

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 54			
2. CONTRACT NO.			3. SOLICITATION NO. W912P8-08-R-0079		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 30 Jul 2008		6. REQUISITION/PURCHASE NO.		
7. ISSUED BY USACE, CONTRACTING DIVISION ATTN: CEMVN-CT, ROOM 172 7400 LEAKE AVE. NEWORLEANS LA 70118-3651			CODE W912P8		8. ADDRESS OFFER TO (If other than Item 7) See Item 7				CODE TEL: FAX:		
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".											
SOLICITATION											
9. Sealed offers in original and <u>4</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>Room 163 - See Pat Leblanc</u> until <u>02:00 PM</u> local time <u>02 Sep 2008</u> (Hour) (Date)											
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.											
10. FOR INFORMATION CALL:		A. NAME PATRICIA L LEBLANC			B. TELEPHONE (Include area code) (NO COLLECT CALLS) 504-862-2546			C. E-MAIL ADDRESS Patricia.L.LebLANC@mvn02.usace.army.mil			
11. TABLE OF CONTENTS											
(X)	SEC.	DESCRIPTION			PAGE(S)	(X)	SEC.	DESCRIPTION			
PART I - THE SCHEDULE					PART II - CONTRACT CLAUSES						
X	A	SOLICITATION/ CONTRACT FORM			1	X	I	CONTRACT CLAUSES			
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS			2 - 7	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS					
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT			8 - 23	X	J	LIST OF ATTACHMENTS			
	D	PACKAGING AND MARKING				PART IV - REPRESENTATIONS AND INSTRUCTIONS					
X	E	INSPECTION AND ACCEPTANCE			24	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS			
X	F	DELIVERIES OR PERFORMANCE			25 - 26						
X	G	CONTRACT ADMINISTRATION DATA			27	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS			
X	H	SPECIAL CONTRACT REQUIREMENTS			28 - 29	X	M	EVALUATION FACTORS FOR AWARD			
OFFER (Must be fully completed by offeror)											
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.											
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.											
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)											
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):					AMENDMENT NO.		DATE		AMENDMENT NO.		
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					
15B. TELEPHONE NO (Include area code)			15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. ☐			17. SIGNATURE			18. OFFER DATE		
AWARD (To be completed by Government)											
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT			21. ACCOUNTING AND APPROPRIATION				
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: ☐ 10 U.S.C. 2304(c)() ☐ 41 U.S.C. 253(c)()						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)					
24. ADMINISTERED BY (If other than Item 7) CODE						25. PAYMENT WILL BE MADE BY CODE					
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:						27. UNITED STATES OF AMERICA (Signature of Contracting Officer)			28. AWARD DATE		
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.											

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	IDIQ - Period of Performance - 3 Years FFP The contractor shall conduct various planning, investigations, studies, environmental studies and other activities as required for the New Orleans District Corps of Engineers in accordance with the Task Orders issued under the Contract, and the terms of the contract. The contract will require the Contractor to furnish and transport all plant, labor, materials, and equipment and to perform all work necessary to complete multiple task orders. The Corps intends to award multiple Indefinite Delivery/Indefinite Quantity contracts with a period of performance of 3 years as a result of this solicitation. The contracts shall not exceed \$4.5 million over the life of the contract. Attached is Section B giving a list of line item that will be used as part of the contract. Please price each line item for Year One, Year Two, and Year Three. FOB: Destination	4,500,000	Dollars, U.S.		

 NET AMT
SCHEDULE B**Schedule B**

NOTE 1: This contract is for an Indefinite Delivery Requirements contract (FAR 16.503) and is issued for a Period of Performance of Three (3) Years or until the maximum contract amount is expended.

NOTE 2: Required services will be implemented through individual task orders on an as-needed basis. Task orders with separate scopes of work will be issued against this indefinite-delivery indefinite quantity contract. Task orders to this contract will be issued in writing or by verbal authorization by the Contracting Officer. Written task orders will be issued on a DD Form 1155 and forwarded to the Contractor by U.S. Post Office mail service, by facsimile, or by electronic commerce methods.

NOTE 3: The maximum cumulative amount for each contract period is a Not-To-Exceed (NTE) amount of \$1,500,000. The maximum cumulative contract total is NTE amount of \$4,500,000.

The Government obligates itself to a minimum contract amount of \$20,000 over the life of the contract.

Schedule B
Supplies or Services and Price/Cost
PERIOD OF PERFORMANCE -Year 1

Item	Description	U/M	Amount
0001	Senior Project Manager	HR.	
0002	Project Manager	HR.	
0003	Planner	HR.	
0004	Scheduler	HR.	
0005	Facilitator	HR.	
0006	Budget Analyst	HR.	
0007	Civil Engineer	HR.	
0008	Cost Estimator	HR.	
0009	Engineer Technician	HR.	
0010	Draftsman	HR.	
0011	Water Resource Planner	HR.	
0012	Environmental Engineer	HR.	
0013	General Biologist	HR.	
0014	Recreation Planner	HR.	
0015	Word Processor	HR.	
0016	Economist	HR.	
0017	Journeyman Economist	HR.	
0018	Real Estate Specialists	HR.	
0019	Public Involvement Specialist	HR.	
0020	Senior GIS Specialist	HR.	
0021	GIS Specialist	HR.	
0022	CADD Operator	HR.	

Schedule B
Supplies or Services and Price/Cost
PERIOD OF PERFORMANCE - Year 2

Item	Description	U/M	Amount
0001	Senior Project Manager	HR.	
0002	Project Manager	HR.	
0003	Planner	HR.	
0004	Scheduler	HR.	
0005	Facilitator	HR.	
0006	Budget Analyst	HR.	
0007	Civil Engineer	HR.	
0008	Cost Estimator	HR.	
0009	Engineer Technician	HR.	
0010	Draftsman	HR.	
0011	Water Resource Planner	HR.	
0012	Environmental Engineer	HR.	
0013	General Biologist	HR.	
0014	Recreation Planner	HR.	
0015	Word Processor	HR.	
0016	Economist	HR.	
0017	Journeyman Economist	HR.	
0018	Real Estate Specialists	HR.	
0019	Public Involvement Specialist	HR.	
0020	Senior GIS Specialist	HR.	
0021	GIS Specialist	HR.	
0022	CADD Operator	HR.	

ATTACHMENT 2 – Schedule B
Supplies or Services and Price/Cost
PERIOD OF PERFORMANCE- Year 3

Item	Description	U/M	Amount
0001	Senior Project Manager	HR.	
0002	Project Manager	HR.	
0003	Planner	HR.	
0004	Scheduler	HR.	
0005	Facilitator	HR.	
0006	Budget Analyst	HR.	
0007	Civil Engineer	HR.	
0008	Cost Estimator	HR.	
0009	Engineer Technician	HR.	
0010	Draftsman	HR.	
0011	Water Resource Planner	HR.	
0012	Environmental Engineer	HR.	
0013	General Biologist	HR.	
0014	Recreation Planner	HR.	
0015	Word Processor	HR.	
0016	Economist	HR.	
0017	Journeyman Economist	HR.	
0018	Real Estate Specialists	HR.	
0019	Public Involvement Specialist	HR.	
0020	Senior GIS Specialist	HR.	
0021	GIS Specialist	HR.	
0022	CADD Operator	HR.	

