

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 07-Mar-2003	4. REQUISITION/PURCHASE REQ. NO. W68MD9-3008-4897	5. PROJECT NO.(If applicable)	
6. ISSUED BY USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT P.O. BOX 3755 SEATTLE WA 98124-3755	CODE DACW67	7. ADMINISTERED BY (If other than item 6) <b>See Item 6</b>		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		X	9A. AMENDMENT OF SOLICITATION NO. DACW67-03-R-0009	
		X	9B. DATED (SEE ITEM 11) 26-Feb-2003	
			10A. MOD. OF CONTRACT/ORDER NO.	
			10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) DACW67-03-R-0009 - MULTIPLE AWARD REMEDIATION CONTRACTS (MARC) FOR WASHINGTON, OREGON, IDAHO AND MONTANA				
1. This Amendment One (0001) provides for the following changes:				
a. Revisions to Sections L & M.				
b. Revision to the Customer Satisfaction Survey.				
2. The proposal due date and time remain unchanged as follows:				
28 March 2003 at 2:00 p.m., LOCAL TIME				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
		TEL: _____ EMAIL: _____		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED	
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	07-Mar-2003	

3. The attached revised sections are to be replaced in their entirety. Specifications changes are generally identified, for convenience, either by strikeout for deletions, and double underlining of text for additions or a single dark line in the right hand margin. All portions of the revised or new pages shall apply whether or not changes have been indicated.

4. NOTICE TO OFFERORS: Offerors must acknowledge receipt of this amendment by number and date on offer or by telegram. Please mark outside of envelope in which your offer is enclosed to show amendment received.

Encl:

Section L (revised)

Section M (revised)

Customer Satisfaction Survey (revised)

L.1. MAGNITUDE OF THIS PROJECT IS REPRESENTED BY THE FOLLOWING ESTIMATED PRICE RANGE: between \$5 million and \$25 million.

L.2. PROPOSALS: Proposals for the work described herein will be received until 2:00 p.m., local time, 28 March 2003, at the following address:

U. S. Army Corps of Engineers  
Seattle District Contracting Division  
ATTN: CENWS-CT-CB-CU  
4735 East Marginal Way South  
PO Box 3755  
Seattle, WA 98124-3755

The required format is specified in this section, paragraph L.6. "PROPOSAL FORMAT."

NOTE: HAND-CARRIED PROPOSALS SHALL BE DELIVERED TO Contracting Division, Second Floor, Column C-5.

L.3. TYPE OF CONTRACT: The contract awarded under this solicitation will be an Indefinite Delivery/Indefinite Quantity Firm Fixed Price type contract.

L.4. GENERAL DESCRIPTION OF WORK:

It is anticipated that a wide variety of remedial and interim remedial activities will be included in the execution of this contract. A number of these types of activities are listed herein, however, this list is not intended to be exhaustive or all-inclusive but are only to be considered as examples of the types of activities, which might be required. New or emerging technologies, as they become available or applicable, may also be utilized during the term of this contract. Tasks required to prepare a site for investigation/survey or to remove immediate threats to human health or safety and imminent ecological threats might also be identified;

- a. Screening, identification, packaging and disposal of potentially hazardous waste.
- b. Removal, transport and disposal of hazardous and non-hazardous debris.
- c. Installation of security fencing, signage, barricades, warning flagging, etc.
- d. Temporary road installation, road repair, site access preparation, etc.
- e. Brushing, cleaning and grubbing.
- f. Removal/disposal/replacement of above ground and below ground storage tanks.
- g. Removal/disposal/replacement of buried and exposed piping,
- h. Removal/remediation/disposal of contaminated soils.
- i. Building demolition and debris removal disposal.
- j. Site restoration, seeding, replanting and revegetation.
- k. Water treatment systems to include installation, operation and maintenance.
- l. In-situ soil treatment and stabilization processes.
- m. Air quality monitoring.
- n. Asbestos, lead based paint and Radon abatement and mitigation
- o. Installation of water wells, monitoring wells, sampling wells, etc.
- p. Soil, water and air sampling and analysis.
- q. UXO avoidance capabilities and UXO Construction Support..
- r. Environmental facility/equipment upgrades.
- s. Waste minimization, and pollution prevention projects.
- t. Habitat restoration projects.
- u. Preparation of Management and Health & Safety Plans.
- v. Incidental design associated with the above activities.
- w. Landfill capping

