

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1   64
2. CONTRACT NO.	3. SOLICITATION NO. DACW33-03-R-0003	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 27 Nov 2002	6. REQUISITION/PURCHASE NO. W13G86-2220-6253		
7. ISSUED BY DEPT. OF THE ARMY N E DISTRICT, CORPS OF ENGINEERS 696 VIRGINIA ROAD CONCORD MA 01742-2751		CODE DACW33	8. ADDRESS OFFER TO (If other than Item 7)		CODE	
TEL: FAX:		<b>See Item 7</b>			TEL: FAX:	

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

**SOLICITATION**

9. Sealed offers in original and 2 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in \_\_\_\_\_ until 04:00 PM local time 13 Jan 2003  
(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 RACHAEL RAPOSA	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 978-318-8249	C. E-MAIL ADDRESS rachael.raposa@usace.army.mil
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**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.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NO (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE	18. OFFER DATE	

**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: <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (If other than Item 7)		CODE	25. PAYMENT WILL BE MADE BY		CODE
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE	

TEL:

EMAIL:

**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	Dredge Material Managemenet Program FFP	1	Lump Sum		
	Specific tasks and pricing information for work to be performed under this contract will be included in each Task Order. Certain cost and data information will be required to be provided with your proposal. Pricing should be provided in accordance with Section J, Attachment 1. Pricing identified in Attachment 1 will be used in developing proposal for task orders under this contract.				
	THIS IS A 100% SMALL BUSINESS SET-ASIDE BASE PERIOD - \$350,000.00 OPTION PERIOD 1 - \$325,000.00 OPTION PERIOD 2 - \$325,000.00 PURCHASE REQUEST NUMBER: W13G86-2220-6253				

## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

1. **PROJECT AUTHORITY.** Authority for this project is derived from the Clean Water Act and the Marine Protection, Research and Sanctuaries Act.

2. **PROJECT DESCRIPTION AND OBJECTIVES.** The services to be provided under this contract consist of those required to maintain the continuity and development aspects of New England District's Dredged Material Management Program including the DAMOS program, site designations, disposal site management, buoy maintenance, and other dredging related studies, for the purpose of supporting the Corps' regulatory and navigation support missions regarding dredging and disposal of dredged material.

The DAMOS (Disposal Area Monitoring System) Program is an interdisciplinary effort rather than a collection of separate tasks performed within distinctly separate disciplines. This interdisciplinary approach is essential to fully understand the interactions between physical, chemical, and biological parameters that occur following disposal operations, and to assess the impact of disposal on the ambient environment. It is a regional aquatic disposal monitoring program with a substantial degree of technical continuity resulting from nearly twenty years of data acquisition using standardized sampling techniques and calibrated instrumentation to ensure compatibility of measurements over time and between disposal sites. Although there is continuity within the program, DAMOS is also flexible, developmental, and innovative in order to be responsive to the specific requirements of a particular disposal operation and to maintain a state-of-the-art approach to environmental monitoring and disposal site management.

The objectives and milestones for each aspect of the program are established by the New England District with guidance of all principal investigators and the Corps managers to gain a clear understanding of the specific scientific problems to be addressed and the most effective approach to acquire the requisite data and assess disposal impact. The DAMOS program represents the Corps of Engineers' response to its mission of regulating aquatic disposal in terms of a scientific inquiry into environmental effects of that activity. As such, the program fully supports the regulatory program's ever changing needs.

Questions addressed by DAMOS include distribution and behavior of dredged material, relation of recovery process to biological succession, how much disturbance to permit at any one time, quantification of short- and long-term effects, capping issues, the necessity to separate normal variation from abnormal events, the identification of abnormal events, and others. Some or all of these concerns must be addressed for each major site through regular measurements and observation (of the types described in paragraph 4) made during periodic cruises (generally annually at heavily used sites) to approximately 10 sites in New England waters. These sites are in two tidal systems, at offshore locations ranging from northern Maine to western Connecticut, in depths from approximately 40 feet to in excess of 300 feet, and reach distances of up to 15 miles offshore. (See Exhibit A).

The extensive DAMOS data base relies on quality control and assurance programs. These cumulative data constitute the data base on which seasonal changes are assessed in comparison with nearby reference areas ultimately leading to conclusions with respect to the assessment of long term effects as required of the Corps by EPA and State regulations.

The DAMOS program is a learning experience. Constant feedback leads to continual variation in the field and laboratory activities and in refinements of procedures and equipment. Each interdisciplinary effort emerges as the product of prior activities, analyzed and deliberated by the team. Priorities frequently are rearranged causing schedules to be shifted; meanwhile, routine monitoring continues as an essential backdrop.

In addition to disposal site monitoring, site designation studies or studies of dredging impacts may be required. Site designation investigations involve collection, and analysis of baseline oceanographic data for potential disposal sites and synthesis of existing technical information. Dredging impacts studies may involve effects on physical, chemical, and biological facets of harbor or estuarine systems.

### 3. COORDINATION AND PROSECUTION OF WORK.

a. Throughout the duration of this contract it is essential that close coordination be maintained for the proper administration of contract services. The Contracting Officer and the Contractor will each designate, by name and by position, the respective individuals to serve in those coordinating positions. The primary representative of the Contracting Officer will be known as the Program Manager.

b. During the prosecution of the work, the Contractor shall keep in close liaison with the Program Manager who will coordinate the work with other agencies. All requests made to the Contractor by any interest relative to the status of this investigation and/or report due, or to any conclusions reached herein shall be referred to the Program Manager for response by the Contracting Officer.

c. All work shall be in accordance with the instructions furnished by the Contracting Officer.

d. The Contractor shall make any correction to the work accomplished hereunder, as may be required because of errors and omissions on the part of the Contractor.

e. Miscellaneous Supplies and Equipment. Miscellaneous supplies and equipment shall be limited to buoy repair parts, truck rental, and expendable equipment necessary to conduct field and office tasks, such as sample jars, sample preservation supplies, core tubing, or 35mm slide preparation; they shall require approval of the Contracting Officer before such supplies or equipment can be procured; and these supplies shall be specified along with their estimated cost in each Delivery Order. When miscellaneous supplies are procured, the Contractor shall abide

by their Subcontracting Plan and purchase any supplies from small and small disadvantaged businesses.

4. GENERAL STATEMENT OF SERVICES. The Contractor shall provide services pursuant to statements of work contained in subsequent Delivery Orders. Delivery Orders may be issued for, but are not limited to, the efforts described below:

a. Navigation Control for All Sampling and Surveys

- (1) Microwave Navigation
- (2) LORAN-C Navigation
- (3) Global Positioning Satellite Navigation (GPS)
- (4) Computerized Navigation System
  - ± 5 meter accuracy
  - Real time helmsman control
  - Real time plot
  - Recording of data
  - Disc storage
  - Computer printout

b. Depth Measurement

- (1) Precision Survey Control
  - 25-200 m lane spacing with ship position maintained no more than 10 m from lane.
  - + or - 10cm accuracy in 100 m of water
- (2) Standard hydrographic survey procedures
- (3) Multi-frequency survey procedures
  - 3, 5, 7, 12, 24 and 200 khz to provide high resolution and sub-bottom measurement at any depth
- (4) Standard 24 and 200 khz survey operations
- (5) Side scan sonar operations
  - Continuous positioning of sonar, with coverage from 50-500m
  - 100 – 600 khz capability
  - Search operations for instrumentation of specific features
  - Survey operations to determine bottom sediment characteristics

c. Navigation and Depth Measurement Analysis

- (1) Calibration of Loran-C to provide absolute accuracy of  $\pm 20\text{m}$  for control of disposal operations, bioassay sampling or instrumentation deployment and recovery
- (2) Development of accurate small scale charts for operations in a specific area with position control lines included
- (3) Development of:
  - (a) Corrected depth profile charts
  - (b) Corrected depth smooth sheets
  - (c) Contoured depth charts
  - (d) Volume difference calculations
  - (e) Contoured depth difference plots
- (4) Comparison of sequential data for evaluation of small and large scale changes in bottom topography
- (5) Interpretation and mapping of side scan sonar records for hazard location, condition surveys or search and recovery operations