Schedule B

**Supplies or Services and Price/Cost
PERIOD OF PERFORMANCE**

For Period of Performance of 3 years, the following unit price/cost payment shall be prevalent:

VEHICLE	See Note 1
PER DIEM	See Note 2
OTHER TRAVEL COSTS	See Note 3
SPECIALIZED EQUIPMENT	See Note 3
OTHER DIRECT COSTS	See Note 3

Notes:

2. Per Diem will be negotiated for each individual delivery order in accordance with the Joint Travel Regulations.
3. Other Travel Costs, Specialized Equipment, and Other Direct Costs will be negotiated for each individual delivery order.

Section C - Descriptions and Specifications

STATEMENT OF WORK**SECTION C - DESCRIPTION/SPECS/WORK STATEMENT**

**New Orleans District Corps of Engineers
Professional Services for
HUB-Zone Set-Aside and
Indefinite Delivery, Indefinite Quantity (IDIQ) Contract
For Multidisciplinary Planning Services**

C-1 INTRODUCTION:

1. General: The Contractor shall conduct various investigations, studies, environmental studies and activities for the New Orleans District Corps of Engineers (CEMVN) in accordance with the Task Orders issued under this Contract, and the terms of this Contract. This contract requires the Contractor to furnish and transport all plant, labor, materials, and equipment and to perform all work necessary to complete multiple task orders. The CEMVN will prepare the Statement-of-Work for each task order. The Contractor's success will depend largely upon their ability to interact with CEMVN to develop plans within regulations and execute those plans in an efficient and expeditious manner. The Contractor shall provide personnel with current training as required by the Occupational Safety and Health Administration (OSHA). The Contractor shall provide all support activities described herein or in individual task orders, necessary to ensure the safe and effective accomplishment of project criteria within specified completion times. All work performed under this contract shall be completed in accordance with all applicable Federal, State, and Local regulations; and approved Contract Management Procedures.

C-2 SCOPE OF WORK:

1. General: Any services required under this contract shall be described in an individual scope of work which may include, but not necessarily be limited to, the following types of tasks: data needs/inventory assessment and analysis; Brownfield redevelopment; water resources data management; public involvement; multi-media environmental and occupational safety and health compliance audits/assessments; preparation of complete or partial Environmental Impact Statements (EISs), Environmental Assessments (EAs), Environmental inventories and related special studies documentation; Geographic Information (GIS), and Remote Sensing (RS) capabilities; hazardous waste inventories and recovery plans; cultural resources investigations; air emission inventories, permit applications, and conformity analyses; storm water pollution prevention planning; pollution prevention opportunity assessments, baseline environmental/human health risk assessments; Aquatic and ecosystem restoration studies and plans, endangered species compliance; Wetland studies and reports and other scientific and technological investigations to accomplish the mission and complete environmental assignments for the Environmental Resources Branch, Planning, Programs, and Project Management Division (PPPM), New Orleans District, U.S. Army Corps of Engineers. Work shall involve multi-

disciplinary environmental investigations and other studies for any of a variety of Federal military and civil work entities. Federal military entities may include military installations or facilities operated by, leased to or administered by the United States Government, including, but not necessarily limited to, National Guard, United States Air Force and Air Force Reserves, United States Army and Army Reserves, United States Navy and Naval Reserves. Civil work support may also be performed for Federal agencies, including, but not necessarily limited to, the Corps of Engineers (civil works actions or natural resource development), Federal Emergency Management Agency (FEMA), Environmental Protection Agency (EPA), General Services Administration (GSA), Federal Aviation Administration (FAA), Immigration and Naturalization Service (INS), Bureau of Land Management (BLM), and Department of State.

C-3 GENERAL The Contractor shall be capable of furnishing expertise in all of the following described, but not limited to, services and shall be more specifically identified in subsequent Task Orders:

1. Follow and utilize Government Principles, Guidelines, and design standards as necessary,
2. Perform studies and prepare reports or portions thereof, including estimates of cost and benefits as specifically identified in Task Orders,
3. Prosecute the various work features as described herein to the extent set forth in individual Task Orders to be issued hereunder,
4. Provide data to obtain all necessary permits, licenses, and approvals from all local, State, and Federal authorities as necessary for performance of the work, and
5. Prepare the following types of reports or portions thereof as ordered under this contract.
 - a. Interim progress reports: monthly letter reports on work in progress,
 - b. Meeting minutes: prepare notes from all project meetings and provide to Government in a timely fashion to be determined under specific task orders,
 - c. Technical briefs: draft technical sections to be incorporated in other documents,
 - d. Public information documents: preparing selected public notices, pamphlets, booklets, newsletters, etc., to inform the public about the Corps of Engineer process and specific project studies,
 - f. Project Documents: report-ready drawings, figures, sketches, and/or tables, maps, photographs, plans, quantity computations etc. or portions thereof.

All work completed under this contract will satisfy current scientific standards for data

collection, analysis, reporting, and techniques which are detailed in the Guidance for Conducting Civil Works Studies ER 1105-2-100, as well as New Orleans District requirements for Military Studies and Construction will be furnished to the Contractor with each individual Task Order.

C-4 APPLICABLE WORK LOCATIONS:

1. General: Any of the work effort which is relevant to the United States Government military activities may occur at any location where the Corps of Engineers operate and support military facilities. Civil Works projects and other water resources work effort would be undertaken in any area where the New Orleans District operates and maintains feasible civil works actions.

C-5 ISSUANCE OF TASK ORDER:

1. General: To order services under this contract, the Contracting Officer, U. S. Army Engineer District, New Orleans, shall issue Task Orders. A Scope of Work for each Task Order will be forwarded by letter, and/or electronically, to the Contractor. The Contractor shall review the scope of work and submit a detailed written proposal, signed by an authorized negotiator, to the Contracting Officer, Corps of Engineers, New Orleans District, P.O. Box 60267, New Orleans, Louisiana, 70160-0267. The proposal shall contain the following three elements, at a minimum:

a. Technical Proposal: The Technical Proposal document can be in letterform. The proposal shall provide the Contractor's interpretation of the scope, the Contractor's research plan/design for the work, cost proposal, support for the cost proposal, and any suggested revisions to the scope of work. In some cases, a more detailed technical proposal shall be required. The Contracting Officer's Technical Representative, in the scope of work transmittal letter, will specify the requirement for details.

b. Cost Proposal: The Cost Proposal shall be provided by task or phase. Minimally, the phases defined in the Scope of Work shall be separately listed. More detailed presentation is allowable, and at times may be required. Additionally, a budget summary showing the total number of units by line item by phase/task shall also be included. Itemized Cost Proposals shall strictly correspond to the units contained in "Schedule B" of this contract.

c. Organizational Chart: An Organizational Chart showing the staff proposed for the study, or work item shall be provided. The chart shall provide the names of personnel, number of hours assigned to each person, and an estimate of each person's percentage commitment to the work by month.

The Contractor shall submit the proposal within 10 calendar days of receipt of the Scope of Work. A meeting to discuss the scope of work prior to submission of the proposal will only be held when deemed necessary by the Contracting Officer or by the Contractor. The Contractor

shall request a meeting if the scope of work does not clearly describe:

- a. The type of work required,
- b. Availability of background data,
- c. Expected results of the investigation,
- d. Research, data collection, and analysis methods required to complete the task,
- e. Reporting requirements, and
- f. The schedule.

