting Officer's Technical Representative:

QUALITY OF PRODUCT/SERVICE:

10. Evaluate the contractor's performance in complying with contract requirements, quality achieved and overall technical expertise demonstrated.

Excellent quality	
Above Average quality	
Average quality	
Below Average quality	
Unsuccessful or experienced significant quality problems	

Remarks:

11. To what extent were the contractor's reports and documentation accurate, complete and submitted in a timely manner?

Excellent quality	
Above Average quality	
Average quality	
Below Average quality	
Unsuccessful or experienced significant quality problems	

Remarks:

12. To what extent was the contractor able to solve contract performance problems without extensive guidance from government/owner counterparts?

Excellent	
Above Average	
Average	
Below Average	
Unsuccessful	

Remarks:

13. How well did the contractor manage and coordinate subcontractors, suppliers, and the labor force?

Excellent	
Above Average	
Average	
Below Average	
Unsuccessful	

Remarks:

CUSTOMER SATISFACTION:

14. To what extent were the end users satisfied with:

	Quality?	Cost?	Schedule?
Exceptionally satisfied			
Highly satisfied			
Satisfied			
Somewhat Dissatisfied			
Highly dissatisfied			

Remarks:

15. If given the opportunity, would you work with this contractor again?

Yes _____ No _____ Not Sure _____

Remarks:

TIMELINESS OF PERFORMANCE:

16. To what extent did the contractor meet the task order schedules?

Completed substantially ahead of schedule	
Completed work on schedule with no time delays	
Completed work on schedule, with minor delays under extenuating circumstances	
Experienced significant delays without justification	

If work was not completed on schedule, were Liquidated Damages, or other similar penalties assessed?

_____ Yes _____ No

If work was completed ahead of schedule, were incentives paid to the contractor?

_____ Yes _____ No

Remarks:

EFFECTIVENESS IN CONTROLLING COST:

17. To what extent did the contractor meet the task order cost?

Completed substantially below cost with no time delays	
Completed work at cost with no time delays	
Completed work at cost, with minor delays under extenuating circumstances	
Experienced significant cost overrun without justification no time delays	
Experienced significant cost overrun without justification with time delays	

If work was not completed on schedule, were Cost overruns, or other similar penalties assessed?

_____ Yes _____ No

If work was completed ahead of schedule, were incentives paid to the contractor?

_____ Yes _____ No

Remarks:

EXTENT OF SUBCONTRACTING: Small Business – Not Applicable ____

18. To what extent did the contractor meet Small Business (SB)/ Small Disadvantaged Business (SDB)/Women-Owned Small Business (WOSB) goals?

	SB	SDB	WOSB
Greatly exceeded goal			
Exceeded goal			
Met established goal			
Experience difficulty in meeting goal			
Expended little effort to achieve established goal			

Remarks: _____

19. Did the contractor partner or have a mentor/protégée relationship with SB/SDB/WOSB as part of this contract?

Yes _____ No _____

Remarks: _____

OTHER REMARKS:

20. Use the space below to provide other information related to the contractor's performance. This may include the contractor's selection and management of subcontractors, effectiveness of their small/small disadvantaged business subcontracting plan, flexibility in dealing with contract challenges, their overall concern for the Government's interest (if applicable), project awards received, etc.

SECTION 00120**Proposal Evaluation and Contract Award****1. INFORMAL SOURCE SELECTION PROCESS**

All offers received in response to this solicitation will be evaluated in accordance with informal source selection procedures. The principle objective of this process is to select responsible offerors to be the overall Best Value to the Government, price and other factors considered (the Best Value). The Government reserves the right to consider and evaluate information regarding past performance from sources outside the proposal. The right is reserved to reject any or all offers. The process is designed to ensure the impartial, equitable, and comprehensive evaluation of all technically acceptable, responsible proposals received in response to this particular solicitation.

a. Source Selection Organization.

The source selection organization is established as a separate organization and management chain of command whose only purpose is to accomplish the objective above. The organization consists of a Source Selection Authority (SSA) and a Source Selection Evaluation Board (SSEB). The SSEB is comprised of separate Technical Evaluation and Price Evaluation teams. The organization is designed to ensure active ongoing involvement of appropriate contracting, technical, logistics, legal, price analysis, small business, and other functional staff management expertise.

b. Source Selection Procedure.

i. The source selection procedures will begin with an initial review of proposals and continue with a technical and price evaluation conducted by the SSEB. The SSEB shall evaluate the proposals based solely on the evaluation criteria identified in paragraph Evaluation Factors, below. The results of the SSEB evaluations will be presented to the SSA, who will rank the proposals based on the Best Value to the Government, price and other factors considered. The SSA will also either make the final source selection decision or determine whether it is appropriate to engage in clarifications or communication prior to establishment of a competitive range, or to establish a competitive range and conduct discussions with those offerors that are included in the competitive range. The Government intends to award without discussions. All communications, leading to establishment of the competitive range, will be conducted in accordance with FAR Part 15.306b.

ii. If a competitive range is established, discussions will be conducted with offerors who are included in the competitive range. After conclusion of discussions and receipt of final revised technical proposals, the SSEB will complete the evaluation and establish final weighted technical ratings. Results of the final weighted technical ratings will be presented to the SSA. The SSA shall then rank the proposals based on the Best Value to the Government, price and other factors considered. The SSA shall make the final source selection decision. If appropriate, the SSA will apply the tradeoff process in the Best Value Continuum.

iii. The proposals received in response to this RFP will be evaluated utilizing a rating system to select the most advantageous proposal. To be considered acceptable, each offeror shall specifically address each of the evaluation factors listed below. Sufficient detail shall be provided, citing specific data as may be required, such that the proposal may be adequately evaluated. The proposal must show clearly that the offeror has an understanding of the work tasks required and has the capability and responsibility to accomplish the project.

iv. The Government is not responsible for information overlooked during the evaluation that is not located in the appropriate proposal section. To ensure that evaluation credit is appropriately received for proposal material submitted, do not incorporate by reference documents not contained in the proposal. References to other sections of the proposal shall be by specific paragraph number (and name, if applicable), page number and section.

2. BASIS FOR AWARD

The Government intends to select, without discussions, up to two responsible offerors whose proposals conform to the solicitation and are determined to be the Best Value to the Government in accordance with the following relationship between price and technical merit. The technical evaluation factors, when combined, are significantly more important than price (see paragraphs below: Relative Weight of Technical Evaluation Criteria and Price). The closer the total evaluated technical scores of acceptable proposals are to one another, the greater will be the importance of price in making the selection determination. The closer the final price evaluations are to one another, the greater will be the importance of the total evaluated technical scores in making the selection determination.

3. EVALUATION FACTORS

Evaluation factors are listed below. All factors will be evaluated on the completeness, conciseness, and relevance of information provided. These factors are listed in the order of importance described in paragraph: Relative Weight of Technical Evaluation Criteria, with price being significantly less important than all technical factors combined.

FACTOR 1 (Volume 1, Part 1) – Corporate Experience

- a. Designer Experience with projects of similar type, size and complexity.
- b. Construction experience with projects of similar type, size and complexity.

FACTOR 2 (Volume 1, Part 2) – Past Performance

- a. Quality of product and service.
- b. Customer satisfaction.
- c. Timeliness of performance.
- d. Extent of subcontracting with small businesses, small disadvantaged businesses and women-owned businesses.

FACTOR 3 (Volume 1, Part 3) – Management Plan

- a. General management structure and plan.
- b. Coordination of multiple subcontractors working on concurrent multiple task orders at different installations to meet specific schedule requirements and maintain adequate quality
- c. Resumes of the managers in charge and the responders.

FACTOR 4 (Volume 2) – Subcontracting Plan

FACTOR 5 (Volume 3) – Price

4. RELATIVE WEIGHT OF TECHNICAL EVALUATION CRITERIA

Factor 1 is the most important technical factor. Within Factor 1, subfactor a is most important and subfactor b is slightly less important than subfactor a.

Factor 2 is slightly more important than factor 3. Factor 2 is weighted slightly less than Factor 1. Within Factor 2, subfactor a is the most important; subfactor b is slightly less important than subfactor a; subfactor c is slightly less important than subfactor b; and subfactor d is less important than subfactor c.

Factor 3 is significantly more important than factor 4. Within Factor 3, each subfactor is equal in value.

Factor 4 is significantly less important than Factor 3.

Factor 5 (Price) is significantly less important than Factors 1 – 4 combined.

5. PAST PERFORMANCE

In the course of evaluating offerors' proposals, the Source Selection Evaluation Board may contact references submitted by the offeror. The SSEB may also check past performance information obtained from sources other than those identified by the offeror.

At no time during this process, nor during the debriefing, nor after award, will the names of the individuals providing reference information about an offeror's past performance be revealed to the offerors or to any other party.

Sheer numbers of confirmed negative comments may not give the offeror an overall rating of less than satisfactory. Negative comments in areas that are not of vital importance to the successful performance of this contract may not result in a rating of less than satisfactory. Conversely, one or only a few negative confirmed comments in areas of vital importance to the successful performance of this contract may render an overall past performance rating less than satisfactory.

During the evaluation, the following will also be taken into consideration: the age and relevance of past performance information; the offeror's overall work record; if there are any problems identified, the number, type, and severity of the problems and the effectiveness of corrective actions taken.

During the ranking process the SSA may also consider past performance information in evaluating overall risk associated with a particular offeror.

6. SMALL DISADVANTAGED AND WOMEN-OWNED BUSINESS SUBCONTRACTING PLAN

The Government will evaluate the Subcontracting Plan in accordance with Appendix CC, Subcontracting Plan Evaluation Guide, of the Army Federal Acquisition Regulation Supplement (AFARS).

Small businesses are not required to submit a Subcontracting Plan nor the additional past utilization information stated above. Small businesses will receive an automatic "Excellent" rating for Factors 3d and 4. Subcontracting will be part of the trade off process in the best value determination by the Government and may be used as a final discriminator when comparing competing large businesses.

7. PRICE

a. Price will not be point-scored, but will be subjectively evaluated. The specific evaluation process is described below. The technical evaluation factors, when combined, are significantly more important than price. The closer the total evaluated technical scores of acceptable offers are to one another, the greater will be the importance of price in making the selection determination. The closer the final price evaluations are to one another, the greater will be the importance of the total evaluated technical scores in making the selection determination.

b. In the event, during the course of the analysis, the Price Evaluation Team (PET) has reason to question the reasonableness of a price proposal, or has reason to believe there is unbalancing in the price proposal, the PET may conduct such additional reasonable analysis as it requires in order to complete a thorough price analysis. Because the evaluation of the price proposal will represent a portion of the total evaluation, it is possible that an offeror might not be selected because of an unbalanced or an unreasonable price proposal.

c. The Price Evaluation Team (PET) for Best Value determination will evaluate each proposal's labor category cost and coefficients. This will be done by first analyzing the rates to determine reasonableness and realism. A second approach will apply the labor category costs and coefficient(s) to a predetermined, though undisclosed, hypothetical task order. The hypothetical task order may not include all the labor categories or coefficients. A third analysis will

be the calculation of a composite hourly labor rate using the proposed labor rates weighted according to predetermined, though undisclosed, anticipated utilization of respective labor categories. The cost increase for the option years will also be evaluated for best value. Of the four analyses to be completed, the third analysis (weighted labor rates) is most important, the second analysis (hypothetical task order) is slightly less important, and the first and last analyses are equally important and slightly less important than the second. The hypothetical task order will not be released prior to award to maintain the integrity of the evaluation process.

d. The evaluated price information will be reported to the SSA. The SSA will utilize the technical ratings and the price evaluations in preparing its overall ranking of the proposals and as to the Best Value determination for selection of successful offerors.

8. DEBRIEFING

In accordance with FAR 15.505 Preaward Debriefing of Offerors, and FAR 15.506 Postaward Debriefing of Offerors, the offeror should be aware of the following.

PREAWARD DEBRIEFING OF OFFERORS (FAR 15.505)

Offerors excluded from the competitive range or otherwise excluded from the competition before award may request a debriefing before award (10 U.S.C. 2305(b)(6)(A) and 41 U.S.C. 253b(f)-(h)).

(a)(1) The offeror may request a preaward debriefing by submitting a written request for debriefing to the Contracting Officer within 3 days after receipt of the notice of exclusion from the competition.

(2) At the offeror's request, this debriefing may be delayed until after award. If the debriefing is delayed until after award, it shall include all information normally provided in a postaward debriefing (see 15.506(d)). Debriefings delayed pursuant to this paragraph could affect the timeliness of any protest filed subsequent to the debriefing.

(3) If the offeror does not submit a timely request, the offeror need not be given either a preaward or a postaward debriefing. Offerors are entitled to no more than one debriefing for each proposal.

(b) The Contracting Officer shall make every effort to debrief the unsuccessful offeror as soon as practicable, but may refuse the request for a debriefing if, for compelling reasons, it is not in the best interests of the Government to conduct a debriefing at that time. The rationale for delaying the debriefing shall be documented in the contract file. If the Contracting Officer delays the debriefing, it shall be provided no later than the time postaward debriefings are provided under 15.506. In that event, the Contracting Officer shall include the information at 15.506(d) in the debriefing.

(c) Debriefings may be done orally, in writing, or by any other method acceptable to the Contracting Officer.

(a) The Contracting Officer should normally chair any debriefing session held. Individuals who conducted the evaluations shall provide support.

(b) At minimum, preaward debriefings shall include--

(1) The agency's evaluation of significant elements in the offeror's proposal;

(2) A summary of the rationale for eliminating the offeror from the competition; and

(3) Reasonable responses to relevant questions about whether source selection procedures contained in the solicitation, applicable regulations, and other applicable authorities were followed in the process of eliminating the offeror from the competition.

(c) Preaward debriefings shall not disclose--

- (1) The number of offerors;
 - (2) The identity of other offerors;
 - (3) The content of other offerors' proposals;
 - (4) The ranking of other offerors;
 - (5) The evaluation of other offerors; or
 - (6) Any of the information prohibited in 15.506(e).
- (d) An official summary of the debriefing shall be included in the contract file.

POSTAWARD DEBRIEFING OF OFFERORS FAR 15.506

(a)(1) An offeror, upon its written request received by the agency within 3 days after the date on which that offeror has received notification of contract award in accordance with 15.503(b), shall be debriefed and furnished the basis for the selection decision and contract award.

(2) To the maximum extent practicable, the debriefing should occur within 5 days after receipt of the written request. Offerors that requested a postaward debriefing in lieu of a preaward debriefing, or whose debriefing was delayed for compelling reasons beyond contract award, also should be debriefed within this time period.

(3) An offeror that was notified of exclusion from the competition (see 15.505(a)), but failed to submit a timely request, is not entitled to a debriefing.

(4)(i) Untimely debriefing requests may be accommodated.

(ii) Government accommodation of a request for delayed debriefing pursuant to 15.505(a)(2), or any untimely debriefing request, does not automatically extend the deadlines for filing protests. Debriefings delayed pursuant to 15.505(a)(2) could affect the timeliness of any protest filed subsequent to the debriefing.

(b) Debriefings of successful and unsuccessful offerors may be done orally, in writing, or by any other method acceptable to the Contracting Officer.

(c) The Contracting Officer should normally chair any debriefing session held. (Individuals who conducted the evaluations shall provide support.)

(d) At a minimum, the debriefing information shall include--

(1) The Government's evaluation of the significant weaknesses or deficiencies in the offeror's proposal, if applicable;

(2) The overall evaluated price (including unit prices), and technical rating, if applicable, of the successful offeror and the debriefed offeror, and past performance information on the debriefed offeror;

(3) The overall ranking of all offerors, when any ranking was developed by the agency during the source selection;

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror; and

(6) Reasonable responses to relevant questions about whether source selection procedures contained in the solicitation, applicable regulations, and other applicable authorities were followed.

(e) The debriefing shall not include point-by-point comparisons of the debriefed offeror's proposal with those of other offerors. Moreover, the debriefing shall not reveal any information prohibited from disclosure by 24.202 or exempt from release under the Freedom of Information Act (5 U.S.C. 552) including--

(1) Trade secrets;

(2) Privileged or confidential manufacturing processes and techniques;

(3) Commercial and financial information that is privileged or confidential, including cost breakdowns, profit, indirect cost rates, and similar information; and

(4) The names of individuals providing reference information about an offeror's past performance.

(f) An official summary of the debriefing shall be included in the contract file.

SECTION 00600 Representations & Certifications

CLAUSES INCORPORATED BY REFERENCE:

252.227-7028 Technical Data or Computer Software Previously Delivered to the JUN 1995
Government

CLAUSES INCORPORATED BY FULL TEXT

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

(a) The offeror certifies that --

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

(i) Those prices,

(ii) The intention to submit an offer, or

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

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

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

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

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

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

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

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

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

(End of provision)

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

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

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

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

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

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

(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 subdivision (a)(1)(i)(B) of this provision.

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

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

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

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

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

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

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

resulting from this solicitation for default.

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2001) ALTERNATE I (OCT 2000) & ALTERNATE II (OCT 2000)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **233320 COMMERCIAL AND INSTITUTIONAL BUILDING CONSTRUCTION**.

(2) The small business size standard is **\$27,500,000.00**.

(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 offeror represented itself as 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).

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

(2) The management and daily business operations of which are controlled by one or more veterans.

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

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

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

(d) Notice.

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

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

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-22 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(PROONet); 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)

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

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

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

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

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

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

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

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

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

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

52.226-2 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION (MAY 2001)

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

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

(b) Representation. The offeror represents that it--

() is () is not a historically black college or university;

() is () is not a minority institution.

(End of provision)

52.227-6 ROYALTY INFORMATION (APR 1984)

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

(1) Name and address of licensor.

(2) Date of license agreement.

(3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.

(4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.

(5) Percentage or dollar rate of royalty per unit.

(6) Unit price of contract item.

(7) Number of units.

(8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

(End of provision)

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)

252.209-7001 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)

252.225-7017 PROHIBITION ON AWARD TO COMPANIES OWNED BY THE PEOPLE'S REPUBLIC OF CHINA (FEB 2000)

(a) Definition. "People's Republic of China," as used in this provision, means the government of the People's Republic of China, including its political subdivisions, agencies, and instrumentalities.

(b) Prohibition on award. Section 8120 of the Department of Defense Appropriations Act for fiscal year 1999 (Pub. L. 105-262), as amended by Section 144 of Title I, Division C, of the Omnibus Consolidated and Emergency Supplemental Appropriations Act, 1999 (Pub. L. 105-277), prohibits the award of a contract under this solicitation to any company in which the Director of Defense Procurement (Office of the Under Secretary of Defense (Acquisition, Technology, and Logistics)) has determined that the People's Republic of China or the People's Liberation Army of the People's Republic of China owns more than 50 percent interest.

(c) Representation. By submission of an offer, the offeror represents that the People's Republic of China or the People's Liberation Army of the People's Republic of China does not own more than 50 percent interest in the offeror.

(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)

NOTICE TO OFFERORS

If your firm is a large business and your bid exceeds \$500,000 or more for services or \$1,000,000 for construction, your attention is directed to the following provisions contained in the solicitation:

- 52.219-8, Utilization of Small, Small Disadvantaged and Women-Owned Business Concerns (Alternate I)
- 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Alternate I)
- 52.219-16, Liquidated Damages - Small Business Subcontracting Plan
- 52.226-1, Utilization of Indian Organizations and Indian-Owned Economic Enterprises

For your information, the United Army Corps of Engineers considers the following goals reasonable and achievable for fiscal year and during the performance of the resultant contract.

- a. 61.4% of planned subcontracting dollars will be placed with all small business concerns.
- b. 9.1% of planned subcontracting dollars will be placed with those small business concerns owned and controlled by socially and economically disadvantaged individuals.
- c. 5% of planned subcontracting dollars will be placed with those small business concerns owned and controlled by women.
- d. 3% of planned subcontracting dollars will be placed with those small business concerns owned and controlled by service disabled veterans.
- e. There are no established goals for planned subcontracting dollars placed with those small business concerns owned and controlled by certified Hubzone concerns, small business concerns owned and controlled by veterans, and Historic Black Colleges and/or Minority Institutions, however, subcontracting with these concerns is highly encouraged.

Goals included in any proposed subcontracting plan should be at least equal to those indicated above. If lesser goals are proposed, you must substantiate how the proposed plan represents the firm's best effort to comply with the terms and conditions of the solicitation. Offerors are highly encouraged to become familiarize with the intent of the solicitation provisions and the elements of the subcontracting plan.

The subcontracting plan must contain, at a minimum, the elements set forth in solicitation provision 52.219-9. Proposed plans will be reviewed to ensure the plan represents the firm's best efforts to maximize subcontracting opportunities for small, small disadvantaged and women-owned businesses. Subcontracting plans require Contracting Officer approval prior to contract award.

Should the selected offeror fail to submit an acceptable subcontracting plan within the time limit prescribed by the Contracting Officer, the offeror will be considered ineligible for award. The approved subcontracting plan (to include goals) will become a material part of the contract. An example of a format of a subcontracting plan is attached for your information. The attached ***plan is an example only*** and should not be construed as the only acceptable subcontracting plan format. Any format will be acceptable provided the plan addresses each element as required by the Federal Acquisition Regulations and its supplements.

Should you have any questions or need assistance in developing your plan, please contact the assigned Contract Specialist or the District's Deputy for Small Business at 816-983-3927 or fax your inquiries to 816-426-2979.

SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED
SMALL BUSINESS SUBCONTRACTING PLAN
EXAMPLE

DATE: _____

CONTRACTOR: _____

ADDRESS: _____

PHONE NO: _____

PROJECT TITLE: _____

SOLICITATION NO: _____

CONTRACT NO: _____

- 1. In accordance with the contract clauses at 52.219-8 and 52.219-9, (*name of contractor*) submits the following Subcontracting Plan for Small, Small Disadvantaged, and Women-owned Business Concerns.
- 2. Subcontracting goals for this contract:
 - a. Total contract amount is \$_____.
 - b. Total dollars planned to be subcontracted (to all types of businesses): \$_____.

Type of Subcontractor	Amount Planned to be Subcontracted	Percentage of Subcontracted Dollars
Large Business		%
Small Businesses		%
- Small Disadvantaged*		%
- Small Women-Owned		%
- Small Service Disabled Veterans Owned		%
- Small Veteran Owned		%
HubZone Concern		%
Historical Black College and Minority Institution		%
Total		100%

**NOTE: Women-owned businesses are not considered a small disadvantaged business. Do not include subcontract awards to women-owned businesses in your calculations unless the firm meets the definition of a small disadvantaged business.*

3. The principal items or areas we will subcontract under this contract are (*NOTE: Construction contractors remember to include materials/supplies when developing plan. Also, list each subcontracted task by Division and Section number*):

- a. Of the items or areas stated in 3; we plan to subcontract the following to Small Businesses:

b. Of the items or areas stated in 3.a; we plan to subcontract the following to Small Disadvantaged Businesses:

c. Of the items or areas stated in 3.a; we plan to subcontract the following to Small Women-Owned Businesses:

d. Of the items or areas stated in 3.a; we plan to subcontract the following to Small Service Disabled Veterans-Owned Businesses:

e. Of the items or areas stated in 3.a; we plan to subcontract the following to Small Veteran-Owned Businesses:

f. Of the items or areas stated in 3; we plan to subcontract the following to Hub Zone concerns:

g. Of the items or areas stated in 3; we plan to subcontract the following to Historically Black Colleges and Minority Institutions:

****NOTE: SEE LAST PAGE IF THIS SOLICITATION HAS OPTIONS (delete this statement from your plan)****

4. Provide a description of the method your firm used to develop the subcontracting goals in paragraph 2:

5. Indirect costs were () were not () used in establishing subcontracting goals. ***If indirect costs are included in your goals, furnish a description of the method used to determine the proportionate share of indirect costs to be incurred with (i) small business concerns (ii) small disadvantaged business concerns and (iii) women-owned.***

6. The following individual will administer this Subcontracting Plan on behalf of (name of contractor):

Name: Title:

Address:

Telephone:

The aforementioned individual's specific duties will include, but is not limited to:

a. Developing and maintaining source lists of small, small disadvantaged and women-owned small business concerns. Sources used are the Small Business Administration's Procurement Automated Source System (PASS), the National Minority Purchasing Council Vendor Information Service, Minority Business Development Agency, US Department of Commerce, Local Minority Business Development Centers, Economic Development Centers, and National Center for American Indian Enterprise Development.

b. Assuring the inclusion of small, small disadvantaged, and women-owned small business concerns in all solicitations for products or services which they are capable of providing; and ensuring that all solicitations are structured to permit the maximum possible participation by small, small disadvantaged and women-owned small business concerns.

c. Establishing and maintaining records of all subcontract awards to ensure appropriate documentation of non-selection of bids submitted by a small, small disadvantaged business, or women-owned small business concerns.

d. Preparing and submitting the Subcontracting Report for Individual Contracts (SF 294) and the Summary Subcontract Report (SF 295) in accordance with instructions provided, and coordinating and preparing for all compliance reviews by Federal agencies.

e. Promoting activities necessary to further the intent of the subcontracting plan. Activities include motivational training of purchasing personnel; attendance at workshops, seminars and trade fairs conducted by or on behalf of small business and/or small disadvantaged and/or women-owned small business concerns; and general cooperation with members of the small, small disadvantaged and women-owned small business concerns or their representatives.

7. The following steps will be taken to ensure that small, small disadvantaged, and women-owned small business concerns receive notice of and have an equitable opportunity to compete for intended awards of subcontracts and/or purchase orders for the products and/or services describe in paragraph 4 above:

a. Sources will be requested through SBA's PASS system, business development organizations, minority and small business trade associations and at small, minority and women-owned small business procurement conferences; sources will be contacted; and bidding materials will be provided to all responding parties expressing an interest.

b. The firm will conduct and maintain internal motivational training to guide and encourage purchasing personnel to maintain source lists and guides to small, small disadvantaged, and women-owned small business concerns. Purchasing activities will be monitored to ensure sufficient time is allowed for interested offerors to prepare bids and to ensure continuous compliance with the approved Subcontracting Plan.

8. *[Name of contractor]* agrees that the clause entitled "Utilization of Small, Small Disadvantaged and Women-Owned Business Concerns" will be included in all subcontracts that offer further subcontracting opportunities. All subcontractors, except small business concerns, who receive subcontracts in excess of \$500,000 (\$1,000,000 in the case of construction) will be required to adopt a plan similar to this one. Such plans will be reviewed to assure that all minimum requirements of an acceptable subcontracting plan have been satisfied.

The acceptability of proposed goals shall be determined on a cases-by-case basis depending on the supplies/services involved, the availability of potential small, small disadvantaged, and women-owned subcontractors, and prior experience. Once approved and implemented, plans will be monitored through the submission of periodic reports or, as time and availability of funds permit, periodic visits to subcontractors facilities to review applicable records and subcontracting program progress.

9. The Firm agrees to submit periodic reports and cooperate in any studies or surveys required by the Contracting Activity or Small Business Administration to determine the extent of the firm compliance with the subcontracting plan.