#### d. Physical Oceanographic Measurements

- (1) Temperature salinity profiling for correction of depth measurements, general seasonal site characterization, stratification measurements for disposal models and biological condition assessment
- (2) Long term current measurements
  - (a) Vertical current profiles
  - (b) Bottom current measurements
  - (c) Drogue studies
  - (d) Tidal height measurements
- (3) Short term turbulence measurements
  - (a) Triaxial bottom boundary layer measurements
  - (b) Wave Spectra measurements
- (4) Current meter analysis
  - (a) Standard analysis package
  - (b) Speed-direction plots
  - (c) Progressive vector plots
  - (d) Tidal ellipse analysis

- (e) Highest IOX speed analysis
- (f) Shear stress calculation for current and wave regimes
- (g) Develop relationship between wind, speed, tidal currents, wave spectra storm surge, etc. and bottom stress

(5) Suspended Solids and Turbidity Measurements

e. Sediment Properties

(1) Critical erosion properties

Physical properties - cohesion  
grain size  
micro topography

Chemical properties - contaminant content of suspended sediment  
Biological properties - effect of benthic biota on sediment stability

(2) Sediment Sampling

Smith-McIntyre grabs with three or more replicates within 5 meter radius of sample point  
Diver obtained cores at specific points based on in-situ visual observations  
Piston, gravity or vibration cores as required for assessment of physical, chemical properties of sediment  
Sediment profile camera photographs to a 20 cm sediment depth

(3) Analysis of sediment properties

Maintenance of samples in specified conditions for transport to labs  
Interpretation of physical characteristics - Grain size, stratigraphy, particulate analysis  
Interpretation of chemical properties  
Bulk analysis of heavy metals, organics, organohalogens  
Determine potential for biologic uptake and contamination  
Determine distribution of dredged material based on contrasts between natural sediment and dredged material

f. In-situ Observations

(1) Observations of physical character of in-situ dredged material  
Distribution of dredged material  
Microtopographic features  
Erosive and/or depositional indicators  
Macrobenthic effects  
General confirmation of remote measurements

- (2) Observation of benthic regime - Epibenthic net collections
  - Motile mega and macrobenthic species observations and behavior analysis relative to disposal site (i.e. predation, bioturbation, burrowing, etc.)
  - Observation of rare species, particularly those difficult to sample with grabs
- (3) Sediment transport observations
  - Evaluation of disposal-site surface dynamics in conjunction with boundary layer and sediment stability programs
  - Characterization of effects of currents and wave action on dredged material
- (4) In-situ determination of dredged material mound periphery and monitoring of the margin through deployment of sediment stakes, transect lines, etc.
- (5) Sediment chemistry sampling
  - Discrete samples of specific features such as clay mounds, dredged material matrix, etc. for bulk chemical analysis
  - Sediment profile sampling at margins to document stratigraphy
- (6) Photographic surveys
  - Conduct transects across important areas with still cameras, motion picture cameras and television to evaluate spatial distribution of disposed material
- (7) General diving requirements - Provide diver assistance as needed for assessment of in-situ conditions, deployment and retrieval of instrumentation and specific sampling as necessary

g. Biological Monitoring

- (1) Obtain and analyze benthic biological samples for description and observation of benthic population and community structure
  - Sample and analyze replicates of benthic population for determination of:
    - Dominant species
    - Population density
    - Community structures, etc.
  - Document changes in population relative to disposal operations
  - Obtain sediment profile camera photographs to 20 cm sediment depth
  - Define species most useful for field or laboratory bioassay-bioaccumulation procedures and sample for these when required
- (2) Assess Bioaccumulation Potential

Conduct periodic sampling to determine uptake rates and bioaccumulation potential resulting from disposal operations  
Perform heavy metal, organic contaminant analyses on samples obtained using previously developed and calibrated procedures and instrumentation  
Interpret results of heavy metal and organic contaminant analyses in terms of impact on species or communities

- (3) Assess biological conditions using sediment profile photography  
Determine RPD depths, colonization state

#### h. Fisheries Assessment and Risk Analysis

- (1) Through in-situ observations and remote sampling, evaluate the effect of dredging and disposal operations on commercially important fin and shellfish populations and define procedures and/or management actions to reduce risk
- (2) Conduct field sampling programs to assess impacts to fishery resources in the vicinity of dredged material disposal sites.
- (3) Conduct risk assessments of dredged material disposal activities on fishery resources.

#### i. Technical Direction and Consultation

- (1) Attend and Support NAE management meetings addressing DAMOS and other dredging programs
- (2) Attend and represent the NAE at public meetings and hearings as required
- (3) Attend interagency meetings with other Governmental organizations as required
- (4) Testify at court proceedings and/or Congressional hearings as required

#### j. Water Sampling Program

Conduct sampling of water column over disposal sites and at other areas of interest to develop background levels of heavy metals and organic contaminants (PCBs, PAHs etc), and to evaluate potential changes due to impact of disposal operations

#### k. Reporting

- (1) Provide progress reports at significant milestones of the program. Provide synthesis documents for the general public, as requested in delivery orders.
- (2) Reports reflecting the work accomplished under individual delivery orders will be provided as specified in the delivery orders. Reports will be reviewed by the Program Manager and edited for revision and resubmission in final form. Following review and final editing, DAMOS reports are published by the New England District and are distributed to a mailing list of interested individuals and agencies. Final reports are to be accompanied by compatible electronic data files.
- (4) Professional publications and presentation of papers at regional, national, or international meetings will be encouraged.
- (5) Reports will be consistent with the format of previous DAMOS contributions and cover all aspects of field and laboratory efforts including an interpretation of significance of acquired data.

#### 1. Dredging and Disposal Management

- (1) Assist in site designation and disposal management through baseline and dredging impact surveys, design of disposal operations, and deployment, retrieval, and repair of disposal buoys.
- (2) Work with NAE regulatory personnel to continue development of a disposal monitoring/management plan that integrates data from field observations to assist in disposal management decisions.
- (3) Maintain and/or update DAMOS data base stored on the computer system located at NAE headquarters in Concord, MA.

5. **PROJECT CRITERIA AND INSTRUCTIONS.** Throughout the execution of the work, the Contractor shall employ generally accepted internal and external quality control procedures to guarantee reliable results. A QA/QC plan will be provided to the Contracting Officer within two months of the Award of the contract. The QA/QC report should discuss the contractor's general approach to QA/QC and in particular should focus on items in Section C.4. a-h, j, and k. Field and laboratory operations shall be made available for inspection by Corps of Engineers personnel at any time during the contract period upon the request of the Contracting Officer.

6. **ITEMS TO BE PROVIDED BY THE CONTRACTOR.** The Contractor shall be responsible for the security at, and of, the monitoring installations set-up by the Contractor. Security at the installation shall be adequate to insure timely data collection to satisfy the provisions of this contract and so as not to endanger the general public.