After review, negotiation (when necessary), and approval of the Contractor's proposal and cost estimate, the Contracting Officer shall issue a written Task Order for supplies and/or services on DD Form 1155. Due dates shall be stated in Block 10 of DD Form 1155 (Task Order). Each Task Order will contain the agreed to scope of work, type(s) of service(s) to be performed, specific deliverable items, deliverable date(s), and the negotiated fixed-price cost for performing the work.

For each Task Order, all deliverable items including but not limited to reports of progress, draft and final reports or portions thereof, shall be delivered to the Contracting Officer's Technical Point of Contact CEMVN-PM-W, Corps of Engineers, New Orleans District, P.O. Box 60267, New Orleans, Louisiana 70160-0267. All proposals and deliverable items shall include the contract number and Task Order.

C-6 PERFORMANCE OF TASK ORDER:

1. General: The Contractor shall be required, unless otherwise specified in the scope of work, to commence work on each Task Order within ten (10) calendar days of the date of receipt of each written order for services, which have been signed by the Contracting Officer.

To perform the required work, the Contractor shall provide all professional staff, support staff, and specialists necessary to plan, supervise, perform, and report the required work. The Contractor shall furnish all labor, plant, transportation, fuel, equipment, and material necessary to perform the services required by each Task Order. The Contractor shall also provide adequate professional supervision to assure the accuracy, quality, and completeness of all work required under this contract.

a. Project Coordinator or Manager: The Contractor shall appoint a Project Coordinator or Manager to serve as a single point of contact and liaison between the Contractor and the Contracting Officer for all work required under the contract. Upon award of the contract, the Contractor shall provide the Contracting Officer with the name of the individual so designated in writing. The Contractor's Project Coordinator or Manager shall be responsible for the complete coordination of work developed under the contract. All work shall be accomplished with adequate internal control and review procedures to eliminate conflicts, errors, omissions, and to ensure the technical accuracy of all work.

b. Meetings and Conferences:

1. Meetings: Meetings shall be held as required by each Task Order. The number of meetings will be specified in the scope of work for each Task Order.

2. Conferences: The Contractor or his appropriate representative(s) may be required to attend, and in such case, shall participate in conferences pertinent to the work under the contract as required by the Task Order. The number of conferences shall be specified in the scope of work for each Task Order.

c. Confirmation Notices: The Contractor shall, when required by the scope of work, provide a record of all conferences, meetings, discussions, verbal directions, telephone conversations, etc., participated in by the Contractor or his representative(s) on matters relative to the project and the work. These records entitled "CONFIRMATION NOTICES" shall be numbered sequentially and shall identify participating persons, subject(s) discussed, and any conclusion(s) reached. The Contractor shall forward to the Contracting Officer's Technical Point of Contract within five workdays, a reproducible copy of each confirmation notice. The Contracting Officer's Technical Representative will make distribution of confirmation notices and conference minutes.

d. Site Visits, Inspections and Investigations: The Contractor or his representative(s) shall visit and inspect/investigate the study areas as may be necessary and/or required during the preparation and accomplishment of the work. All work and data developed under the contract shall be related to current site conditions and to other proposed work within the specific project area. The Contractor, if required by the Task Order, shall take photographs, or arrange for taking photographs, of the site and facilities in connection with the project as necessary to portray the initial conditions affecting the study and/or design. This request does not require the hiring of a Professional Photographer. One copy each of all photographs taken shall be furnished to the Contracting Officer's Technical Representative at the time of the first review of the project. All mileage incurred by the Contractor for such site visits and investigations shall be included in individual work orders. Mileage for all commonly used vehicles will be paid at the rate of \$0.405 per mile. Other travel costs (airfare, rental car, parking, etc.) and per diem will be negotiated for each Task Order in accordance with Joint Federal Travel Regulations.

C-7 COMPLETION SCHEDULE:

1. All work shall be completed and submitted in accordance with the completion schedule set forth in each Task Order. When a Task Order period is in excess of 30 calendar days, the Contractor shall submit, within 15 calendar days from the date of receipt of each Task Order, a detailed event-time sequence diagram showing the contemplated dates for starting and completing various items of work.

a. A 14 calendar-day review period, unless otherwise specified, will be required by the Government to review all deliverables submitted by the Contractor.

b. Upon receipt of the Government's comments, the Contractor shall complete the required revisions within 14 calendar days, unless otherwise directed by the Contracting Officer.

c. Incomplete, illegible, or unedited preliminary data will not be accepted and will be returned to the Contractor for revision prior to the Contracting Officer's formal review. No time extension or additional compensation will be granted to the Contractor for these revisions.

C-8 CONTRACTOR SERVICES:

The Contractor shall perform all work required to accomplish each Task Order, and unless otherwise specifically provided therein, shall perform the required services in accordance with the following requirements.

1. **Studies:** The Contractor shall perform all work required to accomplish each Task Order, and unless otherwise specifically provided therein, shall perform the required services in accordance with the following requirements.

a. Environmental Planning:

A. Under this contract, the contractor shall provide expertise in the planning arena as required by the specific Task Order(s). The process for conducting a Plan typically includes needs assessments, inventory of existing features and infrastructure, public and agency participation/meetings, coordinating with resource and regulatory agencies, plan formulation, constraint recognition and resolution, cost estimating, identification of potential funding sources, presentation of draft plan(s), and final report presentation with recommendations for implementation. Typical types of plans that may be requested under this contract include:

Economic Development
Recreational Development
Tourism Development
Eco-tourism Development
Environmental Restoration
Aquatic Ecosystem Restoration and Opportunities
Waterfront Development
Urban and Rural Development

Under this contract, the contractor shall provide expertise in the urban and regional planning arena as required by the specific Task Order(s). The final product(s) may include a decision document that provides sufficient information into the feasibility of the investigated conceptual

designs. The decision document may be supported by visual aids that include renderings or artist sketches of the feasible designs as well as input from public and stakeholder meetings. The renderings shall be included in the decision document as enclosures, as well as exhibits large enough for display purposes at general meetings. Decision documents shall also include estimated costs of the feasible features, potential funding sources, and recommendations of how to proceed.

The Contractor shall be required to develop various types of information and data necessary for the purpose of conducting the public participation program associated with a particular study effort. This program may include:

B. Meetings with local interests and the public, including newsletters, media releases, web-site development, presentation materials, questionnaires, and evaluations.