10. *(Name of Contractor)* agrees to maintain at least the following types of records to document compliance with the Subcontracting Plan:

a. The names of all organizations, agencies, and associations contacted for small, small disadvantaged, and women-owned small business sources, along with records of attendance at conference, seminars and trade fairs where additional sources were developed.

b. Source lists, guides, and other data identifying small business concerns, small disadvantaged business concerns and women-owned small business concerns.

c. Records of subcontracts award in excess of \$100,000 will demonstrate how small business concerns, small disadvantaged business concerns and women-owned business concerns were solicited or provide an explanation as to why these business concerns were not considered for subcontracting opportunities.

d. Records of subcontract award data to include subcontractor's name and address, to be kept on a contract-by-contract basis.

e. Minutes of internal motivational and training meetings held for the guidance and encouragement of purchasing personnel, and records of all monitoring activities performed for compliance evaluation.

f. Copies of SF 294 and SF 295 showing date and place of filing and copies of all other reports or results of reviews conducted by the contracting agency or other interested agencies of the Federal government to monitor our compliance with this Subcontracting Plan.

11. *(Name of Contractor)* will submit a SF 295, Summary Subcontract Report, on Corps of Engineers projects only. The SF 295 shall be completed and distributed in accordance with the Corps of engineers Supplemental Instructions. *(Name of Contractor)* will not report Corps of Engineers projects through any other Agency unless authorized by the Contracting Officer.

Contractor's Signature: _____

Typed Name: _____

Title: _____

Date: _____

This Plan is Accepted By:

Contracting Officer

Date: _____

NOTE: If this solicitation has options, the plan must contain separate goals for each option. **EXAMPLE:**

1. Option # _____

a. Total contract amount is \$ _____.

b. Total dollars planned to be subcontracted (to all types of businesses): \$ _____.

Type of Subcontractor	Amount Planned to be Subcontracted	Percentage of Subcontracted Dollars
Large Business		%
Small Businesses		%
- Small Disadvantaged*		%
- Small Women-Owned		%
- Small Service Disabled Veterans Owned		%
- Small Veteran Owned		%
HubZone Concern		%
Historical Black College and Minority Institution		%
Total		100%

SECTION 00700 Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

52.202-1 Alt I	Definitions (Dec 2001) --Alternate I	MAY 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-13	Time Extensions	SEP 2000
52.211-18	Variation in Estimated Quantity	APR 1984
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JAN 1999
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9	Small Business Subcontracting Plan	JAN 2002
52.219-16	Liquidated Damages -Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	AUG 1996
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-6	Davis Bacon Act	FEB 1995
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	FEB 1988
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	FEB 1988
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis -Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	FEB 1999
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-35	Equal Opportunity For 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
52.223-6	Drug Free Workplace	MAY 2001

52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-4	Patent Indemnity-Construction Contracts	APR 1984
52.227-9	Refund Of Royalties	APR 1984
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	JAN 1991
52.229-5	Taxes--Contracts Performed In U S Possessions Or Puerto Rico	APR 1984
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 1997
52.232-17	Interest	JUN 1996
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	FEB 2002
52.232-27	Prompt Payment for Construction Contracts	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	DEC 1998
52.233-3	Protest After Award	AUG 1996
52.234-1	Industrial Resources Developed Under Defense Production Act Title III	DEC 1994
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-23	Responsibility of the Architect-Engineer Contractor	APR 1984
52.236-24	Work Oversight in Architect-Engineer Contracts	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	AUG 1987
52.244-4	Subcontractors and Outside Associates and Consultants (Architect-Engineer Services)	AUG 1998
52.244-6	Subcontracts for Commercial Items	DEC 2001
52.245-4	Government-Furnished Property (Short Form)	APR 1984
52.245-19	Government Property Furnished "As Is"	APR 1984
52.246-12	Inspection of Construction	AUG 1996
52.247-34	F.O.B. Destination	NOV 1991
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	APR 1984
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Sep 1996) - Alternate I	SEP 1996
52.249-7	Termination (Fixed-Price Architect-Engineer)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991

252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	OCT 1998
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7002	Safety Precautions For Ammunition And Explosives	MAY 1994
252.223-7003	Changes In Place Of Performance--Ammunition And Explosives	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7012	Preference For Certain Domestic Commodities	AUG 2000
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises-DoD Contracts	SEP 2001
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7022	Government Rights (Unlimited)	MAR 1979
252.227-7023	Drawings and Other Data to become Property of Government	MAR 1979
252.227-7026	Deferred Delivery Of Technical Data Or Computer Software	APR 1988
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7033	Rights in Shop Drawings	APR 1966
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.231-7000	Supplemental Cost Principles	DEC 1991
252.236-7001	Contract Drawings, Maps, and Specifications	AUG 2000
252.236-7002	Obstruction of Navigable Waterways	DEC 1991
252.236-7005	Airfield Safety Precautions	DEC 1991
252.236-7006	Cost Limitation	JAN 1997
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
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.246-7000	Material Inspection And Receiving Report	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAR 2000
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
252.248-7000	Preparation Of Value Engineering Change Proposal	MAY 1994
252.249-7002	Notification of Anticipated Program Termination or Reduction	DEC 1996

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52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)—ALTERNATE IV (OCT 1997)

(a) Submission of cost or pricing data is not required.

(b) Provide information described below:

See section 00110 – Submission Requirements and Instructions for price proposal requirements.

52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items. (A) If--

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued **for a ordering period of one calendar year from the date the contract is awarded or the option exercised, or until ordering capacity has been exhausted, whichever occurs first.**

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

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

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$2,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$5,000,000.00;

(2) Any order for a combination of items in excess of \$5,000,000.00; or

(3) A series of orders from the same ordering office within 10 calendar days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **5 CALENDAR DAYS** after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **the period specified for each individual task order.**

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within **THIRTY (30) CALENDAR DAYS.**

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **THREE CALENDAR YEARS, or until the ordering capacity of the last ordering period has been exhausted, whichever occurs first.**

(End of clause)

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

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

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

The goals for minority and female participation will be issued with the scope of work for each individual task order in the format shown below.

Goals for minority participation for each trade	Goals for female participation for each trade
[Insert Goals]	[Insert Goals]

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

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall

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

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

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

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is **primarily located in Kansas, Missouri, Nebraska, and Iowa. However, projects may be located anywhere within the Northwestern Division boundaries including installations and/or facilities under the jurisdiction or that becomes under the jurisdiction of the Kansas City District during the life of these contracts. The specific "covered area" and applicable goals will be issued with the scope of work for each individual task order.**
52.225-11 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (DEC 2001)

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

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

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

Cost of components means--

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

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

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

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

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

Designated country construction material means a construction material that--

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

Domestic construction material means--

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

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

North American Free Trade Agreement country means Canada or Mexico.

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

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

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

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

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

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows:

NONE

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

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent. For determination of unreasonable cost under the Balance of Payments Program, the Contracting Officer will use a factor of 50 percent;

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

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

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

Foreign and Domestic Construction Materials Price Comparison			
Construction material description	Unit of measure	Quantity	Price (dollars) \1\
Item 1:			
Foreign construction material			
Domestic construction material			
Item 2:			
Foreign construction material			
Domestic construction material			

\1\ Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

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

Include other applicable supporting information.

(End of clause)

52.236-25 REQUIREMENTS FOR REGISTRATION OF DESIGNERS (APR 1984)

The design of architectural, structural, mechanical, electrical, civil, or other engineering features of the work shall be accomplished or reviewed and approved by architects or engineers registered to practice in the particular professional field involved in a State or possession of the United States, in Puerto Rico, or in the District of Columbia.

52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)

(a) The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.-

(b) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.-

(c) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of

the other party.

52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

(a) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the Government may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Government resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.

(b) The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if--

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include

(i) acts of God or of the public enemy,

(ii) acts of the Government in either its sovereign or contractual capacity,

(iii) acts of another Contractor in the performance of a contract with the Government,

(iv) fires,

(v) floods,

(vi) epidemics,

(vii) quarantine restrictions,

(viii) strikes,

(ix) freight embargoes,

(x) unusually severe weather, or delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Contracting Officer), notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Government.

The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

<http://www.acq.osd.mil/dp/dars/dfars/dfars.html>

<http://acqnet.saalt.army.mil/library/default.htm>

<http://www.hq.usace.army.mil/cepr/asp/library/efar.asp?strCat=7&strSubCat=7>

<http://web2.deskbook.osd.mil/default.asp>

252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS. (JUN 1995)

(a)(1) For contracts requiring the delivery of technical data, the terms "limited rights" and "Government purpose rights" are defined in the Rights in Technical Data--Noncommercial Items clause of this contract.

(2) For contracts that do not require the delivery of technical data, the terms "government purpose rights" and "restricted rights" are defined in the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract.

(3) For Small Business Innovative Research program contracts, the terms "limited rights" and "restricted rights" are defined in the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause of this contract.

(b) Technical data or computer software provided to the Contractor as Government furnished information (GFI) under this contract may be subject to restrictions on use, modification, reproduction, release, performance, display, or further disclosure.

(1) GFI marked with limited or restricted rights legends. The Contractor shall use, modify, reproduce, perform, or display technical data received from the Government with limited rights legends or computer software received with restricted rights legends only in the performance of this contract. The Contractor shall not, without the express written permission of the party whose name appears in the legend, release or disclose such data or software to any person.

(2) GFI marked with government purpose rights legends. The Contractor shall use technical data or computer software received from the Government with government purpose rights legends for government purposes only. The Contractor shall not, without the express written permission of the party whose name appears in the restrictive legend, use, modify, reproduce, release, perform, or display such data or software for any commercial purpose or disclose such data or software to a person other than its subcontractors, suppliers, or prospective subcontractors or suppliers, who require the data or software to submit offers for, or perform, contracts under this contract. Prior to disclosing the data or software, the Contractor shall require the persons to whom disclosure will be made to complete and sign the non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS).

(3) GFI marked with specially negotiated license rights legends. The Contractor shall use, modify, reproduce, release, perform, or display technical data or computer software received from the Government with specially negotiated license legends only as permitted in the license. Such data or software may not be released or disclosed to other persons unless permitted by the license and, prior to release or disclosure, the intended recipient has completed the non-disclosure agreement at DFARS 227.7103-7. The Contractor shall modify paragraph (1)(c) of the non-

disclosure agreement to reflect the recipient's obligations regarding use, modification, reproduction, release, performance, display, and disclosure of the data or software.

(c) Indemnification and creation of third party beneficiary rights. The Contractor agrees--

(1) To indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of technical data or computer software received from the Government with restrictive legends by the Contractor or any person to whom the Contractor has released or disclosed such data or software; and

(2) That the party whose name appears on the restrictive legend, in addition to any other rights it may have, is a third party beneficiary who has the right of direct action against the Contractor, or any person to whom the Contractor has released or disclosed such data or software, for the unauthorized duplication, release, or disclosure of technical data or computer software subject to restrictive legends.

252.236-7000 MODIFICATION PROPOSALS - PRICE BREAKDOWN. (DEC 1991)

(a) The Contractor shall furnish a price breakdown, itemized as required and within the time specified by the Contracting Officer, with any proposal for a contract modification.

(b) The price breakdown --

(1) Must include sufficient detail to permit an analysis of profit, and of all costs for --

(i) Material;

(ii) Labor;

(iii) Equipment;

(iv) Subcontracts; and

(v) Overhead; and

(2) Must cover all work involved in the modification, whether the work was deleted, added, or changed.

(c) The Contractor shall provide similar price breakdowns to support any amounts claimed for subcontracts.

(d) The Contractor's proposal shall include a justification for any time extension proposed.

SECTION 00800 Special Contract Requirements

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

The Contractor shall be required to (a) commence work under this contract within **the time specified for each individual Task Order** after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **the time specified for each individual task order**. The time stated for completion shall include final cleanup of the premises.

(End of clause)

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

(a) If the Contractor fails to complete the work within the time specified **for any individual task order**, the Contractor shall pay liquidated damages to the Government in the amount, **if any, specified by each individual task order** for each calendar day of delay until the work is completed or accepted.

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

3. (c) If no liquidated damages are specified for a given individual task order, then liquidated damages will not apply to that particular task order only.

(End of clause)

52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least **TEN PERCENT (10%)** of the total amount of **Construction** work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

UNAVAILABILITY OF UTILITIES

The responsibility shall be upon the Contractor to produce and maintain at his own expense, adequate utilities for his use for construction and domestic consumption, and to install and maintain necessary connections and lines for the same, but only at such locations and in such manner as may be approved by the Contracting Officer. Before final acceptance, temporary connections and lines installed by the Contractor shall be removed in a manner satisfactory to the Contracting Officer.

SCR-DB-0001 DESIGN-BUILD CONTRACT - ORDER OF PRECEDENCE – AUG 1997

(a) The contract includes the standard contract clauses and schedules current at the time of contract award. It entails

- (1) the solicitation in its entirety, including all drawings, cuts, and illustrations, and any amendments, and
 - (2) the successful offeror's accepted proposal. The contract constitutes and defines the entire agreement between the Contractor and the Government. No documentation shall be omitted which in any way bears upon the terms of that agreement.
- (b) In the event of conflict or inconsistency between any of the provisions of this contract, precedence shall be given in the following order:
- (1) Betterments: Any portions of the accepted proposal which both conform to and exceed the provisions of the solicitation.
 - (2) The provisions of the solicitation. (See also Contract Clause: SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION.)
 - (3) All other provisions of the accepted proposal.
 - (4) Any design products including, but not limited to, plans, specifications, engineering studies and analyses, shop drawings, equipment installation drawings, etc. These are "deliverables" under the contract and are not part of the contract itself. Design products must conform with all provisions of the contract, in the order of precedence herein.

(End of Clause)

SCR-DB-0002 PROPOSED BETTERMENTS – AUG 1997

- (a) The minimum requirements of the contract are identified in the Request for Proposal. All betterments offered in the proposal become a requirement of the awarded contract.
- (b) A "Betterment" is defined as any component or system, which exceeds the minimum requirements stated in the Request for Proposal. This includes all proposed betterments listed in accordance with the "Proposal Submission Requirements" of the Solicitation, and all Government identified betterments.
- (c) "Government identified betterments" include the betterments identified on the "List of Accepted Project Betterments" prepared by the Proposal Evaluation Board and made part of the contract by alteration, and all other betterments identified in the accepted Proposal after award.

(End of Clause)

SCR-DB-0004 KEY PERSONNEL, SUBCONTRACTORS AND OUTSIDE ASSOCIATES OR CONSULTANTS – AUG 1997

In connection with the services covered by this **contract, or any individual task order under this contract**, any in-house personnel, subcontractors, and outside associates or consultants will be limited to individuals or firms that were specifically identified and agreed to during negotiations. The contractor shall obtain the Contracting Officer's written consent before making any substitution for these designated in-house personnel, subcontractors, associates, or consultants.

(End of Clause)

SCR-DB-0005 RESPONSIBILITY OF THE CONTRACTOR FOR DESIGN – FEB 2000

- (a) The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and any other non-construction services furnished by the Contractor under this

contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiency in its designs, drawings, specifications, and other non-construction services and perform any necessary rework or modifications, including any damage to real or personal property, resulting from the design error or omission.

(b) Neither the Government's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract. The Contractor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Contractor's negligent performance of any of the services described in paragraph (a) furnished under this contract.

(c) The rights and remedies of the Government provided for under this contract are in addition to any other rights and remedies provided by law.

(d) if the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable thereunder.

(End of Clause)

SCR-DB-0006 WARRANTY OF CONSTRUCTION WORK – AUG 1997

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (1) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of:

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, or workmanship.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

Obtain all warranties that would be given in normal commercial practice;

Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

(End of Clause)

SCR-DB-0008 SEQUENCE OF DESIGN -CONSTRUCTION (FAST TRACK) – AUG 1997

(a) After receipt of the Notice to Proceed (NTP) the Contractor shall initiate design, comply with all design submission requirements as covered under Division 01 General Requirements, and obtain Government review of each submission. The Contractor may begin construction on portions of the work for which the Government has reviewed the final design submission and has determined satisfactory for purposes of beginning construction. The ACO or COR will notify the Contractor when the design is cleared for construction. The Government will not grant any time extension for any design resubmittal required when, in the opinion of the ACO or COR, the initial submission failed to meet the minimum quality requirements as set forth in the Contract.

(b) If the Government allows the Contractor to proceed with limited construction based on pending minor revisions to the reviewed Final Design submission, no payment will be made for any in-place construction related to the pending revisions until they are completed, resubmitted and are satisfactory to the Government.

(c) No payment will be made for any in-place construction until all required Submittals have been made, reviewed and are satisfactory to the Government.

(End of Clause)

SCR-DB-009 CONSTRUCTOR'S ROLE DURING DESIGN PROCESS – JUN 1998

The Contractor's construction management key personnel shall be actively involved during the design process to effectively integrate the design and construction requirements of this contract. In addition to the typical required construction activities, the Contractor's involvement includes, but is not limited to, actions such as: integrating the design schedule into the Master Schedule to maximize the effectiveness of fasttracking design and construction (within the limits allowed in the contract), ensuring constructibility and economy of the design, integrating the shop drawing and installation drawing process into the design, executing the material and equipment acquisition programs to meet critical schedules, effectively interfacing the construction QC program with the design QC program, and maintaining and providing the design team with accurate, up-to-date redline and as-built documentation. The Contractor shall require and manage the active involvement of key trade subcontractors in the above activities.

(End of Clause)

SCR-DB-010 VALUE ENGINEERING AFTER AWARD – JUNE 1999

- (a) In reference to Contract Clause 52.248-3, "Value Engineering Construction," the Government may refuse to entertain a "Value Engineering Change Proposal" (VECP) for those "performance oriented" aspects of the Solicitation documents which were addressed in the Contractor's accepted contract proposal and which were evaluated in competition with other offerors for award of this contract or any task order issued under this contract, or accepted in non-competitive negotiation for award of this contract or any task order issued under the contract.
- (b) The Government may consider a VECP for those "prescriptive" aspects of the Solicitation documents, not addressed in the Contractor's accepted contract proposal or addressed but evaluated only for minimum conformance with the Solicitation requirements.
- (c) For purposes of this clause, the term "performance oriented" refers to those aspects of the design criteria or other contract requirements which allow the Offeror or Contractor certain latitude, choice of and flexibility to propose in its accepted contract offer a choice of design, technical approach, design solution, construction approach or other approach to fulfill the contract requirements. Such requirements generally tend to be expressed in terms of functions to be performed, performance required or essential physical characteristics, without dictating a specific process or specific design solution for achieving the desired result.
- (d) In contrast, for purposes of this clause, the term "prescriptive" refers to those aspects of the design criteria or other Solicitation requirements wherein the Government expressed the design solution or other requirements in terms of specific material, approaches, systems, and/or processes to be used. Prescriptive aspects typically allow the Offerors little or no freedom in the choice of design approach, materials, fabrication techniques, methods of installation, or any other approach to fulfill the contract requirements.

(End of Clause)

SCR-DB-011 PARTNERING – FEB 2000

In order to most effectively accomplish this contract, the Government proposes to form a partnership with the Contractor to develop a cohesive building team. It is anticipated that this partnership would involve the **Corps of Engineers**, the Contractor, primary subcontractors and the designers. This partnership would strive to develop a cooperative management team drawing on the strengths of each team member in an effort to achieve a quality project within budget and on schedule. This partnership would be bilateral in membership and participation will be totally voluntary. Any cost associated with effectuating this partnership **will be borne by each party. The initial partnering meeting shall be held in at the Kansas City District offices at a time and place to be determined within 10 days of contract award**

(End of Clause)

SCR-DB-012 DESIGN CONFERENCES – AUG 1997

- (a) Pre-Work: As part of the Pre-work Conference conducted after **the award of the contract, or any individual task order under the contract**, key representatives of the Government and the Contractor will review the design submission and review procedures specified herein, discuss the preliminary design schedule and provisions for phase completion of the D/B documents with construction activities (fast tracking), as appropriate, meet with Corps of Engineers Design Review personnel and key Using Agency points of contact and any other appropriate pre-design discussion items.
- (b) Design Charette: After award of the **the contract, or any individual task order under the contract**, the Contractor shall visit the site and conduct extensive interviews, and problem solving discussions with the individual users, base personnel, Corps of Engineers personnel to acquire all necessary site information, review user operations, and discuss user needs. The Contractor shall document all discussions. The design shall be finalized as direct result of these meetings.

(c) Design Review Conferences: Review conferences will be held on base for each design for each submittal. The Contractor will bring the personnel that developed the design submittal to the review conference. The conferences will take place the week after the review is complete.

(End of Clause)

SCR-DB-013 TRAINING – FEB 2000

For each individual task order, the Contractor shall provide operational and maintenance training for all systems furnished under this contract for the operating and maintenance personnel. The system manufacturer shall put on the training, where feasible. All operation and maintenance manuals shall be submitted and approved prior to conducting the training and shall be used during training. The Contractor shall video tape the training session on VHS tapes and provide the tapes to the Government **unless another form of documentation has been approved by the Contracting Officer**.

(End of Clause)

SCR-DB-014 RECOMMENDED INSURANCE COVERAGE (FEB 2000)

The Design-Build Contractor's attention is invited to the contract requirements concerning "RESPONSIBILITY OF THE CONTRACTOR FOR DESIGN" and "WARRANTY OF CONSTRUCTION WORK." These requirements vest in the Contractor complete responsibility for the professional quality, technical accuracy, and coordination of all design, drawings, specifications and other work or materials furnished by his in-house or consultant forces. The Design-Build Contractor must correct and revise any errors or deficiencies in his work, notwithstanding any review, approval, acceptance or payment by the Government. The Contractor must correct and change any work resulting from his defective design at no additional cost to the Government. The requirements further stipulate that the Design-Build Contractor shall be liable to the Government caused by negligent performance. Though not a mandatory requirement, this is to recommend that the Design-Build Contractor investigate and obtain appropriate insurance coverage for such liability protection.

SCR-DB-015 SUBMITTAL OF WORK TO BE PERFORMED BY THE CONTRACTOR (FEB 2000)

The Contractor shall furnish the Contracting Officer within 10 days after the award **of each individual task order**, the items of work he will performed with his own forces and the estimated cost of those items. The percentage of work that must be performed by the Contractor is stated in Contract Clause 52.236-1, "Performance of Work by the Contractor."

(End of Clause)

Section 01000

Scope of Work

1. General. Typical task orders will include three phases: Assess – Design – Construction. The Government will provide requirements for each task order in addition to any contractor provided studies/investigation reports which may include one or more of the following: performance based specifications, conceptual drawings and specifications or definitive designs with prescriptive specifications. Assessment and Design services may include, but are not limited to, security engineering and vulnerability surveys, for interagency domestic antiterrorism, force protection, and homeland defense. The services provided in these technical areas could include studies, investigations, reports, and evaluations for the modification of existing facilities; analysis of structural and mechanical systems using computer methodologies; and preparation of detailed design drawings, specifications, shop drawings, work plans and other submittals for construction services. Disciplines required may include architectural, civil, mechanical, plumbing, electrical, structural, HVAC, instrumentation, information management systems, environmental, security, and safety design. Construction services may include, but are not limited to, construction, renovation, repairs, preventative maintenance, and environmental abatement or improvements for projects outlined above. The projects will be primarily located in Kansas, Missouri, Nebraska, and Iowa. However, projects may be located anywhere within the Northwestern Division boundaries including installations and/or facilities under the jurisdiction or that becomes under the jurisdiction of the Kansas City District during the life of these contracts.

2. Task Orders may include one or many of the following: formulation of plans or planning procedures for integrated security engineering solutions for mitigating complex, multiple tactic threats to assets, including combinations of criminal, terrorist, and/or espionage related threats. Solutions will be integrated across building, sitework, and electronic security system components. Capabilities include investigating and analyzing protective measures for acoustical eavesdropping threats. Application of engineering for all aspects of commercial and military electronic security systems (ESS) includes, but is not limited to, Joint-Service Interior Intrusion Detection System (J-SIIDS) and Integrated Commercial Intrusion Detection System (ICIDS). Performance includes security engineering site surveys (vulnerability assessments) that address the identification of threats to assets, the vulnerabilities of assets to those threats, and the protective measures to mitigate the threats. Performance includes development of programming level design recommendations and construction cost estimates for security measures identified to mitigate shortcomings discovered during the security engineering survey and vulnerability assessment.

3. Specific areas of work include (but are not limited to):

- Conducting threat assessment for governmental facilities.

- Evaluating security operations for large organizations with multiple locations and type of facilities. Security operations include operating procedures and work policies.
- Conducting Crime Prevention through Environmental Design (CPTED) surveys.
- Providing strategic security planning services and providing cost estimates and implementation plans.
- Setting up organizational security awareness education programs.
- Full multidiscipline capabilities in engineering and architectural design (including production of construction documents, specifications and design drawings.) The scope of work includes both the retrofit of existing facilities and construction of new facilities.
- Construction administration for the installation of security systems and force protection enhancements for existing facilities. In addition, the scope of work covers with the construction of new facilities incorporating the latest technology in security monitoring and force protection.
- Evaluation of security systems, policies and procedures in the post-occupancy of the facilities.
- Certification of the Project Manager as a Certified Protection Professional (CPP) by the American Society for Industrial Security (ASIS), or other accreditation from a nationally recognized professional industrial security association or American Society of Civil Engineers Architectural Engineering Division Mitigation of the Effects of Terrorism is required.
- Use of Corps of Engineers Technical Manuals in force protection and security engineering.
- Requirements determination, planning, design, and construction of active and passive measures required to protect population, area, and infrastructure.
- Requirements determination, planning, design, and construction of measures to deter, defend against, and mitigate the effects of threats, disasters, and attacks.
- Developing and implementing measures, structural and non-structural, which ensure availability, integrity, survivability, and adequacy of critical assets.

4. SECURITY REQUIREMENT.

Security clearances may be required on some task orders. No person shall be deemed to be eligible for access to classified information unless such access is clearly consistent with the interests of national security as provided for in references. Eligibility for access shall not be granted merely by reason of Federal service or contracting, licensee, certificate holder, or grantee status, or as a matter of right or privilege, or as a result of any particular title, rank, position, or affiliation. The Contractor shall have on staff two security engineers eligible for proper clearances in accordance with Department of Defense DIRECTIVE NUMBER 5200.2, April 9, 1999 DoD Personnel Security Program or the latest version. <http://www.dtic.mil/whs/directives/corres/html/52002.htm> Additional staff must be eligible to meet DoD 5200.2 requirements. The Contractor must have design facilities to meet the Security and Law Enforcement Army Regulation AR 380-5 Department of the Army Information Security Program Regulation or approved certification for procedures and facilities

5. ISSUING TASK ORDERS

Task orders under these contracts will be issued in one of the following methods: (a) Competitive RFP, Firm Fixed Price; (b) Sole Source RFP, Firm Fixed Price. Award of competitive Task Orders will be based on best value or lowest price, technically acceptable offer. Sole source orders will be negotiated to obtain a fair and reasonable price. The Contracting Officer will consider specific requirements of the task order, current allocations, past performance and capabilities of the individual contractors, and available lead time when determining whether to award on a competitive or sole-source basis.

6. ORDERING PROCEDURES FOR COMPETITIVE TASK ORDERS.

6. 1. Requests for Proposals. When the Government requires work under the MATOC, an RFP will be issued. The RFP will include information concerning the design requirements for design-build projects, statement of work, guide specifications, drawings, attachments, information pertaining to a site visit, evaluation criteria, and any other requirements for submission (e.g. proposal requirements, bid schedule, etc.). Performance and payment bonds and bid guarantees requirements shall be identified in each task order.

