

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				J	1	2
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 31-Jul-2003	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)		
6. ISSUED BY USACE, FT. WORTH DISTRICT CONTRACTING DIVISION 819 TAYLOR STREET, RM 2A19 P O BOX 17300 FORT WORTH TX 76102-0300	CODE DACA63	7. ADMINISTERED BY (If other than item 6) <b>See Item 6</b>		CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO. DACA63-03-R-0009	
				<input checked="" type="checkbox"/>	9B. DATED (SEE ITEM 11) 23-Jun-2003	
					10A. MOD. OF CONTRACT/ORDER NO.	
					10B. DATED (SEE ITEM 13)	
CODE				FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended.						
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The Solicitation for UP TO TWO INDEFINITE DELIVERY/ INDEFINITE QUANTITY FIXED-PRICE SERVICE CONTRACTS FOR NATIONWIDE IN SUPPORT OF MILITARY AND CIVIL WORKS ENVIRONMENTAL PROGRAMS IDENTIFIED BY THE FORT WORTH DISTRICT, is amended as follows:  See Continuation Sheet (or Sheets)						
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)		
				LESLIE E. GUY TEL: CONTRACTING OFFICER MAIL:		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
(Signature of person authorized to sign)				BY <i>Leslie E. Guy</i>		31-Jul-2003
				(Signature of Contracting Officer)		

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**The following items are applicable to this modification:**ITEM 14 CONTINUED**Changes to Section A – Solicitation, Offer and Award**

1. The proposal due date has been extended from 06 August 2003 to 08 August 2003.

**Changes to Section C - Descriptions and Specifications**

1. Section 2.8, SECURITY CLEARANCE is amended as follows:

Delete: “Contractor must be able to obtain a Department of Defense Industrial Security Clearance for the handling and storage of classified materials. A secret clearance must be obtained before contract award.”

Add: The successful offeror must be able to obtain a Department of Defense Industrial Security Clearance (level secret) for the handling and storage of classified materials. If the successful offeror does not have the required security clearance, the Fort Worth district will sponsor the firm for this clearance. Within 10 days of contract award, the awardee is responsible to furnish the information required on DD Form 254, furnished in Section J of the RFP. In the event the awardee does not furnish the required information or is not able to secure the required clearance, the Government reserves the right to terminate the contract for default.

**Changes to Section J - List of Documents, Exhibits and Other Attachments**

1. Wage Determinations is amended as follows: add, “Specific Wage Determinations are not included in this solicitation, but will be incorporated into the resulting contract.” Delete “Specific Wage Determinations to be incorporated into resulting contract.”

**Changes to Section L - Instructions, Conditions and Notices to Bidders**

1. Clause 52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993), has been removed.
2. Section L III, Past Performance, part C is amended as follows: add, “**The offeror shall**” send Client Authorization Letters (See Section J) to each reference listed in the proposal to assist in the timely processing of the past performance evaluation.
3. Section L III, Past Performance, part F is amended as follows: add, The Past Performance Questionnaire identified in Section J will be used “**by the Government**” to collect this information.

## Section C - Descriptions and Specifications

### SCOPE OF WORK

#### **PART I - THE SCHEDULE**

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

##### **1.0 SCOPE OF WORK**

Any services required under this contract shall be described in an individual scope of work which may include, but not necessarily be limited to, the following types of tasks: preparation of complete or partial Environment Impact Statements (EIS's), Environmental Assessments (EA's), Environmental Baseline Surveys (EBS's), Environmental inventories and related special studies documentation; hazardous material/waste inventories and recovery plans; natural and cultural resources investigations; biological surveys, wetland investigations, air emission inventories, permit applications, and conformity analyses; multi-media environmental and occupational safety and health compliance audits/assessments; GIS/Remote sensing support, force protection and environmental management services, storm water pollution prevention planning; pollution prevention opportunity assessments, baseline environmental/human health risk assessments; and other scientific and technological investigations to accomplish the mission and complete environmental assignments for the Environmental Resources Branch, Planning, Environmental, Regulatory Division, Fort Worth District, U.S. Army Corps of Engineers. Work shall involve multi-disciplinary environmental investigations and other studies for any of a variety of Federal military and civil work entities. Military entities may include military installations or facilities operated by, leased to or administered by the United States Government, including, but not necessarily be limited to, United States Air Force, United States Army and Army Reserves, United States Army and Air National Guard, United States Navy, United States Marine Corps, Army Environmental Center, Army and Air Force Material Command. Civil work support may also be performed for Federal agencies, including, but not necessarily limited to, the Corps of Engineers (civil works planning actions or natural resource development), General Services Administration, Federal Aviation Administration, Department of Homeland Security, Bureau of Land Management, and Department of State, and Department of Justice.

##### **2.0 ENVIRONMENTAL WORK REQUIREMENTS**

**2.1 GENERAL.** All work shall be conducted by the contractor, with a primary emphasis on assisting the Fort Worth District in providing support to Military and Civil entities with their compliance with environmental laws and regulations. The contractor shall, as outlined by the particular scope of work contained in any individual task order, conduct appropriate field surveys, site visits, interviews; prepare required research designs plans, conduct literature research, execute suitable studies and prepare satisfactory reports; perform site monitoring and hazardous material investigations; investigate site mitigation through data recovery and laboratory analyses. Any or all of the investigations and studies may be required during the period of this contract. The investigations and study work effort may require one or all of the following disciplines: Wildlife and Fisheries Biology; Terrestrial, Wetland, and Aquatic Ecology; Sociology, Economics, History, Historical Architecture, Archeology, Geology; Air and Water Quality (Environmental Engineering/Chemistry), Occupational Safety and Health Compliance (industrial hygienist); Transportation/Traffic, Hydraulics and Hydrology; Geographic Information Systems; Remote Sensing; Landscape Architecture; Outdoor Recreation Planning; Noise Monitoring and Modeling, and Airspace Utilization and Planning.