C. Workshops and other public meetings if the need arises. Although the Contractor may or may not be required to arrange for or conduct these meetings, the Contractor shall participate to the extent specified on the individual Task Order.

b. Brownfield Redevelopment:

A. Under this contract, the contractor shall provide expertise in Brownfield Redevelopment initiatives. This shall include preliminary site assessments (literature research), Phase I and II Environmental Site Assessments (ESA's), remediation plans, redevelopment planning, market analysis, and other supporting documentation as needed, and required analysis.

c. Water Resources Data Management:

A. The Contractor shall be capable of assessing needs, goals, and objectives of a particular area; design and recommend the appropriate computer system (database and spatial data) to fit those needs; and implement the selected system. In order to develop a successful and comprehensive product, the Contractor shall be able to perform the following work: conduct interviews with key users and management to assess needs; recommend appropriate database platforms; recommend hardware and software configurations; complete data conversion from hardcopy products into digital products, develop various implementation plans; evaluate, design, test, and load the selected database; link the product database with spatial data; assess training needs; and prepare report documentation.

d. Public Involvement Program:

A. Under this contract, the contractor shall provide expertise in the arena of public involvement as required by the specific Task Order(s). The contractor shall have the capability and experience to develop a comprehensive outreach plan that successfully generates and captures public participation and involvement, community concerns, sentiment and feedback for respective projects and initiatives. This feedback will allow the project team to better

understand and address community needs and potential impacts to the community from the planned project and/or initiative. Specific capabilities may include; hosting charettes and workshops, website development, interviews, surveys, public meetings, focus groups, news releases, public notices, invitations, news articles, press releases, mail outs, flyers, and any other type of mechanism that shares information to the general public and successfully generates public input and feedback.

2 INVESTIGATIONS: All field and office work required to accomplish specific studies/tasks, as requested in individual Task Orders, shall be performed by the contractor.

3 ENVIRONMENTAL WORK:

a. General: The contractor must be able to fulfill the requirements related to the following key areas: ecosystem restoration, biology, National Environmental Policy Act (NEPA), type I and II hazardous, toxic, radioactive, waste (HTRW) investigation and recommendations for remediation, and environmental compliance. The contractor shall conduct all work with a primary emphasis on assisting the New Orleans District in providing support to Military and Civil entities with their compliance with environmental laws and regulations. The contractor shall, depending upon the particular scope of work contained in any individual delivery order, conduct appropriate field surveys, site visits, interviews, prepare required research designs, conduct literature searches, execute suitable studies and prepare satisfactory reports, perform site monitoring and hazardous material investigations, site mitigation through data recovery, and laboratory projects. Any or all of the investigations and studies may be required during the period of this contract. The investigations and study work effort may require one or all of the following disciplines: Wildlife and Fisheries Biology; Terrestrial, Wetland, and Aquatic Ecology; Sociology, Economics, History, Historical Architecture, Engineering, Archeology, Geology; Air and Water Quality (Environmental Engineering/Chemistry), Occupational Safety and Health Compliance (industrial hygienist); Geographic Information Science (GIS); Remote Sensing; Landscape Architecture; and Noise Monitoring.

b. Regulatory Compliance and Guidance: The investigations, studies and reports will pertain to the following: military activities of the U.S. Armed Forces; Corps of Engineers Civil Works projects; activities in support of other Government agencies (General Services Administration, Housing Urban Development, etc.); and regulatory compliance. These studies and reports will be carried out in full accordance with, but not limited to, the requirements of the applicable acts, laws, and/or statutes. All contract work shall comply with applicable acts, laws, and/or statutes, in addition to all applicable State and local laws and/or statutes and regulations.

c. Professionalism and Regulated Procedures: In performing the work effort, the Contractor shall adhere to established professional guidelines and procedures established or approved by applicable Federal/state/ local regulatory agencies. Society of Professional Archeologists certification is acceptable as meeting archeological personnel qualifications. In the performance of air/water quality testing, the contractor shall utilize only collection,

transportation, testing, recording, and sample disposal procedures approved by the Environmental Protection Agency (EPA) and the applicable State agency involved. The Contractor must obtain and maintain all transportation/handling documentation and certifications required by the applicable State/Federal agencies. Laboratories used (prime or subcontracted facilities) must obtain New Orleans District, U.S. Army Corps of Engineers approval.

d. Use of Subcontractors: The Contractor shall not subcontract any portion of this contract to a party other than those identified in proposals submitted in response to this Request for Proposal without written authorization from the Contracting Officer or the Contracting Officer's Authorized Representative.

e. Security Clearance: Contractor must be capable of receiving Defense Investigative Service Industrial Security clearance at the Secret level.

4. ADDITIONAL ENVIRONMENTAL INVESTIGATIONS:

a. Compliance: The Contractor shall field the appropriate qualified personnel for the specific compliance studies/assessments assigned. The contractor shall obtain or acquire all necessary permits/certifications required by Federal, State, and local regulatory agencies to perform the required work. Depending on specific task orders, the Contractor may be required to update, revise, or generate compliance assessment protocol manuals based on the current Federal/state laws and regulations. By task order, the Contractor may be required to develop, test, or modify existing compliance assessment software such as, but not limited to, the Army National Guard-developed program, WINdows Compliance and Sustainment Software (WINCASS).

b. National Environmental Policy Act (NEPA): The contract scope of work will include, but not necessarily be limited to, conducting field surveys to define existing/baseline environmental conditions prior to Federal actions and to provide a database for determining potential impacts; the preparation and/or distribution of NEPA documents; coordination with the U.S. Fish and Wildlife, and other applicable State/Federal agencies (only as directed by the New Orleans District); review and synopsise public comments; and recommendation for mitigation or avoidance measures. All document preparation and procedures will be conducted in accordance with NEPA and the applicable Federal regulations.

The Contractor shall only coordinate with any Federal/State agency when prior permission has been obtained through the technical contact at the New Orleans District, U.S. Army Corps of Engineers. Public involvement (announcements, notices, public meetings, hearings, etc.) shall also be fully coordinated with the technical contact at the New Orleans District, U.S. Army Corps of Engineers, prior to public release.

c. Hazardous, Toxic, and Radioactive Wastes (HTRW): The contract scope of work shall include Contractor's responsibility for the reasonable identification and evaluation of all Hazardous, Toxic, and Radioactive Waste (HTRW) contamination within the vicinity of the

Government's proposed action. A HTRW Land Use History and a Phase I HTRW Initial Site Assessment shall be completed for the proposed action and filed at the MVN. However, before initiation of construction activities, additional site visits should be conducted. If construction methods should change or the area of construction is more than initially evaluated, the HTRW risk would require re-evaluation.

d. Biology: The natural resource work may include, but not necessarily be limited to, the following types of tasks: specific flora/fauna surveys (bird counts, habitat surveys, deer counts, endangered species surveys, etc.), Fish and Wildlife Management Plans, Endangered Species Management Plans, Biological Assessments in accordance with the Endangered Species Act, environmental studies in accordance with the Military Lands Withdrawal Act, environmental monitoring during/after construction, and other natural resource investigations to accomplish and complete assignments for the Environmental Resources Branch of PPPMD, New Orleans District, Corps of Engineers. In any of these studies, the contractor may be required to use a team composed of diverse disciplines or provide technical expert(s) to supplement a Government team. The contractor shall assure that the appropriate qualified personnel are utilized to comply with the requirements of each individual delivery order.

e. Cultural Resources: The contractor may be called upon to provide a full range of cultural resource services including but not limited to: site evaluation; architectural inventories, HABS/HAER documentation and evaluation; development of historic contexts to support customer efforts at public education in the areas of history and cultural resources; historic preservation and cultural resource management plans; mitigation plans; ethno-historical documentation, skeletal analysis, recordation, and documentation in support of Native American Graves Protection and Repatriation Act compliance; native American consultation and documentation. All archeologists at the crew chief level or above shall meet standards for Archeological Resources Protection Act permit applicants published in 43 CFR Part 7.8

All documents, field notes, photographs, illustrations, recordings, videotapes, etc. produced in support, or as part of cultural resource requirements initiated under this Contract is considered part of the cultural resource record and will be curated in accordance with 36 CFR Part 79, Curation of Federally Owned and Administered Archeological Collections.

f. Restoration: The Contractor may be required to conduct environmental restoration or related studies in support of ongoing water resources development, mitigation banking, general environmental or military installation planning. The contractor may be required to survey specified watershed areas, determine the ecological value and engineering aspects of existing conditions, and project future conditions for various restoration scenarios. Contractor shall have specific knowledge of requirements and procedures for implementing activities authorized by the Water Resources Development Act (WRDA), as amended, or Congressionally authorized General Investigations. Contractor may be required to prepare Reconnaissance Reports, Feasibility Reports, Project Restoration Plans, Environmental Restoration Reports, Restoration Plans, Environmental Protection Plans, Monitoring Reports and other associated reports and plans. Contractor may be required to provide on-site monitoring of restoration sites during and after construction.