6.2. Competition. It is anticipated that most, if not all, of the Task Orders will be awarded based on competition. Awardees will normally compete for projects among themselves within sets. The Government reserves the right to open competition to all MATOCs if deemed in the Government's best interest. The Government reserves the right to issue additional solicitations and award additional contracts within the region covered by this contract. In this event, new MATOC contractors, in accordance with the terms of their contracts, may compete for Task Orders with the Contractors selected under this solicitation.

6.3. Competing for a Task Order. In determining eligibility to compete, the Contracting Officer will consider such factors as past performance on earlier Task Orders under the MATOC, quality, timeliness, or other factors the Contracting Officer determines are relevant to award of a particular Task Order. It is expected that MATOC contractors shall submit proposals for all RFPs received. In the event a Contractor is unable to submit an offer in response to an RFP, the Contractor shall notify the Contracting Officer in writing.

6.4. Walk-throughs. Offeror's attendance at walk-throughs is considered vital to preparation of competitive and cost-effective offers, and to understanding the total results desired by the Government. Failure to attend walk-throughs may not be used as an excuse for omission or miscalculation in offers, and may be taken into consideration in determining a Contractor's eligibility to participate in future Task Orders. The

Contractor will not be reimbursed for proposal preparation, attendance during negotiations, site visits, walk-throughs or other pre-Task Order costs.

6.5. Proposal Contents. Depending upon the requirements of each Task Order, the Contractor will typically provide a technical proposal and a price proposal in response to an RFP. Contractors shall respond within the number of calendar days stated in the RFP by submitting a proposal to the Contracting Officer in accordance with requirements stated in the RFP.

6.6. Contract Prices--Bidding Schedules. The Government's payment for the items listed in the Pricing Schedules of individual Task Orders shall constitute full compensation to the Contractor for-- (1) Furnishing all plant, labor, equipment, services, appliances, and materials and (2) Performing all operations required to complete the work in conformity with the drawings and specifications. The Contractor shall include in the prices for the items listed in the Bidding Schedule all costs for work in the specifications, whether or not specifically listed in the Bidding Schedule.

6.7. Proposals and Final Proposal Revisions. Offerors shall specifically identify all deviations from the minimum RFP requirements in a cover letter in a section entitled Deviations. This requirement applies for all proposal revisions and Final Proposal Revisions. All proposed alternates shall be specifically addressed and expanded upon in proposal submissions.

6.8. Evaluation Method and Procedures. The Contracting Officer, in making decisions in award of any individual Task Order, will consider factors such as past performance on earlier Task Orders under the MATOC, quality, timeliness, or other factors that the Contracting Officer determines to be relevant to award of a particular Task Order. The primary technical and price factors will vary depending on the unique requirements for each Task Order. The Government intends to select the most advantageous, responsive, and responsible proposal, price and other factors considered. Each RFP will describe the criteria to be utilized in evaluating Task Order proposals.

6.9. Arithmetic Discrepancies in the Evaluation of Offers Submitted in Response to RFPs for Individual Task Orders.

a. For the purpose of initial evaluations of offers proposed for individual Task Orders, the following will be utilized in resolving arithmetic discrepancies found on the face of pricing schedule as submitted by the Offeror: (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 purposes of price evaluation, the Government will proceed on the assumption that the Offeror intends the proposed price to be evaluated on basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above.

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

6.10. Evaluation of Options (FAR 52.217-5) (JUL 1990). Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for the purpose of awarding Task Orders by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

6.11. Award Decision. Whenever possible, award will be made without discussions. If discussions are required, each MATOC contractor will be requested to provide a final proposal revision, unless eliminated from discussions through the establishment of a competitive range. Task Order award will be made based on either the best value to the Government or the lowest price, technically acceptable proposal as described in the RFP. The awarded Task Order will be firm fixed-price with a specific completion date. When Options are included in the Schedule, the Task Order will specify the number of days after award for exercising the Options.

6.12. Task Order Issuance. Task Orders will be issued on DD Form 1155. Orders may be placed via mail, telephone, facsimile or electronic commerce. The Task Order becomes binding when the Contracting Officer signs the Order. Notice to Proceed (NTP) will be issued separately after receipt of acceptable performance and payment bonds (where required). Appropriate Proof of Insurance must be in place before work commences. The Contracting Officers of the Kansas City, Omaha and Seattle Districts, US Army Corps of Engineers are authorized to issue orders under the MATOC contracts. The appropriate issuing, administration, and payment offices will be cited on each Task Order.

6.13. Protests. In accordance with FAR 16.505(a) (7), no protest under Subpart 33.1 is authorized in connection with the issuance or proposed issuance of an order under a Task Order Contract except for a protest on the grounds that the order increases the scope, period, or maximum value of the contract.

6.14. Ombudsman. If the Contractor believes it was not fairly considered for a particular Task Order, the Contractor may present the matter to the Contracting Officer. The Contractor may appeal the explanation or decision of the Contracting Officer to the U.S. Army Corps of Engineers (USACE) Ombudsman, who is the USACE Principal Assistant Responsible for Contracting (PARC), at the following address: Headquarters, U.S. Army Corps of Engineers, Attention: CEPR-P (USACE Ombudsman), 20 Massachusetts Avenue NW, Washington, DC 20314-1000. The Ombudsman will review the Contractor's complaint, and in coordination with the Contracting Officer, ensure that the Contractor was afforded a fair opportunity to be considered for the Task Order.

6.15. Plans and Specifications. The Contractor will be provided one copy of the Statement of Work (with pertinent supplemental specifications and construction drawings as applicable) upon issue of each Task Order. All further reproduction shall be at the Contractor's expense. The Government may provide these as hard copy or as electronic media, such as e-mail or CD ROM, at its option.

7. ORDERING PROCEDURES FOR SOLE SOURCE ORDERS

In the event it becomes necessary to negotiate with one firm on a sole-source basis the following procedures shall be used:

7.1. Circumstances Permitting Sole Source Orders. All MATOC Contractors will be given a fair opportunity to bid on projects unless the Contracting Officer determines:

- a. An urgent need exists and seeking competition would result in unacceptable delay.
- b. Only one Contractor is capable at the level of quality required because the requirement is unique or highly specialized.
- c. A sole source is in the interest of economy and efficiency as a logical follow-on to an order already competed (e.g. site adapt a competed design).
- d. To satisfy contract minimum award obligations.
- e. It is otherwise in the best interest of the government.

7.2 Procedures for 100% Designed Projects. An RFP will be issued requiring a contractor response consisting of a detailed cost estimate. Task Order negotiations will result in a firm fixed price award.

7.3 Procedures for Design-Build Projects. An RFP will be issued with a Statement of Work and Design Criteria. The RFP may also include the amount of funds available for assessment, design and construction. The contractor may be requested to submit a concept design along with a price proposal. Task Order negotiations will result in a Not-to-Exceed (NTE) price for design and construction. It is the Contractor's responsibility to design the project so that it can be built within the NTE contract value. Failure to do so is at the Contractor's risk. At the conclusion of design, the contractor may be required to compete the design among subcontractors and submit a detailed proposal for construction (e.g., breakdowns for labor, equipment, and materials). Following government review, the contract will be modified, if necessary, to reflect a firm-fixed price for construction.

8. ORDERING (FAR 52.216-18) (OCT 1995)

8. 1. Any supplies and services to be furnished under this contract shall be ordered by issuance of Task Orders by the individuals or activities designated in this contract. Such orders may be issued from date of contract award until the 365th calendar day thereafter.

8.2. All Task Orders are subject to the terms and conditions of this contract. In the event of conflict between a Task Order and this contract, the contract shall control.

8.3. If mailed, a Task Order is considered "Issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods. Task Orders transmitted will be confirmed by mail, email or fax clarifying it out.

9. OPTION FOR INCREASED QUANTITY ON TASK ORDERS

9.1 The Government may elect to make certain tasks, as described in Task Order Statement of Work, Optional Items. In this case, the Government may increase the quantity of work awarded on individual Task Orders by exercising Optional Item(s) within the period specified in the Task Order.

9.2. The parties hereto further agree that any option herein shall be considered to have been exercised at the time the Government deposits written notification to the Contractor in the mail.

10. TASK ORDERS INCLUDING DESIGN AND CONSTRUCTION SERVICES

10. 1. Limitation On Payment For Design Services. If it should be necessary to terminate a Task Order that includes design, for any reason, prior to completion, the Government will pay the Contractor a fair and reasonable price for the design services performed and delivered to the Government. However, such payment will not exceed a sum greater than the amount allowable under 10 USC 4540 regardless of the actual costs incurred by the Contractor.

10.2. Design Reviews.

10.2.1. Review(s) of the design will be accomplished in accordance with the Statement of Work for each Task Order. The Contractor is responsible for submitting the number of copies to the addresses identified when review is not accomplished at the Contractor's office.

10.2.2. The time required by the Government to review submissions made during design or construction may vary with the Task Order. However, the Government will attempt to provide as expedited a review as is possible. The review periods, as established in the Task Order Schedule, are the maximum anticipated periods required. Every effort will be made to accomplish reviews within shorter periods. Over-the-shoulder reviews will be used to the maximum extent practicable.

10.2.3. The Contractor is responsible for incorporation of review comments as soon as possible and within the time scheduled in the Task Order.

11. PROPOSED KEY PERSONNEL AND PROPOSED MINIMUM QUALIFICATIONS OF KEY PERSONNEL AND PROPOSED SUBCONTRACTORS.

Any proposed (a) key personnel, (b) minimum qualifications for incoming or replacement key personnel, and (c) subcontractors will be incorporated into the contract resulting from this solicitation and shall be limited to individuals, qualifications, and firms that were specifically identified and agreed to during negotiations. The Contractor shall obtain the Contracting Officer's written consent before making any substitutions. Substitutions on a one-time only basis for a specific Task Order may be granted by the Task Order Contracting Officer. However, any substitution that affects more than one Task Order shall be granted by the Kansas City District Contracting Officer that signed this contract or their successor.

12. GENERAL WAGE DECISIONS. Applicable Davis-Bacon wage rates will be identified for all Task Orders issued under this contract.

13. EVALUATION OF CONTRACTOR PERFORMANCE. In accordance with FAR 36.201(a)(1)(i), the Contractor's performance will be evaluated upon completion of each Task Order of \$500,000 or more. Interim evaluations may be prepared at any time during contract performance when determined to be in the best interest of the Government. Additionally, an annual performance evaluation will be prepared prior to the exercise of an option or termination of the contract.

14. SUBCONTRACTING. All questions and issues related to Subcontracting on the basic contract and all Task Orders shall be directed to the Kansas City District Deputy for Small Business, Mr. Arthur Saulsberry at (816) 983-3927; or by Email at arthur.e.saulsberry@usace.army.mil.

15. ORDER OF PRECEDENCE.

15.1 MATOC Basic Contract. Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) representations and other instructions,
- (b) contract clauses,
- (c) other documents, exhibits, and attachments,
- (d) the specifications.

15.2 Design/Build Task Orders.

(a) The MATOC basic contract includes the standard contract clauses, and the individual Task Orders include added specifics and schedules current at the time of Task Order award. The MATOC basic contract consists of

(1) the solicitation in its entirety, including all drawings, cuts, and illustrations and any amendments, and

(2) the successful offeror's accepted proposal. The Task Order constitutes and defines the negotiated agreement between the Contractor and the Government. No documentation shall be omitted which in any way bears upon the terms of that agreement.

(b) In the event of conflict or inconsistency between any of the provisions of a Task Order, including the Request for Proposal, Contractor's proposal, or Task Order deliverable, precedence shall be given in the following order:

(1) Betterments: Any portions of the accepted proposal, or any subsequent design or other submittal, which both conform to and exceed the provisions of the Request for Proposal. Betterment is defined as any product, component, or system, which exceeds the minimum requirements stated in the Request for Proposal.

(2) The provisions of the solicitation: (See also Contract Clause: SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION)

(3) All other provisions of the accepted proposal including RFP Section 00010.

(4) Any design products including, but not limited to, plans, specifications, engineering studies and analyses, shop drawings, equipment installation drawings, etc. These are deliverables under the Task Order and must conform to or exceed all provisions of the Task Order, in order of precedence herein.

16. COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (FAR 52.211-10) (APR 1984). The Contractor shall be required to commence work within the time frame specified in the individual Task Orders, prosecute the work diligently, and complete the entire work ready for use not later than the number of calendar days specified in the Task Order. The time stated for completion shall include final cleanup of the premises. The Contractor shall ensure that all Task Order work under this contract is completed and that submittals are made in accordance with the time allowances and progress schedules set forth in individual Task Orders. The schedule is subject to adjustment by the Contracting Officer or a duly authorized representative, in writing, for material delays on the part of the Government and for conditions beyond the control of the parties hereto. The order completion schedule shall be based on receipt of either written or verbal Notice to Proceed (NTP), whichever is sooner.

17. LIQUIDATED DAMAGES - CONSTRUCTION (FAR 52.211-12) (APR 1984)

17.1 If the Contractor fails to complete the work within the time specified in a Task Order, or any extension, the Contractor shall pay to the Government as liquidated damages for each day of delay the amount shown in the Task Order.

17.2. For any number of Task Orders accomplished at one site for which delay costs are applicable at the same time, the total daily liquidated damages will be limited to the damages for one Task Order for each calendar day of delay except when separate additional damages are specified in an individual Task Order. These additional damages, if specified, shall be concurrent and cumulative and applied in addition to the basic liquidated damages noted in the Task Order. For any number of Task Orders at separate sites for which delay costs are applicable at the same time, the total daily basic liquidated damages shall be applied concurrent and cumulative. This shall be calculated with each and any other delinquent Task Order for each calendar day of delay. If separate liquidated damages are specified in the Task Order, this amount will be separate from other task orders.

17.3. If the Government terminates the Contractor's right to proceed, resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the Government in completing the work.

17.4. If the Government does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

17.5. Exception to Liquidated Damages. In case the Contracting Officer determines completion of the work is not feasible during the completion period(s) stated in the Task Order, such work will be exempted from liquidated damages.

SECTION 01100**GENERAL****WHERE THE FOLLOWING REQUIREMENTS DIFFER FROM REQUIREMENTS ESTABLISHED BY A SPECIFIC TASK ORDER, THE TASK ORDER REQUIREMENTS SHALL GOVERN.****PART 1 GENERAL****1.1 CONTRACT AWARD**

The Government anticipates the award of up to two (2) indefinite delivery/indefinite quantity type contracts. The Government intends to award up to two (2) contracts under full and open competition, but reserves the right to award fewer, utilizing competitive, informal source selection procedures.

1.2 INQUIRIES

Pursuant to SECTION 00100 paragraph titled "Instructions to Offerors--Competitive Acquisition" any inquiries regarding this Invitation, before proposals are due, should be addressed to the District Engineer, Kansas City District, Corps of Engineers, 700 Federal Building, Kansas City, Missouri 64106, ATTN: Mr. Walter Heimbaugh. Inquiries for which oral explanation or advice on the RFP will suffice may be referred to Mr. Heimbaugh by calling Area Code 816-983-3306. Telephone calls concerning the mailing of the RFP should be made to Contracting Division at Area Code 816-983-3802. Collect telephone calls will not be accepted. (KCDO APR 84)

1.3 DEFINITIONS. The references listed below are defined as indicated wherever they may be used in the technical specifications.

1.3.1 "General Clauses", "General Conditions", or "General Provisions" shall be read as "Contract Clauses".

1.3.2 "Construction quality control" shall be read as "Contractor quality control".

1.3.3 "Provide" shall be defined as "furnish, install, test and make ready for use".

1.3.4 "As indicated" shall be defined as to mean "as shown on the drawing, described in the statement of work or described in the specification".

1.3.5 Days shall be defined as calendar days, unless specifically stated otherwise.

1.3.6 Bare surface: The term "bare" is defined as unpainted and uncoated surface.

1.3.7 Appurtenance: Appurtenance is defined as any built-in or attached nonstructural portion of a building; a subordinate part or accessory of a major item, such as a shed, garbage rack or fence.

1.3.8 Paint: The term "paint" as used herein is defined as emulsions, enamels, paints, stains, varnishes, sealers, cement-emulsion filler, and other coatings, whether used as prime, intermediate, or finish coat.

1.3.9 Complete hiding: "Complete hiding" is defined as the application of one or more coats of paint to all surfaces such that an additional overcoat of paint of the color and tint identical to the previous

coat will not alter the color, shade, or texture of any portion of the painted surface. At least two coats of paint shall be applied to bare surfaces.

1.3.10 Task order: A task order is an order for services under this contract, awarded after evaluation of Proposal(s) and selection of MATOC contractor(s). The task order documentation will consist of an order form signed by a Contracting Officer, the request for proposal (RFP), and the accepted Proposal

1.4 CORRESPONDENCE

1.4.1 All correspondence shall be addressed to the Contracting Officers Representative, shall be serially numbered commencing with Number 1, with no numbers missing or duplicated and shall be furnished with an original and one copy. Enclosures attached or transmitted with the correspondence shall also be furnished with an original and one copy. Each serial letter shall make reference to the contract name, contract number, task order number, and shall have only one subject.

1.4.1.1 All correspondence from the Contracting Officer will be also serially numbered with no numbers missing or duplicated. Letters to the Contractor will be forwarded in duplicate.

1.4.2 For each task order, correspondence shall contain separate and distinct submittals to identify each project by name and T.O. number.

1.4.3 Serial Letter Numbers: There shall be three sets of serial letters for this contract, to correspond to the COE district administering the Task Order: Seattle, Omaha and Kansas City. Correspondence related to the umbrella MATOC Contract shall be sequentially numbered, beginning with 1. Correspondence related to task orders shall also be sequentially numbered beginning with I or 0001 for each District, and include the Task Order and Contract number. No serial letter shall address more than one task order.

1.5 CONSTRUCTION SCHEDULING

The instructions for preparation and submittal of the Contractor-prepared Network Analysis System or Construction Progress Charts and Status Reports will be included with individual Task Orders.

1.6 IDENTIFICATION OF EMPLOYEES

- (a) The Contractor shall be responsible for furnishing to each employee and for requiring each employee engaged on the work to display identification as may be approved and directed by the Contracting Office. All prescribed identification shall immediately be delivered to the Contracting Officer, for cancellation upon the release of any employee. When required by the Contracting Officer the Contractor shall obtain and submit fingerprints of all persons employed or to be employed on the project.
- (b) The Contractor shall be responsible for compliance with all regulations and orders of the Commanding Officer of the Military Installation, respecting identification of employees, movements on installation, parking, truck entry, and all other military regulations which may affect the work. Special requirements will be identified in the statement of work for an individual task order.
- (c) The work under this Contract may be performed at an operating Military Installation with consequent restrictions on entry and movement of nonmilitary personnel and equipment.
- (d) The Military Installation may have specific requirements, which will be identified by the Individual Task Orders.

1.7 Payment.

The contract price for each task order shall constitute full compensation for furnishing all plant, labor, materials, appurtenances, and incidentals and performing all operations necessary to construct and complete the work in accordance with these specifications and the applicable task order Statement of Work and drawings. Payment for each task order shall be considered as full compensation, notwithstanding that minor features may not be mentioned herein. No separate payment will be made for the work, services, or operations required by the Contractor, as specified in DIVISION I of the specifications, to complete the task order in accordance with these specifications; all costs thereof shall be considered as incidental to the work.

1.7.1 Payment will be made by lump sum for the entire task order. Progress payments may be made monthly for task orders exceeding 60 days. The Contractor shall not submit more than two pay requests on any day to a single designated billing office.

1.7.2 Requests for payment shall be submitted in accordance with Federal Acquisition Regulations (FAR) Subpart 32.9, entitled "PROMPT PAYMENT", and Paragraphs 52.232-5 and 52.232-27, entitled "Payments Under Fixed-Price Construction Contracts", and "Prompt Payment for Construction Contracts" respectively. In addition each request shall be submitted in the number of copies and to the designated billing office as shown on the applicable DD 1155.

1.8 MANAGEMENT PLAN. The Management Plan submitted by the proposer for evaluation shall become part of the contract documents on award of the contract.

1.9 INFORMATION REGARDING PROPOSAL MATERIAL

Proposals must be submitted upon Government standard bid form (STANDARD FORM 1442 (Rev. 4-85)). Wherever in the proposal the words "invitation" and "bid" occur, they shall be deemed to refer to "solicitation" and "offer," respectively.

1.10 TIME FOR ACCEPTANCE BY THE GOVERNMENT OF PROPOSALS

All offerors submitting proposals in response to this request agree that the Government shall have not less than 365 days to accept any proposal, after the date indicated for receipt of proposals. In the event the Government cannot award a contract within this 365 day period, the Government may, at their option, extend the date for acceptance of proposals, and any or all offerors may resubmit their price proposals.

1.11 DISPOSAL OF PROPOSALS

After award of the construction contract, proposal sets may be destroyed or may be kept for record. Proposal sets that are kept for records will be for Government use. Disclosure of proposal material, in whole or in part, outside the Government will be restricted only if the provisions of paragraph "Restriction on Disclosure and Use of Data" are in effect.

1.12 SUPERINTENDENCE OF SUBCONTRACTORS

(a) The Contractor shall be required to furnish the following:

(1) If more than 50% and less than 70% of the value of the contract work is subcontracted, one superintendent shall be provided at the site and on the Contractor's payroll to be responsible for coordinating, directing, inspecting and expediting the subcontract work.

(2) If 70% or more of the value of the work is subcontracted, the Contractor shall be required to furnish two such superintendents to be responsible for coordinating, directing, inspecting and expediting the subcontract work.

(b) If the Contracting Officer, at any time after 50% of the subcontracted work has been completed, finds that satisfactory progress is being made, he may waive all or part of the above requirement for additional superintendence subject to the right of the Contracting Officer to reinstate such requirement if at any time during the progress of the remaining work he finds that satisfactory progress is not being made.

1.13 APPLICATION OF WAGE RATES:

Applicable Davis-Bacon Wage Rates will be provided with individual Task Orders.

1.14 PAYMENTS TO SUBCONTRACTORS

The Contractor's attention is directed to CONTRACT CLAUSE titled "Payment Under Fixed-Price Construction Contracts." In addition to the requirements set forth in the referenced paragraph, the Government will reimburse the Contractor, upon request, for amount of premiums paid by the subcontractors for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor furnishes evidence of full payment to the surety.

1.15 PAYMENTS TO CONTRACTOR (KCD MAY 90 - FORMERLY FAR 52.2/9101(a))

The following is an example of a Contractor's release of claims clauses required to comply with the provisions of paragraph (h) of the CONTRACT CLAUSE titled "Payments Under Fixed-Price Construction Contracts":

RELEASE OF CLAIMS

The undersigned Contractor under contract dated _____, 19___, between the United States of America and said Contractor for the located at _____, in accordance with paragraph (h) of the CONTRACT CLAUSE titled "Payments Under Fixed-Price Construction Contracts" of said contract, hereby releases the United States, its officers, agents, and employees from any and all claims arising under or by virtue of said contract or any modification or change thereof except with respect to those claims, if any, listed below:

(Here itemize claims and amounts due.)

1.16 PROSPECTIVE CONTRACTOR RESPONSIBILITY

Each bidder shall furnish, within 3 calendar days after receipt of request therefor, data which will show the bidder's ability to perform the work or services required by this Invitation for Bids. Such data shall include as a minimum: Bank certification of financial capability, or a financial statement not over 60 days old, which will be treated as confidential (if over 60 days old, a certificate shall be attached thereto stating that the financial condition is substantially the same or, if not the same, the changes that have taken place); names of commercial and financial reporting agencies from whom credit reports may be obtained; trade creditors; name and address of bonding company; business and construction experience; past record of performance of Government contracts; and construction plant and equipment available for this job, with resume of work in progress or other data that will assure that the bidder is in a position to perform the work within the time specified.

In addition, if the bid exceeds \$1,000,000, the bidder shall furnish upon request, a certified statement listing:

(a) Each contract awarded to him within the preceding three-month period exceeding \$1,000,000 in value with brief description of the contract.

(b) Each contract awarded to him within the preceding three-year period not already physically completed and exceeding \$5,000,000 in value with brief description of the contract.

(c) If the prospective Contractor is a joint venture, each joint venture member will be required to submit the above defined certification. There shall also be furnished any other available information which will serve to substantiate the bidder's qualifications as a responsible prospective Contractor. (KCD APR 84)

1.17 PERFORMANCE OF WORK BY CONTRACTOR

Bidder's attention is directed to SPECIAL CLAUSE titled "Performance of Work by Contractor." The successful bidder will be required to furnish the Contracting Officer, a description of the work which he will perform with his own organization (e.g., earthwork, paving, etc.), the percentage of the total work this represents, and the estimated cost thereof. Such description of work to be performed by the Contractor's own organization shall be furnished to the Contracting Officer within 10 days after award of a Task Order.

1.18 LABORATORY AND TESTING FACILITIES

The Contractor shall provide and maintain all measuring and testing devices, laboratory equipment, instruments, transportation, and supplies necessary to accomplish the required testing. All measuring and testing devices shall be calibrated at established intervals against certified standards. The Contractor's measuring and testing equipment shall be made available for use by the Government for verification of their accuracy and condition as well as for any inspection or test desired pursuant to the CONTRACT CLAUSE titled "Inspection of Construction." The location of the laboratory shall be convenient to the site such that test results are available prior to proceeding with the next sequential phase of the work. (KCD)

1.19 REQUIRED INSURANCE SCHEDULE

In accordance with CONTRACT CLAUSE titled "Insurance - Work On A Government Installation," the Contractor shall procure and maintain during the entire period of his performance under this contract the following minimum insurance.

<u>Type</u>	<u>Amount</u>
Workmen's Compensation State Statute	coverage complying with applicable
Employers' Liability	minimum amount of \$100,000.00
General Liability on Comprehensive Form of Policy which includes, but is not limited to, insurance for all work required herein	minimum limits of \$500,000 per occurrence for bodily injury
Comprehensive Automobile Liability for bodily injury, and \$20,000 per occurrence for property damage	minimum limits of \$200,000 per person and \$500,000 per occurrence

(End of clause)

1.20 DATE OF SAFETY AND HEALTH REQUIREMENTS MANUAL (EM 385-1-1)

(a) The date of the U.S. Army Corps of Engineers Safety and Health Requirements Manual in effect on the date of this solicitation is 3 September 1996. See Section 00700, Contract Clause titled "Accident Prevention." (KCD 18 DEC 1992)

(b) Section 06.I of EM 385-1-1 is deleted. Job hazard analysis for confined space entry procedures is

still required, as per 01.A.09 of EM 385-1-1. OSHA Standards 29 CFR 1910.146 or 29 CFR 1926 shall apply.