L.5. PROPOSAL CONTENT: The Government intends to make the award selection without discussions. In order to maximize small business participation in this procurement, teaming arrangements or other small business consortiums are encouraged. However, the Government assumes no responsibility for the success of the "team" in obtaining a contract through the evaluation process or for the success or failure of the "team" under the contract by virtue of the preceding statement. The proposal must be complete and contain the offerers' most favorable terms. The proposal shall address and contain the information listed below. The information will be used by the Source Selection Board to evaluate and rate each proposal. Offerers are advised that conciseness and relevance of the proposal is important and

unrelated information that is not pertinent will reduce evaluation scores. Proposals which provide only superficial coverage of the information required below may not receive additional consideration and may be excluded from the competitive range, if established. Additionally, should the proposal include any standard company terms and conditions that conflict with the terms and conditions of the solicitation, the proposal may be determined to be "unacceptable" and thus ineligible for award.

L.6. PROPOSAL FORMAT: In response to this RFP, the Small Business offerers shall submit two technical proposals. ~~an~~ An original and four (4) copies each of the technical proposals in 3-ring binders labeled technical proposal one and technical proposal two (no heat or spiral bound proposals). An original and one (1) copy of the price proposal shall be submitted under a separate cover, also in 3-ring-binders (no heat or spiral bound proposals). The Standard Form 33 (Offer) and continuation sheets, acknowledgement of amendments (Standard Form 30), if applicable, and Section K, Representations and Certifications should be included in the Price Proposal. The original technical and price proposal copies shall be stamped "original" on the cover of each binder. The total combined (technical proposal one, technical proposal two and price) page limit is 150 pages. Proposal shall be single-sided only, with a minimum binding edge margin of 0.75 inches, and with a font no less than 11 point. A smaller type may be used on charts graphs, figures, diagrams, and schematics to accommodate a "make it fit" software capability, however, all text must be legible and easily read. If it is not easily readable, then it will not be evaluated. The page size of the Offerer's proposal shall not exceed  $8\ 1/2" \times 11"$ . When included, foldout pages shall fold entirely within the document and shall only be used for graphic presentation. Foldout pages will be counted as two (2) pages. Each page of the proposal shall be numbered sequentially.

The following are excluded from the 150-page proposal limit:

- Section K, "Representations and Certifications",
- SF33 and continuation sheets,
- SF 30 Amendment(s),
- table of contents and lists of: tables, figures, and acronyms.

Offerers will NOT be allowed to incorporate pages by reference (no additional appendixes, addenda, etc.). Experience or clients noted as "Confidential" will not be considered for evaluation. Full disclosure will be required to receive credit.

Up to three (3) contracts may be awarded. All proposals shall contain the requirements stated within this solicitation document. Proposal clarity, organization (as requested in this solicitation), and cross-referencing is mandatory.

L.7. PERFORMANCE OF WORK BY CONTRACTOR: Offerer's attention is directed to FAR Clause 52.236-1, Performance of Work by Contractor. The successful offeror will be required to furnish the Contracting Officer a description of the work that will be performed by their organization (e.g., earthwork, paving, etc.), the percentage of the total work this represents, and the estimated cost thereof. Such description of work to be performed by the Contractor's own organization shall be indicated in the space provided on the Proposal Form, or shall be furnished to the Contracting Officer within 10 days after award of the contract.