5. GIS/REMOTE SENSING WORK:

a. General: The Contractor shall, depending on the particular scope of work contained in any individual delivery order, provide: digital map layers, both raster and vector, of various themes registered to a Government defined map coordinate system; digital geo-rectified multi-spectral satellite imagery; E-size color electrostatic hard-copy maps of any digital map layer; scanning and vectorization of color hard-copy map products into compatible digital file formats; digitization of hard-copy map products into compatible digital file formats; input, geo-rectification, and analysis of digital satellite imagery from Landsat and SPOT satellites (analysis techniques to include edge-enhancement filtering, band-ratio analysis, principle component analysis, vegetative indices analysis, fast fourier transformations, and basic unsupervised and supervised classification techniques); input and analysis of digital aerial photographs; full-functionality Geographic Information System (GIS) capabilities in both raster and vector environments (to include buffering, overlay, Boolean analysis, three dimensional surface representation, volumetric calculation, slope and aspect analysis); and Remote Sensing capabilities in the raster environment; ability to provide digital copies of all work in technologically current GIS formats. The Contractor shall perform such work with primary emphasis on assisting the New Orleans District in the multi-disciplinary nature of this work statement. Any or all of the described work efforts may be required during the period of this contract. The Contractor, in performing these tasks, shall adhere to specific data dictionary, file format, and media guidelines supplied by the Government for each individual delivery order. All satellite data and other digital data acquired, generated, or otherwise obtained for any work effort under this contract shall become the property of the Government and will not be used for other projects without the written permission of the CE Technical Manager and the CE GIS/Remote Sensing point of contact.

b. Records: For any given delivery order involving GIS or Remote Sensing technology, the Contractor shall be required to supply a written record of all digital data to include scales and sources of all maps used, as well as a written step-by-step record of procedures used in the tasks (including dates, operator names, program and command names). A weekly summary of work activities relating to GIS and Remote Sensing tasks, including the fore-mentioned written records, shall be maintained and supplied to the New Orleans District Corps of Engineers. A weekly duplicate digital copy of all GIS and Remote Sensing files will be maintained and stored in an offsite facility from the facilities where the originals are housed. The separate storage of copies is a safety measure to protect the results of studies from destruction.

c. GIS: The Contractor shall have GIS capability compatible with Intergraph and Bentley software products. The Contractor shall have expertise in the development and implementation of comprehensive Geographic Information System (GIS) using existing commercial software. The Contractor must be able to perform such work as digitizing or scanning aerial photographs and maps, attributing key elements and features, developing a database in Oracle's most recent version, and providing documentation on sources of data and methodology used.

d. Drawings: Drawings and maps prepared by the Contractor shall be prepared as specified in the scope of work for each Task Order. All drafting shall be done to a scale that will provide clear reproduction. Plan drawings shall show the location of any proposed buildings and facilities, flood protection measures, critical grades, contours, drainage, and relation of buildings and facilities to existing buildings and facilities, street systems, above and underground utilities, entrances, and finished grades. The completed drawings shall be fully operational on the Intergraph\Bentley operating system utilized by the New Orleans District. Back-up files of each drawing shall be provided on IBM compatible CD-ROM. The drawing, or drawings, shall be prepared in accordance with New Orleans District drafting standards.

6. **REPORTS AND SERVICES**: The Contractor shall be required to provide the government with a copy of any final report in the draft stage of 60% and 95% complete prior to submittal of final report. The identification of data gaps, recommendations for collecting additional data, and a complete summary of the activities conducted in this study shall be reviewed and presented in an organized report format. Report shall include collected and generated data in the suggested outline of: Introduction, Data Collection, Data Generated, Plan Formulation, Alternative Solutions, Recommendations, and Conclusion.

a. Reports shall present the following:

1. Discussion of the study and investigation, with description of existing conditions
2. Description of all plans and schemes considered for obtaining the desired end result of the study inclusive of the plan formulation process and stakeholder involvement,
3. All drawings and sketches required presenting and illustrating the details and results of the study,
4. Required estimates of construction costs, including comparative costs for indicated alternative plans and schemes, potential funding sources, plan benefits, and
5. Results, conclusion, and recommendations.

Five (5) sets of the Task Order Report will be required unless otherwise specified in the Task Order. The types of report and task schedule will vary with each Task Order. Specific requirements will be provided in the Scope of Work for each Task Order. Minimally, each work item requires a monthly progress report, and a final report of investigations.

b. Accompanying CD-ROM: A CD-ROM containing the complete text, tables, charts, maps, drawings, etc. included in the report, using an appropriate disk size and format, shall accompany printed copies of reports and spreadsheets as required by the Task Order. The format shall include all text enhancements, such as underline, overstrike, boldface, etc. such as

found in Microsoft “Word”. The Contractor shall submit all required and final reports to the Contracting Officer’s Technical Representative for review and comment.

c. Text, Binding, and Reproduction: Text material for draft copies of reports shall be on 8-1/2 by 11 inch paper, double spaced, with not less than 1-inch binding margin on each side. Text material may be printed on both sides of the page if desirable and practicable. Text material for final project reports shall be single-spaced, on both sides of the page, and ready for reproduction by the Government, unless otherwise specified.

d. Monthly Progress Reports: Through the duration of each Task Order issued under this contract, the Contractor shall submit to the Contracting Officer's Technical Representative one copy of a brief but concise monthly statement of progress and specific to any phase within each Task Order. Statement of Progress shall cover the same period as the monthly billing voucher for referenced Task Order. These reports, which may be in letterform, shall summarize all work performed, information gained, or problems encountered during the preceding month. A concise statement and graphic presentation of the Contractor's assessment of the monthly and cumulative percentage of total work completed by phase shall be included each month. The Contractor shall include an estimate statement indicating the amount to be billed the Government in the succeeding month.

The Contractor's invoices will not be processed until the monthly progress report has been received for the period billed. All costs associated with documented services shall be included in the unit costs specified in Section B (Schedule of Prices).

Each month, the Contractor shall review work in progress in order to determine the probability of meeting scheduled completion dates. The Contractor shall notify the Contracting Officer's Technical Representative of an inability to meet scheduled completion dates in a timely manner, at or before the point at which fifty percent (50%) of the original time and cost estimate has been depleted.

e. Revision required as a result of agency review: the Contracting Officer’s Technical Representative shall review the draft report. The Contracting Officer’s Technical Representative will provide review comments to the contractor. Within the specified task schedule, the Contractor shall incorporate or resolve all comments with the approval of the Contracting Officer’s Technical Representative and submit one preliminary final report. Upon approval of the preliminary final report by the Contracting Officer’s Technical Representative, the Contractor shall submit five (5) copies of the final report within the schedule specified in the Task Order.