1.21 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)

The Contractor shall comply with OSHA standards as well as the Corps of Engineers Safety and Health Requirements Manual (EM 385-1-1) dated September 1996. The OSHA standards are subject to change and such changes may affect the Contractor in his performance under the contract. It is the Contractor's responsibility to know such changes and effective dates of changes. (KCD APR 84)

1.22 CONSTRUCTION EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE

Whenever a modification or equitable adjustment of contract price is required, the Contractor's cost proposal for equipment ownership and operating expenses shall be as set forth in SPECIAL CLAUSE titled "Equipment Ownership and Operating Expense Schedule." A copy of EP 1110-1-8 "Construction Equipment Ownership and Operating Expense Schedule", dated June 1999, can be ordered from the Government Printing Office (GPO) by calling Telephone No. 202-512-1800.

1.23 SCHEDULE OF WORK

The Contractor's attention is directed to CONTRACT CLAUSE titled "Schedule for Construction Contracts," wherein if, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer.

1.24 UPKEEP OF ROADWAY AREAS WITHIN A MILITARY INSTALLATION WHICH THE CONTRACTOR USES

In addition to the requirements in CONTRACT CLAUSE titled "Operations and Storage Areas," the Contractor shall comply with the following requirements: Where the construction work is on or adjacent to, or involves hauling over public roads, streets, or highways located on a military installation, all herein referred to as "roads," the said roads shall except as otherwise specified or directed, be kept open for traffic at all times during the construction period. The Contractor shall keep the roads including adjacent construction site free of debris including litter, waste construction material, mud etc., that might be caused to accumulate thereon by his operations, and upon completion of the work, shall clean up the said roads and construction site and repair any damage occasioned with his operations under this contract to the satisfaction of the Contracting Officer. The drainage from the roads shall not be obstructed by the construction work.

1.25 MODIFICATIONS PRIOR TO DATE SET FOR OPENING BIDS

The right is reserved, as the interest of the Government may require, to revise or amend the specifications or drawings or both prior to the date set for opening bids. Such revisions and amendments, if any, will be announced by an amendment or amendments to this Invitation for Bids. If the revisions and amendments are of a nature which requires material changes in quantities or prices bid or both, the date set for opening bids may be postponed by such number of days as in the opinion of the issuing officer will enable bidders to revise their bids. In such cases, the amendment will include an announcement of the new date for opening bids. (KCD APR 84)

1.26 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER:

(a) This provision specifies the procedure for determination of time extensions for unusually severe weather in accordance with the CONTRACT CLAUSE titled "Default: (Fixed Price Construction)." In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

(1) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

(2) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

(b) A schedule of monthly anticipated adverse weather delays will be included with individual Task Orders, based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

(c) Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the contract, the Contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled work day. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph b, above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the CONTRACT CLAUSE titled "Default (Fixed Price Construction)." (ER 415-1-15)

1.27 INTERRUPTIONS TO UTILITY SERVICES: Unless otherwise stated in the Task Order scope, a schedule showing the approximate times of interruptions of utility services and roads shall be submitted approximately 30 days in advance of interrupting services to make connections. Where it is necessary to interrupt services to make connections and the period of interruption will last more than 2 hours, the connections shall be performed on Saturday or Sunday, unless otherwise approved by the Contracting Officer. Final arrangements shall be made with the Contracting Officer at least 72 hours in advance of the scheduled times of interruptions.

1.28 CONTRACTOR-FURNISHED EQUIPMENT DATA: At or before 30 days prior to final inspection and acceptance of the work, the Contractor shall submit the data mentioned in the following subclauses.

(1) Equipment List. An itemized equipment list showing unit retail value and nameplate data including serial number, model number, size, manufacturer, etc., for all Contractor-furnished items of mechanical equipment, electrical equipment, and fire protection systems installed under this contract.

(2) Guarantees. A list of all equipment items which are specified to be guaranteed accompanied by a copy of each specific guarantee therefor. For each specific guaranteed item, a name, address, and telephone number shall be shown on the list for subcontractor who installed equipment, equipment supplier or distributor and equipment manufacturer. The completion date of the guarantee period shall correspond to the applicable specification requirements for each guaranteed item.

(3) Warranty Service Calls. The Contractor shall furnish to the Contracting Officer the names of local service representatives and/or Contractors that are available for warranty service calls and who will respond to a call within the time periods as follows: 4 hours for heating, air-conditioning, refrigeration, air supply and distribution, and critical electrical service systems and food service equipment, and 24 hours for all other systems. The names, addresses, and telephone numbers for day, night, weekend, and holiday service responses shall be furnished to the Contracting Officer and also posted at a conspicuous location in each mechanical and electrical room or close to the unit.

1.29 SHOP DRAWINGS: The Contractor's attention is directed to clause "Specifications and Drawings for Construction" of the Contract Clauses.

1.30 SUBMITTALS:

(a) Submittal Procedures. See Division One SECTION: SUBMITTAL PROCEDURES.

(b) Shop Drawings shall be submitted in ample time to secure approval prior to the time the items covered thereby are to be delivered to the site. ENG Form 4025 and 4026 shall be used for the transmittal of shop drawings. Unless otherwise specified, shop drawings shall be submitted not less than 30 days before commencement of fabrication of fabricated items and not less than 15 days before delivery of standard stock manufactured items. Where materials are stock with the manufacturer, catalog data, including specifications and full descriptive matter, may be submitted as shop drawings. When catalog includes nonapplicable data, the applicable data shall be clearly designated and identified by item number, item name, and name of manufacturer. Shop drawings submitted (including initial and final submittals) shall be reproductions on high quality paper with clear and legible print. Drawings shall generally be bordered a minimum of one inch and trimmed to neat lines and unless otherwise specified, the minimum scale shall be 3/8-inch to the foot. Shop drawings quality will be subject to approval. Each shop drawing, including catalog data, shall be identified with a title block including the name of Contractor, contract number, name and location of project, and name of item of work or structure to which the shop drawing applies. Material fabricated or delivered to the site before approved shop drawings have been returned to the Contractor will be subject to rejection. **NO CONSTRUCTION OR INSTALLATION SHALL BE DONE FOR ANY ITEM REQUIRING SHOP DRAWINGS, UNTIL ALL SHOP DRAWINGS FOR THAT ITEM HAVE BEEN APPROVED.**

(c) As-Built Shop Drawings: Upon completion of the work under this contract, the Contractor shall furnish five complete sets of prints or one complete set of reproducibles of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the equipment is completed and accepted. The quality of the reproducibles and prints is subject to approval.

(d) As-Built Drawings: The Contractor shall maintain three separate sets of red-lined, full scale, as-built construction drawings marked up to fully indicate as-built conditions. These drawings shall be maintained in a current condition at all times until completion of the work, and shall be available for review by Government personnel at all times. All variations from the contract drawings, for whatever reason, including those occasioned by modifications, optional materials, and the required coordination between trades, shall be indicated. These variations shall be shown in the same general detail utilized in the contract drawings. In addition, the Contractor shall indicate on the As-Built Drawings, the brand-name, description, location, and quantity of any and all materials used which contain asbestos. The Contractor shall also be responsible for updating the Government-furnished CADD files to reflect the current as-built conditions throughout the duration of the project. The updated CADD design files shall be maintained in the Intergraph Microstation or AutoCAD format consistent with the graphic standards established in the CADD contract drawings provided by the Government. The Tri-Service CADD standards are available at <http://tsc.wes.army.mil> to facilitate the maintenance of design files. The updated CADD files shall be reviewed by the Government on a monthly basis during the progress payment evaluation. The Contractor shall be prepared to demonstrate the status of the updated CADD files in his on-site office. The as-built utility drawings shall show locations and elevations of all underground new utilities and existing utilities encountered, including dimensions from permanent structures and/or survey locations. The submittal requirements for as-built utility drawings shall be shown as separate activities on the Contractor-prepared network analysis. Upon completion of the work, the marked-up drawings and the updated CADD files shall be furnished to the Contracting Officer on CD. In multiphased construction where portions of a system are to be turned over to the user prior to completion of the project, the marked-up drawings for that portion shall be furnished to the Contracting Officer at that time.
(MRD ltr 30 Oct 70 and KCD 8 Apr 91)

(e) Purchase Orders: Each purchase order issued by the Contractor or his subcontractors for materials and equipment to be incorporated into the project, shall be maintained on file at the Contractor's field office for inspection and review by Government representatives. Each purchase order shall (1) be clearly identified with applicable DA contract number, (2) carry an identifying number, (3) be in sufficient detail to identify the material being purchased, (4) indicate a definite delivery date, and (5) display the

DMS priority rating. At the option of the Contractor, the copies of the purchase orders may or may not indicate the price of the articles purchased. (MRD Ltr 22 Oct 74)

1.31 SPECIAL REFERENCES

(a) Shop Drawings. Bidder's attention is directed to SPECIAL CLAUSE titled "Shop Drawings." The basic requirements for Shop Drawings are set forth in the CONTRACT CLAUSES and SPECIAL CLAUSES.

(b) Approved Equal. Bidder's attention is directed to SPECIAL CLAUSE titled "Approved Equal."

(c) Payment to Subcontractors. Bidder's attention is directed to SPECIAL CLAUSE titled "Payments to Subcontractors."

1.32 DIFFERENCES IN DRAWINGS: In addition to the provisions of CONTRACT CLAUSE paragraph "Specifications and Drawings for Construction," the structural drawings shall govern in cases where they differ from the architectural drawings.

1.33 SALVAGE MATERIALS AND EQUIPMENT (JAN 1965):

The Contractor shall maintain adequate property control records for all materials or equipment specified to be salvaged. These records may be in accordance with the Contractor's system or property control, if approved by the property administrator. The Contractor shall be responsible for the adequate storage and protection of all salvaged materials and equipment and shall replace, at no cost to the Government, all salvage materials and equipment which are broken or damaged during salvage operations as the result of his negligence, or while in his care.

1.34 QUANTITY SURVEYS USING DRAWING FINISH LINES: Where the TECHNICAL PROVISIONS provide for using the finish lines on drawings as the final lines for quantity measurement purposes, the Contractor shall, in addition to the requirements set forth in SPECIAL CLAUSE paragraph titled "Quantity Surveys", make final surveys at least at all locations (stations) where the Contractor performed original surveys. (KCD 23 Jan 76)

1.35 DAMAGE TO WORK (1966 MAR OCE): The responsibility for damage to any part of the permanent work shall be as set forth in the CONTRACT CLAUSE titled "Permits and Responsibilities." However, if, in the judgment of the Contracting Officer, any part of the permanent work performed by the Contractor is damaged by flood or earthquake, which damage is not due to the failure of the Contractor to take reasonable precautions or to exercise sound engineering and construction practices in the conduct of the work, the Contractor will make the repairs as ordered by the Contracting Officer and full compensation for such repairs will be made at the applicable contract unit or lump sum prices as fixed and established in the contract. If, in the opinion of the Contracting Officer, there are no contract unit or lump sum prices applicable to any part of such work an equitable adjustment pursuant to CONTRACT CLAUSE titled, "Changes," of the contract, will be made as full compensation for the repairs of that part of the permanent work for which there are no applicable contract unit or lump sum prices. Except as herein provided, damage to all work (including temporary construction), utilities, materials, equipment and plant shall be repaired to the satisfaction of the Contracting Officer at the Contractor's expense, regardless of the cause of such damage.

1.36 WORK ADJACENT TO ROADS AND HIGHWAYS: Where the construction work is on or adjacent to, or involves hauling over public or private roads, streets, or highways, all herein referred to as "roads," the said roads shall, except as otherwise specified or directed, be kept open for traffic at all times during the construction period. Further, the Contractor shall, during said construction, provide, erect and maintain warning signs, lanterns or torches or other safety devices and, when necessary, provide flagmen for protection of traffic to the satisfaction of the Contracting Officer and local authorities. The Contractor shall keep the right-of-way of the roads free of debris that might be caused to accumulate thereon by his operations, and upon completion of the work, shall clean up the said roads and repair any damage to the

roads occasioned by his operations under this contract to the satisfaction of the Contracting Officer and local authorities having jurisdiction. The drainage from the roads shall not be obstructed by the construction work. The Contractor shall be responsible for obtaining and paying for all permits required for operation on all roads.

1.37 EXISTING ROADS: Where roads under construction follow or tie into existing roads open to traffic, the roads constructed under such conditions shall be open and passable to traffic at all times during construction. Roadbeds shall be maintained to eliminate hazards to traffic, insure a reasonably smooth riding surface, and to provide positive drainage by constant maintenance of sufficient crowns and ditches as construction progresses. During rainy or inclement periods, the roads shall be kept passable by applying adequate surfacing material to the roadbed or by providing a full time attendant to offer assistance to motorists. Upon failure to comply with foregoing requirements, the Contracting Officer reserves the right to direct non-Government sources to correct deficiencies with costs deducted from payment due to the Contractor.

1.38 APPROVED EQUAL: The drawings and the TECHNICAL PROVISIONS of these specifications may, in some instances, refer to certain items of equipment, material, or article by trade name. References of this type shall not be construed as limiting competition, but shall be regarded as establishing a standard of quality. In this respect, the Contractor's attention is directed to CONTRACT CLAUSE titled "Material and Workmanship."

1.39 PROTECTION OF UTILITY LINES:

(a) It shall be the Contractor's responsibility to protect all existing utility lines from damage during excavation for utilities systems. Any damage resulting to existing utility systems shall be repaired by the Contractor, to the satisfaction of the contracting officer, at no additional cost to the Government.

(b) All requests for access and/or locations must be made through the Contracting Officer's Representative (COR) or Resident Engineer.

1.40 CLOSEOUT OF CONTRACTS: (KCD JULY 1990) The closing out of various features of the contract shall be done before or on the Government contract construction completion date. The Contractor's specific submittals and items required for closeout include, but are not limited to, Operation and Maintenance Manuals (O&M), training, spare parts, equipment list, guarantees, as-built shop drawings and contract drawings.

The Contractor shall review the contract documents and prepare a plan for closeout no later than 90 days after the notice to proceed date for approval by the Contracting Officer Representative (COR). The closeout plan shall also include the Specification Volume No., specification reference section and building name on each closeout item. A summary of the type of closeout information required for each of the items shall be prepared by the Contractor for the closeout plan. The closeout data base shall be updated as required by the Contracting Officer to ensure adequate tracking of the items noted.

The following is a general list of the various types of closeout materials and the data required for each. (* indicates data required on initial submittal)

(a) O&M Manuals:

Descriptions*, Specification Paragraph*, Date Due*, No. Copies Due*, Date Submit Action Code, Resubmit Date, Approved, Date to User

(b) Training Requirements:

Description*, Specification Paragraph*, Length Required*, Date Scheduled, Plan Submitted, Plan Approved, Date Training Held

(c) Spare Parts Required:

Description*, Specification Paragraph*, Quantity Required*, Date Turned Over to User

(d) Salvaged Material:

Description*, Specification-Plan Requirement*, Quantity*, Turn In Document Received

(e) Government-Furnished Equipment:

Description*, Specification-Plan Requirement*, GFCI-GFGI*, Number Required*, Date Equipment Data Required*, Date Equipment Required*, Turnover Document Provided

(f) Utilities Provided or Relocated by Others:

Description*, Relocate or Provide*, Specification-Plan Note*, Date Required*

1.41 FUNDS AVAILABILITY STATEMENTS: Funds are not presently available for this procurement. No contract award will be made until appropriated funds are made available from which payment for contract purposes can be made.

1.42 UNEXPECTED HAZARDOUS SUBSTANCES: In the event that suspected hazardous substances are revealed during construction activities, all such construction activities in the immediate area shall be immediately suspended. Hazardous substances for purposes of this specification only, shall be defined as CERCLA hazardous substances, infectious or radioactive wastes, asbestos or oil. The Contractor shall leave the materials undisturbed and shall immediately report the find to the Contracting Officer's Representative (COR) so that proper authorities can be notified. The Contractor shall not resume construction activities in the vicinity of the suspected hazardous substances until written clearance is received from the COR. Identification and removal of any such materials will be conducted in accordance with all Federal, state and local environmental laws and regulations according to the CONTRACT CLAUSE titled "Differing Site Conditions."

1.43 IONIZING RADIATION (Notification and Authorization):

a. When USACE controlled radioactive material is used or stored on an active Army or Air Force installation, the appropriate Department of the Army (DA) or Department of the Air Force (DAF) radioactive material authorization must be obtained.

b. Application for DA authorization is submitted through USACE channels to DASEN-SOI on DA Form 3337 (Application For Department Of The Army Radiation Authorization or Permit) executed in accordance with AR 385-11.

c. Application for DAF authorization is submitted to the installation Environmental Health Section (in accordance with AFR 161-16) with a copy furnished to DAEN-SOI.

d. Contractors contemplating the use of radioactive materials or radiation producing equipment on an active DA or DAF installation must obtain the appropriate permit or authorization. A 45 day lead time should be allowed for obtaining a permit (see EM 385-1-1, Sec 6).

(1) DA permit requests should be submitted to the installation commander as described in AR 385-11.

(2) DAF authorization requests should be submitted to the installation Environmental Health Section as described in AFR 161-16.

(3) The Department of the Navy does not have a formal permit or authorization requirement;

however, the installation Safety Office should be informed of the intended use.

(Applicable if work is performed in IOWA.)

1.44 IOWA SALES AND USE TAX The Government is entitled to receive refunds from the State of Iowa sales or use tax paid by its construction Contractors with respect to goods, wares, or merchandise which become an integral part of the project. The Contractor is required to furnish to the Contracting Officer, the statement required by section 422.45(7a), Iowa Code Annotated, and to include in subcontracts and purchase orders, a clause ensuring submission of the statement by first-tier subcontractors and suppliers and their subcontractors and suppliers. (KCD APR 84)

(Applicable if work is performed in KANSAS.)

1.45 KANSAS SALES AND USE TAX (Jul 1997).

In accordance with FAR clause 52.229-3, notice is given that the contract price excludes the Kansas sales tax and compensating (use) tax on all sales of tangible personal property and materials purchased by the Contractor or subcontractors for the construction of projects, including repairing or remodeling facilities, for the United States. In accordance with Kan. Stats. Anno., sec. 79-3606(e), the Contracting Officer will obtain from the State and furnish to the Contractor an exemption certificate for this project for use by the Contractor and subcontractors in the purchase of materials for incorporation in the project and of services. The Contractor and the subcontractors shall furnish the number of such certificate to all suppliers from whom such purchases are made, and the suppliers shall execute invoices covering the same bearing the number of such certificate. Pursuant to a 1977 Amendment to K.S.A., 1976 Supp., 79-3606(e), effective 1 July 1977, the Contractor is required to retain all invoices for a period of five (5) years during which time these invoices are subject to audit by the Kansas Director of Taxation. Upon completion of the project, the Contractor shall complete the Project Completion Certification (Form STD 77, Rev. 6/77) in duplicate returning one copy to the Contracting Officer, and forwarding the other to the Kansas Director of Taxation. (KCD)

(Applicable if work is performed in MISSOURI.)

1.46 MISSOURI SALES AND USE TAX (JUL 1997). In accordance with FAR Clause 52.229, notice is given that the contract price excludes the Missouri sales tax and compensating (use) tax on all sales of tangible personal property and materials purchased by the Contractor or subcontractors for the construction of projects, including repairing or remodeling facilities, for the United States. In accordance with Section 144.062, RSMo., the Contracting Officer will issue and furnish to the Contractor an exemption certificate. The Contractor and the subcontractors will use the exemption certificate for this project in the purchase of supplies, materials and furnishings for incorporation in the project. The Contractor and the subcontractors shall furnish a copy of such certificate to all suppliers/materialmen from whom such purchases are made, and the suppliers shall execute invoices covering the same bearing the number of such certificate. (KCD OC)

1.47. ORDERING PROCEDURES. Ordering procedures are detailed in Section 00800. The Contractor shall identify a representative(s) to perform site visits, receive Requests for Proposals, provide Contractor proposals, and receive task orders.

1.48. PLANS AND SPECIFICATIONS. The Contractor shall normally be provided one copy of available construction drawings and Statement of Work (with pertinent supplemental specifications) upon issue of each Task Order. Plans and specifications may also be provided electronically (.PDF and .CAL format). All further reproduction shall be at the Contractor's expense.

1.49. DRAWINGS. Relevant drawings will be issued with each Task Order. Design-build task orders may not have any drawings issued as part of the task order. The contractor will be responsible for researching as-built drawing availability at each installation as required to perform the requirements of each task order.

1.50 Use of local construction means for tasking. The Contractor shall use local construction means for tasking to the greatest extent possible.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

* * * * *

SECTION 01130**ASSESS-DESIGN-BUILD CONTRACT PROCEDURES****WHERE THE FOLLOWING REQUIREMENTS DIFFER FROM REQUIREMENTS ESTABLISHED BY A SPECIFIC TASK ORDER, THE TASK ORDER REQUIREMENTS SHALL GOVERN.**

This contract is for both military and civil works Assess-Design-Build construction tasking. No armed or unarmed security forces will be deployed by the Contractor for this contract to protect an asset.

1. GENERAL CONTRACT PROCEDURES After award, a typical Task Order will be executed in three phases:

Phase 1 is security engineering and vulnerability surveys for interagency domestic antiterrorism, force protection, and homeland defense. Also provide first level passive defense measures. Phase 1 is the rapid response phase. Phase 2 is the preparation and review of project design documents. Phase 3 consists of construction of the facility designed in Phase 2. Construction is not to commence until the Government has reviewed the applicable design documents for the construction. The Government reviews the Contractor's design documents for compliance with the Contract. The Contractor is totally and solely responsible for the design, coordination, compatibility, and completeness of each and every phase and compliance with contract requirements. Prior to start of each phase there will be a meeting to discuss Contractor's Quality Control Plan. See the Technical Specifications, Division 1, Section 01451 Contractor Quality Control, for details.

The Contractor shall be on 24 hour call for the duration of this contract. The Contractor on call shall be prepared to deploy within six (6) hours after notification. Generate a design and place expedite of approved first level passive defense measures within 48 hours or per task order time. Develop a design and expedite placement after approval of the second level protective measures within 21 (twenty-one) days or per task order time requirements.

Phase 2 and 3 shall be Design Build requirements issued with one task order unless otherwise noted on the task order issued.

Task orders under this contract may include work which involves the application of engineering principles, including security engineering and vulnerability surveys for antiterrorism/force protection. The services provided in these technical areas shall include studies, investigations, reports, evaluation/modification of existing facilities, analysis of structural and mechanical systems using computer methodologies. Some of the work to be completed under this contract will support construction projects. Security clearances may be required on some delivery orders.

1.1 PREDESIGN CONFERENCE. If time permits as stated in the Task Order, but usually within one to five working days after notice to proceed with the Task Order, a predesign conference will be held to acquaint the Contractor with the general plan of contract administration and requirements under which the design is to proceed. Otherwise Phase 1 tasking shall be expedited first.

1.2 PHASE 1 - TASKING

The Contractor on call shall be prepared to deploy within six (6) hours after notification with a minimum working force to complete the required task order. During phase 1 the mission, threat, assessment and first level passive defense measures must be fully operational within 48 hours or per task order time or requirement. Passive defense measures can be physical barriers or changes in procedures. The Contractor shall be prepared and have necessary equipment to perform work day or night and in any weather condition.

1.2.1 Guidelines.

First level passive defense measures must be fully operational within 48 hours or per task order time or requirement. These passive defense measures are construction, equipment, procedures and manpower. Combining these four results in a coordinated engineered security plan, which shall be cost effective and reliable to protect an asset.

1.3 PHASE 2 – DESIGN REQUIREMENTS

1.3.1 Design Submittals. The Contractor shall prepare and distribute project design documents in accordance with the schedules provided herein. Each submittal shall be in accordance with the requirements of the contract documents and all other terms and conditions of the contract.

1.3.2 Design Reviews.

(1) The task order will specify the time frames for Government review. Design submissions found to be incomplete or not in compliance with the contract will be returned to the Contractor for correction and resubmission. Under such circumstances the Government will have an additional review period, to commence upon receipt of the revised submittals, and there will be no increase in the task order completion date provided. Task order completion time (see contract clause entitled "Commencement, Prosecution, and Completion of Work") includes time for Government review of Contractor prepared project design documents.

(2) Government review does not constitute approval or acceptance of any variations from the RFP or from the Contractor's proposal unless such variations have been specifically pointed out by the Contractor in writing and authorized in writing by the Government. The responsibility for a total design in accordance with the task order will remain with the Contractor and any interim notice to proceed with construction will in no way mitigate against that responsibility.

(3) The Contractor is required to respond to all review comments and submit the annotated comments in the subsequent revised design submittal. Comments must either be accepted and incorporated into the design or rebutted to the Government's written satisfaction.

1.3.3 Design Review Conferences. Approximately 2 weeks after submission of design material for Government review (unless otherwise specified in the task order) a design review conference may be convened by the Government and held between the Government and the Contractor to discuss the submission and the Government's review comments.

1.3.4 Project Design Documents. After the Contractor's final back check of the design documents, unless otherwise specified in the task order, 4 sets of corrected contract drawings in electronic file format (on CD ROM), along with one complete set of full-size prints printed from the disk, shall be submitted to the address specified by the Task Order. The Contractor shall also provide the following to the Government:

- (a) Eight (8) sets half-size drawings
- (b) Eight (8) sets specifications.

Distribution of these design documents shall be as directed by the Government at the design review conference.

1.3.5 A design charette may be used to fast track the design effort to aid in achieving quality.

1.4 PHASE 3 - CONSTRUCTION REQUIREMENTS. After the Contractor has completed the applicable project design documents (see Phase 2 - Design Requirements above) the Government will issue to the Contractor a notice to proceed with construction.

1.4.1 Preconstruction Conference. Prior to commencement of construction a Preconstruction Conference will be held to acquaint the Contractor with the general plan of contract administration and requirements under which the construction operation is to proceed. This conference will also inform the Contractor of the obligations concerning equal opportunity and Federal wage rates reporting system.

1.4.2 Contract Closeout. Completion, acceptance, and contract settlement are accomplished when final punch list items (see Contract Clause Inspection of Construction) have been completed and approved, as-built drawings are complete, and warranty provisions and dates are established.

1.2.1 Guidelines.

Second level passive defense measures must be fully operational within 21 days or per task order time or requirement. These passive defense measures are construction, equipment, procedures and manpower. Combining these four results in a coordinated engineered security plan, which shall be cost effective and reliable to protect an asset.

2. PREPARATION OF PHASE 2 PROJECT DESIGN DOCUMENTS

2.1 GENERAL The Phase 2 project design documents shall include construction drawings, specifications, and design analysis for categories such as, but not limited to, demolition, architectural, fire protection/life safety, civil, structural, mechanical, electrical, grading, drainage, paving, telecommunications, and utility service. Provide specifications in sufficient detail to fully describe and demonstrate the quality of materials, the installation, and performance of equipment, and the quality of workmanship. Detailing and installation of all equipment and materials shall comply with the manufacturer's recommendations. Provide a design analysis for each discipline of work with sufficient backup data including the necessary calculations, tables, methods, and sources used in determining equipment and material sizes and capacities. Design development for a Task Order shall conform to the criteria and requirements of the Task Order scope.

2.2 ARCHITECT OF RECORD. All construction drawings and design calculations of the Contractor and any changes to these documents shall be affixed with the registration stamp (seal) of the Architect of Record and that of all consultants, as appropriate, (i.e. structural, civil, mechanical, electrical, and fire protection engineers) before submittal for review if required by the task order scope or by the state regulations. All design professionals shall have current registration to practice in the State in which the construction is to occur. Approval shall be indicated on all documents by having the professional stamp/seal of architect or engineer with personal signature over same appearing on all sheets as applicable to their specialties.