**2.2 REGULATORY COMPLIANCE AND GUIDANCE.** The investigations, studies and reports will pertain to the following: military activities of the U.S. Armed Forces; the planning, construction, operations and maintenance of the Corps of Engineers Civil Works projects; activities in support of other Government agencies (General Services Administration, Department of Homeland Security, etc.); and federal and state regulatory compliance. These studies and reports will be carried out in full accordance with the requirements of the following (but not limited to) acts, laws, and/or statutes:

American Indian Religious Freedom Act  
Anadromous Fish Conservation Act  
Archeological and Historic Preservation Act, as amended  
Archeological Resources Protection Act of 1979  
Asbestos Hazardous Emergency Response Act of 1986  
Bald Eagle Protection Act  
Clean Air Act, as amended  
Clean Water Act (CWA or Federal Water Pollution Control Act), as amended  
Coastal Zone Management Act of 1972, as amended  
Comprehensive Environmental Responsibility, Compensation and Liability Act  
Endangered Species Act of 1973, as amended  
Emergency Planning and Community Right-to-Know Act  
Estuary Protection Act of 1986, as amended  
Federal Water Project Recreation Act, as amended  
Federal Environmental Pesticide Act of 1972  
Federal Facilities Compliance Act  
Federal Insecticide, Fungicide, and Rodenticide Act  
Federal Land Policy and Management Act of 1976  
Federal Noxious Weed Act of 1920  
Freedom of Information Act  
Fish and Wildlife Coordination Act  
Fish and Wildlife Conservation Act (Non-game Act)  
Fish, Wildlife, and Game Conservation  
Flood Control Act of 1944, as amended  
Hazardous Material Transportation Act  
Hazardous Substance Response Revenue Act of 1980 (as amended)  
Historic Sites Act of 1935  
Land and Water Conservation Fund Act of 1965  
Marine Mammal Protection Act  
Military Lands Withdrawal Act  
Military Reservations and Facilities: Hunting, Fishing, and Trapping  
Migratory Bird Treaty Act  
Medical Waste Tracking Act  
National Environmental Policy Act (NEPA), as amended  
National Historic Preservation Act of 1966, as amended  
Native American Graves Protection and Repatriation Act  
Noise Control Act of 1972, as amended  
Ocean Dumping Act  
Occupational Safety and Health Act (OSHA)  
Oil Pollution Act  
Resource Conservation and Recovery Act (Subtitles C, D, and I)  
Rivers and Harbors Act of 1899, as amended  
Safe Drinking Water Act  
Superfund Amendments and Reauthorization Act  
The Solid Waste Disposal Act  
Toxic Substances Control Act  
Watershed Protection and Flood Prevention Act, as amended  
Wetlands Conservation Act  
Wild and Scenic Rivers Act, as amended  
Wilderness Act  
Wilderness Conservation on Military Reservations (Sikes Act)

In addition to the above, there are Executive Orders (EO); Department of Defense Directives (DODDs); promulgated regulations including Army Regulations (ARs), Air Force Regulations (AFRs), and Engineering

Regulations (ERs); and implementing guidance documents (memorandums, technical bulletins, technical manuals, etc.), including, but not limited to:

EO 11593	Protection and Enhancement of the Cultural Environment
EO 11644	Use of Off-road Vehicles on Public Land
EO 11987	Exotic Organisms
EO 11988	Floodplain Management
EO 11990	Protection of Wetlands
EO 11991	Protection and Enhancement of Environmental Quality
EO 12088	Federal Compliance with Pollution Control Standards
EO 12114	Environmental Effects Abroad of Major Federal Actions
EO 12123	Offshore Oil Spill Pollution
EO 12580	Installation Restoration Program
EO 12843	Procurement Requirements and Policies for Federal Agencies for Ozone Depleting Substances
EO 12856	Federal Compliance with Right-To-Know Laws and Pollution Prevention Requirements
EO 12873	Federal Acquisition, Recycling, and Waste Prevention
EO 13007	Indian Sacred Sites
DODD 4150.7	Pest Management Program
DODD 4160.21-M	Defense Utilization and Disposal Manual
DODD 4165.60	Solid Waste (Collection, Disposal, Material Recovering, Recycling)
DODD 4710.1	Archeological and Historical Resources Management
DODD 5030.41	Oil and Hazardous Substances Pollution Prevention and Contingency Program
DODD 6050.8	Storage and Disposal of Non-DOD-owned Hazardous or Toxic Materials on DOD Installations
DODD 6050.9	Chlorofluorocarbons (CFCs) and Halons
DAIM-ED-H	Endangered/Threatened Species Guidance (HQDA Memorandum)
HQDA Ltr 200-94-1	Army Pollution Prevention Program, SOD Memo Comprehensive Pollution

Prevention Strategy (dated 11 August 1994)

AR 200-1	Environmental Protection and Enhancement
AR 200-2	Environmental Effects of Army Action
AR 200-3	Natural Resources – Land, Forest, and Wildlife Management
AR 200-4	Historic Preservation
AR 40-5	Preventive Medicine
AAP for 36 CFR Part 800	
AR 215-2	Administration of Morale, Welfare and Recreation (MWR) Activities and Nonappropriated Funds Instrumentalities (NAFIs)
AR 420-46	Water Supply and Wastewater
AR 420-47	Soil and Hazardous Waste Management
AR 420-76	Pest Management
AFR 32-7061	The Environmental Impact Analysis Process
AFR 32-7065	Historic Preservation
AF Policy Directive (AFPD) 32-70	Environmental Quality
ER 200-2-2	Procedures for Implementing NEPA
ER 1102-2-100	Guidance for Conducting Civil Works Planning Studies
ER 1165-2-400	Water Resource Policies and Authorities
ER 1130-2-435	Preparation of Project Master Plans
ER 1130-2-438	Historic Preservation Program
ER 1130-2-400	Management of Natural Resources and Outdoor Recreation at Civil Works Water Resource Projects
TB-MED 576	Sanitary Control and Surveillance of Water Supplies at Fixed Installations (Mar 1982)