L.8. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA): The Contractor shall comply with OSHA standards as well as the Corps of Engineers General Safety Requirements Manual (EM 385-1-1). The OSHA standards are subject to change and such changes may affect the Contractor in his performance under the contract. It is the Contractor's responsibility to know such changes and effective dates of changes. (KCD APR 84)

L.9. CONSTRUCTION EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE: Whenever a modification or equitable adjustment of contract price is required, the Contractor's cost proposal for equipment ownership and operating expenses shall be as set forth in SPECIAL CLAUSES paragraph titled "Equipment Ownership and Operating Expense Schedule." A copy of EP 1110-1-8 "Construction Equipment Ownership and Operating Expense Schedule" dated June 1993 can be ordered from the Government Printing Office (GPO) for by calling Telephone No. 202-783-3238.

L.10. TIME FOR ACCEPTANCE BY THE GOVERNMENT OF PROPOSALS: All offerers submitting proposals in response to this request agree that the Government shall have not less than 120 calendar days to accept any proposal, after the date indicated for receipt of proposals. In the event the Government cannot award a contract within this 120 calendar day period, any or all offerers may, at their option, extend the date for acceptance of their proposal or may resubmit their price proposals.

L. 11. DISPOSAL OF PROPOSALS: After award of the contract, proposal sets may be destroyed or may be kept for record. Proposal sets that are kept for record will be for Government use. Disclosure of proposal material, in whole or in

part, outside the Government will be restricted only if the provisions of FAR Provision 52.215-1, Instructions to Offerers — Competitive Proposals, are in effect.

NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION FAR 52.222-26 AND FAR 52.222-27.

CLAUSES INCORPORATED BY FULL TEXT

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," "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, revision, and withdrawal of proposals.*

(i) Offerors are responsible for submitting proposals, and any modification, 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
- (iv) 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)

52.216-27 -- SINGLE OR MULTIPLE AWARDS (OCT 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

(End of Provision)

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

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

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

<b>Goals for Minority Participation for Each Trade</b>	<b>Goals for Female Participation for Each Trade</b>
To be added in individual task orders	6.9%

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

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

- (1) its implementation of the Equal Opportunity clause,
- (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and
- (3) its efforts to meet the goals.

The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

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

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

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is to be added in individual task orders.

(End of Provision)

52.225-10 - NOTICE OF BUY AMERICAN ACT REQUIREMENT-CONSTRUCTION MATERIALS (MAY 2002)

(a) Definitions. "Construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act--Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested-

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

52.225-12 -- NOTICE OF BUY AMERICAN ACT REQUIREMENT--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (MAY 2002)

(a) *Definitions.* "Construction material," "designated country construction material," "domestic construction material," "foreign construction material," and "NAFTA country construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act--Construction Materials under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b) *Requests for determination of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) *Evaluation of offers.*

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) *Alternate offers.*

(1) When an offer includes foreign construction material, other than designated country or NAFTA country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic, designated country, or NAFTA country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of

FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic, designated country, or NAFTA country construction material, and the offeror shall be required to furnish such domestic, designated country, or NAFTA country construction material. An offer based on use of the foreign construction material for which an exception was requested--

- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
- (ii) May be accepted if revised during negotiations.

(End of provision)

#### 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

Contracting Officer  
U.S. Army Corps of Engineers  
Seattle District  
4735 East Marginal Way South  
Seattle, WA 98124-3755

(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)

#### 52.236-28 -- PREPARATION OF PROPOSALS – CONSTRUCTION (OCT 1997)

(a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including –

- (1) Lump sum price;
- (2) Alternate prices;
- (3) Units of construction; or
- (4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words "no proposal" in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

(End of Provision)

#### MAGNITUDE OF CONSTRUCTION (FAR 36.204) (52.236-4902)

(a) Amount of Construction for this task order solicitation is in the range of \$1 million to 5\$ million.

1. The following criteria will be utilized as evaluation factors for award

1.1 GENERAL: This section provides specific information regarding evaluation factors that will be considered during technical proposal review.