2.3 CONSTRUCTION DRAWINGS. The task order scope will require the contractor to use the latest versions of AutoCAD or MicroStation in preparing construction drawings. Each task order will specify the acceptable system. The electronic file format and layering shall follow the Tri-Service CADD Standards if not specified in the individual Task Order scope. Design using metric units of measure may also be required but will be specified in the task order scope if needed.

Construction drawings shall include all details necessary to portray the design requirements. All construction drawings shall be signed by the responsible registered professional engineer or architect. The following minimum Drawings shall be submitted:

- a. Site plan(s) which accurately show existing and finish grade contours and drainage, location of pavements, layout of major utility lines, features to be retained or removed, location of all buildings, and project boundaries.
- b. Typical site paving including pavement cross sections and site utilities including locations of valves, hydrants, etc.
- c. Architectural floor plans which show overall dimensions, room dimensions and areas, equipment and fixtures and door swings. (1:50 scale shall be used for plans of toilets and elevations and sections as necessary for clarity).
- d. Foundation plans showing sections and details.
- e. Structural plans including framing plans, sections and details.

- f. Exterior elevations which show all elevations and identify exterior materials.
- g. Typical sections (1:50 scale or larger) for each type of foundation, floor, wall, and roof construction. Include exterior walls, interior bearing walls/floors, partitions, and all other typical conditions.
- h. Interior elevations which show floor, ceiling, wall materials and type of fixtures for rest rooms.
- i. Interior finish schedule which shows materials and colors for wall, ceiling, and floor finishes for each room. Indicate ceiling heights.
- j. Door schedule which shows type, size, material, fire rating, hardware group, and frame information.
- k. Fixture and Equipment Plans (1:50 scale) showing compatibility of equipment and fixture placement.
- l. Mechanical drawings shall include, in addition to layout drawings for all systems, single line diagrams of each type of piping system. Type and capacity of all mechanical equipment shall be clearly indicated including necessary schedules listing operating data.
- m. Electrical, Interior: The drawings shall include all power and lighting circuits. Panels and circuits for the various pieces of equipment and lighting systems shall be properly identified and separate plans provided for power, lighting and auxiliaries. Include riser (one line) diagrams for power for auxiliaries and schedules for panels, lighting, etc. Auxiliaries to include telephone, fire alarm, public address system etc.
- n. Electrical, Exterior: The drawings shall include all exterior distribution transformers, primary electrical service, underground electrical ducts, manholes and details of all new construction.
- o. Equipment schedules and installation details (1:20 scale or larger) for each special detail.
- p. All drawings shall be prepared in accordance with the Kansas City District A-E Manual or as directed in the task order scope of work. Design criteria and referenced drawings and maps furnished by the Government are intended to serve as a minimum standard for the A-E in the preparation of acceptable drawings. The drawings shall be prepared in accordance with the Tri-Services A/E/C CADD Standards. This Manual is Available at <http://tsc.wes.army.mil> .
- q. CADD is required for all drawings prepared in support of the final report of this project. The A-E shall prepare drawings with database attachments compatible using both Microstation/J and AutoCAD 2000 systems and higher. All GIS data shall use ArcView 3.2a and 8.1 software, Arc Info 8.1, Arc Editor 8.1 unless otherwise noted. All GIS data must have metadata that conforms to FGDC standards. The FGDC standards may be found on website: (www.fgdc.gov). Final product shall be include CD and CADD drawings compatible with above mention versions of Bentley Systems, Inc. Microstation software. Other software may be used, but will require 100% compatible translation to the stated software. This includes, but is not limited to placement of graphic elements on specified levels producing lines with specified weights, colors, and styles. Additionally the system shall be capable of using multiple reference files as overlays to the active file. Full-size drawings shall be on 24" by 36" sheets. The A-E shall provide a table of drawing sheets, file names, layer views listing of all attached reference files and their hierarchy needed to reproduce each sheet of the drawings for future retrieval and reference. All drawings shall be legible and easily readable when reproduced as half-size.

2.4 SPECIFICATIONS. For the preparation of construction specifications for the Task Orders the Contractor shall utilize the guidance provided in each task order scope, and the following: Contractor is to provide specifications covering all work for Divisions 2 through 16. All specifications shall be prepared and submitted in CSI three-part format. The specifications shall require furnishing additional information such as shop or working drawings, manufacturers literature, certificates of compliance, material samples, and guarantees

necessary to assure that the work can be completed and conforms with the criteria contained in the contract and that supervision and inspection of the project can be maintained. The Division 1 Specifications are contained in the umbrella contract or task order, but require the following input from the contractor:

- a) Section 01330 Submittal Procedures. Complete the submittal register ENG Form 4288.
- b) Section 01400 Contractor Quality Control. Review Table I - Minimum Sampling and Testing Frequency to assure that the materials and minimum sampling and testing frequency shown are applicable for the work being done.

2.4.1 Specsintact specifications and software shall be used and is located on the internet at <http://www.hnd.usace.army.mil/techinfo/index.asp>.

2.5 DESIGN ANALYSIS. Design analysis includes complete design narrative and backup calculations to support each discipline of work. The Contractor shall utilize the guidance provided in the scope for each Task Order, and the following. These analyses should include, but not be limited to, civil, structural, electrical and mechanical systems. Include computations for sizing equipment, air duct design, ventilation design, and U-factors for ceilings, roofs, and exterior walls and floors. Provide zonal cavity lighting calculations for all interior lighting and point lighting calculations for all exterior lightning. Provide short circuit, load flow, and any necessary coordination studies. Provide vendor cut sheets of major items, or items which are not commonly available. Design analyses shall be presented in a clear and legible form incorporating a title page, and a table of contents. Sources of information, formula, and references shall be explained. Assumptions and conclusions shall be explained and cross-referencing is to be clear. Design analyses shall be accomplished by Registered Professional Engineers or Architects qualified in the respective design field (see paragraph 2.2 Architect of Record).

- a) When a computer program is used, the program shall be named and described. This description must be sufficient to verify the validity of methods, assumptions, theories, and formulas.
- b) Spreadsheet style programs are acceptable for structural analysis and design. Under a repetitive condition, at least one manual computation must be performed for each unique condition. All data, formulas and any referenced items should be clearly shown before initiation of the program. Any computer models generated for use with modeling programs should be accompanied by drawings indicating coordinate system, joint numbering and element/member numbering scheme.

2.6 ADDITIONAL REQUIREMENTS

a. Equipment and Fixtures. The Contractor shall furnish equipment and fixture schedules, catalog data, applicable Government or Commercial Specification numbers, and indicate sizes, capacities, manufacturer, model numbers, and manufacturer's warranties for all equipment and fixtures. Originals of catalog data (six copies only, unless otherwise specified in the task order) shall be submitted in lieu of reproducibles or copies to ensure legible data.

b. Additional topographic surveys and soils information obtained by the Contractor shall be submitted for review with the other design data. Topographic survey shall include contour lines of sufficient frequency for development of construction plans. Horizontal and vertical control shall be shown. Soil investigations shall include any boring logs, testing results, or design analysis performed.

c. Color Board: A color board shall be submitted as part of the 95% Building Design submittal (see paragraph Design Submittals). Heavy or bulky samples and materials may be presented by clear color photographs, which indicate actual colors and textures. Where special finishes such as metal roof panels are required, samples not less than 12 inches square shall be submitted with the board.

3. PHASE 2 DESIGN SUBMITTAL MATERIAL REQUIREMENTS.

3.1 GENERAL. Design reviews will be conducted by the Government for 65% Site, Foundation and Utilities Design and 65% All Other Work Including Building Design; 100% All Other Work Including Building Design; and Demolition. Design submittal schedule and distribution requirements are given in PHASE 2 - DESIGN REQUIREMENTS. Requirements for preparation of submittal materials are found in PREPARATION OF PHASE 2 PROJECT DESIGN DOCUMENTS. Submittal materials required for these design reviews are as follows.

3.2 SITE, FOUNDATION AND UTILITIES DESIGN (65%) and ALL OTHER WORK INCLUDING BUILDING DESIGN (65%) SUBMITTALS

a. Construction Drawings:

1. Submittal shall include all drawings necessary to fully depict Site, Foundation and Utilities Design construction requirements developed to 65%.
2. Submittal shall include all drawings necessary to fully depict All Other Work Including Building Design developed to 65% completion.

b. Specifications:

1. Submittal shall include completed specifications for site foundation and utilities design developed to 65%.
2. Outline specifications for all other work, including an index, general conditions and all technical sections.

c. Design Analysis and Supporting Data:

1. Design analysis with supporting calculation and other data as appropriate to support the 65% site foundation and utilities design.
2. Design analysis developed to the extent required to support the other design work included in this submittal.
3. Equipment and Fixture Schedules to support the design work included in this submittal.

3.3 (100%) ALL OTHER WORK INCLUDING BUILDING DESIGN SUBMITTALS

a. Construction Drawings: All drawings upgraded to 100% completion. Incorporate site foundation and utilities drawings into drawing package for this submittal.

b. Specifications: All specifications upgraded to 100% to support the completed work.

c. Design Analysis and Supporting Data:

1. Design analysis with supporting calculations and other data as appropriate to support the completed work.
2. Equipment and Fixture Schedules, catalog data and manufacturers warranties for all equipment and fixtures.

d. Color Board showing colors, materials, textures, finishes, etc. (in accordance with paragraph 2.6 ADDITIONAL REQUIREMENTS).

3.4 DEMOLITION SUBMITTAL. Demolition plans and specifications, including plans for compliance with Federal, State and installation regulations for demolition material handling, hauling and disposal, developed to 100% completion. The need for the Contractor to submit a revised Demolition Submittal will be addressed by the Government at the completion of the review.

3.5 REVISED SUBMITTALS Submit annotated Government review comments from previous submittal. Comments shall be incorporated into the design or rebutted to the satisfaction of the CO.

4. SECURITY REQUIREMENT. Security clearances may be required on some task orders. No person shall be deemed to be eligible for access to classified information unless such access is clearly consistent with the interests of national security as provided for in reference. Eligibility for access shall not be granted merely by reason of Federal service or contracting, licensee, certificate holder, or grantee status, or as a matter of right or privilege, or as a result of any particular title, rank, position, or affiliation. The Contractor shall have on staff two security engineers with proper clearances in accordance with Department of Defense DIRECTIVE NUMBER 5200.2, April 9, 1999 DoD Personnel Security Program or the latest version. <http://www.dtic.mil/whs/directives/corres/html/52002.htm> Additional staff must be eligible to meet DoD 5200.2 requirements. The Contractor must have design facilities to meet the Security and Law Enforcement Army Regulation AR 380-5 Department of the Army Information Security Program Regulation or approved certification for procedures and facilities.

5.MISSION.

The overall mission is to support the United States Government Interagency Domestic Terrorism Concept of Operations Plan (CONPLAN) which represents a concerted effort by a number of Federal departments and agencies to work together to achieve a common goal. <http://www.fema.gov/r-n-r/conplan/>. The some of the tasking will require working with the US **Office of Homeland Security** <http://www.whitehouse.gov/homeland/>, The Protective Design Center (PDC) USACOE <http://pdcsec.nwo.usace.army.mil/PDC/index.html> and other Corps-wide Centers of Expertise Program.

6. DESIGN GUIDENCE AND REQUIREMENTS

The engineering and design publications are provided at <http://www.hnd.usace.army.mil/techinfo/index.asp>. These pages are the current and official documents of the Headquarters, U.S. Army Corps of Engineers. These documents are part of a larger Corps of Engineers document system maintained by HQUSACE.

Section 01140

CONTRACT SCHEDULE

SCHEDULE 1

(APPLICABLE TO ALL TASK ORDERS ISSUED IN THE BASE PERIOD.)

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE
GENERAL CONTRACTOR'S FIELD SUPERVISORY AND MANAGEMENT DIRECT LABOR COST (Include all fringe benefits, insurance and taxes)			
0001	G.C. Site Supervisor	HRS	\$ _____
0002	G.C. Field Superintendent	HRS	\$ _____
0003	G.C. Quality Control Manager (When separate person to be furnished)	HRS	\$ _____
0004	G.C. Field Office Engineer	HRS	\$ _____
0005	G.C. Field Office Clerk	HRS	\$ _____
0006	Security Engineer	HRS	\$ _____
0007	General Contractor Principal	HRS	\$ _____
0008	Project Manager Engineer	HRS	\$ _____
0009	Architect	HRS	\$ _____
0010	Civil Engineer	HRS	\$ _____
0011	Structural Engineer	HRS	\$ _____
0012	Interior Designer	HRS	\$ _____
0013	Cost Engineer	HRS	\$ _____
0014	Mechanical Engineer	HRS	\$ _____
0015	Electrical Engineer	HRS	\$ _____
0016	CADD Technican	HRS	\$ _____
0017	Editor/Writer	HRS	\$ _____
0018	Clerical	HRS	\$ _____

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE
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DACA41-02-R-0004-0002

0019	Project Scheduler	HRS	\$ _____
0020	Certified Industrial Hygienist	HRS	\$ _____
0021	Environmental Engineer	HRS	\$ _____
0022	Environmental Bio-Engineer	HRS	\$ _____
0023	Traffic Engineer	HRS	\$ _____
0024	Procurement Specialist	HRS	\$ _____
0025	Chemist	HRS	\$ _____
0026	Geologist	HRS	\$ _____
0027	Toxicologist	HRS	\$ _____
0028	Microbiologist	HRS	\$ _____
0029	Chemical Engineer	HRS	\$ _____

PRIME CONTRACTOR COEFFICIENT TO LABOR, EQUIPMENT, MATERIALS, FIELD OVERHEAD, SUBCONTRACTS, PROFESSIONAL DESIGN SERVICES (Contract cost less profit)

- 0030 Coefficient to be applied to R.S. Means "2002 Building Construction Cost Data" bare cost data for field and home office overhead on materials, labor and equipment cost.
For construction tasking only. _____ coefficient
- 0031 For work items not covered by R.S. Means,
Coefficient to be applied to labor, equipment, materials and subcontract for field and home office overhead.
For construction tasking only. _____ coefficient
- 0032 Coefficient to be applied to Professional Design and Assessment
In House Service for home office overhead. _____ coefficient
- 0033 Coefficient to be applied to Professional Design and Assessment
Subcontracted Service for home office overhead. _____ coefficient

CONTRACT SCHEDULE 2

(APPLICABLE TO ALL TASK ORDERS ISSUED IN THE FIRST OPTION PERIOD.)

GENERAL CONTRACTOR'S FIELD SUPERVISORY AND MANAGEMENT DIRECT LABOR COST
 (Include all fringe benefits, insurance and taxes)

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE
0034	G.C. Site Supervisor	HRS	\$ _____
0035	G.C. Field Superintendent	HRS	\$ _____
0036	G.C. Quality Control Manager	HRS	\$ _____
0037	G.C. Field Office Engineer	HRS	\$ _____
0038	G.C. Field Office Clerk	HRS	\$ _____
0039	Security Engineer	HRS	\$ _____
0040	General Contractor Principal	HRS	\$ _____
0041	Project Manager Engineer	HRS	\$ _____
0042	Architect	HRS	\$ _____
0043	Civil Engineer	HRS	\$ _____
0044	Structural Engineer	HRS	\$ _____
0045	Interior Designer	HRS	\$ _____
0046	Cost Engineer	HRS	\$ _____
0047	Mechanical Engineer	HRS	\$ _____
0048	Electrical Engineer	HRS	\$ _____
0049	CADD Technican	HRS	\$ _____
0050	Editor/Writer	HRS	\$ _____
0051	Clerical	HRS	\$ _____
0052	Project Scheduler	HRS	\$ _____
0053	Certified Industrial Hygienist	HRS	\$ _____
ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE

DACA41-02-R-0004-0002

0054	Environmental Engineer	HRS	\$ _____
0055	Environmental Bio-Engineer	HRS	\$ _____
0056	Traffic Engineer	HRS	\$ _____
0057	Procurement Specialist	HRS	\$ _____
0058	Chemist	HRS	\$ _____
0059	Geologist	HRS	\$ _____
0060	Toxicologist	HRS	\$ _____
0061	Microbiologist	HRS	\$ _____
0062	Chemical Engineer	HRS	\$ _____

PRIME CONTRACTOR COEFFICIENT TO LABOR, EQUIPMENT, MATERIALS, FIELD OVERHEAD, SUBCONTRACTS, PROFESSIONAL DESIGN SERVICES (Contract cost less profit)

- 0063 Coefficient to be applied to R.S. Means "2002 Building Construction Cost Data" bare cost data for field and home office overhead on materials, labor and equipment cost.
For construction tasking only. _____ coefficient
- 0064 For work items not covered by R.S. Means,
Coefficient to be applied to labor, equipment, materials and subcontract for field and home office overhead.
For construction tasking only. _____ coefficient
- 0065 Coefficient to be applied to Professional Design and Assessment In House Service for home office overhead. _____ coefficient
- 0066 Coefficient to be applied to Professional Design and Assessment Subcontracted Service for home office overhead. _____ coefficient

CONTRACT SCHEDULE 3

(APPLICABLE TO ALL TASK ORDERS ISSUED IN THE SECOND OPTION PERIOD.)

GENERAL CONTRACTOR'S FIELD SUPERVISORY AND MANAGEMENT DIRECT LABOR COST

(Include all fringe benefits, insurance and taxes)

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE
0067	G.C. Site Supervisor	HRS	\$_____
0068	G.C. Field Superintendent	HRS	\$_____
0069	G.C. Quality Control Manager (When separate person to be furnished)	HRS	\$_____
0070	G.C. Field Office Engineer	HRS	\$_____
0071	G.C. Field Office Clerk	HRS	\$_____
0072	Security Engineer	HRS	\$_____
0073	Principal General Contractor	HRS	\$_____
0074	Project Manager Engineer	HRS	\$_____
0075	Architect	HRS	\$_____
0076	Civil Engineer	HRS	\$_____
0077	Structural Engineer	HRS	\$_____
0078	Interior Designer	HRS	\$_____
0079	Cost Engineer	HRS	\$_____
0080	Mechanical Engineer	HRS	\$_____
0081	Electrical Engineer	HRS	\$_____
0082	CADD Technican	HRS	\$_____
0083	Editor/Writer	HRS	\$_____
0084	Clerical	HRS	\$_____
0085	Project Scheduler	HRS	\$_____
0086	Certified Industrial Hygienist	HRS	\$_____
ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE

DACA41-02-R-0004-0002

0087	Environmental Engineer	HRS	\$ _____
0088	Environmental Bio-Engineer	HRS	\$ _____
0089	Traffic Engineer	HRS	\$ _____
0090	Procurement Specialist	HRS	\$ _____
0091	Chemist	HRS	\$ _____
0092	Geologist	HRS	\$ _____
0093	Toxicologist	HRS	\$ _____
0094	Microbiologist	HRS	\$ _____
0095	Chemical Engineer	HRS	\$ _____

PRIME CONTRACTOR COEFFICIENT TO LABOR, EQUIPMENT, MATERIALS, FIELD OVERHEAD, SUBCONTRACTS, PROFESSIONAL DESIGN SERVICES (Contract cost less profit)

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE
0096	Coefficient to be applied to R.S. Means "2002 Building Construction Cost Data" bare cost data for field and home office overhead on materials, labor and equipment cost. For construction tasking only.		_____ coefficient
0097	For work items not covered by R.S. Means, Coefficient to be applied to labor, equipment, materials and subcontract for field and home office overhead. For construction tasking only.		_____ coefficient
0098	Coefficient to be applied to Professional Design and Assessment In House Service for home office overhead.		_____ coefficient
0099	Coefficient to be applied to Professional Design and Assessment Subcontracted Service for home office overhead.		_____ coefficient

NOTES:

1. Up to Two (2) Indefinite Delivery/Indefinite Quantity Contracts may be awarded as a result of this solicitation. Scopes of work will be as prescribed/described in individual Task Orders. Cost of all work shall be as established in each individual Task Order.

2. The contracts will be awarded under the multiple award concept, as follows:

The Government intends to award Two (2) contracts under this Solicitation, but reserves the right to award fewer. Up to two (2) contracts will be acquired as full and open competition.

3. Any awards as a result of this solicitation will be made to different offerors. These contracts shall support the estimated future work requirements for work assigned to the US Army Corps of Engineers

Northwestern Division. Offerors may only receive one contract under this solicitation.

4. Source Selection procedures for this acquisition will be in accordance Section 00120.
5. Specific tasks and pricing information for work to be performed under this contract will be included in each Task Order. Certain cost data and information will be required to be provided with your proposal.
6. Contracts will be issued for a base period of up to one year with two optional up to 1-year periods for a total duration of up to three years. The contracts will remain active until contract expiration, Task Order completion, or until the combined contractual limit is reached.
8. There are included in this solicitation, clauses that pertain to sealed bids. The application of these clauses will be to the award of subsequent Task Orders, as required, and not to submissions under this Request for Proposal for the base contract.
9. Proposal prices or coefficients must be entered for all items of Section 01140. **Section 01140 shall be submitted in volume 3. This cost data will be used for all future task orders.**
10. The proposed hourly rates for line items 0001 to 0029, 0034 to 0062, and 0067 to 0095 shall not include overhead or profit.
11. Only one overhead rate shall be provided per line item on line items 0030 to 0033, 0062 to 0066 and 0096 to 0099. Profit shall not be included in this rate. This percentage will be applied to labor, equipment, materials, field overhead, all non-design subcontracts, etc.
12. Profit will be negotiated with each task order and shall not be included in any line item. Profit related to design subcontracts will also be negotiated with each task order and shall not be included in any line item.

SECTION 01200

PUBLIC AND COMMUNITY RELATIONS

PART 1 – GENERAL

1.1 GENERAL: This section covers the public and community relation's requirements applicable to the task order work. The Contractor's proposed submittals and items required for the public and Community Relations Plan includes, but is not limited to, the items in this section.

1.2 The Contractor shall provide and maintain a schedule and monitor all data (local and national media; local, county, state and federal governments), and paperwork associated with public and community relations. The Contractor shall provide the Government all data required to help monitor the Government information required.

1.3 The Contractor shall create a Public-Improvement Program to identify all probable negative and positive public issues.

1.4 The following is a general list of the various types of public and community relation's issues:

- 1.4.1 Test reports.
- 1.4.2 Data.
- 1.4.3 Contract drawings and specifications.
- 1.4.4 Photos.
- 1.4.5 Site visitation.
- 1.4.6 Onlookers.
- 1.4.7 Signs and protest.
- 1.4.8 Public safety.
- 1.4.9 Bring the public into the process.
- 1.4.10 Create or establish the project's credibility.
- 1.4.11 Inform the public on issues and concerns.
- 1.4.12 Collecting data.
- 1.4.13 Public meetings and hearings
- 1.4.14 Seeking out special interest groups.
- 1.4.15 Identify the projects interested public and key individuals.
- 1.4.16 Two way listening and input.
- 1.4.17 Public-involvement program.
- 1.4.18 Written comments with responses reports published.
- 1.4.19 Creating public support.
- 1.4.20 Public technical presentation.

1.5 Verification of all public and community relations arising from the contract documents shall be made by the Contractor. Additions or deletions by the Contractor are subject to the approval of the Contracting Officer Representative. The Contractor shall maintain a current status of public and community relations' material information throughout the remainder of the contract.

1.6 The Contractor shall obtain all the acts that mandated public involvement as part of the decision making process for local, state, federally and non-federally funded projects.

1.7 Release of Information. The Contractor shall not publicize nor release in any manner information or data in regards to task order projects on which they may be working or negotiating with this office, nor discuss prior to public release by this office, a project, any future program, or any planning with anyone not directly concerned with the task order of the project. Any inquiries in regard to these matters shall be referred to the Contracting Officer or District Project Manager. Classified information obtained from this office shall be treated in accordance with instructions in regard to such matters.

PART 2 – PRODUCTS

(Not Applicable)

PART 3 – EXECUTION

3.1 The Contractor shall review the contract documents and prepare a generic plan for public and community relations no later than thirty days after award of the solicitation for the approval by the Contracting Officer Representative. The Contractor shall prepare a summary of the public and community relations plan required for each of the Task orders.

3.2 Organization and planning of public and community information and issues shall be completed no later than 48 hours before releasing unless directed by the Contracting Officers Representative or task order.

SECTION 01310

CONTRACTOR PREPARED NETWORK ANALYSIS SYSTEM (NAS)

PART 1 GENERAL

1.1 SCOPE

This section covers requirements for Contractor Prepared Network Analysis System, complete.

1.2 GENERAL

The progress chart to be prepared by the Contractor pursuant to the CONTRACT CLAUSE titled "Schedule For Construction Contracts" shall consist of a network analysis system (NAS) as described below. The scheduling of construction is the responsibility of the Contractor and contractor management personnel shall actively participate in development of the network logic diagram so that intended sequences and procedures are clearly understood. The Contractor shall provide the NAS in either Arrow Diagram Method (ADM) or Precedence (PDM) format. The network diagram required for each submission of the NAS shall depict the order and interdependence of activities and the method by which the work is to be accomplished.

1.3 SUBMITTALS

SD-01 Data

1.3.1 Network Diagram; GA-RE

The diagram shall show a continuous activity flow from left to right. The diagrams shall be 36x48, minimum size unless explicitly modified by the Contracting Officer. The diagrams shall be legible, shall have activities 'grouped' or 'banded' by Project area, building or feature, and shall contain the following information:

- a. Activity number
- b. Activity description
- c. Duration in workdays
- e. Total float in workdays
- f. Logic ties
- h. Clearly marked critical path (s)
- i. 'Banded' or 'grouping' identification on each sheet
- j. Composed and/or milestone dates
- k. Scale of sufficiently large scale to render a legible diagram

Dates shall be shown on the diagram for start of the project, any milestones required by the contract, and contract completion. The critical path shall be clearly identified. Submittal, review, procurement, fabrication, delivery, installation, start-up, and testing of special or long lead-time materials and equipment shall be included in the NAS diagram. Government and other agency activities shall be shown. These include but are not limited to: notice to proceed, approvals, inspections, and utility tie in for phasing requirements.

1.3.2 Reports: GA-RE

PART 2 PRODUCTS

2.1 NETWORK ANALYSIS SYSTEM

2.1.1 Preliminary Network Diagram

The Contractor shall submit within 10 calendar days of the NOTICE-TO-PROCEED a preliminary NAS schedule covering the first 90 days of operation. The preliminary schedule shall be used for payment not to exceed 60 days after notice to proceed.

2.1.2 Initial Detailed NAS

The initial NAS shall be submitted within 40 calendar days after notice to proceed. It shall provide (1) a reasonable sequence of activities which represent work through the entire project and (2) a reasonable level of activity detail. Duration ranges for work activities shall generally be between three and twenty-two workdays. The schedule interval shall extend from notice to proceed through the contract duration specified in SPECIAL CLAUSE titled "Commencement, Prosecution, and Completion of Work" to contract completion date. Completion of the last activity in the schedule shall be constrained by the contract completion date such that if the projected finish of the last activity falls after the contract completion, then the float calculation shall reflect negative float. Interim milestone dates specified shall be so constrained also. Progress payments will be withheld until the Contractor submits an approvable schedule. Since it is understood that the contractor's logic and duration may change between the issuance of the Preliminary NAS and the Initial Detailed NAS, the Contracting Officer shall require a complete and comprehensive accounting of all modifications made to the Preliminary NAS to produce the Initial, Detailed NAS.