7. **QUALITY CONTROL.** The Contractor is responsible for quality control. Although submissions required by this contract are technically reviewed by the Government, it is emphasized that the Contractor's work must be prosecuted using proper internal controls and review procedures. The letter of transmittal for each submission shall include a certification that the submission has been subjected to the Contractor's own review and coordination procedures to insure (a) completeness for each discipline commensurate with the level of effort required for that submission, (b) elimination of conflicts, errors and omissions, and (c) the overall professional and technical accuracy of the submission. Documents which are significantly deficient in any of these areas will be returned for correction and/or upgrading at the Contractors expense prior to Government acceptance. Contract submission dates will not be extended if a resubmission of draft material is required for this reason. The Contractor and associates, if any, shall have the professional competency and technical expertise necessary to accomplish this project in a satisfactory manner.

8. **CONFERENCES.** During the progress of the work, the Contractor shall confer with the Program Manager as necessary to assure timely and accurate reporting and approval of all completed work.

9. **RELEASE OF DATA.** All data, reports, and materials obtained as a result of this contract shall become the property of the U.S. Government and shall be turned over to the Contracting Officer upon completion of the contract.

10. **REPORT REVISIONS/CORRECTIONS.** Results of all reviews by NAE will be furnished to the Contractor in the form of written comments and marked-up material. The Contractor will then be required to incorporate the agreed upon written comments into the report material, and any comments due to errors or inconsistencies in the report shall be made by the Contractor at their own expense. If changes in criteria and/or additions are required beyond the original scope of work and services, the Contractor shall be notified in writing and adjustment in the scope and cost will be made to cover the additional work required. Any such additional work executed by the Contractor without the appropriate written notice is undertaken at their own risk.

11. **RESPONSIBILITY FOR WORK.** The Contractor shall be responsible for all damages, to persons and property, including the Government furnished equipment listed in paragraph 14, that occur as a result of action, by the Contractor employees in connection with prosecution of the work. The Contractor shall hold the Government free from claims and suits for damages as the result of this work. The Contractor shall undertake all work following all safety regulations, including diving.

12. **MATERIAL TO BE PROVIDED BY THE GOVERNMENT.**

- a. Appropriate background data, chart, sketches, and diagrams, of the study areas
- c. Standard format for reports
- d. Corps of Engineers, Safety Regulations, including Diving.

13. GOVERNMENT FURNISHED EQUIPMENT PROVIDED UNDER THE DAMOS PROGRAM (provided to Contractor A).

Acquisition Cost

a. Surface Marker Buoys (8)	\$75,000.00
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## Section E - Inspection and Acceptance

## CLAUSES INCORPORATED BY FULL TEXT

## 52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

- (a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.
- (f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(End of clause)

Section F - Deliveries or Performance

DELIVERY INFORMATION

DELIVERY OR PERFORMANCE REQUIREMENTS WILL BE CITED IN EACH INDIVIDUAL TASK ORDER.

BASE PERIOD OF SERVICE SHALL BE ONE YEAR FROM DATE OF AWARD. EACH OPTION PERIOD IS ALSO FOR ONE YEAR. OPTIONS MAY BE EXERCISED AT ANY TIME WITHIN THE ORDERING PERIOD IN LESS THAN A ONE YEAR INCREMENT.

Section G - Contract Administration Data

CONTRACT ADMIN DATA

ADDRESSEE WHERE INVOICES SHOULD BE SUBMITTED AND APPLICABLE PAYMENT OFFICE WILL BE CITED IN EACH INDIVIDUAL TASK ORDER.

## Section H - Special Contract Requirements

## 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 beyond the period set forth in individual task orders.

(End of clause)

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

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

(End of clause)

## 52.236-13 ACCIDENT PREVENTION (NOV 1991)

- (a) The Contractor shall provide and maintain work environments and procedures which will
- (1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;
  - (2) avoid interruptions of Government operations and delays in project completion dates; and
  - (3) control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall-

- (1) Provide appropriate safety barricades, signs, and signal lights;
- (2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and
- (3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(End of clause)

52.236-4004 INSURANCE REQUIRED

In accordance with CONTRACT CLAUSE titled "INSURANCE – WORK ON A GOVERNMENT INSTALLATION" the Contractor shall procure and maintain during the entire period of his performance under this contract the following kinds and minimum amounts of insurance:

TYPE	AMOUNT
Workmen's Compensation and Employers' Liability Insurance The Contractor shall comply with all applicable Workmen's Compensation Statutes and shall furnish evidence of Employers' Liability Insurance.	Not less than \$100,000
General Liability Insurance Bodily injury liability insurance on the comprehensive form of policy.	Minimum limits of \$500,000 per accident
Automobile Liability Insurance damage liability insurance on the comprehensive form of policy and shall cover the operation of all automobiles used in performance of the contract.	Minimum limits of \$200,000 per person and \$500,000 per accident \$20,000 per accident For property damage.

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
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
52.219-6	Notice Of Total Small Business Set-Aside	JUL 1996
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-3	Convict Labor	AUG 1996
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	MAY 1989
52.222-44	Fair Labor Standards And Service Contract Act - Price Adjustment	FEB 2002
52.223-6	Drug Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.229-3	Federal, State And Local Taxes	JAN 1991
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	JUL 2002

52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.244-6	Subcontracts for Commercial Items	MAY 2002
52.245-1	Property Records	APR 1984
52.245-2	Government Property (Fixed Price Contracts)	DEC 1989
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	SEP 1996
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises--DoD Contracts	SEP 2001
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.245-7001	Reports Of Government Property	MAY 1994
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

##### 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principles, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

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

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

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

Secretary II	\$11.06
Typist II	\$8.03
Biological Technician	\$13.79
Program Manager	\$20.65
Hydrographic Surveyor	\$13.28

(End of clause)

52.229-5 TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (APR 1984)

The term "local taxes," as used in the Federal, State, and local taxes clause of this contract, includes taxes imposed by a possession of the United States or by Puerto Rico.

(End of clause)

52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including

this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

(End of clause)

52.232-25 PROMPT PAYMENT (FEB 2002)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Due date. (i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract

payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal

holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

- (i) The designated billing office received a proper invoice.
- (ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.
- (iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

- (A) The Government owes an interest penalty of \$1 or more;
  - (B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and
  - (C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.
- (ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

- (1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;
- (2) Attach a copy of the invoice on which the unpaid late payment interest is due; and
- (3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(End of clause)

#### 52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

#### 52.244-2 SUBCONTRACTS (AUG 1998)

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

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

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(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

- (i) A description of the supplies or services to be subcontracted.
  - (ii) Identification of the type of subcontract to be used.
  - (iii) Identification of the proposed subcontractor.
  - (iv) The proposed subcontract price.
  - (v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
  - (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
  - (vii) A negotiation memorandum reflecting--
    - (A) The principal elements of the subcontract price negotiations;
    - (B) The most significant considerations controlling establishment of initial or revised prices;
    - (C) The reason cost or pricing data were or were not required;
    - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
    - (E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
    - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
    - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.
- (g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--
- (1) Of the acceptability of any subcontract terms or conditions;
  - (2) Of the allowability of any cost under this contract; or
  - (3) To relieve the Contractor of any responsibility for performing this contract.

- (h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
- (i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.
- (j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.
- (k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

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(End of clause)

52.248-1 VALUE ENGINEERING (FEB 2000) - ALTERNATE III (APR 1984)

- (a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.
- (b) Definitions. "Acquisition savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--
- (1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;
  - (2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and
  - (3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units scheduled for delivery during the sharing period. If this contract is a multiyear contract, future contract savings include savings on quantities funded after VECP acceptance.
- "Collateral costs," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.
- "Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.
- "Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either (1) throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated or (2) to the calculation of a lump-sum payment, which cannot later be revised.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

"Sharing period," as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at the later of (1) 3 years after the first unit affected by the VECP is accepted or (2) the last scheduled delivery date of an item affected by the VECP under this contract's delivery schedule in effect at the time the VECP is accepted.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that--

- (1) Requires a change to this, the instant contract, to implement; and
- (2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--
  - (i) In deliverable end item quantities only;

(ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

(iii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) Identification of the unit to which the VECP applies.