TM 5-633	Natural Resources: Fish Wildlife Management (Feb 1982)
TM 5-665	Operation and Maintenance of Domestic and Industrial Wastewater Systems (Jan 1982)
TM 5-803-2	Environmental Protection: Planning in the Noise Environment (15 Jun 1978)
TM 5-803-12	Planning of Outdoor Recreation Areas
TM 5-813-1	Water Supply Sources and General Considerations (4 Jun 1987)
TM 5-813-4	Water, Water Storage (20 Sep 85)
TM 5-814-2	Sanitary and Industrial Wastewater Collection Pumping Stations and Forced Mains (Mar 1985)
EM 1110-1-400	Recreation Planning and Design Criteria

All contract work shall comply with the above, in addition to all applicable State and local statutes and regulations.

**2.3 APPLICABLE WORK LOCATIONS.** Any of the work effort described above which is relevant to the United States Government military activities or Civil Works projects and other water resources work effort will take place within the United States and its Trust Territories.

**2.4 PROFESSIONAL REGISTRATION/CERTIFICATION AND REGULATED PROCEDURES.** In performing the work effort, the Contractor shall adhere to professional guidelines and procedures established or approved by applicable Federal/state/ local regulatory agencies. Register of Professional Archeologists certification is acceptable as meeting archeological personnel qualifications; non-registered archaeologists must meet Secretary of Interior Guidelines. In the performance of air/water quality testing, the contractor shall utilize only collection, transportation, testing, recording, and sample disposal procedures approved by the EPA and the applicable State agency involved. The Contractor must obtain and maintain all transportation/handling documentation and certifications required by the applicable State/Federal agencies. Laboratories used (prime or subcontracted facilities) must obtain Fort Worth District, U.S. Army Corps of Engineers approval.

**2.5 CONTRACT AUTHORITY AND WORK DEVIATION.** The Contractor shall maintain full cooperation with the Corps of Engineers (CE) Technical Manager, United States Government contacts and other government agency representatives that are involved in the work effort. The CE Technical Manager is the primary contact for all technical matters and the CE Contracting Officer (CEKO) or CE Contracting Officer's Authorized Representative (CECOR) are the only responsible parties for contractual matters; consequently, the Contractor shall not take any action relating to this contract at the direction of any other party.

Any deviation from the established and approved study design, including specific methods and techniques, must be proposed in writing by the Contractor and approved by the Contracting Officer prior to implementation. Deviations, however, shall not result in any additional cost to the Government.

**2.6 USE OF SUBCONTRACTORS.** The Contractor shall not subcontract any portion of this contract to a party other than those identified in proposals submitted in response to this request for proposal without written authorization from the Contracting Officer or the Contracting Officer's Authorized Representative.

**2.7 SAFETY.** The Contractor shall at all times conduct operations in a safe manner and in accordance with the CE Safety and Health Requirements Manual (EM 385-1-1, revised September 1996). A copy of this manual is available for download at <http://www.usace.army.mil/inet/usace-docs/eng-manuals/em385-1-1/toc.htm>. The contractor may be required to develop a health and safety management plan for any task order issued under this contract and to make such a plan available for inspection by the Government. The contractor shall adhere to all health and safety laws in performance of the required work.

**2.8 SECURITY CLEARANCE.** ~~Contractor must be able to obtain a Department of Defense Industrial Security Clearance for the handling and storage of classified materials. A secret clearance must be obtained before contract award.~~ **The successful offeror must be able to obtain a Department of Defense Industrial Security Clearance (level secret) for the handling and storage of classified materials. If the successful offeror does not have the required security clearance, the Fort Worth district will sponsor the firm for this clearance. Within 10 days of contract award, the awardee is responsible to furnish the information required on DD Form 254,**

**furnished in Section J of the RFP. In the event the awardee does not furnish the required information or is not able to secure the required clearance, the Government reserves the right to terminate the contract for default.**

### **3.0 ENVIRONMENTAL ANALYSIS AND COMPLIANCE ACTIVITIES**

#### **3.1 Environmental Analysis and Land Use Planning.**

The contractor shall provide technical support to the Fort Worth District complying with NEPA in implementing natural and cultural resource programs, and in analyzing land use proposals and plans. The Contractor shall utilize a multi-disciplinary team approach in conducting all NEPA studies/investigations. The multi-disciplinary team shall be composed of personnel trained in the environmental sciences and environmental design arts. All document preparation and procedures will be conducted in accordance with NEPA and the applicable Federal regulations.

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

**3.1.1 Environmental Impact Analysis Process (EIAP).** NEPA and the President's Council on Environmental Quality (CEQ) regulations (40 CFR1500-1508) require that federal agencies examine the potential impacts of its proposed actions. The contractor shall perform activities such as the preparation of the Description of the Proposed Action and Alternatives (DOPAA), Environmental Assessments (EAs), Environmental Impact Statements (EISs), Findings Of No Significant Impact (FONSIs), Records of Decisions (RODs), mitigation plans and other associated documents that might be required. The contractor shall perform activities such as data identification, data collection (including site visits and interviews), data development, and data interpretation, preparation of human health risk and environmental impact evaluations and reports; preparation of expert testimony; and preparation of material for and attendance at public meetings and public hearings (including scoping meetings).