2.1.2.1 Format of the Initial Detailed NAS

2.1.2.1.1 Activity Identifier

The field known as the activity number or activity ID shall consist of numeric or alpha/numeric entries. Each major building, area or feature of the work shall have blocks of numbers set aside to identify each such feature. These numbers shall generally be ascending with procurement having the lower number sets, with ascending sets of numeric identifiers being applied to activities in the schedule by area, feature or building. Skip numbering shall be used in minimum increments of tens. The smallest set of numeric activity identifiers shall be used, with no spaces, left zero fills or other symbols to be used. The purpose of this requirement is to provide for simple, ascending activity numbers which will facilitate the computerized review and on-going use of the NAS database. The use of CSI codes, special account codes, identifiers or other matrices which the contractor may wish to use, or which are otherwise required herein, shall be input using data code fields other than the activity number/activity ID field.

2.1.2.1.2 Building, Area or Feature Codes

At least one alpha/numeric field in the scheduling software shall be used to provide a simple and clear identification of the building, area or feature which is represented by the activity.

2.1.2.1.3 Artificial Schedule Constraints

The NAS shall contain no set dates other than those shown in the Contract. The contractor shall review with the Contracting Officer's Representative each proposed set date which the contractor proposes to include in the NAS and shall receive explicit approval for each closed date used in the NAS. The use of artificial float constraints such as 'Zero Free Float' or 'Zero Total Float' options are generally prohibited. The use of such features may be considered if fully justified by the contractor and explicitly approved by the Contracting Officer's Representative prior to its use in the NAS.

2.1.2.1.4 Other Software Options

If the contractor utilizes a scheduling software system which provides updating options such as 'Retained Logic' and 'Progress Override' the contractor shall use the 'Retained Logic' option for all updates to the NAS.

If the contractor desires to modify the approved NAS logic to correct out of-sequence work, the contractor shall

make a request in writing to the Contracting Officer defining the desired modification(s). No unilateral modifications shall be made by the contractor to the approved NAS.

2.1.2.1.5 Resources

The contractor shall include in the NAS all major trades and equipment items required to construct the Project. The trades and major equipment items shall be identified by a unique code and the quantity of the resources shall be input into the scheduling software's 'resource' fields. Each Work activity shall have the planned resources identified as described above by specific trade type and/or equipment type. The resource file library and code listing shall be submitted by the contractor with the Initial, Detailed NAS, along with resource usage curves for each, individual resource code, shown by early and late usage as produced by the scheduling software database.

2.1.2.1.6 Negative Lags

Negative lags shall not be used in the contractor's NAS. If the contractor using PDM scheduling chooses to show-overlapping duration between related activities, start-to-start and finish-to-finish relationships shall be used, with appropriate and justifiable lags. If ADM is used by the contractor, dummies shall have duration of zero.

2.1.2.1.7 Dangles

The only 'dangling' activities in the network shall be the beginning activity such as 'notice of award' or 'notice to proceed' and the ending activity such as 'contract complete'. A start and/or end 'dangle' is defined as an activity whose start is restrained only by the start date of the project or subproject, and/or whose finish is restrained only by the end date of the overall project or subproject.

2.1.2.1.8 Anticipated Weather

The contractor's 'holiday' or 'non-work day' file in the scheduling database shall have the anticipated lost weather days as listed herein input as non work days for each month of the calendar. This anticipated weather impact calendar should only be applied to activities which are subject to weather related delays.

2.1.3 Report Formats

The Contractor shall submit a reproducible and two copies of the network diagram at the initial and quarterly updates and three copies of the specified reports at the initial and every monthly update throughout the life of the project. The format of the reports shall contain: Activity Number(s), Activity description, Original Duration, Remaining Duration, Early Start date, Late Start date, Early Finish date, Late Finish date, and Total Float. The three report formats are listed below.

2.1.3.1 Logic Report

This report shall list all activities sorted according to activity number. Activities shall be printed in ascending order of activity number. Any standard report which lists all activities including restraints in this manner is acceptable. This report shall include the detail information related stated above and shall include and display the preceding and succeeding activities.

2.1.3.2 Criticality Report

This report shall list all activities sorted in ascending order of total float. Activities which have equal values of total float shall be listed in ascending order of Early Starts.

2.1.3.3 Cost of Earned Value Report

Cost and/or Earned Value reports shall contain Estimated Earned Value, Percent Complete (based on cost), and Earnings to Date. This report shall compile Contractor's total earned value on the project from the Notice to Proceed until the most recent monthly progress meeting based on agreed progress between the Contractor and the

Contracting Officer. Provided that the Contractor has submitted a complete schedule update, this report shall serve as the basis for determining Contractor payment. When the Bidding Schedule includes bid item(s), activities shall be grouped by bid item and then sorted by activity number(s). This report shall subtotal all activities in a bid item and provide a bid item percent complete and then total all bid items to provide a total project percent complete.

2.1.3.4 Summary Network Diagram

A summary Bar Chart Network shall be submitted monthly. The summary bar chart shall be limited to 150 activities.

2.2 MONTHLY MEETINGS

A monthly meeting shall be conducted on site attended by the Contractor's project manager and appropriate Contracting Officer's representatives. During this meeting the Contractor shall describe, on an activity by activity basis, all proposed revisions and adjustments to the NAS required to reflect the current status of the project. The Contracting Officer's representative shall approve activity progress, proposed revisions and adjustments, and the use of any optional calculations. The following shall be addressed:

2.2.1 Actual Start and Finish Dates

The actual start and actual finish dates for all activities in progress or completed as appropriate.

2.2.2 Estimated Remaining Duration

The estimated remaining duration for each activity in progress. Progress calculations must be based on remaining duration for each activity and be in an approved calculation mode. The Estimated Remaining Duration shall not be tie-to the Earned Value.

2.2.3 Earned Value

The earned value for each activity started but not completed. Payment shall be based on cost of completed activities plus cost to date of in progress activities.

2.2.4 Logic Changes

All logic changes pertaining to change orders, on which a Notice to Proceed has been issued, Contractor proposed changes in activity sequence or duration, and corrections to schedule logic to avoid out of sequence progress. All logic changes shall be submitted for approval prior to their insertion into the approved NAS.

2.3 UPDATE OF NAS

Following the monthly progress meeting, a complete update of the NAS based on the approved progress, revisions, and adjustments agreed upon at the meeting shall be computed and submitted not later than 5 working days after the meeting. This update shall be subject to approval of the accurate entry of information agreed upon at the meeting. Actual starts and finishes, remaining duration, or percent complete shall not be automatically updated by default dates contained in many CPM scheduling software systems, except that early start for an activity which could start prior to the update. Activities which have posted progress without predecessor activities being completed shall be allowed only on a case by case approval of the Contracting Officer's representative who may require logic changes to correct all such out of sequence progress. No unilateral modifications shall be made to the approved NAS without the explicit approval of the Contracting Officer.

2.4 NARRATIVE REPORT

A narrative report shall be provided with each update of the NAS. This report shall include (1) a description of activities and progress along the four most critical paths, (2) a description of a current and anticipated problem areas or delaying factors and their impact, and (3) an explanation of the corrective actions taken. Only

modifications that have been authorized and approved by the Contracting Officer shall be included in the schedule sub-mission. The narrative report shall specifically reference, on an activity by activity basis all changes made since the previous period and relate each change to documented, approved schedule changes. This report, along with the progress update above, shall provide the basis for the Contractor's progress payment request, and the Contractor shall be entitled to progress payments determined from the currently approved NAS update. If the Contractor fails or refuses to furnish the information and NAS data which, in the sole judgment of the Contracting officer, is necessary for verifying the Contractor's progress, the Contractor shall be deemed not to have provided a progress payment estimate and progress payment will not be made.

2.5 TIME IMPACT "FRAGNET" ANALYSIS

Within twenty calendar days from the notice to proceed of a change, or from the start of the impact of a mutually recognized changed condition, whichever event occurs first, the contractor shall submit a detailed Time Impact 'fragnet' analysis to the Contracting Officer. The Time Impact 'fragnet' will clearly demonstrate all activities associated with the changed condition, including estimated durations, costs, resources and proposed tie-in points of the 'fragnet' into the approved NAS. Should the contractor fail to submit the 'fragnet' analysis within the expired time period as specified above, it shall be mutually agreed between the contractor and the Contracting officer that the changed condition has no time impact. The foregoing shall not be construed to limit the Contracting Officer's authority to issue unilateral modifications to the Contract as provided for herein.

2.6 EXTENSION OF CONTRACT COMPLETION DATE

In the event the Contractor requests an extension of the contract completion date for any other contractual reason, he shall furnish such justification as the Contracting Officer may deem necessary for a determination of the Contractor's right to an extension of time under the provisions of the contract. In such event, the schedule revisions must clearly display that the Contractor has used in full all available float time for the work involved with the request. Actual delays that are found to be caused by the Contractor's own actions or lack of action, and which result in the extension of the projected contract completion date, shall not be cause for extension of the contract completion date. The Contracting Officer may find cause to extend the contract completion date under the contract in the absence of a request by the Contractor when, in the Contracting Officer's judgment, it is equitable.

2.7 EXTENSIONS OF TIME

Total Float is defined as the difference in time between the early start date and the late start date, or the difference between the early finish date and the late finish date. Total Float available in the schedule at any time shall not be considered as for exclusive use by either the Contractor or the Government. Extensions of time for performance of work required under CONTRACT CLAUSES titled, "Changes", "Differing Site Conditions", "Default (Fixed Price Construction)" or "Suspension of Work" will be granted only to the extent that equitable time adjustments for affected activities exceed the total float along their paths.

2.8 DATA DISC

A data disc shall be provided as required by paragraph: Scheduling System Data Exchange Format. The automated scheduling system utilized by the Contractor shall be capable of providing all requirements of this specification. As many data disk(s) as required in paragraph: Scheduling System Data Exchange Format shall be provided with the Preliminary Schedule, Initial schedule, Monthly Updates, and all NAS revisions or requests for revision.

2.9 SCHEDULING SYSTEM DATA EXCHANGE FORMAT

2.9.1 Application of This Provision

The data exchange format provides a platform for exchanging scheduling and planning data between various software systems. The Data Exchange Format shall allow project management systems to share information with other programs e.g. Resident Management System (RMS). Scheduling information shall be transferred from the contractor's project management system to the Government as described in this section.

2.9.2 Electronic Data Exchange File Required for All Schedule Submissions

2.9.2.1 Schedule Data

The Contractor shall provide schedule data in the Data Exchange Format for each Preliminary, Initial, Monthly NAS Updates, and requests for time extensions or change proposals. The Contractor's failure to provide schedule data in the exact format described herein shall result in disapproval of the entire schedule submission.

2.9.2.2 Transfer of Schedule Data

The entire set of schedule data shall be transferred at every exchange of scheduling data. Thus, for updates to existing projects, the data exchange file shall contain all activities that have not started or are already complete as well as those activities in progress.

2.9.3 Data Transfer Responsibility

The Contractor shall be responsible for Electronic Data Exchange File data that may have been lost or destroyed during transit between the Contractor and the Contracting Officer. If Electronic Data Exchange File data is damaged during transit, then the Contractor shall provide the Contracting Officer with new Electronic Data Exchange File within two (2) working days of notification by the Contracting Officer.

2.9.4 Data Consistency Responsibility

The Contractor shall be responsible for the consistency between the Electronic Data Exchange File and printed reports which accompany schedule submissions. If Electronic Data Exchange File and printed reports which accompany schedule submission differs, in any way, from the printed schedule reports or standard activity coding, then the Contracting Officer shall disapprove the entire schedule submission.

The Contractor shall provide the Contracting Officer with a completely revised, and consistent, schedule submission within 24 hours of notification of inconsistency by the Contracting Officer.

2.9.5 Creating the Electronic Data Exchange File

The Contractor shall have the option of creating the electronic data exchange file by one of the three following methods.

2.9.5.1 Commercially Available Software

The Contractor shall be required to secure software that meets this requirement. Many commercially available scheduling systems support the standard data exchange format. Under this option the Contractor shall produce his own data translation software. This software shall take the information provided by the Contractor's scheduling system and reformat the data into the Data Exchange Format.

2.9.5.2 Interface Program

Under this option the Contractor shall produce his own data translation software. This software shall take the information provided by the Contractor's scheduling system and reformat the data into the Data Exchange Format.

2.9.5.3 Manual Methods

Under this option the Contractor shall manually reformat his scheduling system report files or create all necessary data by manually entering all data into the Data Exchange Format.

2.9.6 File Transfer Medium

All required data shall be submitted on 3 1/2 5.25 inch diskettes), formatted to hold 1.44 MB of data, under the MS-DOS version 5.0 (or higher) operating system. Higher data densities and other operating systems may be approved by the Contracting Officer if compatible with the Government's computing capability.

2.9.7 File Type and Format

The data file shall consist of a 132 character, fixed format, "ASCII" file. Text shall be left justified and numbers shall be right justified in each field. Data records must conform, exactly, to the sequence column position, maximum length, mandatory values, and field definitions described below to comply with this standard data exchange format. Unless specifically stated, all numbers shall be whole numbers. All data columns shall be separated by a single blank column.

2.9.8 Electronic Data Exchange File Name

The Contractor shall insure that each file has a name related to either the schedule data date, project name, or contract number. No two Electronic Data Exchange Files shall have the same name through out the life of this contract. The Contractor shall submit his file naming convention to the Contracting Officer for approval. In the event that the Contractor's naming convention is disapproved, the Contracting Officer shall direct the contract to provide files under a unique file naming convention.

2.9.9 Disc Label

The Contractor shall affix a permanent exterior label to each diskette submitted. The label shall contain the type of schedule (Preliminary Initial, Update, or Change), full project number, project name, project location, data date, name and telephone number of the Contractor's scheduler, and the MS-DOS version used to format the diskette.

2.9.10 Standard Activity Coding Dictionary

The Contractor shall submit, with the initial schedule submission, a consistent coding scheme that shall be used throughout the project for the Activity Codes shown in paragraph: Activity Records of this section. The coding scheme submitted shall demonstrate that each code shall only represent one type of information through the duration of the contract. Incomplete coding of activities or an incomplete coding scheme shall be sufficient for disapproval of the schedule.

2.10 DATA EXCHANGE FILE FORMAT ORGANIZATION

The Data Exchange File Format shall consist of the following records provided in the exact sequence shown below:

Paragraph Record	Remarks
Reference Description	
Volume Record	First Record on Every Data Disk
Project ID Record	Second Record
Calendar Record(s)	Minimum of One Record Required
Holiday Record(s)	Optional Record
Activity Record(s)	Mandatory Record
Precedence Records	Mandatory for Precedence Method
Unit Cost Record(s)	Optional for Unit Cost Projection.
Progress Record(s)	Mandatory for Updates
File End Record	Last Record of Data File

2.10.1 Record Descriptions

2.10.1.1 Volume Record

The Volume Record shall be used to control the transfer of data that may not fit on a single disk. The first record in every disk used to store the data exchange file shall contain the Volume Record. The Volume Record shall sequentially identify the number of the data transfer disk(s). The Volume Record shall have the following format:

Description	Column Position	Max Len.	Required. Value	Type	Just
RECORD IDENTIFIER	1- 4	4	VOLM		Fixed
DISK NUMBER	6- 7	2		Number	Right

a. The RECORD IDENTIFIER is the first four characters of this record. The required value for this field shall be "VOLM".

b. The DISK NUMBER field shall identify the number of the data disk used to store the data exchange information. If all data may be contained on a single disk, this field shall contain the value of "1". If more disks are required, then the second designated with a "3", and so on. Identification of the last data disk shall not be accomplished with the Volume Record. Identification of the last data disk is accomplished in the PROJECT END RECORD (see paragraph: File End Record).

2.10.1.2 Project ID Record

The Project ID Record is the second record of the file and shall contain project information in the following format:

Description	Column Position	Max. Len.	Required. Value	Type	Just
RECORD IDENTIFIER	1- 4	4	PROJ		Fixed
DATA DATE	6- 12	7	-	ddmmyy	See(2)
PROJECT IDENTIFIER	14- 17	4	-	Alpha	Left
PROJECT NAME	19- 66	48	-	Alpha	Left
CONTRACTOR NAME	68-103	36	-	Alpha	Left
ARROW OR PRECEDENCE	105	1	A,P	Fixed	
CONTRACT NUMBER	107-112	6	-	Alpha	Left
PROJECT START	114-120	7	-	ddmmyy	Filled
PROJECT END	122-128	7		ddmmyy	Filled

a. The RECORD IDENTIFIER is the first four characters of this record. The required value for this field shall be "PROJ". This record shall contain the general project information and indicates which scheduling method shall be used.

b. The DATA DATE is the date of the schedule calculation. The abbreviation "ddmmyy" refers to a date format that shall translate a date into two numbers for the day, three letters for the month, and two numbers for the year. For example, March 1, 1999 shall be translated into OIMAR99. This same convention for date formats shall be used throughout the entire data format. To insure that dates are translated consistently, the following abbreviations shall be used for the three character month code:

Abbreviation	Month
JAN	January
FEB	February
MAR	March
APR	April
MAY	May
JUN	June

JUL	July
AUG	August
SEP	September
OCT	October
NOV	November
DEC	December

c. The PROJECT IDENTIFIER is the maximum of four-character abbreviation for the schedule. These four characters shall be used to uniquely identify the project and specific update as agreed upon by the Contractor and Contracting Officer. When utilizing scheduling software these four characters shall be used to select the project. Software manufacturers' shall verify that data importing programs do not automatically overwrite other schedules with the same PROJECT IDENTIFIER.

d. The PROJECT NAME field shall contain the name and location of the project edited to fit the space provided. The data appearing here shall appear on scheduling software reports. The abbreviation "Alpha" used throughout paragraph six, RECORD DESCRIPTIONS, refers to an Alphanumeric" field value.

e. The CONTRACTOR NAME field shall contain the Construction Contractor's name edited to fit the space provided.

f. The ARROW OR PRECEDENCE field shall indicate which method shall be used for calculation of the schedule. The value "A" shall signify the Arrow Diagramming Technique. The value "P" shall signify the Precedence Diagramming Technique. The ACTIVITY IDENTIFICATION field of the Activity Record shall be interpreted differently depending on the value of this field (see paragraph 2.10.1.6 b). The Precedence Record shall be required if the value of this field is "P" (see paragraph 2.10.1.6).

g. THE CONTRACT NUMBER field shall directly identify the contract for the project. For example, a complete Government construction contract number, "DACA41-98-C-0001" shall be entered into this field as "980001".

h. The PROJECT START shall contain the date that the project will start or has started. On Government construction projects, this date is the date that the construction contractor acknowledges the Notice to Proceed.

i. The PROJECT END shall contain the data that the contract must complete on or prior to. On Government construction projects, this date is the PROJECT START plus the contract period, typically expressed in a specific number of calendar days.

2.10.1.3 Calendar Record

The Calendar Record(s) shall follow the Project Identifier Record in every data file. A minimum of one Calendar Record shall be required for all data exchange activity files. The format for the Calendar Record shall be as follows:

Description	Column Position	Max Len.	Required. Value	Type	Just.
RECORD IDENTIFIER	1-4	4	CLDR	Fixed	
CALENDAR CODE	6-6	1	-	Alpha.	Filled
WORKDAYS	8-14	7		SMTWTFS	See (3)
CALENDAR DESCRIPTION	16-45	30		Alpha.	Left

a. The RECORD IDENTIFIER shall always begin with "CLDR" to identify it as a Calendar Record. Each Calendar Record used shall have this identification in the first four columns.

b. The CALENDAR CODE shall be used in the activity records to signify that this calendar is associated with the activity.

c. The WORKDAYS field shall contain the work week pattern selected with "Y" for Yes, and "N" for No. The first character shall be Sunday and the last character Saturday. An example of a typical five-(5) day workweek would be NYYYYYN. A seven-(7) day workweek would be YYYYYYY.

d. The CALENDAR DESCRIPTION shall be used to briefly explain the calendar used. optional Holiday Record(s) shall follow the Calendar record(s). The Holiday Record shall be used to designate specific non-work days for a specific Calendar. More than one Holiday Record may be used for a particular calendar. If used, the following format shall be followed:

Description	Column Position	Max. Len.	Required. Value	Type	Just.
RECORD IDENTIFIER	1- 4	4	HOLI	Fixed	
CALENDAR CODE	6- 6	1	-	Alpha.	Filled
HOLIDAY DATE	8- 14	7	-	ddmmyy	Filled
HOLIDAY DATE	16- 22	7	-	ddmmyy	Filled
HOLIDAY DATE	24- 30	7	-	ddmmyy	Filled
HOLIDAY DATE	32- 38	7	-	ddmmyy	Filled
HOLIDAY DATE	40- 46	7	-	ddmmyy	Filled
HOLIDAY DATE	48- 54	7	-	ddmmyy	Filled
HOLIDAY DATE	56- 62	7	-	ddmmyy	Filled
HOLIDAY DATE	64- 70	7	-	ddmmyy	Filled
HOLIDAY DATE	72- 78	7	-	ddmmyy	Filled
HOLIDAY DATE	80- 86	7	-	ddmmyy	Filled
HOLIDAY DATE	88- 94	7	-	ddmmyy	Filled
HOLIDAY DATE	96- 102	7	-	ddmmyy	Filled
HOLIDAY DATE	104- 110	7	-	ddmmyy	Filled
HOLIDAY DATE	112- 118	7	-	ddmmyy	Filled
HOLIDAY DATE	120- 126	7	-	ddmmyy	Filled

a. The RECORD IDENTIFIER shall always begin with "HOLI" and shall signify an Optional Holiday Calendar is to be used.

b. The CALENDAR CODE indicates which work week calendar the holidays shall be applied to. More than one HOLI record may be used for a given CALENDAR CODE.

c. The HOLIDAY DATE is to be used for each date to be designated as a non-work day.

2.10.1.5 Activity Records

Activity Records shall follow any Holiday Record(s). If there are no Holiday Record(s), then the Activity Records shall follow the Calendar Record(s). There shall be one Activity Record for every activity in the network. Each activity shall have one record in the following format:

Description	Column Position	Max. Len.	Required. Value	Type	Just.
RECORD IDENTIFIER	1- 4	4	ACTV	Fixed	
ACTIVITY IDENTIFICATION	6- 15	10			See(2)
ACTIVITY DESCRIPTION	17- 46	30		Alpha.	Left
ACTIVITY DURATION	48- 50	3		Integer	Right
CONSTRAINT DATE	52- 58	7		ddmmyy	Filled

CONSTRAINT TYPE	60- 61	2			See (7)
CALENDAR CODE	63- 63	1		Alpha.	Filled
HAMMOCK CODE	65- 65	1	Y.blank	Fixed	
WORKERS PER DAY	67- 69	3		Integer	Right
RESPONSIBILITY CODE	71- 74	4		Alpha.	Left
WORK AREA CODE	76- 79	4		Alpha.	Left
MOD OR CLAIM NUMBER	81- 86	6		Alpha.	Left
BID ITEM	88- 93	6		Alpha.	Left
PHASE OF WORK	95- 96	2		Alpha.	Left
CATEGORY OF WORK	98- 98	1		Alpha.	Filled
FEATURE OF WORK	100-129	30		Alpha.	Left

a. The RECORD IDENTIFIER for each activity description record must begin with the four-character "ACTV" code. This field shall be used for both the Arrow Diagram Method (ADM) and Precedence Diagram Method (PDM) (see paragraph: Activity Records).

b. The ACTIVITY IDENTIFICATION consists of coding that differs, depending on whether the ADM or PDM method was selected in the Project Record (see paragraph: Project ID Record). If the ADM method was selected, then the field shall be interpreted as two right justified fields of five (5) integers each. If the PDM method was selected, the field shall be interpreted as one (1) right-justified field of ten (10) integers or alpha/numeric characters. The maximum activity number allowed under this arrangement is 99999 for ADM and 9999999999 for the PDM method.

c. The ACTIVITY DESCRIPTION shall be a maximum of 30 characters. Descriptions must be limited to the space provided.

d. The ACTIVITY DURATION contains the estimated duration for the activity on the schedule. The duration shall be based upon the workweek designated by the activity's related calendar.

e. The CONSTRAINT DATE field shall be used to identify a date that the scheduling system may use to modify float calculations. If there is a date in this field, then there must be a valid entry in the CONSTRAINT TYPE field. The CONSTRAINT DATE shall be the same as, or later than, the PROJECT START DATE. The CONSTRAINT DATE shall be the same as, or earlier than, the PROJECT END DATE.

f. The CONSTRAINT TYPE field shall be used to identify the way that the scheduling system shall use the CONSTRAINT DATE to modify schedule float calculations. If there is a value in this field, then there must be a valid entry in the CONSTRAINT DATE TYPE. Other types may be available from specific software manufacturers.

Code Definition

ES The CONSTRAINT DATE shall replace an activity's early start date, if the early start date is prior to the CONSTRAINT DATE.

LF The CONSTRAINT DATE shall replace an activity's late finish date, if the late finish date is after the CONSTRAINT DATE.

g. The CALENDAR CODE, as previously explained, relates this activity to an appropriate workweek calendar. The ACTIVITY DURATION must be based on the valid workweek referenced by this CALENDAR CODE field.

h. The HAMMOCK CODE indicates that a particular activity does not have its own independent duration, but takes its start dates from the start date of the preceding activity (or node) and takes its finish dates from

the finish dates of its succeeding activity (or node). If the value of the HAMMOCK ACTIVITY field is "Y", then the activity is a HAMMOCK ACTIVITY.

i. The WORKERS PER DAY. This field may contain the average number of workers expected to work on the activity each day the activity is in progress. The total duration times the average number of workers per day shall equal the contractor's estimate of the total man days of work required to perform the activity.

j. The RESPONSIBILITY CODE shall identify the Subcontractor or major trade involved with completing the work for the activity.

k. The WORK AREA CODE shall identify the location of the activity within the project.

l. The MOD OR CLAIM NUMBER CODE. This code shall be use to uniquely identify activities that are changed on a construction contract modification, or activities that justify any claimed time extensions.

m. The BID ITEM field shall designate the bid item number associated with the activity. The values of all the various activities shall sum to the amount stated in the Contract Bid Item Schedule.

n. The PHASE OF CONSTRUCTION shall designate phase to which an activity is connected. This field shall used for submittals, procurement, fabrication, site work or building or areas within a building, etc..

o. The CATEGORY OF WORK shall be from the following list:

CODE	DESCRIPTION
A	Architectural
C	Civil
E	Electrical
F	Fire Extinguish
H	Hazardous/Toxic
M	Mechanical
P	Plumbing
R	Roofing
S	Structural
T	Safety
X	Administrative

p. The FEATURE OF WORK shall match those in the Resident Management system that is to be used on this project. See the attached RMS data Sheets listing some examples of the features of work.