(4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) Government action. (1) The Contracting Officer shall notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer shall notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer shall notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in

accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon (1) this contract's type (fixed-price, incentive, or cost-reimbursement), (2) the sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule), and (3) the source of the savings (the instant contract, or concurrent and future contracts), as follows:

**CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS**  
(Figures in percent)

Contract Type	Incentive (Voluntary)		Program Requirement (Mandatory)	
	Instant Contract Rate	Concurrent and Future Contract Rate	Instant Contract Rate	Concurrent and Future Contract Rate
Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts)	(1) 50	(1) 50	(1) 25	25
Incentive (fixed-price or cost) (other than award fee)	(2)	(1) 50	(1) 50	25
Cost-reimbursement (includes cost-plus-award-fee; excludes other cost-type incentive Contracts)	(3) 25	(3)	15	15

- (1) The Contracting Officer may increase the Contractor's sharing rate to as high as 75 percent for each VECP.
- (2) Same sharing arrangement as the contract's profit or fee adjustment formula.
- (3) The Contracting Officer may increase the Contractor's sharing rate to as high as 50 percent for each VECP.

(g) Calculating net acquisition savings.

(1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts--add to contract price.

(ii) Cost-reimbursement contracts--add to contract fee.

(i) Concurrent and future contract savings.

(1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by (i) subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset and (ii) multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by (i) multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period, (ii) subtracting any Government costs or negative instant contract savings not yet offset, and (iii) multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.

(5) Alternate no-cost settlement method. When, in accordance with subsection 48.104-3 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(k) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(l) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering clause of contract . . . . . , shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(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://www.arnet.gov/far>

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

<http://www.hq.usace.army.mil/cepr/asp/library/efar.asp>

<http://dasapp.saalt.army.mil/Documents/AFARS%20conformed.doc>

(End of clause)

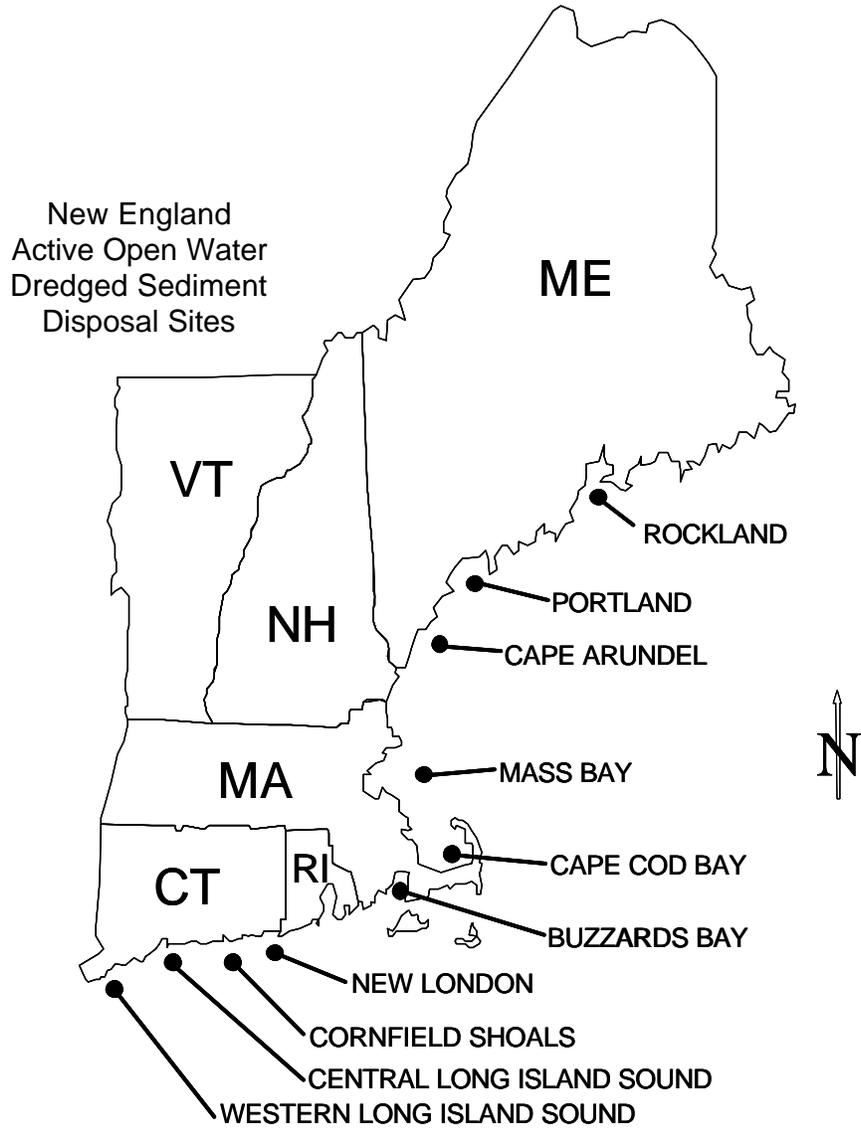
Section J - List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS

LSIT OF ATTACHMENTS

- |              |   |                      |
|--------------|---|----------------------|
| ATTACHMENT A | - | NEW ENGLAND SITE MAP |
| ATTACHMENT B | - | WAGE RATES           |

Exhibit A



ATTACHMENT B - WAGE RATES

		BASE PERIOD		
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT
PRICE	AMOUNT			
	Furnish all necessary services and equipment to accomplish various tasks under the Dredged Material Management Plan. All work shall be performed in accordance with SECTION C, DESCRIPTION/SPECIFICATIONS/WORK STATEMENT as ordered under individual Delivery Orders issued hereunder.			
1.	Senior Marine Ecologist	1	HR	
2.	Junior Marine Ecologist	1	HR	
3.	Marine Benthic Ecologist	1	HR	
4.	Junior Marine Benthic Ecologist	1	HR	
5.	Physical Oceanographer	1	HR	
6.	Junior Physical Oceanographer	1	HR	
7.	Geological Oceanographer	1	HR	
8.	Junior Geological Oceanographer	1	HR	
9.	Chemical Oceanographer	1	HR	
10.	Junior Chemical Oceanographer	1	HR	
11.	Biological Oceanographer	1	HR	
12.	Junior Biological Oceanographer	1	HR	
13.	Biochemist	1	HR	
14.	Fishery Biologist	1	HR	
15.	Biological Statistician	1	HR	
16.	Senior Chemist	1	HR	
17.	Chemist	1	HR	
18.	Acoustic Engineer	1	HR	
19.	Electronics Engineer	1	HR	
20.	Ocean Engineer	1	HR	
21.	Project Manager	1	HR	
22.	Surveyor (Hydrographic)	1	HR	
23.	Editor (Writer)	1	HR	
24.	Computer Scientist	1	HR	
25.	Computer Programmer	1	HR	
26.	Computer Technician	1	HR	
27.	Administrative Assistant	1	HR	
28.	Clerk-Typist	1	HR	
29.	Key Entry Operator	1	HR	
30.	Scientific Diver	1	HR	
31.	Biological Technician	1	HR	
32.	Chemical Technician	1	HR	
33.	Invertebrate Taxonomist	1	HR	
34.	Junior Invertebrate Taxonomist	1	HR	
35.	Geological Technician	1	HR	
36.	Engineering Technician	1	HR	
37.	Electronics Technician	1	HR	
38.	Per Diem	1	DAY	