1.2 METHOD OF PROCUREMENT: The Seattle District Corps of Engineers intends to procure this requirement on a competitive basis in accordance with the provisions set forth in this RFP. Up to three (3) Indefinite Delivery/Indefinite Quantity Firm Fixed Price Contracts will be awarded to the offerer selected under provisions set forth herein. Offerers are cautioned to read all sections of the RFP prior to assembling your proposal. Task Order One entitled "Phase I – Tongue Point Landfill Remedial Action, Former Tongue Point Naval Air Station, Astoria, Oregon" will be awarded to one of the three selected firms from Solicitation DACW67-03-R-0009 or from the two selected firms from Solicitation DACW67-03-R-0008. The basis of award for Task Order One will be to the firm that provides a technically acceptable, lowest priced proposal as explained in that evaluation criteria. All proposals will be evaluated on the basis of acceptable or non-acceptable. A proposal which does not demonstrate the required information or experience for any area of the technical evaluation criterion, either for the general requirements or the specific task order proposal will be determined non-acceptable and provided no further consideration. If all technical proposals are determined non-acceptable at the Contracting Officers discretion discussions may be held.

1.3 Offerers are required to submit two technical proposals. Technical proposal one will address the general requirements necessary to perform the required work in all areas. Technical proposal two will consist of those elements of work only applicable to the task order one entitled, "Phase I – Tongue Point Landfill Remedial Action, Former Tongue Point Naval Air Station, Astoria, Oregon ". Price proposals will be submitted in support of the technical proposal submitted for Task Order One.

1.4 Basis of the source selection evaluation - This Section establishes the method to be implemented with regard to the evaluation of the proposals. Evaluation is to be based exclusively on the merits and contents of the proposal and any subsequent discussions required. Offerors not meeting the minimum requirements of all technical evaluation factors shall be determined to be **NON-ACCEPTABLE** and will not be considered for award. Technical Proposals will be evaluated on an **ACCEPTABLE** or **NON-ACCEPTABLE** basis only. Proposals must set forth full, accurate, and complete information as required by this RFP. Absence of information will be deemed as if no support for that factor was provided. **Award will be made to the lowest price technically acceptable offeror.**

#### Technical Evaluation Ratings - Definitions

**Acceptable:** An acceptable rating indicates that the offeror has provided sufficient information to meet the minimum qualifications/standards described in the technical evaluation factor.

**Non-Acceptable:** A non-acceptable rating indicates that the offeror has not provided sufficient information to meet the minimum qualifications/standards described in the technical evaluation factor.

1.5 TECHNICAL CRITERIA:

1.5.1 Technical Proposal one will be evaluated on the basis of the following technical criteria:

1.5.1.1. RELEVANT EXPERIENCE/SUCCESSFUL COMPLETION OF MULTIDISCIPLINARY ENVIRONMENTAL INVESTIGATION AND ENVIRONMENTAL REMEDIATION PROJECTS.

(1) The Offeror shall submit-provide descriptions of at least five but no more than eight Hazardous, Toxic and Radiological Waste (HTRW) projects demonstrating relevant experience. Relevant experience is defined as experience similar in scope, cost and complexity as per Section C, Scope of Work. Only those projects for which the Offeror was the Prime Contractor and which were completed within the past seven years should be submitted. These projects shall be completed or substantially complete (90% or more). General experience referenced may be from any location. Specific experience and the descriptions of at least two projects provided by the Offeror will should be from sites located within the Pacific Northwest (Washington, Oregon, Montana, ~~and~~ Idaho and Alaska). In all cases, experience gained with government agencies, e.g., federal, state, county, etc., is preferred. With each project, describe the remedial technologies your firm has used working on various government agency sites. The Offeror shall be familiar with coordination and security requirements while working on active and non-active

military sites. If non-government projects are used, provide a complete description of the project location. As a minimum, for each project listed, provide:

- a) Project Title and location
- b) Dollar value
- c) Project start and completion period
- d) Description of the project scope of work
- e) Brief description of how the project is relevant, and meets the requirements of this RFP project.
- f) Current primary point of contact for the customer (name, relationship to project, agency/firm affiliation, city and state, phone numbers)

(2) Examples of experience will also include description of your **firm's** ability to work on multiple sites simultaneously.