##### **3.1.1.1 Environmental Assessment (EA) and Finding of No Significant Impact (FONSI)**

The EA is a concise public document that serves to briefly provide sufficient evidence and analysis for determining whether to prepare an EIS or whether the decision-maker can prepare and sign a FONSI. Additionally, for actions involving wetland destruction, the contractor may be required to complete a Finding of No Practicable Alternative (FONPA). The EA facilitates the preparation of an EIS when one is necessary and includes brief discussions of the need for the proposal, of the alternatives considered, and of the environmental impacts of the proposed action and alternatives. It also includes a listing of agencies and persons consulted. Actions that normally require an EA include minor force structure changes, base/land disposal and reuse, deployment of new weapon systems, minor civil and military construction, construction of force protection measures, and any actions that cannot be categorically excluded. As specified in individual task orders, the contractor shall prepare EAs for specific actions. This includes activities such as obtaining and analyzing data to determine potential environmental impacts, preparing the text of the EA, preparing the text of the FONSI (if appropriate), and coordinating efforts with the appropriate federal, state and local agencies.

##### **3.1.1.2 Environmental Impact Statement (EIS) and Record of Decision (ROD)**

An EIS is a detailed written statement required by section 102(2)(C) of NEPA. It is a detailed study of the potential significant environmental impacts that may be caused by a major federal action. The format of an EIS and the procedures for developing and publishing such a study are contained in the CEQ regulations (40 CFR 1500-1508). The EIS provides a discussion of the purpose and need for a proposed action, of alternatives including the proposed action, of the affected environment, and of potential environmental consequences. Actions that normally require an EIS include major force structure changes, base disposal and reuse, major military construction, and deployment of new major weapon systems. Also included are the cumulative effects of multiple actions and any action for which a FONSI cannot be concluded. The EIS undergoes close public scrutiny including public hearings on any proposed action. The outcome of the process is a Record of Decision (ROD), signed by the proponent agency decision maker that explains the action, its environmental consequences, all alternative considered, and discusses any mitigating

measures adopted to minimize the impacts of the proposed action (including any monitoring and enforcement program that is part of any mitigation). Until the ROD is issued, the proponent agency can take no action that would have an adverse environmental impact or that would limit the choice of reasonable alternative.

The contractor may also be tasked to develop Mitigation Implementation Plans. The contractor shall prepare draft and final EISs as specified in individual task orders. The contractor shall undertake activities necessary to prepare the documents assigned. The contractor may be directed in individual task orders to perform activities such as identifying, collecting and developing data for preparation of EISs, interpreting data, analyzing environmental consequences, writing the EIS, providing support material for any public meetings (including, but not limited to, audiovisual aids, supporting text, and other hearing-related printed materials), providing verbatim documentation of public hearings, preparing material responding to public comments, and writing the ROD.

### **3.2 NATURAL AND CULTURAL RESOURCES ACTIVITIES**

**3.2.1 Natural Resources.** The natural resource work may include, but not necessarily be limited to, the following types of tasks: identify, obtain, and review all data, documents and records relevant to review, revise, amend or prepare resource reports and management plans for threatened and endangered species, wetlands and floodplains, fish and wildlife resources, and coastal zone resources; specific flora/fauna surveys (bird counts, habitat surveys, deer counts, endangered species surveys, etc.), Ground-truth Geographic Information System (GIS) identified habitat classifications, Integrated Natural Resource Management Plans, Fish and Wildlife Management Plans, Endangered Species Management Plans, Biological Assessments in accordance with the Endangered Species Act, environmental studies in accordance with the Military Lands Withdrawal Act, mineral surveys in accordance with the Federal Land Policy Management Act, wetlands delineation/determinations in accordance with Section 404 of the CWA and Corps of Engineers Policy and Guidelines, wetland development planning, In-stream Flow Incremental Methodologies, Habitat Evaluation Procedures (HEP), environmental monitoring during/after construction, pre-impoundment and post-impoundment environmental studies, Integrated Training Area Management (ITAM), Landscape Management Plans, Forestry Management Plans, and other natural resource investigations to accomplish and complete assignments for the Environmental Resources Branch of the Planning, Environmental, Regulatory Division, Fort Worth District, Corps of Engineers. The contractor shall review, revise, amend, or prepare the reports and plans for the resource areas described below. The contractor shall identify and follow the provisions of all-applicable laws and regulations. As appropriate, the contractor shall acquire, compile, and/or prepare databases and GIS maps in a digital format compatible with those currently in use in the Command and the individual installations.

**3.2.2 Threatened and Endangered Species** The contractor shall conduct field studies and provide reports and/or management plans for threatened and endangered species, consult the U.S. Fish and Wildlife Service's List of Threatened and Endangered Species for the county or counties in question to determine whether any threatened or endangered species are within the study area or use habitat within the study area, consult any state lists of threatened and endangered species to determine whether any threatened or endangered species are within, or use habitat within the study area, contact appropriate state wildlife offices for information on habitats of importance that are located within the study area, or in the area of influence, perform surveys on the installation or in the area of influence to identify the presence of threatened or endangered species or the presence of habitat for such species, and develop procedures to protect any threatened or endangered species and to protect their habitat.