39.	Vehicular Travel	1	MI
40.	Research Vessel minimum 65 Ft., manned by a licensed captain and one engineer/deckhand and equipped with a radio Depth Finder, Loran-C Position Indicator and Diver Ladder (capacity to 350 Ft. for trawls, grabs, etc.)	1	DAY
41.	Research Vessel minimum 100 Ft., manned by a licensed captain and at least two engineers/deckhands and equipped with a radio, Depth Finder, Loran-C Position Indicator and Diver Ladder (capacity to 350 Ft, for trawls, grabs, etc.). Vessel is to have sufficient berths for a survey crew of six.	1	DAY
42.	Work Boat minimum 35 Ft., manned by an operator and equipped with a radio, Depth Finder, Loran-C Position Indicator, sampling davit and motorized winch.	1	DAY
43.	Workboat, minimum 20 ft equipped with sampling davit and motorized winch.	1	DAY
44.	Microwave Positioning System	1	DAY
45.	LORAN-C Positioning System	1	DAY
46.	Computer Based Navigation and Data Acquisition System (System should be capable of providing real time, accurate position (+/- 1m) of a surface vessel and/or ROV using Loran-C and GPS or a microwave positioning system and simultaneously recording environmental data, including bathymetry, turbidity and current flow)	1	DAY
47.	Precision Survey Fathometer	1	DAY
48.	Multibeam Fathometer System	1	DAY
49.	Sub-bottom Profiler	1	DAY
50.	Seafloor Characterization System (system which collects high resolution, narrow beam, low frequency (<30kHz), acoustic data to correlate with sediment acoustic and physical properties)	1	DAY
51.	Swept Frequency Subbottom Acoustic Profiler	1	DAY
52.	Acoustic Profiler Analysis System (System should be capable of producing various 2D and 3D maps of acoustic data correlated with physical data such as grain size and density.)	1	DAY

53.	Smith MacIntyre Grab Sampler	1	DAY
54.	Box Corer	1	DAY
55.	Piston Corer	1	DAY
56.	Gravity Corer		
57.	Vibracorer	1	DAY
58.	Standard Biological Sieves (1mm, 0.5mm, 0.3mm)	1	DAY
59.	Sediment-water Interface Camera	1	DAY
60.	Atomic Absorption Spectrophotometer	1	HR
61.	Gas Chromatograph/Mass Spectrometer	1	HR
62.	Gas Chromatograph	1	HR
63.	Bottom Boundary Layer Instrumentation Array (Array includes pressure wave recorder, dual axis electromagnetic current meter, suspended material concentration sensor, data logger capable of variable sampling schemes, [e.g. burst and sequential] and must have the capability for unattended operation for a period of one month)	1	DAY
64.	Direct Reading Current Meter	1	DAY
65.	Digital Recording Current Meter with no moving external sensors (acoustic, electromagnetic, or vane sensors)	1	DAY
66.	Acoustic Doppler Current Profiler (Recording)	1	DAY
67.	Acoustic Doppler Current Profiler (Direct Reading)	1	DAY
68.	Conductivity, Temperature, and Dissolved Oxygen Probe	1	DAY
69.	Seafloor Deployable Pressure Gauge		
70.	Transmissometer	1	DAY
71.	Underwater Movie Camera	1	DAY
72.	Underwater 35mm Camera	1	DAY
73.	Benthic Sled and Video Camera	1	DAY
74.	SCUBA Equipment (sufficient to completely outfit 3 Divers)	1	DAY
75.	Minicomputer (Workstation)	1	DAY
76.	Desktop Computer	1	DAY
77.	Gill Net	1	DAY
78.	Bottom Fish Trawl	1	DAY
79.	Mid-Water Fish Trawl	1	DAY
80.	Seine Net	1	DAY
81.	Plankton Net	1	DAY
82.	Image Analysis System	1	HR

83.	Digital Recording Side Scan Sonar System (towfish, cable, and recorder)	1	DAY
84.	Research-quality Microscope	1	DAY
85.	Sample Preparation	1	HR

Overhead Rates (Percentage of Direct Labor)

Direct Labor \_\_\_\_\_ %  
 General and Administrative \_\_\_\_\_ %

\* Profit will be negotiated for each individual task order based upon the type of work and complexity in accordance with FAR Part 15.404-4

Note: Please provide an example of how your Overhead Rates and any other multipliers are applied.

Note: Field equipment pricing should be based on actual use days and not port-to-port

\* When air travel is required in connection with a delivery order issued under the contract, reimbursement for actual airfare will be made under said Delivery Order. Contractor shall obtain lowest rate possible for airfare

\*\*When Miscellaneous Supplies are required in connection with a Delivery Order issued under the contract, reimbursement for actual Miscellaneous Supplies will be made under said Delivery Order. (See SECTION C, paragraph 3.e. for description of Miscellaneous Supplies.)

NOTE: All equipment is to be complete, powered, and ready for use within 24 hours of notification of need.

Delivery Orders will consist of any combination of items deemed necessary to accomplish required work for a particular project.

The Government's minimum obligation under this contract is \$7,000.00 for The base period and \$3,250.00 for each option period. The contract ceiling Including both option periods is \$1,000,000.00. Task Orders shall not exceed this Maximum Cumulative Amount.

At the option of the Government these services may be required for two additional one year periods, (Refer to Section H, SPECIAL CONTRACT REQUIREMENTS, PARAGRAPH H.3)

ADDRESS TO WHICH PAYMENT SHOULD BE MAILED.

The address to which payment should be mailed, should be listed below, if different from that shown for the bidder on the face of the bid.

## OPTION PERIOD ONE

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT
PRICE	AMOUNT			
	Furnish all necessary services and equipment to accomplish various tasks under the Dredged Material Management Plan. All work shall be performed in accordance with SECTION C, DESCRIPTION/SPECIFICATIONS/WORK STATEMENT as ordered under individual Delivery Orders issued hereunder.			
1.	Senior Marine Ecologist	1	HR	
2.	Junior Marine Ecologist	1	HR	
3.	Marine Benthic Ecologist	1	HR	
4.	Junior Marine Benthic Ecologist	1	HR	
5.	Physical Oceanographer	1	HR	
6.	Junior Physical Oceanographer	1	HR	
7.	Geological Oceanographer	1	HR	
8.	Junior Geological Oceanographer	1	HR	
9.	Chemical Oceanographer	1	HR	
10.	Junior Chemical Oceanographer	1	HR	
11.	Biological Oceanographer	1	HR	
12.	Junior Biological Oceanographer	1	HR	
13.	Biochemist	1	HR	
14.	Fishery Biologist	1	HR	
15.	Biological Statistician	1	HR	
16.	Senior Chemist	1	HR	
17.	Chemist	1	HR	
18.	Acoustic Engineer	1	HR	
19.	Electronics Engineer	1	HR	
20.	Ocean Engineer	1	HR	
21.	Project Manager	1	HR	
22.	Surveyor (Hydrographic)	1	HR	
23.	Editor (Writer)	1	HR	
24.	Computer Scientist	1	HR	
25.	Computer Programmer	1	HR	
26.	Computer Technician	1	HR	
27.	Administrative Assistant	1	HR	
28.	Clerk-Typist	1	HR	
29.	Key Entry Operator	1	HR	
30.	Scientific Diver	1	HR	
31.	Biological Technician	1	HR	
32.	Chemical Technician	1	HR	
33.	Invertebrate Taxonomist	1	HR	
34.	Junior Invertebrate Taxonomist	1	HR	
35.	Geological Technician	1	HR	
36.	Engineering Technician	1	HR	
37.	Electronics Technician	1	HR	
38.	Per Diem	1	DAY	
39.	Vehicular Travel	1	MI	
40.	Research Vessel minimum 65 Ft., manned by			