C-9 COORDINATION AND PROSECUTION OF WORK:

1. During the prosecution of the work under each Task Order issued, the Contractor shall maintain liaison with the Contracting Officer's Technical Representative.

2. All work shall be in accordance with the engineering criteria, directives, drawings,

technical manuals, and other instructions furnished by the Contracting Officer for each individual Task Order.

3. During the prosecution of the work, the Contractor shall promptly advise the Contracting Officer of any discrepancies, ambiguities, or lack of clarity in the materials or instructions furnished, or of the existence of significantly differing site conditions, or of variations in quantities, which materially differ from those of the original order. Such notification shall be made in writing within 10 days of the event. If such changes cause an increase or decrease in the cost or time required for performance under the Task Order, then an equitable adjustment shall be made and the Task Order modified accordingly (see "Changes" clause FAR 52.243-1 in Section F).

4. All engineering guidance and other data furnished by the Contracting Officer shall be returned within 30 calendar days after the date of acceptance of the work to be accomplished under the applicable Task Order.

5. The Contractor's fee shall include the cost of all engineering, special studies, consultant services, laboratory work, and any other services required to accomplish the work under the Task Order, less and except as may be otherwise specifically provided for in the Task Order.

6. The Contractor shall be paid per diem, mileage, and reimbursed for other travel costs as negotiated for each Task Order in accordance with the current Joint Federal Travel Regulations.

7. The Contracting Officer's Technical Representative shall review submissions made by the Contractor within the schedule set forth in each Task Order.

C-10 SERVICE PROVIDER COMPENSATION:

1. General: In consideration for the performance of the undertaking under this contract, the Service Provider shall be paid for the services performed under each Task Order based on the negotiated lump sum price for each order at the unit price given in SECTION B. Each Task Order, for which partial or full payment is required, shall be invoiced to the Government on a monthly basis at the following address: U.S. Army Corps of Engineers, New Orleans District, ATTN: CEMVN-PM-W, ATTN: Mark Wingate, P.O. Box 60267, New Orleans, Louisiana 70160-0267. All invoices shall be submitted in duplicate to the attention of the Contracting Officer's Technical Representative.

C-11 RELEASE OF INFORMATION:

1. General: The Contractor shall initiate no publicity concerning this work and shall direct all inquiries to the Contracting Officer. Neither the Contractor nor his representatives

shall release any material of any nature obtained or prepared under this contract and subsequent Task Order(s) without the specific written approval of the Contracting Officer.

C-12 GOVERNMENT RIGHTS:

1. General: All materials and data developed in the performance of this contract and subsequent Task Order(s) shall remain the sole property of the Government and may be used by the Government in any other work without additional compensation to the Contractor. The Contractor agrees not to assert any rights and not to establish any claim with respect thereto.

C-13 SAFETY REQUIREMENTS:

1. General: The Contractor shall comply with the applicable portions of the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM385-1-1, dated 3 November 2003 and all changes and amendments thereto, and the applicable portions of the latest OSHA standards for the work covered in this contract. The contractor may be required to develop a health and safety management plan for any delivery order issued under this contract and to make such a plan available for inspection by the Government. The contractor shall adhere to all health and safety laws in performance of the required work.

C-14 UNAUTHORIZED INSTRUCTIONS FROM GOVERNMENT OR OTHER PERSONNEL:

1. General: The Contractor shall not accept instructions issued by any person employed by the U.S. Government or otherwise, other than the Contracting Officer, or the Authorized Representative of the Contracting Officer acting within the limits of his authority.

C-15 SPECIALIZED EQUIPMENT OR SERVICES:

1. General: If, in the opinion of the Contracting Officer's Technical Representative, it is to the Government's advantage to require the Contractor to acquire specialized equipment or services to produce specific deliverables within the scope of the contract, the Contractor shall be reimbursed for the cost of the specialized equipment or services used. No fee or handling charge is allowed under this contract. When proposing specialized equipment or services, the Contractor shall, unless otherwise specified, submit three independent bids for the equipment or services required. Each Task Order will authorize acquisition of the specific equipment or services, as necessary. Each Task Order will establish material rates and a not-to-exceed ceiling.

C-16 PROJECT MANAGEMENT:

1. General: The Corps of Engineers Project Manager shall be identified in, and for,

individual Task Orders and may visit the Contractor at anytime after giving proper notice in order to review or inspect the progress of the work or to resolve questions concerning the development of work covered under this Contract.

2. Deliverables: All deliverables shall be directed to the following address: U.S. Army Corps of Engineers, New Orleans District; ATTN: CEMVN-PM-W; P.O. Box 60267; New Orleans, Louisiana 70160-0267

C-17 SERVICE DELIVERY SUMMARY:

PERFORMANCE OBJECTIVE	PERFORMANCE THRESHOLD
Provide responsive Task Order/Team Management including quick response to contingencies, Task Order modifications or change orders.	Clear and consistent written and verbal (e.g. returns phone calls, emails or other communication attempts) within 24 hours, or other such time period as established in the Task Order, with no customer complaints.
Deliverables are completed in an accurate and timely manner in compliance with Task Order directions.	No more than one (1) late document per month and no more than 5 days late. No more than two (2) sets of corrections/edits and all corrections must be accomplished within two (2) working days, or other such time periods as established in the Task Order.
Contractor performs tasks within their estimated cost and schedule as reflected in the Task Order.	Any cost overruns or schedule delays shall be reported immediately, or other such time period as established in the Task Order.
All requirements of the Task Order are met as established in the individual Task Orders	Contractor receives less than two (2) formal customer complaints/contract discrepancy reports per year from all Task Orders. The contractor successfully resolves customer complaints within 10 working days of receipt, 100% of the time, or other such time periods and numbers of complaints as specified in the Task Order.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN INSPECT AT
0001 N/A

INSPECT BY
N/A

ACCEPT AT
N/A

ACCEPT BY
Government

CLAUSES INCORPORATED BY REFERENCE

52.246-4 Inspection Of Services--Fixed Price

AUG 1996

Section F - Deliveries or Performance

DELIVERY INFORMATION

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

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
-----------	-----------------	----------

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING. (OCT 1995)

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

(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 **\$2500.00**, 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 **\$1,500,000.00**;

(2) Any order for a combination of items in excess of **\$1,500,000.00; or**

(3) A series of orders from the same ordering office within 365 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 one day** 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)

DELIVERIES OR PERFORMANCE:

Deliverables: All deliverables shall be directed to the following address: US Army Corps of Engineers, New Orleans District; ATTN: CEMVN-PM-W; PO Box 60267; New Orleans, LA 70160-0267.

The Corps of Engineers Project Manager may visit the Contractor at any time after giving notice in order to review or inspect the progress of the work or to resolve questions concerning the development of work covered under this contract.