**3.2.3 Wetlands and Floodplains:** The contractor shall conduct field studies and provide reports and/or management plans for wetlands or floodplain resource information or management actions; review the U.S. Fish and Wildlife Service's National Wetland Inventory maps that cover the area of the installation to identify any recognized or designated wetlands; review U.S. Soil Conservation Service maps; apply the federal criteria for wetland delineation to any applicable areas of the installation (Federal Interagency Committee for Wetland Delineation, 1989. Federal Manual for Identifying and Delineating Jurisdictional Wetlands, Washington, DC); prepare installation wetland maps; review any available U.S. Geological Survey floodplain insurance maps that cover the area of the installation; contact local U.S. Army Corps of Engineers district offices and other federal agencies for wetlands and floodplain information; contact local or state planning agencies for locally imposed

floodplain development constraints; and comply with Executive Order 11988, Floodplain Management, 24 May 1977 as amended by EO 12148, Federal Emergency Management, 20 July 1979.

**3.2.4 Fish and Wildlife Resources.** The contractor shall conduct field studies and provide reports and/or management plans for fish and wildlife resource information or management actions, contact state or regional office of the U.S. Fish and Wildlife Service for information on installation wildlife and wildlife habitats, and contact the state department of fish and wildlife for information on the installation and for their consideration of fish and wildlife resources on the installation that they consider important.

**3.2.5 Coastal Zone Resources.** The contractor shall conduct field studies and provide reports and/or management plans for any coastal zone resource information or management actions; obtain and review any state Coastal Zone Management Plan to identify any land use constraints for the study area; develop procedures for complying with the provisions of the coastal zone management plan.

**3.2.6 Cultural Resources Studies.** The contractor may be called upon to provide a full range of cultural resource services including: archeological inventories, overviews, predicative models, testing, documentation, and site evaluation; architectural inventories, recordation, documentation, Historic American Building Survey/Historic Architecture Engineering Record (HABS/HAER) documentation and evaluation; development of historic contexts, overviews, reports, and publications; development of popular reports, exhibits, brochures, videos and artwork to support customer efforts at public education in the areas of history and cultural resources; literature reviews; historic preservation and cultural resource management plans; mitigation plans; ethno-historical documentation, skeletal analysis, recordation, and documentation in support of Native American Graves Protection and Repatriation Act compliance; native American consultation and documentation.

At a minimum, all work shall conform to the standards published as Archeology and Historic Preservation; Secretary of the Interior's Standards and Guidelines (Federal Register, Volume 48, Number 190). The contractor shall also adhere to published guidelines, regulations, and instructions of the applicable service (i.e. AR 200-4, AFI 32-7065, NAVFAC INST 11010.70, etc.). All personnel assigned to cultural resource projects shall meet the personnel standards published in the Secretary of the Interior's Standards and Guidelines. In addition, all archeologists at the crew chief level or above shall meet standards for Archeological Resources Protection Act permit applicants published in 43 CFR Part 7.8

The contractor shall maintain full cooperation with the designated CE Cultural Resource technical manager. The designated CE Cultural Resource technical manager is the only lead contact for technical matters and compliance issues. The CE is solely responsible for coordination with other agencies as necessary (State Historic Preservation Officers, Advisory Council on Historic Preservation, etc.).

All documents, field notes, photographs, illustrations, recordings, videotapes, etc. produced in support, or as part of cultural resource requirements initiated under this contract are considered part of the cultural resource record and will be curated in accordance with 36 CFR Part 79, Curation of Federally Owned and Administered Archeological Collections. All data and documents generated are considered to be property of the Federal Government. Any presentations or distribution of any papers, research results, etc will require the permission of the Federal Government.

### **3.3 ENVIRONMENTAL AUDITS AND ENVIRONMENTAL COMPLIANCE ASSESSMENTS.**

Environmental audits and assessments are a vital tool for installation commanders and environmental managers in the administration of their environmental programs. The Contractor shall field the appropriate qualified personnel for the specific engineering studies assigned. The contractor shall obtain or acquire all necessary permits/certifications required by Federal, state, and local regulatory agencies to perform the required work. Types of work may include, but not be limited to, surveys, sample collection and analyses (lead-based paint, asbestos, PCBs, petroleum contamination, UST sampling, specific or general water sampling, air sampling, etc.); development of required regulatory documents (storm water pollution prevention plans, air emission inventories, etc.); preparation of pre-design reports (survey reports, strategy papers, conceptual planning documents); preparation of permit applications (for Title V operating air permits, RCRA permits, etc.); development of pollution

prevention opportunity assessments or waste minimization studies; conduct preliminary hazardous/toxic/radiological studies (phase 1 preliminary site assessments, environmental due diligence audits, environmental baseline studies, etc.); preparation of spill prevention plans; multimedia environmental/health and/or safety compliance assessment surveys and reports (civil and military), and the preparation of environmental design reports, detailed plans, and specifications. In addition, the contractor may be required to provide support to installations in the establishment of electronic tracking systems for hazardous materials.

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

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

**3.5 POLLUTION PREVENTION ACTIVITIES.** The 1990 Pollution Prevention Act officially made pollution prevention a national policy, stating that US EPA must consider the effect of its existing and proposed programs and regulations on source reduction. The 1990 CAA Amendments reinforced this position, stating that the US EPA shall “encourage or otherwise promote reasonable federal, state and local government actions consistent with the provisions of this act, for pollution prevention”. The military has established policy and procedures for the operation and management of the Pollution Prevention Program, focusing on reducing hazardous and toxic materials and the generation of wastes through source reduction and environmentally sound recycling. As specified in individual task orders, the contractor shall conduct pollution prevention activities such as developing pollution prevention plans, establishing inventories for hazardous materials and municipal solid waste streams, conducting pollution prevention opportunity assessments, evaluating the economics and technical feasibility of process changes and recycling alternatives, creating databases to track progress in achieving each stated pollution prevention goal, other special pollution prevention studies, developing and applying training/educational materials.