	a licensed captain and one engineer/deckhand and equipped with a radio Depth Finder, Loran-C Position Indicator and Diver Ladder (capacity to 350 Ft. for trawls, grabs, etc.)	1	DAY
41.	Research Vessel minimum 100 Ft., manned by a licensed captain and at least two engineers/deckhands and equipped with a radio, Depth Finder, Loran-C Position Indicator and Diver Ladder (capacity to 350 Ft, for trawls, grabs, etc.). Vessel is to have sufficient berths for a survey crew of six.	1	DAY
42.	Work Boat minimum 35 Ft., manned by an operator and equipped with a radio, Depth Finder, Loran-C Position Indicator, sampling davit and motorized winch.	1	DAY
43.	Workboat, minimum 20 ft equipped with sampling davit and motorized winch.	1	DAY
44.	Microwave Positioning System	1	DAY
45.	LORAN-C Positioning System	1	DAY
46.	Computer Based Navigation and Data Acquisition System (System should be capable of providing real time, accurate position (+/- 1m) of a surface vessel and/or ROV using Loran-C and GPS or a microwave positioning system and simultaneously recording environmental data, including bathymetry, turbidity and current flow)	1	DAY
47.	Precision Survey Fathometer	1	DAY
48.	Multibeam Fathometer System	1	DAY
49.	Sub-bottom Profiler	1	DAY
50.	Seafloor Characterization System (system which collects high resolution, narrow beam, low frequency (<30kHz), acoustic data to correlate with sediment acoustic and physical properties)	1	DAY
51.	Swept Frequency Subbottom Acoustic Profiler	1	DAY
52.	Acoustic Profiler Analysis System (System should be capable of producing various 2D and 3D maps of acoustic data correlated with physical data such as grain size and density.)	1	DAY
53.	Smith MacIntyre Grab Sampler	1	DAY
54.	Box Corer	1	DAY
55.	Piston Corer	1	DAY

56.	Gravity Corer		
57.	Vibracorer	1	DAY
58.	Standard Biological Sieves (1mm, 0.5mm, 0.3mm)	1	DAY
59.	Sediment-water Interface Camera	1	DAY
60.	Atomic Absorption Spectrophotometer	1	HR
61.	Gas Chromatograph/Mass Spectrometer	1	HR
62.	Gas Chromatograph	1	HR
63.	Bottom Boundary Layer Instrumentation Array (Array includes pressure wave recorder, dual axis electromagnetic current meter, suspended material concentration sensor, data logger capable of variable sampling schemes, [e.g. burst and sequential] and must have the capability for unattended operation for a period of one month)	1	DAY
64.	Direct Reading Current Meter	1	DAY
65.	Digital Recording Current Meter with no moving external sensors (acoustic, electromagnetic, or vane sensors)	1	DAY
66.	Acoustic Doppler Current Profiler (Recording)	1	DAY
67.	Acoustic Doppler Current Profiler (Direct Reading)	1	DAY
68.	Conductivity, Temperature, and Dissolved Oxygen Probe	1	DAY
69.	Seafloor Deployable Pressure Gauge		
70.	Transmissometer	1	DAY
71.	Underwater Movie Camera	1	DAY
72.	Underwater 35mm Camera	1	DAY
73.	Benthic Sled and Video Camera	1	DAY
74.	SCUBA Equipment (sufficient to completely outfit 3 Divers)	1	DAY
75.	Minicomputer (Workstation)	1	DAY
76.	Desktop Computer	1	DAY
77.	Gill Net	1	DAY
78.	Bottom Fish Trawl	1	DAY
79.	Mid-Water Fish Trawl	1	DAY
80.	Seine Net	1	DAY
81.	Plankton Net	1	DAY
82.	Image Analysis System	1	HR
83.	Digital Recording Side Scan Sonar System (towfish, cable, and recorder)	1	DAY
84.	Research-quality Microscope	1	DAY

85. Sample Preparation 1 HR

Overhead Rates (Percentage of Direct Labor)

Direct Labor \_\_\_\_\_%

General and Administrative \_\_\_\_\_%

\* Profit will be negotiated for each individual task order based upon the type of work and complexity in accordance with FAR Part 15.404-4

Note: Please provide an example of how your Overhead Rates and any other multipliers are applied.

Note: Field equipment pricing should be based on actual use days and not port-to-port

\* When air travel is required in connection with a delivery order issued under the contract, reimbursement for actual airfare will be made under said Delivery Order. Contractor shall obtain lowest rate possible for airfare

\*\*When Miscellaneous Supplies are required in connection with a Delivery Order issued under the contract, reimbursement for actual Miscellaneous Supplies will be made under said Delivery Order. (See SECTION C, paragraph 3.e. for description of Miscellaneous Supplies.)

NOTE: All equipment is to be complete, powered, and ready for use within 24 hours of notification of need.

Delivery Orders will consist of any combination of items deemed necessary to accomplish required work for a particular project.

The Government's minimum obligation under this contract is \$7,000.00 for the base period and \$3,250.00 for each option period. The contract ceiling including both option periods is \$1,000,000.00. Task Orders shall not exceed this Maximum cumulative amount.

At the option of the Government these services may be required for two additional one year periods, (Refer to Section H, SPECIAL CONTRACT REQUIREMENTS, PARAGRAPH H.3)

ADDRESS TO WHICH PAYMENT SHOULD BE MAILED.

The address to which payment should be mailed, should be listed below, if different from that shown for the bidder on the face of the bid.

## OPTION PERIOD TWO

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT
PRICE	AMOUNT			
	Furnish all necessary services and equipment to accomplish various tasks under the Dredged Material Management Plan. All work shall be performed in accordance with SECTION C, DESCRIPTION/SPECIFICATIONS/WORK STATEMENT as ordered under individual Delivery Orders issued hereunder.			
1.	Senior Marine Ecologist	1	HR	
2.	Junior Marine Ecologist	1	HR	
3.	Marine Benthic Ecologist	1	HR	
4.	Junior Marine Benthic Ecologist	1	HR	
5.	Physical Oceanographer	1	HR	
6.	Junior Physical Oceanographer	1	HR	
7.	Geological Oceanographer	1	HR	
8.	Junior Geological Oceanographer	1	HR	
9.	Chemical Oceanographer	1	HR	
10.	Junior Chemical Oceanographer	1	HR	
11.	Biological Oceanographer	1	HR	
12.	Junior Biological Oceanographer	1	HR	
13.	Biochemist	1	HR	
14.	Fishery Biologist	1	HR	
15.	Biological Statistician	1	HR	
16.	Senior Chemist	1	HR	
17.	Chemist	1	HR	
18.	Acoustic Engineer	1	HR	
19.	Electronics Engineer	1	HR	
20.	Ocean Engineer	1	HR	
21.	Project Manager	1	HR	
22.	Surveyor (Hydrographic)	1	HR	
23.	Editor (Writer)	1	HR	
24.	Computer Scientist	1	HR	
25.	Computer Programmer	1	HR	
26.	Computer Technician	1	HR	
27.	Administrative Assistant	1	HR	
28.	Clerk-Typist	1	HR	
29.	Key Entry Operator	1	HR	
30.	Scientific Diver	1	HR	
31.	Biological Technician	1	HR	
32.	Chemical Technician	1	HR	
33.	Invertebrate Taxonomist	1	HR	
34.	Junior Invertebrate Taxonomist	1	HR	
35.	Geological Technician	1	HR	
36.	Engineering Technician	1	HR	
37.	Electronics Technician	1	HR	
38.	Per Diem	1	DAY	
39.	Vehicular Travel	1	MI	
40.	Research Vessel minimum 65 Ft., manned by			