(3) For each of the projects identified by the Offeror per the requirement in 1a above, information will be provided which shows original completion schedule versus actual completion schedule, and information will be provided which shows the Offeror's capabilities to maintain project schedule.

(4) For each of the projects identified by the Offeror per the requirement in 1a above, information shall be provided which shows original cost to completion versus actual cost for completion, and information, which shows your firm's ability to minimize cost growth. If actual costs are not used, percentages are acceptable. The Offeror shall take this opportunity to identify areas where cost savings were realized due to cost effective Offeror operations.

#### 1.5.1.2. MANAGEMENT AND PERSONNEL CAPABILITIES.

(1) A complete organization chart shall be provided identifying corporate structure. The Offeror shall submit the names and resumes for key personnel involved in contract execution. Teaming arrangements will be identified as well as primary points of contact with teaming firms.

(2) Provide background information for key personnel, highlighting past experience with remedial technologies, quick response and schedule adherence. Include a summary of applicable training and certifications including health and safety training and experience with various state and federal regulations. The Offeror will identify and verify experience and professional credentials for key Contractor and sub-contractor personnel, via submittal of current resumes and appropriate copies of professional registration documentation. Particular attention will be given to Project/Program Manager(s), Engineering, Chemist, Certified Industrial Hygienist, Geologist, Hydrogeologist, and Registered Environmental Managers and Professionals.

(3) Resumes should be no more than two pages per individual and submitted in a format similar to the one below for each discipline listed above, not to exceed three examples. It is expected that the key individuals in your proposal will be the individuals who perform work under the contract. **The contracting officer must approve substitute personnel:**

**RESUME FORMAT**

*Name and Title*

1. *Proposed Duties/Functions*
2. *Firm Affiliation and Years Affiliated*
3. *Years of Experience performing duties/functions.*
4. *Education – School attended, Degree, Certification, Year, and Specialization*
5. *List Active Registrations (Professional or Technical Licenses/Certifications)*
6. *Describe Specific Qualifications*
7. *List Projects worked on to Include*

**Project Title & Location**

**Scope, Size and Complexity**

**Duties/Functions**

**Date of project**

8. *Demonstrate how each project submitted is relevant*

1.5.1.3. TECHNICAL EXCELLENCE:

(1) The Offeror will provide evidence that the firm has superior project planning, documentation and reporting capabilities. Examples of these capabilities include but are not be limited to, Project Management Plans, Site Specific Health and Safety Plans, Chemical Data Analysis Plans, Technical Memorandums, Hazardous Waste Manifesting documentation, and final project reports.

(2) The Offeror will identify data management capabilities in the collection, input and manipulation of HTRW site and project data and provide the data in a useable electronic database that can support the use of the data in a website environment and compatible with the use of the data in a Geographic Information System (GIS) platform if it is deemed warranted for the project.

1.5.1.4. PAST PERFORMANCE:

Past performance of the prime contractor will be evaluated using the CCASS database. All performance ratings for the past ~~7~~three years shall be considered. If an offeror does not have past performance available in CCASS or wishes to augment the CCASS system ratings, the offerors may ask customers to submit the Customer Satisfaction Survey found at the end of this section. For each project constructed for Private Industry, provide a completed Customer Satisfaction Survey for each applicable project within the last ~~7~~three years. All Customer Satisfaction Surveys must be submitted to the Government from the customer or agency that is providing the information. Further instructions are found at the top of the Customer Satisfaction Survey. It is requested that only relevant projects be included. A relevant project is one of the same scope, cost and complexity as this solicitation. Should the offerors want to review the CCASS ratings contained in the Corps of Engineers CCASS Database, they may request the information by fax on company letterhead at the following telefax number: (503) 808-4596. The Government reserves the right to contact the evaluator on previous Government or Private Sector work to verify the Offeror's experience. In the case of an offeror without a record of past performance or for whom information on past performance is not available, the offeror **may not be evaluated as favorable or unfavorable** on past performance (See FAR 15.305(a)(2)(iv)). An overall rating of satisfactory or above on all CCASS performance evaluations and an overall acceptable rating on all Customer Satisfaction Surveys will be given an acceptable rating.