**3.5.1 Pollution Prevention Management Plan (PPMP).** The pollution prevention management plan, which describes the overall pollution prevention strategy and goals for the installation is required at each installation. Areas addressed by the PPMP include the installation’s pollution prevention baseline and goals, an opportunity

analysis, and identification of waste reduction methodologies. As specified in the individual task orders, the contractor shall prepare and revise the PPMP installations and sites.

**3.5.2 Pollution Prevention Baseline Surveys.** Baseline surveys are required to focus waste minimization and pollution prevention efforts in the areas with the largest payback. These surveys are used as a basis for pollution prevention opportunity assessments and may be required at military installations. The surveys will establish inventories for hazardous materials and wastes including but not limited to ozone depleting substances, EPA 17 Industrial Toxics Project substances, and other hazardous wastes, air pollutants, surface water discharges and non-point source runoff. As specified in individual task orders, the contractor shall conduct surveys to determine the type and quantities of hazardous materials and waste generated and establish baselines for the quantities of materials used and waste generated for all waste streams on the installations.

**3.5.3 Pollution Prevention Opportunity Assessments.** An integral part of the installation pollution prevention program is the identification of areas for aggressive waste reduction efforts. Data collected in pollution prevention baseline surveys is used to identify the most promising areas in which to reduce the amount of waste generated on an installation. The contractor shall, as specified in individual task orders, perform services which include but are not limited to performing an economic analysis to justify areas for waste reduction efforts, systematic evaluations of opportunities for waste reduction, and economic evaluation of proposed purchases of pollution prevention equipment or facilities. The contractor shall also be prepared to conduct an analysis of an installation's entire environmental compliance posture, and to propose pollution prevention solutions to reduce or eliminate the installation's vulnerability to an enforcement action. The contractor should be prepared to apply a decision-making matrix for each pollution prevention opportunity by scoring it against a standardized template.

**3.5.4 Pollution Prevention Database.** Once waste streams have been identified for pollution prevention initiatives, it is important for the installation to have a means to track the amount of waste generated and disposed. Computerized database systems are one means of monitoring these waste streams. The contractor shall, in accordance with individual task orders, develop and/or compile data for tracking all hazardous waste streams, municipal solid waste management and recycling, air emissions of volatile organic compounds and other air pollutants, use and release of ozone depleting substances to the environment, and any other streams which have been targeted for pollution prevention initiatives. The contractor shall tailor each tracking system to meet the needs of each installation as outlined in each task order.

### **3.6 ENVIRONMENTAL INFORMATION/TRAINING SERVICES.**

Environmental training, the development and maintenance of technical libraries and resource centers, and support for environmental conferences and seminars are some of the activities the contractor may be tasked to perform under this SOW. These services provide the nucleus of the governmental environmental quality program.

#### **3.6.1 Environmental Training/Seminars/Conferences**

In order for civilian and military personnel to comply with the variety of federal, state, and local environmental laws and regulations, they must be equipped with the knowledge, skills, and abilities necessary to identify and execute environmental programs requirements. It is vital for all personnel on an installation to be aware of environmental policies and programs and have the skills necessary to execute the programs if our installations are to be good stewards of the environment. Environmental training is an important element of a successful environmental program. The contractor may be tasked to develop and provide a comprehensive training program to include but not limited to awareness training, hazardous waste management training, and emergency response training. Additionally, the contractor may be required to develop and maintain technical libraries and resource centers. Installations will require training along a continuum from general awareness training to detailed training in the areas such as hazardous waste management, emergency response, etc. Existing training programs may require updating in order to comply with applicable laws and regulations and/or it may be necessary to develop new training programs in order to ensure compliance. Environmental seminars may be required to inform environmental professionals and senior leaders about new or modified federal and state laws and regulations. Environmental conferences and symposiums are effective means for disseminating up-to-date information and obtaining feedback from installation personnel. Conference size may range from approximately 25 – 2000 people and up. In accordance with individual task orders, the contractor shall perform services including but not limited to developing standardized base

environmental training programs, training programs required to comply with federal, state, and local environmental laws and regulations, and training programs which address requirements mandated by DoD regulations. Specific requirements for each training program will be outlined in individual task orders. However, general requirements for training programs will include preparation of training scripts in hard copy and computer formats and accompanying audiovisual materials (slides, videotapes, etc.). The contractor may also be required to conduct the training at one or more installations or locations. In addition, the contractor may be asked to provide site specific and/or regional seminars for new or modified federal and state laws and regulations, including changes in the execution of environmental programs, for environmental managers and senior leaders. For conferences/symposiums, the contractor shall perform services to include but not limited to: site selection, developing the program, arranging for facility and equipment requirements, providing the desired audience with advance information, obtaining the services of appropriate speakers, registering attendees, and preparing minutes of the meetings. The program may also include providing each attendee with a complete package of technical, economic and regulatory information if required by the individual task order. The contractor will also be required to complete a follow-on after action report at the conclusion of the conference/symposium.

### **3.6.2 Developing Pamphlets, Manuals, and Guidebooks**

Educational pamphlets, manuals, and guidebooks are vital to the successful management of installation environmental programs. The development of new manuals or adaptation of existing documents to meet ACC or installation needs may be necessary. In most cases, manuals are intended to be dynamic documents that may require periodic revision to remain current with the latest technology and policy developments. Handbooks and pamphlets are reference tools which may be used either at the desk or field level. They are broad collections of information, statistics, data and techniques relevant to the subject area. User's guides explain and describe a model or process and may require updates.

As specified in individual task orders, the contractor shall perform activities, which include, but are not limited to preparing, revising, and updating pamphlets, manuals, handbooks, and user's guides for environmental topics. The documents shall bring together information that may be dispersed throughout a wide number of reports and other documents on environmental topics.