Section G - Contract Administration Data

INVOICES

All invoices for payment shall be mailed to:

US Army Corps of Engineers
New Orleans District
ATTN: CEMVN-PM-W
Kasey Couture
PO Box 60267
New Orleans, LA 70160-0267

Section H - Special Contract Requirements

CONTRACT REQUIREMENTS

H.1. RELEASE OF NEWS INFORMATION

No news release (including photographs, films, public announcements or denial of confirmation of same) on any part of the subject matter of this contract or any phase of any program hereunder shall be made by the Contractor without the prior written approval of the Contracting Officer.

H.2. REQUIRED INSURANCE

The contractor shall procure and maintain during the entire period of his performance under this contract the following minimum insurance in accordance with the Contract Clause entitled "Insurance-Work on a Government Installation."

Workmen's Compensation and Employers' Liability Insurance:

Workmen's Compensation and Occupational Disease Coverage in accordance with statutory limits. Employers' Liability Coverage with a minimum limit of \$100,000. (The contractor shall verify with the State Board of Workers Compensation for each state in which performance is required in connection with this contract, to determine his or her own applicability with respect to this provision.)

Comprehensive Automobile Liability Insurance:

Bodily injury coverage with minimum limits of \$200,000 per person and \$500,000 per occurrence. Property Damage Coverage with a minimum limit of \$20,000 per occurrence.

Comprehensive General Liability Insurance:

Bodily injury coverage with minimum of \$500,000 per occurrence.

At all times during performance, the Contractor shall maintain with the Contracting Officer a current Certificate of Insurance showing at least the insurance required above, and providing thirty (30) days written notice to the Contracting Officer by the insurance company prior to cancellation or material change in policy coverage. Current Certificate of Insurance shall be furnished to the Contracting Officer within five (5) days after award of contract.

H.3. SAFETY REQUIREMENTS

All contractors must comply with the Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1 in effect on date of solicitation. The prime contractor is solely responsible to assure the safety of contract personnel in all contract activities that they and their subcontractors perform. The contractor shall also provide and take necessary measures to protect the public and Corps personnel during their activities. Actions may include but are not limited to providing flagman, ground guides, fencing, security guards, traffic control, removal of unsafe equipment and removal of unsafe workers.

The contractor shall have a comprehensive Safety and Occupational Health (SOH) program. The contractor shall provide on site staff to provide for a safe work environment and strive to execute this contract without a lost time accident or injury.

The contractor's final Accident Prevention plan including Activity Hazard analyses shall be submitted within five (5) days after award.

The latest version of EM 385-1-1 can be found at :

<http://www.hq.usace.army.mil/soh/em385/changes/3nov03changes.htm>

Safety forms required in the Accident Prevention Plan are 385-43, 385-43(1) and 385-43(2). These forms can be found at: <http://www.mvn.usace.army.mil/safety/safetyforms.htm>

H.4. PERFORMANCE QUALITY ASSURANCE PLAN

Contractor's performance will be evaluated with specific criteria as specified within each task order.

CLAUSES INCORPORATED BY REFERENCE

52.236-13	Accident Prevention	NOV 1991
252.201-7000	Contracting Officer's Representative	DEC 1991

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
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	SEP 2007
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-6	Data Universal Numbering System (DUNS) Number	APR 2008
52.204-7	Central Contractor Registration	APR 2008
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.222-3	Convict Labor	JUN 2003
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.242-17	Government Delay Of Work	APR 1984
52.243-1	Changes--Fixed Price	AUG 1987
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	MAR 2007
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984

52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-DEC 2004 Contract-Related Felonies	
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.215-7000	Pricing Adjustments	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7001	Buy American Act And Balance Of Payments Program	JUN 2005
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	MAR 2008
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.216-22 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 364 days.

(End of clause)

52.219-3 NOTICE OF TOTAL HUBZONE SET-ASIDE (JAN 1999)

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

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

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

(c) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for--

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(d) A HUBZone joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (c) of this clause will be performed by the HUBZone small business participant or participants.

(e) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

52.232-32 PERFORMANCE-BASED PAYMENTS (JAN 2008)

(a) Amount of payments and limitations on payments. Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) Contractor request for performance-based payment. The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) Approval and payment of requests. (1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the 30th day after receipt of the request for performance-

based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments. (1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) Reduction or suspension of performance-based payments. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's (i) failure to make progress, or (ii) unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title. (1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination or special tooling clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is damaged, lost, stolen, or destroyed, the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) Records and controls. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) Reports and Government access. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) Special terms regarding default. If this contract is terminated under the Default clause, (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and (2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) Reservation of rights. (1) No payment or vesting of title under this clause shall (i) excuse the Contractor from performance of obligations under this contract, or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause (i) shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract, and (ii) shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) Content of Contractor's request for performance-based payment. The Contractor's request for performance-based payment shall contain the following:

- (1) The name and address of the Contractor;
- (2) The date of the request for performance-based payment;
- (3) The contract number and/or other identifier of the contract or order under which the request is made;
- (4) Such information and documentation as is required by the contract's description of the basis for payment; and
- (5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) Content of Contractor's certification. As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that--

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on _____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

WAGE RATES

Wage Rate

05-2233 (5) Website:

<http://www.wdol.gov/wdol/scafiles/std/05-2233.txt>

05-2231 (6) Website:

<http://www.wdol.gov/wdol/scafiles/std/05-2231.txt>

05-2229 (6) Website:

<http://www.wdol.gov/wdol/scafiles/std/05-2229.txt>

05-2505 (6) Website:

<http://www.wdol.gov/wdol/scafiles/std/05-2505.txt>

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.203-2	Certificate Of Independent Price Determination	APR 1985
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-38	Compliance With Veterans' Employment Reporting Requirements	DEC 2001
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	OCT 2006
252.247-7022	Representation Of Extent Of Transportation Of Supplies By Sea	AUG 1992

CLAUSES INCORPORATED BY FULL TEXT

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

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

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

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

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

(d) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

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

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

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

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

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

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other-----

(f) Common parent.

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

☐ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (MAY 2008)

(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, violating Federal criminal tax laws, or receiving stolen property; and

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

(D) Have [ballot], have not [ballot], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

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

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

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

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

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a

determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

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

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

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541990 (insert NAICS code).

(2) The small business size standard is \$ 6.5 MIL

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

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

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

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

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

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

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

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

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are

participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

(1) That is at least 51 percent owned by one or more women; 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)

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

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

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

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

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

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

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

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

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

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

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

(C) Major group codes 20 through 39.

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

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

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

(End of clause)

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (JUN 2005)

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

(b) Evaluation. The Government--

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that--

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

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

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

(Line Item Number Country of Origin)

(Country of Origin)

(3) The following end products are other foreign end products:

(Line Item Number)

(Country of Origin) (If known)

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

PROPOSAL PREPARATION

L-1 PREPARATION OF PROPOSALS

A. General information.

1. The contracting office is the sole point of contact for this acquisition. Address any questions or concerns you may have to Patricia Leblanc, Contract Specialist, at 504-862-2546 or e-mail at Patricia.L.Leblanc@usace.army.mil.
2. The offeror's proposal shall be clear, concise and include sufficient detail to enable the Government to full evaluate and determine the proposal's technical competence and professional qualifications, past performance, and price as set forth in this solicitation. Any proposal that modifies or fails to conform to the essential requirements of this Request for Proposal will be considered unacceptable.