	a licensed captain and one engineer/deckhand and equipped with a radio Depth Finder, Loran-C Position Indicator and Diver Ladder (capacity to 350 Ft. for trawls, grabs, etc.)	1	DAY
41.	Research Vessel minimum 100 Ft., manned by a licensed captain and at least two engineers/deckhands and equipped with a radio, Depth Finder, Loran-C Position Indicator and Diver Ladder (capacity to 350 Ft, for trawls, grabs, etc.). Vessel is to have sufficient berths for a survey crew of six.	1	DAY
42.	Work Boat minimum 35 Ft., manned by an operator and equipped with a radio, Depth Finder, Loran-C Position Indicator, sampling davit and motorized winch.	1	DAY
43.	Workboat, minimum 20 ft equipped with sampling davit and motorized winch.	1	DAY
44.	Microwave Positioning System	1	DAY
45.	LORAN-C Positioning System	1	DAY
46.	Computer Based Navigation and Data Acquisition System (System should be capable of providing real time, accurate position (+/- 1m) of a surface vessel and/or ROV using Loran-C and GPS or a microwave positioning system and simultaneously recording environmental data, including bathymetry, turbidity and current flow)	1	DAY
47.	Precision Survey Fathometer	1	DAY
48.	Multibeam Fathometer System	1	DAY
49.	Sub-bottom Profiler	1	DAY
50.	Seafloor Characterization System (system which collects high resolution, narrow beam, low frequency (<30kHz), acoustic data to correlate with sediment acoustic and physical properties)	1	DAY
51.	Swept Frequency Subbottom Acoustic Profiler	1	DAY
52.	Acoustic Profiler Analysis System (System should be capable of producing various 2D and 3D maps of acoustic data correlated with physical data such as grain size and density.)	1	DAY
53.	Smith MacIntyre Grab Sampler	1	DAY
54.	Box Corer	1	DAY
55.	Piston Corer	1	DAY

56.	Gravity Corer		
57.	Vibracorer	1	DAY
58.	Standard Biological Sieves (1mm, 0.5mm, 0.3mm)	1	DAY
59.	Sediment-water Interface Camera	1	DAY
60.	Atomic Absorption Spectrophotometer	1	HR
61.	Gas Chromatograph/Mass Spectrometer	1	HR
62.	Gas Chromatograph	1	HR
63.	Bottom Boundary Layer Instrumentation Array (Array includes pressure wave recorder, dual axis electromagnetic current meter, suspended material concentration sensor, data logger capable of variable sampling schemes, [e.g. burst and sequential] and must have the capability for unattended operation for a period of one month)	1	DAY
64.	Direct Reading Current Meter	1	DAY
65.	Digital Recording Current Meter with no moving external sensors (acoustic, electromagnetic, or vane sensors)	1	DAY
66.	Acoustic Doppler Current Profiler (Recording)	1	DAY
67.	Acoustic Doppler Current Profiler (Direct Reading)	1	DAY
68.	Conductivity, Temperature, and Dissolved Oxygen Probe	1	DAY
69.	Seafloor Deployable Pressure Gauge		
70.	Transmissometer	1	DAY
71.	Underwater Movie Camera	1	DAY
72.	Underwater 35mm Camera	1	DAY
73.	Benthic Sled and Video Camera	1	DAY
74.	SCUBA Equipment (sufficient to completely outfit 3 Divers)	1	DAY
75.	Minicomputer (Workstation)	1	DAY
76.	Desktop Computer	1	DAY
77.	Gill Net	1	DAY
78.	Bottom Fish Trawl	1	DAY
79.	Mid-Water Fish Trawl	1	DAY
80.	Seine Net	1	DAY
81.	Plankton Net	1	DAY
82.	Image Analysis System	1	HR
83.	Digital Recording Side Scan Sonar System (towfish, cable, and recorder)	1	DAY
84.	Research-quality Microscope	1	DAY

85. Sample Preparation 1 HR

Overhead Rates (Percentage of Direct Labor)

Direct Labor \_\_\_\_\_%

General and Administrative \_\_\_\_\_%

\* Profit will be negotiated for each individual task order based upon the type of work and complexity in accordance with FAR Part 15.404-4

Note: Please provide an example of how your Overhead Rates and any other multipliers are applied.

Note: Field equipment pricing should be based on actual use days and not port-to-port

\* When air travel is required in connection with a delivery order issued under the contract, reimbursement for actual airfare will be made under said Delivery Order. Contractor shall obtain lowest rate possible for airfare

\*\*When Miscellaneous Supplies are required in connection with a Delivery Order issued under the contract, reimbursement for actual Miscellaneous Supplies will be made under said Delivery Order. (See SECTION C, paragraph 3.e. for description of Miscellaneous Supplies.)

NOTE: All equipment is to be complete, powered, and ready for use within 24 hours of notification of need.

Delivery Orders will consist of any combination of items deemed necessary to accomplish required work for a particular project.

The Government's minimum obligation under this contract is \$7,000.00 for The base period and \$3,250.00 for each option period. The contract ceiling Including both option periods is \$1,000,000.00. Task Orders shall not exceed this Maximum Cumulative Amount.

At the option of the Government these services may be required for two additional one year periods, (Refer to Section H, SPECIAL CONTRACT REQUIREMENTS, PARAGRAPH H.3)

ADDRESS TO WHICH PAYMENT SHOULD BE MAILED.

The address to which payment should be mailed, should be listed below, if different from that shown for the bidder on the face of the bid.

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

## CLAUSES INCORPORATED BY FULL TEXT

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

(a) The offeror certifies that --

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

(1) Those prices,

(i) The intention to submit an offer, or

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

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

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

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

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

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

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

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

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

(End of provision)

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

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

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

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

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

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

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

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

(End of provision)

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

(a) Definitions.

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

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

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

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

(d) Taxpayer Identification Number (TIN).

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

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

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

\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate entity (not tax-exempt);

\_\_\_ Corporate entity (tax-exempt);

\_\_\_ Government entity (Federal, State, or local);

\_\_\_ Foreign government;

\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_ Other \_\_\_\_\_

(f) Common parent.

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

\_\_\_ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of provision)

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

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

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541690.

(2) The small business size standard is \$5,000,000.00.

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

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

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

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

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

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

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

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

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

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

\_\_\_ Black American.

\_\_\_ Hispanic American.

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

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

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

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

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

(d) Notice.

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

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

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

The offeror represents that --

- (a)  It has,  has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b)  It has,  has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

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

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

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

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

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

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

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

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

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

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

(End of clause)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST

## COUNTRY (MAR 1998)

## (a) "Definitions."

As used in this provision --

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

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

(3) "Significant interest" means --

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

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

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

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

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

(b) "Prohibition on award."

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

(c) "Disclosure."