**3.7 OTHER INVESTIGATIONS AND/OR SUPPORT SERVICES:** The Contractor may be required to conduct other special economic, social, recreational, or general civil engineering studies in support of ongoing environmental evaluations or water resources/installation planning. In water resource studies, the contractor may be required to survey specified watershed areas, determine the economic, social, and engineering aspects of existing conditions, and project future conditions for various development scenarios. In installation master planning studies, the contractor may be required to develop Installation Master Plans, prepare Site Development Plans, analyze and review utility capabilities under various operating scenarios, perform hydrologic or hydraulic analyses of surface waters and ground water flow studies. In Base Realignment and Closure studies, the contractor may be required to produce a stand-alone special socio-economic report addressing potential impacts. In addition, the Contractor may be required to prepare Military Recreation Master Plans, Recreation Surveys, Recreation Needs Analyses, and Aesthetic Resource Analyses.

## **4.0. PROJECT ADMINISTRATION AND MANAGEMENT**

Unless otherwise stated in individual task orders, the contractor shall supply all personnel, material, equipment, transportation, etc., required to perform work as described in each task order.

### **4.1 PERSONNEL RESPONSIBILITIES AND QUALIFICATION REQUIREMENTS**

The following labor categories are required for performance of this contract:

- A. Program Manager.** The program manager shall be responsible for the overall management of tasks performed under this contract and shall be the primary point of contact for contractual issues. The program

manager shall be assigned by the contractor upon award of the contract. He/she shall be responsible for ensuring that effective systems are developed to meet the objectives of the action.

- B. Project Manager.** The project manager shall be responsible for implementing specific task orders under the contract. He/she shall evaluate the requirements of a task order and shall develop and implement a plan to meet these requirements. The project manager shall be the primary point of contact for the task order.

**4.1.1 Professional Labor** - The rest of the labor categories will be dependent upon the nature of the task order. The program manager and project manager will be responsible for assigning qualified personnel to individual task orders.

**4.1.2 Technical Labor.** Depending on the nature of the task order, the contractor will need a variety of technical labor personnel specialized in specific trades related to environmental compliance and analysis activities. Technical personnel perform in a support role in routine activities. The program manager and project manager shall be responsible for assigning qualified personnel to the task orders.

**4.1.3 Clerical and Word Processor.** Administrative personnel responsible for filing, word processing, and general secretarial duties. The word processor operates with a high degree of proficiency and skill on various computerized word processing equipment in preparation of technical and non-technical documents, reports, tables, etc. in a professional, accurate and timely manner. The clerical labor discipline performs routine and non-routine secretarial duties.

## **4.2 MEETINGS, CONFERENCES, SITE VISITS**

**4.2.1 Start-up Meetings.** The contractor may be required to attend a pre-work and/or task start-up meeting as specified in each task order. The attendees may include, but are not limited to: contractor's representatives, Fort Worth District personnel, installation personnel and representatives from regulatory agencies with an interest in the project. During these meetings, the contractor shall present objectives for accomplishing the task order as well as any other information pertinent to the project.

**4.2.2 Progress Meetings.** The contractor may attend progress meetings as specified in the individual task orders. The Fort Worth District and customer will establish the location and time of these meetings. The purpose of these meetings will be to discuss plans, progress, status, and any obstacles encountered in execution of the task order. These progress meetings may be satisfied telephonically in some task orders.

**4.2.3 Public Meetings and Hearings.** The contractor shall be available to attend public meetings and hearings as specified in individual task orders, as an observer and/or advisor, to present technical information or provide logistical support (i.e., preparation of handouts, reports, recording of the meeting, slides, etc.) for the government's policy and its position.

**4.2.4 Training/Education/Briefings.** The contractor may be required to prepare and present training, educational, and briefing materials on issues of concern. Subjects will include environmental awareness, analysis and compliance issues. Training will be conducted to meet program objectives of individual task orders and/or requirements under federal and state certification regulations and laws.

**4.2.5 Regulatory Interface.** The contractor may be required to assist in the application of regulatory requirements that pertain to projects and maintain currency with changing federal, state and local laws and regulations. Specific duties may include: assisting in administrative or judicial proceedings related to the project; assisting in technical review or analysis to integrate comments from federal, state, and local governments on programs and related studies; assisting in meetings with regulators; assisting in interpretation of new regulatory and statutory requirements and make recommendations for environmental policy integration as it applies to the task order.

## **5.0 SUBMITTALS/DELIVERABLES**

Timely submission of all deliverables is essential to the successful completion of task orders issued under this contract. The Fort Worth District conducts its environmental programs according to DoD, EPA, and regulatory requirements. As such, the proper, complete and timely reporting of all activities, progress and documents is critical compliance with environmental laws and regulations. All deliverables shall be prepared and submitted according to format, content, and schedule described in the specific task order. Schedules for submittals and/or deliverables will be specified in individual task orders. All data and documents generated are considered to be property of the Federal Government, and may not be reproduced, presented, or distributed without the permission of the Federal Government.

**5.1 Reports.** All reports will be completed to conform to the requirements specified in each task order.

**5.2 Monthly Progress Reports.** As specified in individual task orders and as required, the contractor shall provide the designated representatives at Fort Worth District Office with monthly progress reports throughout the performance of a task order.

### **5.3 Meeting minutes**

As specified in individual task orders, the contractor shall be responsible for preparing minutes of all meetings attended. The minutes shall document all items discussed at the meeting and shall include a list of meeting attendees. Minutes shall be submitted to the Fort Worth District and customers as described in the individual task order. Attendees from all participating agencies will review the minutes and submit comments to the Fort Worth District point of contact. The POC will ensure all comments are forwarded to the contractor for incorporation into the final minutes.