B. Proposal Form, Format and Content.

1. Part 1 Technical Competence & Professional Qualifications, unlimited pages, must be submitted in an original with four paper copies. The dimensions of the paper are 8 1/2 x 11 inches. No less than size 12 font shall be used. Typing is permitted on both sides of the sheet, head to head. The spacing can be singled-spaced, 1 1/2 spaced, or double spaced. Foldouts of charts, tables or diagrams shall not exceed 11 x 17 inches. The spine of each volume shall identify the book number (e.g. original, book 1, 2 or 3 etc.)

I. TECHNICAL COMPETENCE

A. Work Experience of All Personnel

Display or exhibit work experience of all personnel that have performed work similar in scope to that conducted by the Corps of Engineers-New Orleans District.

B. Organization Experience

List previous experience of organization and key personnel working together on projects of similar scope and magnitude.

C. General Knowledge & Experience

List the Department's general knowledge and experience in the arena of formulation studies and alternatives; water resource projects; incremental cost analyses; data inventory assessment and analyses; planning studies and facilitation; master planning; Brownfield redevelopment; water resources data management; and public involvement.

D. Experience of Key Personnel

List the experience of key personnel in performing work in related fields.

II. EDUCATION OF KEY PERSONNEL

List the education of key personnel

Part 2--Past Performance, unlimited pages, must be submitted in an original with four copies. Dimensions are 8 1/2 x 11 inches. Typing is permitted on both sides of the sheet, head to head with the spacing being either single-spaced, 1 1/2 spaced or double spaced utilizing no less than a size 12 font. This requirement also applies to all proposed subcontractors/team members.

a. Offeror shall submit its past performance reference listing citing the contract number, name and phone number of the contact, dollar amount, type of contract, period of performance and brief description of performance of related functions as defined in this Performance Work Statement (PWS) contract. The same applies to each subcontractor/team member. Offeror shall emphasize recent and relevant work performed in the past to conduct various planning investigations, studies, and project management services or any of the unique performance requirements defined in this acquisition's performance work statement. There shall be a maximum of ten references.

b. Offeror and each subcontractor/team member shall also submit copies of all its past performance evaluation reports issued for the past three years of performance on all relevant Government identified contracts.

c. Offeror shall submit a narrative explanation of each contract, for which references are provided, which demonstrates the extent of involvement, including scope of work, complexity and objectives achieved. Offeror shall emphasize recent and relevant work performed in the past for conducting various planning investigations, studies and project management services.

d. From your past experience, describe any of the lessons learned that you will incorporate in this acquisition.

Part 3-- Price and Proposal Documentation The price proposal, unlimited pages, must be submitted in an original and three paper copies. The dimensions of the paper are 8 ½ x 11 inches. Typing is permitted on both sides of the sheet, head to head with spacing being either single-spaced, 1 ½ spaced or double-spaced. The original should be signed in blue ink to clearly distinguish it from copies.

a. Sign and date copy of SF 33 and Schedule B: The offeror shall insert its proposed price for each CLIN in the spaces provided in Section B. SF 33 shall be appropriately completed and signed in blue ink (to differentiate original from copies). The offeror should confirm that the direct labor rates bid conform to the minimum applicable DOL wage determinations and/or collective bargaining agreements.

b. Complete all required representations and certifications.

c. Amendment(s) Acknowledgment - Include fully executed copies of amendments, as applicable.

L-2 PROPOSAL SUBMISSION.

A. All proposals delivered in response to this solicitation shall reflect the following information on the address label and shall arrive no later than the time and date stated on the SF 33:

- (1) Solicitation Number W912P8-08-R-0079
- (2) The legend, "To be delivered unopened to the Contract Specialist".

B. Submit your proposal to the following address (hand delivery including UPS, FedEx, etc.):

US Army Corps of Engineers
Attn: Patricia Leblanc (CEMVN-CT-P)
7400 Leake Ave., Room 163
New Orleans, LA 70118-3651

If offerors plan on hand delivering a proposal, please phone ahead to ensure someone is available at 504-862-2546.

Proposals may be mailed to the following address:

US Army Corps of Engineers
 Attn: Patricia Leblanc (CEMVN-CT-P)
 PO Box 60267
 New Orleans, LA 70160-0267

CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System (DUNS) Number	APR 2008
52.214-34	Submission Of Offers In The English Language	APR 1991
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data	OCT 1997
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993

CLAUSES INCORPORATED BY FULL TEXT

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

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

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing or written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

- (i) The solicitation number;
 - (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
 - (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
 - (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
 - (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- (3) Submission, modification, or revision, of proposals.
- (i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.
 - (ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--
- (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
 - (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
 - (3) It is the only proposal received.
- (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
 - (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
 - (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative

costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

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

(iv) A summary of the rationale for award.

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

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed price contract resulting from this solicitation.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(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 Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Kelly M. Gele', PO Box 60267, New Orleans, LA 70160-0267. Physical address: 7400 Leake Avenue, New Orleans, LA 70118.

(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)

Section M - Evaluation Factors for Award

EVALUATION CRITERIA

EVALUATION CRITERIA: The award will be based on the best value to the Government considering technical experience and professional qualifications, past performance, and pricing. The following evaluation factors shall be utilized:

TECHNICAL COMPETENCE:

1. Display or exhibit work experience of all personnel that have performed work similar in scope to that conducted by the US Army Corps of Engineers, New Orleans District.
2. Previous experience of organization and key personnel working together on projects of similar scope and magnitude.
3. General knowledge and experience in the arena of formulation studies and alternatives; water resource projects; incremental cost analyses, data inventory assessment and analysis; planning studies and facilitation; master planning; Brownfield redevelopment; water resources data management; and public involvement.
4. Experience of key personnel in performing work in related fields.

PROFESSIONAL QUALIFICATIONS:

1. Education of key personnel.

PAST PERFORMANCE:

1. Demonstrate past performance, knowledge, and geography of the New Orleans District locality in working with the Corps of Engineers, other Federal, Local, and State Agencies in similar type projects.

PRICING QUOTATION:

Offeror shall submit, in proposal, pricing for Schedule B including contract year one, year two and year three.

The offeror's cost/price proposal will not be rated or scored, but will be evaluated for realism and price reasonableness. The purpose of cost/price evaluation is to determine whether each offeror's proposal cost/price is realistic in relation to the solicitation and the technical proposal, and to provide an assessment of the reasonableness of the proposed price.

RELATIVE IMPORTANCE OF EVALUATION CRITERIA:

Criteria for Technical Experience and Professional Qualifications are of equal importance and more important than Past Performance. Technical Experience, Professional Qualifications and Past Performance when combined are significantly more important than price.

AWARD DECISION:

The award decision will be based upon a determination of best value to the government. The decision for award will be made on an integrated assessment of the evaluation results as a whole. When the lowest-priced proposal is rated highest on the other evaluation criteria, it is the apparent best value. Where the lowest-price proposal is not the highest rated in the other evaluation criteria, the government shall determine whether the difference in price is worth the difference in the other criteria. Award may be made to a technically superior, higher-priced proposal when it is determined that the technical difference is sufficiently significant to outweigh the price difference. Conversely, award may be made to a lower-priced proposal, lower technically rated proposal when it is determined that the cost premium involved in selecting a higher-priced proposal, higher rated proposal is not justified.