**Offeror Submitted Surveys.** Surveys submitted directly by the offeror may not be considered. Please ensure envelopes containing surveys being submitted to this office do not contain the offeror's return address.

**As a maximum**, no more than five (5) customer satisfaction surveys will be considered for the prime firm (i.e., the firm signing the Standard Form 33, Solicitation, Offer and Award) for work not listed (i.e., civilian projects) in the Government CCASS system.

1.5.1.5 A price proposal is not required with technical evaluation one.

1.6.1.1. Technical Proposal two for Task Order One will be evaluated on the basis of the following technical criteria. (The technical package for Task Order One is included at the end of Section M.):

(1) EXPERIENCE/SUCCESSFUL COMPLETION OF SIMILAR PROJECTS

a. Provide a written description of successfully completed projects involving landfill capping, abandonment of existing wells, and installation of LNAPL collection trenches with associated collection, storage, and disposal of LNAPL. Projects should be substantially completed (90 percent or more at the time of this submittal). For this factor, projects are identified as single locations or single task orders. List at least two but not more than five projects.

b. Specific examples reflecting experience with local, state, and federal regulations applicable to compliance with the Endangered Species Act, Clean Water Act, protection of regulated wetlands, and waste handling (including TSCA wastes) and disposal in Oregon if available, should be included in the projects identified under 1A. As a minimum, for each project listed, provide:

- 1) Project Title and location
- 2) Dollar value
- 3) Project start and completion period
- 4) Description of the project scope of work
- 5) Brief description of how the project is relevant, and meets the requirements of this RFP project.
- 6) Current primary point of contact for the customer (name, relationship to project, agency/firm affiliation, city and state, phone numbers)

(2) MANAGEMENT AND PERSONNEL CAPABILITIES

a. Provide background information for key personnel, highlighting past experience with landfill capping, abandonment of existing wells, and installation of LNAPL collection trenches with associated collection, storage, and disposal of LNAPL. Include any citations or warnings that the firm has received for violations related to any type of waste handling/disposal project. Include a summary of applicable training including health and safety training and experience with various state and federal regulations.

b. Provide background information for key subcontractors, highlighting purpose in partnering, past experience with landfill capping, abandonment of existing wells, and installation of LNAPL collection trenches with associated collection, storage, and disposal of LNAPL. Include any citations or warnings that the firm has received for violations related to any type of waste handling/disposal project. Include a summary of applicable training including health and safety training and experience with various state and federal regulations.

(3) CONSTRUCTION SCHEDULE

a. Provide a detailed schedule indicating the ability to complete all work in accordance with the completion dates shown in the solicitation. Assume contract NTP by 01 June 2003. At a minimum the schedule shall include the following:

- NTP
- Preparing RAMP and other submittals, obtaining permits
- Mobilizing to the site
- Site grading
- Abandoning designated wells
- Installing interim LNAPL collection trench
- Placing geotextile delineator fabric
- Demobilizing from the site

Failure to provide a schedule that meets the completion dates shown in solicitation may result in elimination of the Offeror from further consideration.

1.5.1.6 PRICE: Price will be evaluated for completeness and reasonableness only for those firms determined to be technically acceptable on both general and specific task order evaluation. Award will be made to the lowest priced technically acceptable firm.