2.10.1.6 Precedence Record

The Precedence Record(s) shall follow the Activity Records if a Precedence Type Schedule (PDM) is identified in the ARROW OR PRECEDENCE field of the Project Record (see paragraph: Project ID Record). The Precedence Record has the following format:

Description	Column Position	Max. Len.	Required. Value	Type	Just.
RECORD IDENTIFIER	1- 4	4	PRED	Fixed	
ACTIVITY IDENTIFICATION	6- 15	10	-	Integer	See (2)
PRECEDING ACTIVITY	17- 26	10	-	Integer	
PREDECESSOR TYPE	28- 28	1	S,F,C		Filled
LAG DURATION	30- 33	4	-	Integer	Right

- a. The RECORD IDENTIFIER shall begin with the four characters "PRED" in the first four columns of the record.
- b. The ACTIVITY IDENTIFICATION identifies the activity whose predecessor shall be specified in this record. Refer to the Activity Record for further explanation on this field (see paragraph 2.10.1.5 b.).
- c. The PREDECESSOR ACTIVITY number is the number of an activity that precedes the activity noted in the ACTIVITY IDENTIFICATION field.
- d. The PREDECESSOR TYPE field indicates the type of relationship that exists between the chosen pair of activities. The PREDECESSOR TYPE field must, as minimum, contain one of the codes listed below. Other types of activity relations may be supported from specific software vendors.

Code	Definition
S	Start-to-Start relationship
F	Finish-to-Finish relationship
C	Finish-to-Start relationship

- e. The LAG DURATION field contains the number of day's delay between the preceding and current activity.

2.10.1.7 Unit Cost Record

The Unit Cost Record shall follow all Precedence Records. If the schedule utilizes the Arrow Diagram Method, then the Unit Cost Record shall follow any Activity Records. The fields for this record shall take the following format:

Description	Column Position	Max. Len.	Required. Value	Type	Just.
RECORD IDENTIFIER	1-4	4	UNIT	Fixed	
ACTIVITY IDENTIFICATION	6-15	10	-	Integer	See (2)
TOTAL QTY	17-29	13	-	8.4	Right
COST PER UNIT	31-43	13	-	8.4	Right
QTY TO DATE	45-57	13	-	8.4	Right
UNIT OF MEASURE	59-61	3	-	Alpha.	Left

- a. The RECORD IDENTIFIER shall be identified with the four characters "UNIT" placed in the first four columns of the record.
- b. The ACTIVITY IDENTIFICATION for each activity shall match the format described in the activity record (see paragraph 2.10.1.5 b.).
- c. The TOTAL QTY is the total amount of this type of material to be used in this activity. This number consists of eight digits, one decimal point, and four more digits. An example of a number in this format is "11111111.1111". If decimal places are not needed, this field shall still contain a ".0000" in columns 25, 26, 27, 28 and 29.
- d. The COST PER UNIT is the cost, in dollars and cents, for each unit to be used in this activity. This number consists of eight digits, one decimal point, and four more digits. An example of a number in this format is "11111111.1111". If decimal places are not needed, this field shall still contain an ".0000" in columns 38, 39, 41, 42 and 43.
- e. The QTY TO DATE is the quantity of material installed in this activity up to the data date. This number consists of eight digits, one decimal point, and four more digits. An example of a number in this format is

"11111111.1111". If decimal places are not needed, this field shall still contain a ".0000" in columns 53, 54, 55, 56, and 57.

f. The UNIT OF MEASURE is an abbreviation that may be used to describe the units being measured for this activity.

2.10.1.8 Progress Record

Progress Record(s) shall follow all Unit Cost Record(s). If there are no Unit Cost Record(s), then the Progress Record(s) shall follow all Precedence Records. If the schedule utilizes the Arrow Diagram Method, then the Progress Record shall follow any Activity Records. One Record shall exist for each activity in-progress or completed. The fields for this Record shall take the following format:

Description	Column Position	Max. Len.	Required. Value	Type	Just.
RECORD IDENTIFIER	1- 4	4	PROG		Fixed
ACTIVITY IDENTIFICATION	6- 15	10	-	Integer	See (2)
ACTUAL START DATE	17- 23	7	-	ddmmyy	Full
ACTUAL FINISH DATE	25- 31	7	-	ddmmyy	Full
REMAINING DURATION	33- 35	3	-	Integer	Right
ACTIVITY COST	37- 48	12	-	9.2	Right
COST TO DATE	50- 61	12	-	9.2	Right
STORED MATERIAL	63- 74	12	-	9.2	Right
EARLY START DATE	75- 82	7	-	ddmmyy	
EARLY FINISH DATE	84- 90	7	-	ddmmyy	
LATE START DATE	92- 98	7	-	ddmmyy	
LATE FINISH DATE	100-106	7	-	ddmmyy	
FLOAT SIGN	108-108	1	+,-	Fixed	
TOTAL FLOAT	110-112	3	-	Integer	Right

a. The RECORD IDENTIFIER shall begin with the four characters "PROG" in the first four columns of the record.

b. The ACTIVITY IDENTIFICATION for each activity for which progress has been posted, shall match the format described in the Activity Record (see paragraph 2.10.5(b)).

c. The ACTUAL START DATE is required for all in-progress activities. The ACTUAL START DATE shall be the same as, or later than, the PROJECT START DATE contained in the Project Record (see paragraph 2.10.2(h)). The ACTUAL START DATE shall also be the same as, or prior to, the DATA DATE contained in the Project Record.

d. An ACTUAL FINISH DATE is required for all completed activities. If the REMAINING DURATION of an activity is zero, then there must be an ACTUAL FINISH DATE. The ACTUAL FINISH DATE must be the same as, or later than the PROJECT START date contained in the Project Record (see paragraph 2.10.2(h)). The ACTUAL FINISH DATE must also be the same as, or prior to the DATA DATE contained in the Project Record.

e. REMAINING DURATION is required for all in-progress activities. Activities completed, based on time, shall have a zero (0) REMAINING DURATION

f. Cost Progress is contained in the field COST TO DATE. If there is an ACTUAL START DATE, then there must also be some value for COST TO DATE. The COST TO DATE shall not be tied to REMAINING DURATION. For example, if the REMAINING DURATION is "0", the COST TO DATE may only be 95% of the ACTIVITY COST. This difference may be used to reflect 5% retainage for punch list items.

2.10.1.9 File End Record

The File End Record shall be used to identify that the data file is completed. This record shall be the last record of the entire data file. The File End Record shall have the following format:

Description	Column Position	Max. Len.	Required. value	Type	Just.
RECORD IDENTIFIER	I- 3	3		END	Fixed

- a. The RECORD IDENTIFIER for the File End Record shall be "End". No data contained in the data exchange file that occurs after this record is found shall be used.

PART 3 EXECUTION

3.1 TRANSFER OF SCHEDULE DATA INTO RESIDENT MANAGEMENT SYSTEM

The Contractor shall also be responsible for the downloading and uploading of the schedule data into the Resident Management System (RMS) that will be used on the subject Contract prior to the RMS databases being transfer to the Government as part of the monthly and final payment requests.

-- End of Section --

SECTION 01330

SUBMITTAL PROCEDURES

12/94

PART 1 GENERAL

1.1 SUBMITTAL CLASSIFICATION

Submittals are classified as follows:

1.1.1 Government Approved

Governmental approval is required for extensions of design, critical materials, deviations, equipment whose compatibility with the entire system must be checked, and other items as designated by the Contracting Officer. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction," they are considered to be "shop drawings."

1.1.2 Information Only

All submittals not requiring Government approval will be for information only. They are not considered to be "shop drawings" within the terms of the Contract Clause referred to above.

1.2 APPROVED SUBMITTALS

The Contracting Officer's approval of submittals shall not be construed as a complete check, but will indicate only that the general method of construction, materials, detailing and other information are satisfactory. Approval will not relieve the Contractor of the responsibility for any error which may exist, as the Contractor under the CQC requirements of this contract is responsible for dimensions, the design of adequate connections and details, and the satisfactory construction of all work. After submittals have been approved by the Contracting Officer, no resubmittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.

1.3 DISAPPROVED SUBMITTALS

The Contractor shall make all corrections required by the Contracting Officer and promptly furnish a corrected submittal in the form and number of copies specified for the initial submittal. **CAUTION:** The Contractor is cautioned that for each Contractor's resubmittal required beyond the initial submittal and one resubmittal for corrections required by the Contracting Officer, the Contracting Officer will assess Administrative Deduction in the amount of \$500.00 from the progress payments due the Contractor. If the Contractor considers any correction indicated on the submittals to constitute a change to the contract, a notice in accordance with the Contract Clause "Changes" shall be given promptly to the Contracting Officer.

1.4 WITHHOLDING OF PAYMENT

Payment for materials incorporated in the work will not be made if required approvals have not been obtained.

1.5 DEFINITIONS OF SUBMITTALS

SD-01 Data

Submittals which provide calculations, descriptions, or documentation regarding the work.

SD-04 Drawings

Submittals which graphically show relationship of various components of the work, schematic diagrams of systems, details of fabrication, layouts of particular elements, connections, and other relational aspects of the work.

SD-06 Instructions

Preprinted material describing installation of a product, system or material, including special notices and material safety data sheets, if any, concerning impedances, hazards, and safety precautions. Operation and maintenance manuals are considered deliverables under the contract and not submittals; however, when necessary to review information to be included in the final manuals such information should be called for under this submittal description.

SD-07 Schedules

Tabular lists showing location, features, or other pertinent information regarding products, materials, equipment, or components to be used in the work.

SD-08 Statements

A document, required of the Contractor, or through the Contractor, from a supplier, installer, manufacturer, or other lower tier Contractor, the purpose of which is to confirm the quality or orderly progression of a portion of the work by documenting procedures, acceptability of methods or personnel, qualifications, or other verifications of quality.

SD-09 Reports

Reports of inspections or tests, including analysis and interpretation of test results. Each report shall be properly identified. Test methods used shall be identified and test results shall be recorded.

SD-13 Certificates

Statement signed by an official authorized to certify on behalf of the manufacturer of a product, system or material, attesting that the product, system or material meets specified requirements. The statement must be dated after the award of the contract, must state the Contractor's name and address, must name the project and location, and must list the specific requirements which are being certified.

SD-14 Samples

Samples, including both fabricated and unfabricated physical examples of materials, products, and units of work as complete units or as portions of units of work.

SD-18 Records

Documentation to record compliance with technical or administrative requirements.

SD-19 Operation and Maintenance Manuals

Data which forms a part of an operation and maintenance manual..

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL

The Contractor shall make submittals as required by the specifications. The Contracting Officer may request submittals in addition to those specified when deemed necessary to adequately describe the work covered in the respective sections. Units of weights and measures used on all submittals shall be the same as those used in the contract drawings. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements. Prior to submittal, all items shall be checked and approved by the Contractor's Quality Control (CQC) representative and each item shall be stamped, signed, and dated by the CQC representative indicating action taken. Proposed deviations from the contract requirements shall be clearly identified. Submittals shall include items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; test cylinders; samples; O&M manuals (including parts list); certifications; warranties; and other such required submittals. Submittals requiring Government approval shall be scheduled and made prior to the acquisition of the material or equipment covered thereby. Samples remaining upon completion of the work shall be picked up and disposed of in accordance with manufacturer's Material Safety Data Sheets (MSDS) and in compliance with existing laws and regulations.

3.2 SUBMITTAL REGISTER (ENG FORM 4288)

At the end of this section is one set of ENG Form 4288 listing items of equipment and materials for which submittals are required by the specifications; this list may not be all inclusive and additional submittals may be required. The Contractor shall complete and submit the forms to the Contracting Officer for approval within twenty (20) calendar days after Notice to Proceed. The approved submittal register will become the scheduling document and will be used to control submittals throughout the life of the contract. The submittal register and the progress schedules shall be coordinated.

3.3 SCHEDULING

Submittals covering component items forming a system or items that are interrelated shall be scheduled to be coordinated and submitted concurrently. Certifications to be submitted with the pertinent drawings shall be so scheduled. Adequate time (a minimum of thirty (30) calendar days exclusive of mailing time) shall be allowed and shown on the register for review and approval. No delay damages or time extensions will be allowed for time lost in late submittals.

3.4 TRANSMITTAL FORM (ENG Form 4025)

The sample transmittal form (ENG Form 4025) attached to this section shall be used for submitting both Government approved and information only submittals. This form will be furnished to the Contractor. ENG Form 4025 shall identify each item submitted by completing Section I. Special care will be exercised to ensure proper listing of the specification paragraph and/or sheet number of the contract drawings pertinent to the data submitted for each item.

3.5 SUBMITTAL PROCEDURE

Submittals shall be made as follows:

3.5.1 Procedures

The Contractor shall submit for approval five (5) copies of all submittals. For all Military projects an additional copy of all submittals (for information only) related to fire protection/detection systems shall be submitted for review by the Fire Chief. The mailing address for these submittals shall be obtained at the preconstruction conference. Items not to be submitted in quintuplicate, such as samples and test

cylinders, shall be submitted accompanied by five (5) copies of ENG Form 4025. Items to be sent to the Engineering and Construction Division (EC) shall be sent to EC-DS or EC-GL, addressed as follows:

US Army Engineer District, Kansas City
Federal Building, 601 East 12th Street, EC-DS
Kansas City, Missouri 64106-2896

3.5.2 Deviations

For submittals which include proposed deviations requested by the Contractor, the column "variation" of ENG Form 4025 shall be checked. The Contractor shall set forth in writing the reason for any deviations and annotate such deviations on the submittal. The Government reserves the right to rescind inadvertent approval of submittals containing unnoted deviations.

3.6 CONTROL OF SUBMITTALS

The Contractor shall carefully control his procurement operations to ensure that each individual submittal is made on or before the Contractor scheduled submittal date shown on the approved "Submittal Register."

3.7 GOVERNMENT APPROVED SUBMITTALS

Upon completion of review of submittals requiring Government approval, the submittals will be identified as having received approval by being so stamped and dated. Four (4) copies of the submittal will be retained by the Contracting Officer and one (1) copy of the submittal will be returned to the Contractor.

3.8 INFORMATION ONLY SUBMITTALS

Normally submittals for information only will not be returned. Approval of the Contracting Officer is not required on information only submittals. The Government reserves the right to require the Contractor to resubmit any item found not to comply with the contract. This does not relieve the Contractor from the obligation to furnish material conforming to the plans and specifications; will not prevent the Contracting Officer from requiring removal and replacement of nonconforming material incorporated in the work; and does not relieve the Contractor of the requirement to furnish samples for testing by the Government laboratory or for check testing by the Government in those instances where the technical specifications so prescribe.

3.9 STAMPS

Stamps used by the Contractor on the submittal data to certify that the submittal meets contract requirements shall be similar to the following:

(End of Section)

CONTRACTOR
(Firm Name)

_____ Approved

_____ Approved with corrections as noted on submittal data
and/or attached sheet(s).

SIGNATURE: _____

TITLE: _____

DATE: _____

SECTION 01410

ENVIRONMENTAL PROTECTION AND EROSION CONTROL

PART 1 GENERAL

1.1 SCOPE

This section covers protection of the environment, including control of erosion and prevention of environmental pollution and damage due to construction operations.

1.1.1 Environmental Pollution and Damage

Environmental pollution and damage is defined herein as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to man; or degrade the utility of the environment for aesthetic, cultural and/or historical purposes. The control of environmental pollution and damage requires consideration of air, water, and land, and includes management of visual aesthetics, noise, solid waste, radiant energy and radioactive materials, as well as other pollutants.

1.1.2 Erosion Control

Erosion control is defined herein as that portion of the environmental protection effort which addresses the prevention of soil erosion and the control of sediments.

1.2 QUALITY CONTROL

The Contractor shall establish and maintain quality control for environmental protection of all provisions herein. The Contractor shall record on daily reports any problems in complying with laws, regulations and ordinances, and the corrective action taken.

1.3 PERMITS OBTAINED BY THE CORPS OF ENGINEERS

The Contractor shall comply with all requirements under the terms and conditions set out in any permit obtained by the Corps of Engineers.

1.4 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Data

Environmental Protection Plan; GA-RE

Not later than per task order after receipt of Notice to proceed, the Contractor shall submit in writing an Environmental Protection Plan containing erosion control considerations and other provisions for protection of the environment. Approval of the Contractor's Plan will not relieve the Contractor of his responsibility for adequate and continuing control of pollutants and other environmental protection measures. The Plan shall include, but not be limited to, the following:

- a. A list of Federal, State and local laws, regulations, and permits concerning environmental protection, pollution control and abatement that are applicable to the Contractor's proposed

operations and the requirements imposed by those laws, regulations and permits.

b. Methods for protection of features to be preserved within authorized work areas. The Contractor shall prepare a listing of methods to protect resources needing protection, i.e., trees, shrubs, vines, grasses and ground cover, landscape features, air and water quality, fish and wildlife, soil, historical, archeological and cultural resources.

c. Procedures to be implemented to provide the required environmental protection and to comply with the applicable laws and regulations. The Contractor shall set out the procedures to be followed to correct erosion and pollution of the environment due to accident, natural causes or failure to follow the procedures set out in accordance with the environmental protection plan.

d. Permit or license and the location of the solid waste disposal area.

e. Drawings showing locations of any proposed temporary excavations or embankments for haul roads, stream crossings, material storage areas, structures, sanitary facilities, and stockpiles of excess or spoil materials; in addition, an overall drawing showing the plan for temporary control of erosion.

f. Environmental monitoring plans for the job site, including land, water, air, noise, and soil erosion monitoring.

g. Traffic control plan.

h. Methods of protecting surface and ground water during construction activities.

i. Work area plan showing the proposed activity in each portion of the area and identifying the areas of limited use or nonuse. The plan shall include measures for marking the limits of use areas.

j. Plan of borrow area(s).

Stormwater Pollution Prevention Plan; GA-RE...(APPLIES TO PROJECTS IN KANSAS)

The Contractor shall develop a stormwater pollution prevention plan (SWP2) specific to construction activities which are to be employed at this site. The plan shall be in conformance with the Kansas Department of Health and Environment's (KDHE's) National Pollutant Discharge Elimination System (NPDES) Stormwater Discharge Permit requirements for construction activities. Copies of the permit requirements can be obtained from the following:

Kansas Department of Health and Environment
Bureau of Water
Building 283, Forbes Field
Topeka, KS 66620
785-296-5557

The Notice of Intent (NOI) for Stormwater Runoff from Construction Activities and the initial permit fee required by KDHE will be filed by the Corps of Engineers prior to construction start. The Contractor shall be responsible for all remaining requirements of the permit, to include development of the Stormwater Pollution Prevention Plan, submitting the annual fee to KDHE, required inspections, obtaining contractor certifications, maintaining on-site files, submitting the Notice of Termination, etc. The Contractor shall be responsible for complying with all KDHE requirements. The Contractor shall provide copies of all documents to the Government within five working days of completion or approval, as appropriate.

A copy of the NOI and the Authorization to Discharge will be provided to the Contractor. The Government will also designate a representative of the Contractor to sign the inspection reports as outlined in Part VI of the permit.

The permit requirements include, but are not limited to the following:

The SWP2 plan shall be prepared using the concepts and methods for Best Management Practices (BMP) described in Environmental Protection Agency (EPA) document number EPA 832-R-92-005, ~~Stormwater Management for Construction Activities - Developing Pollution Prevention Plans and Best Management Practices~~, Sep 92. The Contractor is not limited to the BMPs in this guidance manual but should develop BMPs with the goal of site specific effectiveness.

The SWP2 plan shall be prepared under the supervision of and sealed by a licensed professional engineer or landscape architect or a certified professional in erosion and sediment control. The engineer or landscape architect must be licensed to practice in the State of Kansas.

1.5 SUBCONTRACTORS

Assurance of compliance with this section by subcontractors is the responsibility of the Contractor.

1.6 NOTIFICATION

The Contracting Officer will notify the Contractor in writing of any observed noncompliance with the aforementioned Federal, State or local laws or regulations, permits and other elements of the Contractor's environmental protection Plan. The Contractor shall, after receipt of such notice, inform the Contracting Officer of proposed corrective action and take such action as may be approved. If the Contractor fails to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No time extensions will be granted, nor costs or damages be allowed the Contractor, for any such suspension.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 PROTECTION OF ENVIRONMENTAL RESOURCES

The environmental resources within the project boundaries and those affected outside the limits of permanent work under this contract shall be protected during the entire period of this contract. The Contractor shall confine his activities to areas defined by the drawings and specifications. Environmental protection shall be as stated in the following subparagraphs.

3.1.1 Protection of Land Resources

Prior to the beginning of any construction, the Contractor shall identify all land resources to be preserved within the Contractor's work area. The Contractor shall not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, top soil, and land forms without special permission from the Contracting Officer. No ropes, cables, or guys shall be fastened to or attached to any trees for anchorage unless specifically authorized. Where such special emergency use is permitted, the Contractor shall provide effective protection for land and vegetation resources at all times as defined in the following subparagraphs.

3.1.1.1 Work Area Limits

In order to minimize damages and unnecessary construction traffic, the Contractor shall, prior to the start of construction, mark the areas that are not necessary to accomplish the work. Isolated areas within the general work area which are to be saved and protected shall also be marked or fenced. Monuments and markers shall be protected before construction operations commence. Where construction operations are to be conducted during darkness, the markers shall be visible. The Contractor shall convey to his personnel the purpose of the marking and the need to protect all objects.

3.1.1.2 Protection of Landscape

Trees, shrubs, vines, grasses, land forms and other landscape features indicated and defined on the drawings to be preserved shall be clearly identified by marking, fencing, or wrapping with boards, or any other approved techniques.

3.1.1.3 Reduction of Exposure of Unprotected Erodible Soils

Earthwork brought to final grade shall be finished as indicated and specified. Side slopes and back slopes shall be protected as soon as practicable upon completion of rough grading. All earthwork shall be planned and conducted to minimize the duration of exposure of unprotected soils. Except in instances where the constructed feature obscures borrow areas, quarries and waste material areas, these areas shall not initially be cleared in total. Clearing of such areas shall progress in reasonably sized increments as needed to use the areas developed as approved by the Contracting Officer.

3.1.1.4 Temporary Protection of Disturbed Areas

Such methods as necessary shall be utilized to effectively prevent erosion and to control sedimentation, including but not limited to retardation and control of runoff. Runoff from the construction site shall be controlled by construction of diversion ditches, benches, and berms to retard and divert runoff to protected drainage courses, and any measures required by area-wide plans approved under paragraph 208 of the Clean Water Act.

3.1.1.5 Erosion and Sedimentation Control Devices

Prior to any earth disturbance, the Contractor shall have in place applicable temporary soil erosion and sedimentation control features. The Contractor shall construct or install all temporary and permanent erosion and sedimentation control features as indicated in the Environmental Protection Plan. Temporary erosion and sediment control measures such as berms, dikes, drains, sedimentation basins, grassing and mulching shall be maintained until permanent drainage and erosion control facilities are completed and operative.

3.1.1.6 Location of Field Offices, Storage and Other Contractor Facilities

The Contractors' field offices, stage areas, stockpiles storage, and temporary buildings shall be placed in areas designated on the drawings. Temporary movement or relocation of Contractor facilities shall be made only on approval by the Contracting Officer.

3.1.1.7 Borrow Areas on Government Property

Borrow areas on Government property shall be managed to minimize erosion and to prevent sediment from entering nearby water courses or lakes.

3.1.1.8 Spoil Areas on Government Property

Spoil areas on Government property, if any, shall be managed and controlled to limit spoil to areas designated on the drawings and prevent erosion of soil or sediment from entering nearby water courses or

lakes. Spoil areas shall be developed in accordance with the grading plan indicated on the drawings.

3.1.1.9 Temporary Excavations and Embankments

Temporary excavations and embankments for plant and/or work areas shall be controlled to protect adjacent areas from despoilment.

3.1.1.10 Disposal of Solid Wastes

Solid wastes (excluding clearing debris) shall be placed in containers which are emptied on a regular schedule. All handling and disposal shall be conducted to prevent contamination.

3.1.1.10.1 Disposal of Solid Waste by Removal from Government Property

The Contractor shall transport all solid waste off Government property and dispose of it in compliance with Federal, State, and local requirements for solid waste disposal.

3.1.1.11 Disposal of Chemical Waste

Chemical waste shall be stored in corrosion resistant containers, removed from the work area and disposed of in accordance with Federal, State and local regulations.

3.1.1.12 Disposal of Discarded Materials

Discarded materials other than those which can be included in the solid waste category will be handled as directed by the Contracting Officer.

3.2 PRESERVATION AND RECOVERY OF HISTORICAL, ARCHEOLOGICAL AND CULTURAL RESOURCES

Existing historical, archeological and cultural resources within the Contractor's work area will be so designated by the Contracting Officer and precautions taken to preserve all such resources as they existed at the time they were pointed out to the Contractor. The Contractor shall install all protection for these resources and shall be responsible for their preservation during this contract. If during construction activities the Contractor observes unusual items that might have historical or archeological value, such observations shall be reported as soon as practicable to the Contracting Officer. Recording and preservation of historical and archeological finds during construction activities are specified in Special Clauses.

3.3 PROTECTION OF WATER RESOURCES

The Contractor shall keep construction activities under surveillance, management and control to avoid pollution of surface and ground waters. Special management techniques as set out below shall be implemented to control water pollution by the listed construction activities which are included in this contract.

3.3.1 Washing and Curing Water

Waste waters directly derived from construction activities shall not be allowed to enter water areas. These waste waters shall be collected and placed in retention ponds where suspended material can be settled out or the water evaporates so that pollutants are separated from the water.

3.3.2 Stream Crossings

Stream crossings, if required, shall be controlled during construction. Crossings shall provide movement of materials or equipment which do not violate water pollution control standards of the Federal, State or local government.

3.3.3 Monitoring of Water Areas Affected by Construction Activities

Monitoring of water areas affected by construction activities shall be the responsibility of the Contractor. All water areas affected by construction activities shall be monitored by the Contractor.

3.4 PROTECTION OF FISH AND WILDLIFE RESOURCES

The Contractor shall keep construction activities under surveillance, management and control to minimize interference with, disturbance to and damage of fish and wildlife. Species that require specific attention along with measures for their protection will be listed by the Contractor prior to beginning of construction operations.

3.5 PROTECTION OF AIR RESOURCES

The Contractor shall keep construction activities under surveillance, management and control to minimize pollution of air resources. All activities, equipment, processes, and work operated or performed by the Contractor in accomplishing the specified construction shall be in strict accordance with all State and Federal emission and performance laws and standards. Ambient Air Quality Standards set by the Environmental Protection Agency shall be maintained for these construction operations and activities specified in this section. Special management techniques as set out below shall be implemented to control air pollution by the construction activities which are included in the contract.

3.5.1 Particulates

Dust particles, aerosols, and gaseous by-products from all construction activities, processing and preparation of materials, such as from asphaltic batch plants, shall be controlled at all times, including weekends, holidays and hours when work is not in progress.