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

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

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

(End of provision)

## GOVERNMENT (JUN 1995)

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify--

- (a) The contract number under which the data or software were produced;
- (b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and
- (c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

(End of clause)

## 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

\_\_\_ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

**Section L****INSTRUCTION TO OFFERORS****INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PROPOSALS****General Information**

The proposal will consist of a Technical Proposal and a Cost Proposal. The Technical Proposal will address the technical aspects of the RFP including your technical qualifications and planned approach to meeting the requirements of the program. The Technical Proposal is to be prepared so that it addresses the evaluation criteria listed in Section M. These criteria must be addressed in the order listed in Section M.

The due date for submittal of the Technical Proposal is January 13, 2003.

Copies of all submittals should be sent to the Contracting Division, New England District.

Information presented in the Technical Proposal will be used solely for source selection purposes and will not become part of the contract.

**Technical Proposal****Volume 1**

The Technical Proposal will consist of three sections: (1) the technical approach you will use to meet the requirements of the solicitation, (2) resumes of key project personnel, and (3) past performance.

The Technical Proposal shall be simple and easy to read. The technical approach section shall be no longer than seventy-five (75) typed pages (font size 10 or larger), including any Executive Summary and Reference List. The technical approach will address the evaluation criteria a-r listed in Section M, in the order listed. Any documentation in excess of the seventy-five-page limit shall not be evaluated. An appendix of key team member resumes may be attached. The appendix shall not exceed fifty (50) typed pages (font size 10 or larger). Any documentation in excess of the fifty page limit shall not be evaluated. The technical approach and resume sections will not exceed a total of 125 pages.

Also included as part of the Technical Proposal will be information on Past Performance. This material will not be subject to the page limits discussed in the previous paragraph, but should be kept as concise as possible. Past Performance information should consist of a list of five to 10 previous or on-going projects of similar size and subject, along with client contact information. The Government will contact five of the listed references.

**Volume 2 – Cost**

**Inquiries** – Prospective offerors should submit inquiries related to this solicitation by writing or calling the following (collect calls will not be accepted).

For inquiries of a contractual nature call Rachael Raposa, the contract specialist for this solicitation, at 978-318-8249, fax 978-318-8207, or email at [rachael.raposa@usace.army.mil](mailto:rachael.raposa@usace.army.mil).

All technical questions concerning this solicitation should be submitted in writing or faxed to:

U.S. Army Engineering District, New England  
Attn: CENAE-CT/Rachael Raposa  
696 Virginia Road  
Concord, MA 01742-2751

Please include the solicitation number, project titled, and location of project in your inquiry. This office must receive written inquiries not later than 14 days prior to the date set for receipt of offers.

Oral explanations or instructions are not binding and do not impact the offer. Any information given to an offeror that impacts the offer will be given in the form of a written amendment to the solicitation.

Proposal for the work described herein will be received at the above address. Please transmit proposals in sealed envelopes/packages that are clearly labeled with the solicitation number.

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (MAY 2001)

(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) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

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

(iii) A summary of the rationale for award; and

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

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from U.S. Army Corps of Engineers, Contracts Branch – Building 1, 696 Virginia Road, Concord, MA 01742

(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)

52.237-10 IDENTIFICATION OF UNCOMPENSATED OVERTIME (OCT 1997)

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

Uncompensated overtime means the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours.

Uncompensated overtime rate is the rate that results from multiplying the hourly rate for a 40-hour work week by 40, and then dividing by the proposed hours per week. For example, 45 hours proposed on a 40-hour work week basis at \$20 per hour would be converted to an uncompensated overtime rate of \$17.78 per hour ( $\$20.00 \times 40$  divided by  $45 = \$17.78$ ).

(b) For any proposed hours against which an uncompensated overtime rate is applied, the offeror shall identify in its proposal the hours in excess of an average of 40 hours per week, by labor category at the same level of detail as compensated hours, and the uncompensated overtime rate per hour, whether at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.

(c) The offeror's accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.

(d) Proposals that include unrealistically low labor rates, or that do not otherwise demonstrate cost realism, will be considered in a risk assessment and will be evaluated for award in accordance with that assessment.

(e) The offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.

(End of clause)

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

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

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

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

<http://www.hq.usace.army.mil/cepr/asp/library/efar.asp>

<http://dasapp.saalt.army.mil/Documents/AFARS%20conformed.doc>

(End of provision)

## Section M - Evaluation Factors for Award

SECTION M

## SECTION M - EVALUATION FACTORS FOR AWARD

## 1. AWARD.

Award will be made to the firm offering the Best Value to the Government.

## 2. EVALUATION CRITERIA

1. The Technical Proposal should address the Offeror's ability to perform DAMOS tasks. In addition to Section C, Offerors should refer to the published series of DAMOS reports to determine the types of tasks that may be requested. The Offerors shall also provide detailed information on the qualifications of key personnel to be assigned to the contract as an appendix to the Technical Proposal (see Section L), and should generally place emphasis on those items of relative importance. The following evaluation criteria will be used. Item a will be accorded the greatest importance. Items b-o and r are of lesser importance than a, but are of similar importance to one another. Items p and q will be accorded lesser importance than the other items.
2.
  - a. Professional qualification (resumes to be submitted in writing,
  - b. relevant experience, and
  - c. capabilities of the personnel who would conduct the work.
  - d. Offeror's ability and previous experience with regard to the identification of scientific problems
  - e. and approach to oceanographic data collection and analysis.
  - f. Offeror's ability and previous experience with regard to report preparation
  - g. and completion of work on schedule.
  - h. Environmental impact assessment ability and experience as it can be related to dredging and disposal issues.
  - i. Understanding of the scope of objectives of the required work as evidenced by capabilities described in the proposal
  - j. and recommendations suggested for program innovation.
  - k. Ability to apply a multi-disciplinary approach to accomplish the scope and objectives of the required work,
  - l. and to utilize existing technological advances in the interest of efficiency, accuracy, and technical quality.
  - m. Quality and character of field capabilities and expertise available to the contractor.
  - n. Quality and character of laboratory, analytical,
  - o. and technological facilities and expertise available to the contractor.
  - p. Familiarity of the offeror with environmental resources
  - q. and conditions of the ocean waters of the New England States.

- r. Past performance. Offeror must submit with their proposal a list of contracts of a similar nature and size. These projects should be identified by Contract number, Contract description, point of contact name and phone number and the Contract agency.

### 3. COST REALISM

An Offeror's proposal is presumed to represent their best effort to respond to the solicitation. Any inconsistency, whether real or apparent, between quoted prices and the prices that would be normally expected, should be explained in the proposal. For example, if the intended use of new and innovative monitoring technique is the basis for an abnormally low estimate, the nature of these techniques and their impact on cost or price should be explained; or if a corporate policy decision has been made to absorb a portion of the estimated cost, that should be stated in the proposal. Any significant inconsistency, if unexplained, raises a fundamental issue to the offeror's understanding of the nature and scope of the work required and of their financial ability to perform the contract, and may be grounds for rejection of the proposal. The burden of proof as to cost credibility rests with the Offeror.

### 4. FINAL SELECTION

Offerors within the competitive range will be analyzed to determine which is the most advantageous to the Government, price and other factors considered. If two of the more highest rated offers are essentially equal, award will be made to the offeror who proposes the lowest price. If an offeror is rated significantly superior to all others and the price is higher than other acceptable offers, the Government will determine whether this superiority is sufficient to justify the difference in price in accordance with the relative weight of technical proposal and price considerations. This determination will identify the offer which is more advantageous to the Government.

#### 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

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

(End of provision)

#### 52.232-15 PROGRESS PAYMENTS NOT INCLUDED (APR 1984)

A progress payments clause is not included in this solicitation, and will not be added to the resulting contract at the time of award. Bids conditioned upon inclusion of a progress payment clause in the resulting contract will be rejected as nonresponsive.

(End of clause)