CLAUSES INCORPORATED BY FULL TEXT

52.214-5000 APPARENT CLERICAL MISTAKES (MAR 1995)--EFARS

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

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

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

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

(End of statement)

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

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for 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).

(End of Provision)

**CUSTOMER SATISFACTION SURVEY (PAGE 1 OF 2)**

DACW67-03-R-0008/0009 – Multiple Award Remediation Contract (MARC) for Washington, Oregon, Idaho and Montana

**SECTION 1 -- TO BE COMPLETED BY THE OFFEROR AND PROVIDED TO THE CUSTOMER REFERENCE**

**Name of Firm Being Evaluated:** \_\_\_\_\_

**Project Title & Location:** \_\_\_\_\_

**Project Dollar Value:** \_\_\_\_\_

**Year Completed:** \_\_\_\_\_ **Project Manager:** \_\_\_\_\_

**SECTION 2 -- TO BE COMPLETED BY THE CUSTOMER REFERENCE AND MAILED, HAND-DELIVERED OR FAXED**

**DIRECTLY TO:**

**U.S. Army Corps of Engineers, Seattle District  
Attn: CENWS-CT-CB-CU, Bonnie Lackey  
P.O. Box 3755  
Seattle, WA 98124-3755**

**FAX: (206) 764-6817  
Street Address:  
4735 E. Marginal Way S.  
Seattle WA 98134-2385**

**Forms submitted by other than the customer (i.e., by the offeror), will not be considered.**

OVERVIEW: The firm shown above has submitted a proposal on a Seattle District Corps of Engineers project and provided your name as a customer reference. Part of our evaluation process requires information on the firm's past performance. Your input is important to us and responses are required no later than the time and date proposals are due for inclusion in our evaluation.

**Name of Individual completing survey:** \_\_\_\_\_

**Firm Name:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

**Relationship to this Project:** \_\_\_\_\_

The Following Chart depicts the rating that are to be used to evaluate the contractor's performance:

<b>E</b>	<b>VG</b>	<b>S</b>	<b>M</b>	<b>U</b>
Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory
Performance met all contract requirements and exceeded expectations. Problems, if any, were negligible, and were resolved in a timely and highly effective manner.	Performance met all contract requirements and exceeded some. There were a few minor problems which the contractor resolved in a timely, effective manner.	Performance met contract requirements there were some minor problems, and corrective actions taken by the contractor were satisfactory.	Performance did not meet some contractual requirements. There were problems, some of a serious nature, for which corrective action was only marginally effective.	Performance did not meet contractual requirements. There were serious problems, and the contractor's corrective actions were ineffective.

**CUSTOMER SATISFACTION SURVEY (PAGE 2 OF 2)**

DACW67-03-R-0008/0009 – Multiple Award Remediation Contracts (MARC) for Washington, Oregon, Idaho and Montana

**In the following blocks, please indicate your overall level of satisfaction with the work performed by the firm shown in Section 1.**

**Reference the chart outlined on page 1 of this survey.**

**For any marginal or unsatisfactory rating, please provide explanatory narratives in the remarks block. These narratives need not be lengthy, just detailed. If a question is not applicable, circle N/A. If more space is needed, then go to the end of the questionnaire or attach additional pages. Be sure to identify your continued narration with the respect line number, your name and project name.**

	Quality of Work	Circle the appropriate rating using the chart on page 1
A.	Quality of Workmanship	E V S M U N/A
B.	Adequacy of the Quality Control	E V S M U N/A
C.	Adequacy of Materials	E V S M U N/A
D.	Adequacy of Submittals	E V S M U N/A
E.	Adequacy of As -Builds	E V S M U N/A
F.	Use of specified materials	E V S M U N/A
G.	Identification/correction of deficient work in a timely manner.	E V S M U N/A
H.	Suggested solutions and initiative to implement solutions.	E V S M U N/A

**REMARKS: (Discuss strengths and weaknesses of the firm)**

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**Your assistance in providing this past performance information is appreciated.**

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