3.5.1.1 Particulates Control

The Contractor shall maintain all excavations, stockpiles, haul roads, permanent and temporary access roads, plant sites, spoil areas, borrow areas, and all other work areas within or outside the project boundaries free from particulates which would cause the air pollution standards mentioned in paragraph PROTECTION OF AIR RESOURCES to be exceeded or which would cause a hazard or a nuisance. Sprinkling, chemical treatment of an approved type, light bituminous treatment, baghouse, scrubbers, electrostatic precipitators or other methods will be permitted to control particulates in the work area. Sprinkling, to be efficient, must be repeated at such intervals as to keep the disturbed area damp at all times. The Contractor must have sufficient competent equipment available to accomplish this task. Particulate control shall be performed as the work proceeds and whenever a particulate nuisance or hazard occurs.

3.5.2 Hydrocarbons and Carbon Monoxide

Hydrocarbons and carbon monoxide emissions from equipment shall be controlled to Federal and State allowable limits at all times.

3.5.3 Odors

Odors shall be controlled at all times for all construction activities, processing and preparation of materials.

3.5.4 Monitoring of Air Quality

Monitoring of air quality shall be the responsibility of the Contractor. All air areas affected by the construction activities shall be monitored by the Contractor.

3.5.5 Protection of Sound Intrusions

The Contractor shall keep construction activities under surveillance, and control to minimize damage to the environment by noise. The Contractor shall use methods and devices to control noise emitted by equipment.

3.6 POST-CONSTRUCTION CLEAN UP

The Contractor shall clean up area(s) used for construction.

3.7 RESTORATION OF LANDSCAPE DAMAGE

The Contractor shall restore all landscape features damaged or destroyed during construction operations outside the limits of the approved work areas. Such restoration shall be in accordance with the plan submitted for approval by the Contracting Officer. This work will be accomplished at the Contractor's expense.

3.8 MAINTENANCE OF POLLUTION CONTROL FACILITIES

The Contractor shall maintain all constructed facilities and portable pollution control devices for the duration of the contract or for that length of time construction activities create the particular pollutant.

3.9 TRAINING OF CONTRACTOR PERSONNEL IN POLLUTION CONTROL

The Contractor shall train his personnel in all phases of environmental protection. The training shall include methods of detecting and avoiding pollution, familiarization with pollution standards, both statutory and contractual, and installation and care of facilities (vegetative covers, and instruments required for monitoring purposes) to ensure adequate and continuous environmental pollution control.

3.10 PAYMENT

No separate payment or direct payment will be made for the cost of the work covered under this section, and such work will be considered as a subsidiary obligation of the Contractor.

-- End of Section --

SECTION 01440**NUCLEAR, BIOLOGICAL, AND CHEMICAL****PART 1 GENERAL****1.1 SCOPE**

This section covers protection of the public, responding personnel and the environment in an event that includes nuclear, biological, and/or chemical hazards. During each phase, that the Contractor participates, the Contractor shall be responsible to control their activities such that identified hazards associated with radioactive materials, biological agents, and chemicals (NBC) are minimized.

During a Phase 1 response, the Contractor shall utilize resources and expertise available through the Incident Command System (ICS) to identify and assess NBC hazards. However, the Contractor shall identify and utilize contract resources such that qualified personnel are utilized assess NBC risk associated with the Contractor's activities. For all contract-related response activities, the Contractor shall be responsible for all materials, equipment, and labor necessary to implement adequate controls to protect responders, the public, and the environment.

Contractor personnel required to mobilize during a Phase 1 response shall have completed training in accordance with emergency response sections of the OSHA HAZWOPER standard, 29 CFR 1910.120.

1.2 ASSESSMENT CAPABILITIES**1.2.1 Nuclear**

The Contractor shall identify the services of a qualified Health Physicist. The HP must possess a degree in natural science or engineering from an accredited university. Coursework shall have included 30 semester hours in health physics, biology, radiological science, chemistry, physics, biology, and mathematics. The individual shall also have completed specific training and have at least 3-years of experience in emergency response involving radiological hazard assessment and control. In addition to the above educational requirements, certification as a Health Physicist by the American Board of Health Physics is required.

1.2.2 Biological

The Contractor shall identify the services of a qualified medical professional or microbiologist. At minimum, the individual shall possess a degree in microbiology, biology, chemistry, or basic medical science from an accredited university. The individual, through experience and training, shall also be knowledgeable of bacteriology, virology, epidemiology, biochemistry, and genetics. Knowledge and experience shall include methods and analytical procedures used in the evaluation and identification of biological agents. The individual shall also have completed specific training and have at least 3-years of experience in emergency response involving assessment and control of biological hazards. Response actions shall be completed in compliance with all applicable Federal, state and local regulations.

1.2.2 Chemical**1.2.2.1 Industrial Hygienist**

The Contractor shall identify the services of a qualified Industrial Hygienist. At minimum, the individual shall possess a 4-year degree in industrial hygiene; or a branch of engineering, physical science, or life science that included 12 semester hours in chemistry, including organic chemistry and 18 additional semester hours of courses in any combination of chemistry, physics, engineering, health physics,

environmental health, biostatistics, biology, physiology, toxicology, epidemiology, or industrial hygiene. The individual shall also have completed specific training and have at least 3-years of experience in emergency response involving chemical hazard assessment and control. In addition to the above educational and experience requirements, certification as an Industrial Hygienist by the American Board of Industrial Hygiene is required.

1.2.2.2 Chemist

Contractor shall identify the services of a general environmental chemist with expertise in evaluating chemical releases utilizing a combination of field and laboratory analytical protocols. The individual shall possess a 4-year degree in Chemistry, physical science, engineering, or life sciences from an accredited university. Completed coursework shall include 30 semester hours in chemistry, supplemented by coursework in mathematics through differential and integral calculus, and at least 6 semester hours of physics. The individual shall have also completed specific training and have a least 3-years of experience in developing field sampling plans, sampling, and analytical protocols related to emergency response actions.

1.3 LABORATORY SUPPORT

The Contractor shall identify the services of a general chemical and biological testing laboratory with experience in chemical analysis using both EPA and non-EPA methods on a wide variety of chemicals and matrices. Laboratory must have experience in method development and biological agent testing. Laboratory must be able to analyze radioactive samples for chemicals and radioisotopes. More than one laboratory may be used to fulfill all of these requirements.

1.4 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Data

Resumes; GA-EC

Per task order after receipt of Notice to proceed, the Contractor shall submit the resumes of qualified personnel capable of assisting in the assessment and control of hazards associated with nuclear, biological, and chemical hazards, including the Certified Health Physicist, Microbiologist/Health Care Professional, and Certified Industrial Hygienist (CIH).

Laboratory Capabilities/Accreditation; GA-EC

Per task order receipt of Notice to proceed, the Contractor shall submit a summary of the capabilities and accreditation of laboratories that may be utilized for analytical services related to hazard assessment and control of nuclear, biological and chemical hazards encountered during response actions.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 Phase 1: Initial Response

The Contractor shall be utilize the services of qualified individuals, through the ICS or previously identified

personnel who are qualified to assess NBC hazards associated with implementation of passive defense measures. All responding individuals could be exposed to NBC hazards during the response shall have completed required training, in accordance emergency response requirements of OSHA 29 CFR 1910.120.

3.2 Phase 2: Design

During design phases, the Contractor shall utilize appropriate personnel qualified and experienced in minimizing nuclear, biological, and chemical risks to responders, the public, and the environment. As applicable, the design shall receive approval by each previously identified qualified individual.

3.3 Phase 3: Construction

During construction phases involving NBC, qualified personnel shall perform site inspections to verify that required hazard controls have been effectively implemented. Where controls are shown to be inadequate or previously unidentified hazards are encountered resulting in unacceptable risk, the inspector, through the Contracting Officer, shall stop work until adequate assessment and controls can be implemented.

-- End of Section --

SECTION 01451

CONTRACTOR QUALITY CONTROL
07/93

~~(WILL BE EDITED FOR SPECIFIC TASK ORDERS. See also paragraph 3.2 regarding the Basic CQC Plan and the Task Order Addendum CQC Plan.)~~

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 3740 (1992) Evaluation of Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction

ASTM E 329 (1990) Use in the Evaluation of Testing and Inspection Agencies as Used in Construction

1.2 PAYMENT

Separate payment will not be made for providing and maintaining an effective Quality Control program, and all costs associated therewith shall be included in the applicable unit prices or lump-sum prices contained in the Bidding Schedule for each task order.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with the Contract Clause entitled "Inspection of Construction." The quality control system shall consist of plans, procedures, and organization necessary to produce an end product which complies with the contract requirements. The system shall cover all construction operations, both on-site and off-site, and shall be keyed to the proposed construction sequence.

3.2 QUALITY CONTROL PLAN

3.2.1 General

The Contractor shall furnish for review by the Government, not later than 30 days after receipt of notice to proceed for the basic contract, the Contractor Quality Control (CQC) Plan proposed to implement the requirements of the Contract Clause entitled "Inspection of Construction." The plan shall identify

personnel, procedures, control, instructions, test, records, and forms to be used. The Government will consider an interim plan for the first 30 days of operation. Construction will be permitted to begin only after acceptance of the CQC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the features of work included in an accepted interim plan will not be permitted to begin until acceptance of a CQC Plan or another interim plan containing the additional features of work to be started.

3.2.2 Content of the CQC Plan

The Basic CQC plan shall be submitted to cover the intended CQC organization for the entire contract (encompassing all task orders) and shall include, as a minimum, the following to cover all construction operations, both on-site and off-site, including work by subcontractors, fabricators, suppliers, and purchasing agents:

- a. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three phase control system for all aspects of the work specified. The staff shall include a CQC system manager who shall report to the project manager or someone higher in the Contractor's organization. Project manager in this context shall mean the individual with responsibility for the overall management of the project including quality and production.
- b. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function.
- c. A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities, and responsibilities. Copies of these letters will also be furnished to the Government.
- d. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, off-site fabricators, suppliers, and purchasing agents. These procedures shall be in accordance with Section 01330 SUBMITTAL PROCEDURES.
- e. Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person responsible for each test. (Laboratory facilities will be approved by the Contracting Officer.)
- f. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.
- g. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures will establish verification that identified deficiencies have been corrected.
- h. Reporting procedures, including proposed reporting formats.

3.2.3 Task Order Addendum CQC Plan

For each individual task order, submit a CQC Addendum Plan within 10 days of receipt of the task order notice to proceed. The Government will provide an annotated paragraph 3.4 with specific CQC organization requirements for each task order. Proposed changes to the Basic Plan or items requiring additional details or description required to implement the Basic CQC Plan or of a site specific nature shall be covered in the Addendum Plan. Include a list of the definable features of work for the task order. A definable feature of work is a task which is separate and distinct from other tasks and has separate control requirements. It could be identified by different trades or disciplines, or it could be work by the same trade in a different environment. Although each section of the specifications may generally be considered as a definable feature of work, there are frequently more than one definable feature under a particular section. This list will be agreed upon during the coordination meeting. Any proposed changes to the basic CQC organization shall be approved before commencement of construction.

3.2.4 Acceptance of Plan

Acceptance of the Contractor's basic and addendum plans is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the Contractor to make changes in his CQC plan and operations including removal of personnel, as necessary, to obtain the quality specified.

3.2.5 Notification of Changes

After acceptance of the QC plan, the Contractor shall notify the Contracting Officer in writing a minimum of seven calendar days prior to any proposed change. Proposed changes are subject to acceptance by the Contracting Officer.

3.3 COORDINATION MEETING

After the Preconstruction Conference, before start of construction, and prior to acceptance by the Government of the Quality Control Plan, the Contractor shall meet with the Contracting Officer or Authorized Representative and discuss the Contractor's quality control system. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both on-site and off-site work, and the interrelationship of Contractor's Management and control with the Government's Quality Assurance. Minutes of the meeting shall be prepared by the Government and signed by both the Contractor and the Contracting Officer. The minutes shall become a part of the contract file. There may be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures which may require corrective action by the Contractor.

3.4 QUALITY CONTROL ORGANIZATION

The Contractor shall identify an individual within his organization at the worksite who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. This CQC System Manager shall be on the site at all times during construction and will be employed by the Contractor, except as noted in the following. An alternate for the CQC System Manager will be identified in the plan to serve in the event of the System Manager's absence. The requirements for the alternate will be the same as for the designated CQC Manager.

3.4.1 CQC Organizational Staffing

The Contractor shall provide a CQC staff which shall be at the worksite at all times during progress, with

complete authority to take any action necessary to ensure compliance with the contract.

3.4.2 CQC System Manager

The Contractor shall identify as CQC System Manager an individual within the onsite work organization who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. The CQC System Manager shall be [a graduate engineer, graduate architect, or a graduate of construction management, with a minimum of [_____] years construction experience on construction similar to this contract.] [a construction person with a minimum of [_____] years in related work.] This CQC System Manager shall be on the site at all times during construction and shall be employed by the prime Contractor. The CQC System Manager shall be [assigned no other duties] [assigned as System Manager but may have duties as project superintendent in addition to quality control.] An alternate for the CQC System Manager shall be identified in the plan to serve in the event of the System Manager's absence. The requirements for the alternate shall be the same as for the designated CQC System Manager.

3.4.3 CQC Personnel

In addition to CQC personnel specified elsewhere in the contract, the Contractor shall provide as part of the CQC organization specialized personnel to assist the CQC System Manager for the following areas: [electrical,] [mechanical,] [civil,] [structural,] [environmental,] [architectural,] [materials technician,] [submittals clerk,] [occupied family housing coordinator]. These individuals [shall be directly employed by the prime Contractor] [may be employees of the prime or subcontractor]; be responsible to the CQC System Manager; be physically present at the construction site during work on their areas of responsibility; have the necessary education and/or experience in accordance with the experience matrix listed herein. These individuals [shall have no other duties other than quality control.] [may perform other duties but must be allowed sufficient time to perform their assigned quality control duties as described in the Quality Control Plan].

Experience Matrix

Area	Qualifications
a. Civil	Graduate Civil Engineer with 2 years experience in the type of work being performed on this project or technician with 5 yrs related experience
b. Mechanical	Graduate Mechanical Engineer with 2 yrs experience or person with 5 yrs related experience
c. Electrical	Graduate Electrical Engineer with 2 yrs related experience or person with 5 yrs related experience
d. Structural	Graduate Structural Engineer with 2 yrs experience or person

- with 5 yrs related experience
- e. Architectural Graduate Architect with 2 yrs experience or person with 5 yrs related experience
 - f. Environmental Graduate Environmental Engineer with 3 yrs experience
 - g. Submittals Submittal Clerk with 1 yrs experience
 - h. Occupied family housing Person, customer relations type, coordinator experience
 - i. Concrete, Pavements and Soils Materials Technician with 2 yrs experience for the appropriate area

3.4.2 Additional Requirement

In addition to the above experience and education requirements the CQC System Manager shall have completed the course entitled "Construction Quality Management For Contractors". If the Contractor needs this training, training will be provided by Government personnel after award of a contract.

3.4.3 Organizational Changes

The Contractor shall obtain Contracting Officer's acceptance before replacing any member of the CQC staff. Requests shall include the names, qualifications, duties, and responsibilities of each proposed replacement.

3.5 SUBMITTALS

Submittals shall be made as specified in Section 01330 SUBMITTAL PROCEDURES. The CQC organization shall be responsible for certifying that all submittals are in compliance with the contract requirements.

3.6 CONTROL

The controls shall include at least three phases of control to be conducted by the CQC System Manager for all definable features of work, as follows:

3.6.1 Preparatory Phase

This phase shall be performed prior to beginning work on each definable feature of work and shall include:

- a. A review of each paragraph of applicable specifications.
- b. A review of the contract drawings.
- c. A check to assure that all materials and/or equipment have been tested, submitted, and approved.

- d. A check to assure that provisions have been made to provide required control inspection and testing.
- e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.
- f. A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawings or submitted data, and are properly stored.
- g. A review of the appropriate activity hazard analysis to assure safety requirements are met.
- h. Discussion of procedures for constructing the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that phase of work.
- i. A check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.
- j. The Government shall be notified at least 48 hours in advance of beginning any of the required action of the preparatory phase. This phase shall include a meeting conducted by the CQC System Manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by separate minutes prepared by the CQC System Manager and attached to the daily CQC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

3.6.2 Initial Phase

This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

- a. A check of preliminary work to ensure that it is in compliance with contract requirements. Review minutes of the preparatory meeting.
- b. Verification of full contract compliance. Verify required control inspection and testing.
- c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with sample panels is appropriate.
- d. Resolve all differences.
- e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.
- f. The Government shall be notified at least 48 hours in advance of beginning the initial phase. Separate minutes of this phase shall be prepared by the CQC System Manager and attached to the daily CQC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.
- g. The initial phase should be repeated for each new crew to work on-site, or any time acceptable specified quality standards are not being met.

3.6.3 Follow-up Phase

Daily checks shall be performed to assure continuing compliance with contract requirements, including control testing, until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work which may be affected by the deficient work. The Contractor shall not build upon or conceal non-conforming work.

3.6.4 Additional Preparatory and Initial Phases

As determined by the Government, additional preparatory and initial phases may be conducted on the same definable features of work if the quality of on-going work is unacceptable, if there are changes in the applicable CQC staff, on-site production supervision or work crew, if work on a definable feature is resumed after a substantial period of inactivity, or if other problems develop.

3.7 TESTS

3.7.1 Testing Procedure

The Contractor shall perform specified or required tests to verify that control measures are adequate to provide a product which conforms to contract requirements. Testing includes operation and/or acceptance tests when specified. The Contractor shall procure the services of a Corps of Engineers approved testing laboratory or establish an approved testing laboratory at the project site. The Contractor shall perform the following activities and record and provide the following data:

- a. Verify that testing procedures comply with contract requirements.
- b. Verify that facilities and testing equipment are available and comply with testing standards.
- c. Check test instrument calibration data against certified standards.
- d. Verify that recording forms and test identification control number system, including all of the test documentation requirements, have been prepared.
- e. Results of all tests taken, both passing and failing tests, will be recorded on the CQC report for the date taken. Specification paragraph reference, location where tests were taken, and the sequential control number identifying the test will be given. If approved by the Contracting Officer, actual test reports may be submitted later with a reference to the test number and date taken. An information copy of tests performed by an off-site or commercial test facility will be provided directly to the Contracting Officer. Failure to submit timely test reports as stated may result in nonpayment for related work performed and disapproval of the test facility for this contract.

3.7.2 Testing Laboratories

3.7.2.1 Capability Check

The Government reserves the right to check laboratory equipment in the proposed laboratory for compliance with the standards set forth in the contract specifications and to check the laboratory technician's testing procedures and techniques. Laboratories utilized for testing soils, concrete, asphalt, and steel shall meet criteria detailed in ASTM D 3740 and ASTM E 329.

3.7.2.2 Capability Recheck

If the selected laboratory fails the capability check, the Contractor will be assessed a charge of \$3,500 to reimburse the Government for each succeeding recheck of the laboratory or the checking of a subsequently selected laboratory. Such costs will be deducted from the contract amount due the Contractor.

3.7.3 On-Site Laboratory

The Government reserves the right to utilize the Contractor's control testing laboratory and equipment to make assurance tests and to check the Contractor's testing procedures, techniques, and test results at no additional cost to the Government.

3.7.4 Furnishing or Transportation of Samples for Testing

Costs incidental to the transportation of samples or materials will be borne by the Contractor. Samples of materials for test verification and acceptance testing by the Government shall be delivered to the Corps of Engineers Division Laboratory, f.o.b., at the following address:

For delivery by mail:

USACE Research and Development Center
ATTN: Joe Tom, CEERD-SC-E
3909 Halls Ferry Road
Vicksburg, MS 39180-6199

For other deliveries: Same as above.

Coordination for each specific test, exact delivery location, and dates will be made through the Area Office.

3.8 COMPLETION INSPECTION

3.8.1 Contractor's Quality Control Completion Inspection

Based upon the Contracting Officer's concurrence that the work is nearing substantial completion, and at least 14 days prior to pre-final inspection, the Contractor's Quality Control Inspection personnel shall conduct a detailed inspection. The Contracting Officer's Representative shall be notified of the inspection date in order that he/she may participate, if he/she so elects. The work shall be inspected for conformance to plans, specifications, quality, workmanship, and completeness. The Contractor shall prepare an itemized list of work not properly completed, inferior workmanship, or not conforming to plans and specifications. The list shall also include outstanding administrative items such as as-built drawings, O&M Manuals, and spare parts. The list shall be included in the Quality Control documentation and submitted to the Contracting Officer with an estimated date for correction of each deficiency within five (5) working days after conducting the inspection.

3.8.2 Pre-Final Inspection

The Contractor's Quality Control Inspection personnel and superintendent, or other primary management person, and the Contracting Officer's representatives will be in attendance at this inspection. Additional

Government personnel, including but not limited to those from Base/Post Civil/Facility Engineer, user groups and major commands may be in attendance. The pre-final inspection will be formally scheduled by the Contracting Officer based upon notice from the Contractor. This notice will be given to the Contracting Officer at least 14 days prior to the pre-final inspection and must include the Contractor' assurance that all specific items previously identified to the Contractor as being unacceptable, along with all remaining contract work, will be complete and acceptable by the date scheduled for the pre-final inspection. Failure of the Contractor to have all contract work acceptably complete for this inspection will be cause for the Contracting Officer to bill the Contractor for the Government's additional inspection costs in accordance with the contract clause titled "Inspection of Construction". At this inspection the Contracting Officer will develop a specific list of incomplete and/or unacceptable work performed under the contract and will subsequently furnish this list to the Contractor. Failure of the Contracting Officer to detect and list all incomplete and/or unacceptable work during this inspection will not relieve the Contractor from acceptably performing all work required by the contract documents.

3.8.3 Final Acceptance Inspection

The Contractor's Quality Control Inspection personnel and superintendent, or other primary management person, and the Contracting Officer's representative will be in attendance at this inspection. Additional Government personnel including, but not limited to, those from Base/Post Civil/Facility Engineer, use groups, and major commands may also be in attendance. The final acceptance inspection will be formally scheduled by the Contracting Officer based upon notice from the Contractor. This notice will be given to the Contracting Officer at least 14 days prior to the final acceptance inspection and must include the Contractor's assurance that all specific items previously identified to the Contractor as being unacceptable, along with all remaining work performed under the contract will be complete and acceptable by the date scheduled for the final acceptance inspection. Failure of the Contractor to have all contract work acceptably complete for this inspection will be cause for the Contracting Officer to bill the Contractor for the Government's additional inspection costs in accordance with the contract clause titled "Inspection of Construction".

3.9 DOCUMENTATION

The Contractor shall maintain current records providing factual evidence that required quality control activities and/or tests have been performed. These records shall include the work of subcontractors and suppliers and shall be on an acceptable form that includes, as a minimum, the following information:

- a. Contractor/subcontractor and their area of responsibility.
- b. Operating plant/equipment with hours worked, idle, or down for repair.
- c. Work performed each day, giving location, description, and by whom. When Network Analysis (NAS) is used, identify each phase of work performed each day by NAS activity number.
- d. Test and/or control activities performed with results and references to specifications/drawings requirements. The control phase should be identified (Preparatory, Initial, Follow-up). List deficiencies noted along with corrective action.
- e. Quantity of materials received at the site with statement as to acceptability, storage, and reference to specifications/drawings requirements.
- f. Submittals reviewed, with contract reference, by whom, and action taken.

- g. Off-site surveillance activities, including actions taken.
- h. Job safety evaluations stating what was checked, results, and instructions or corrective actions.
- i. Instructions given/received and conflicts in plans and/or specifications.
- j. Contractor's verification statement.

These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in the work and workmanship comply with the contract. The original and one copy of these records in report form shall be furnished to the Government daily within 24 hours after the date(s) covered by the report, except that reports need not be submitted for days on which no work is performed. As a minimum, one report shall be prepared and submitted for every seven days of no work and on the last day of a no work period. All calendar days shall be accounted for throughout the life of the contract. The first report following a day of no work shall be for that day only. Reports shall be signed and dated by the CQC System Manager. The report from the CQC System Manager shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.

3.10 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the worksite, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

3.11 IMPLEMENTATION OF GOVERNMENT RESIDENT MANAGEMENT SYSTEM FOR CONTRACTOR QUALITY CONTROL OF CONTRACT:

3.11.1 Government-Furnished CQC Programming Module

The Contractor shall utilize a Government-furnished CQC Programming Module (a computerized executable file which is DOS based and operates on a minimum of 80386 IBM compatible computers). Note: A Hewlett-Packard LaserJet 4 printer (or better) is required to print the reports from this program. The Module includes a Daily CQC Reporting System form which must also be used. This form may be in addition to other Contractor desired reporting forms. However, all other such reporting forms shall be consolidated into this one Government-specified Daily CQC Report Form. The Contractor will also be required to complete Government-Furnished Module elements which include, but are not limited to, Prime Contractor staffing; letter-codes; planned cumulative progress earnings; subcontractor information showing trade, name, address, point of contact, and insurance expiration dates; definable features of work; pay activity and activity information; required Quality Control tests tied to individual activities; planned User Schooling tied to specific specification paragraphs and contractor activities; Installed Property Listing; Transfer Property Listing; and submittal information relating to specification section, description, activity number, review period and expected procurement period. The sum of all activity values shall equal the contract amount, and all Bid Items, Options and Additives (if applicable) shall be separately identified, in accordance with the "Bid Schedule". Bid Items may include multiple activities, but activities may only be assigned to one such Bid Item. This Module shall be completed to the

satisfaction of the Contracting Officer prior to any contract payment (except for Bonds, Insurance and/or Mobilization, as approved by the Contracting Officer) and shall be updated as required.

3.11.2 Quality Assurance Comments

During the course of the contract, the Contractor will receive various Quality Assurance comments from the Government that will reflect corrections needed to Contractor activities or reflect outstanding or future items needing the attention of the Contractor. The Contractor will acknowledge receipt of these comments by specific number reference on his Daily CQC Report, and will also reflect on his Daily CQC Report when these items are specifically completed or corrected to permit Government verification.

3.12.3 Contractor's Scheduling System

The Contractor's scheduling system shall include, as specific and separate activities, all Preparatory Phase Meetings (inspections); all O&M Manuals; and all Test Plans of electrical and mechanical equipment or systems that require validation testing or instructions to Government representatives.

◆ End of Section –

EXAMPLE

STATE OF MISSOURI

PROJECT EXEMPTION CERTIFICATE FOR EXEMPT ENTITY CONSTRUCTION

UNITED STATES OF AMERICA

NAME OF EXEMPT ENTITY

ADDRESS

CITY _____ STATE ____ ZIP

TAX IDENTIFICATION NUMBER (None required)

PROJECT IDENTIFICATION NUMBER

PLEASE PROVIDE THE PROJECT LOCATION AND A BRIEF DESCRIPTION BELOW:

CONTRACT DATE

CERTIFICATE EXPIRATION DATE

Contractors are required to provide a copy of this project exemption certificate to their vendors.

This project exemption certificate does not allow contractors to purchase machinery, equipment, or tools used in fulfilling this contract, tax exempt.

Suppliers accepting this project exemption certificate are required to render to the contractor invoices bearing the name of the exempt entity and the project identification number.

An exempt entity that fails to revise the expiration date on this certificate as necessary to complete any work required by the contract will be liable for any sales tax determined due as a result of an audit of the contractor.

The Contractor shall provide this project exemption to all subcontractors purchasing construction materials for this project.

SIGNATURE OF AUTHORIZED AGENT

EXHIBIT A