### **5.4 Site Visit Reports**

The contractor shall prepare site visit reports, as specified in each individual task order, following each visit to a site, vendor, other facility, etc. for the purpose of collecting information required to complete a given task. The report shall include a statement of the purpose of the visit, a summary of activities, a list of contacts, and a discussion of observations, data obtained, and any anticipated follow-up activities.

### **5.5 Databases**

As specified in individual task orders, the contractor shall prepare databases in the format requested by the individual customer. Exact specifications shall be stated as in the individual task order. The contractor shall be responsible for identifying any hardware/software required to transfer the data/information to the system.

## **6.0 MULTIPLE TASK ORDERS**

Due to scheduling needs, the Contractor may have multiple task orders under way simultaneously. Under such situations, the Contractor must still complete all orders within the scheduled allowed. The Government reserves the right to divert the Contractor to work on task orders of higher priority. In such cases, time extensions will be granted for completion of task orders that have been delayed because of Government actions.

## **7.0 EXERCISE OF OPTION BEFORE THE END OF THE 12-MONTH PERIOD**

If the maximum base or option period contract amount (\$5,000,000.00) is reached before the completion of the base or option period (<12 months), the Government reserves the right to exercise the next option period at that time.

## **8.0 PAYMENT SCHEDULE**

Task Orders < \$25,000.00 or < 90 days delivery will be paid in one lump sum. Payment for task orders > \$25,000.00 or > 90 days delivery will be negotiated on each individual task order.

## **9.0 MAXIMUM AMOUNT OF CONTRACT**

The total estimated maximum amount of this contract is \$25,000,000.00 (\$5,000,000.00 for the Base Period and Option Periods 1-4).

## **10.0 DELIVERY SCHEDULES/PERFORMANCE PERIODS**

Task order delivery schedules and performance periods will be stated in the scope of work on each individual task order.

#### **11.0 TASK ORDER AWARD UNDER A MULTIPLE AWARD CONTRACT**

All task orders over \$100,000.00, except those that meet the criteria of FAR 16.505(b)(2)(i-iv), will be competed among successful firms under the resulting contract. The evaluation criteria will be stated on each task order scope of work. Cost or Price is a required evaluating factor per FAR 16.505(b)(ii)(E).

#### **12.0 TASK ORDER LIMITATIONS**

(a) Minimum order. \$2,500.00

(b) Maximum order.

(1) A single Task Order – the estimated total NTE amount of current contract period.

#### **13.0 SPORADIC WORKLOAD**

The Government's workload (Task Orders issued under this contract) will often be sporadic in nature. Bursts of projects will be given to the Contractor at one time followed by periods (possibly several days, weeks, or months at a time) where no work will be given to the Contractor at all, followed by yet another burst of work. Contractor shall have the management, technical and financial capability to continuously meet the Government's requirements, as stated in this RFP, throughout the sporadic workload periods whenever they occur during the life of the contract. Normally, the Government's heaviest procurement workload is during the 4th quarter of the fiscal year (JULY, AUGUST, & SEPTEMBER).

**End of Section C**

Section J - List of Documents, Exhibits and Other Attachments

CLIENT AUTHORIZATION LETTER

Section J  
List of Documents, Exhibits, and Other Attachments

Table of Contents

<u>Attachment No.</u>	<u>Title</u>	<u>Number of Pages</u>
1	Client Authorization Letter	1
2	Past Performance Questionnaire	2
3	DD Form 254, Contract Security Classification Specification	2
4	Wage Determinations: <b>Specific Wage Determinations are not included in this solicitation, but will be incorporated into the resulting contract</b>	

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY FULL TEXT

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 99)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

(End of provision)

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

a. 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 Priced, Indefinite Delivery/Indefinite Quantity contract resulting from this solicitation.

(End of clause)

52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

(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 Engineer District, Fort Worth

ATTN: CESWF-CT-S

P.O. Box 17300

Forth Worth, Texas 76102-0300

(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)

## PREPARATION OF PROPOSALS

### (a) General Information

(1) Packages and/or envelopes containing the Technical Proposal and Cost Proposal shall be marked with the solicitation number.

(2) The Technical Proposal and Cost Proposal shall be completely separate from each other, in separate binders, with no intermixing of materials.

(3) A checklist shall be provided for each section of the proposal. Key paragraphs and all pages are to be identified. Offerors are advised to respond in the sequence and nomenclature of this solicitation.

(4) Technical Proposals are to be submitted in an original and four (4) machine reproduced copies and **shall be no larger than one (1) 2" three (3) ring binder**. Proposals shall be submitted on standard (8-1/2" X 11") paper, with foldouts no more than 17" long. Pages may be printed on both sides.

(5) Cost Proposals are to be submitted in an original and one (1) machine reproduced copy **and shall be no larger than one (1) 1" binder**. Cost Proposals will consist of Sections B, K, and the Standard Form (SF) 33, (Section A) of this solicitation. An electronic copy of Section B in Microsoft Excel has been posted to the website along with the RFP. The electronic Section B should be completed by filling out the unit price for each CLIN. The totals are protected from change and will total automatically. The completed electronic copy of Section B should be submitted on a 3.5-inch floppy disk with the cost proposal. A floppy disk should be included in both the original and 1 copy of the cost proposal.

(6) Proposals submitted in response to this solicitation will not be returned.

### (b) Technical Proposal - General

(1) No materials may be incorporated by reference, but references from one area to another are permissible, to avoid unnecessary duplication of information. Clear and specific responses to each solicitation item are required. The Technical Proposal will be incorporated and made part of any subsequent contract.

(2) As the Technical Proposal shall describe the capability of the Offeror to participate in this effort, it should be specific and complete in every detail. Proposals which merely offer to provide services in accordance with the Government's Statement of Work shall be considered technically unacceptable and shall not be considered further. The offeror must submit a definite proposal to achieve the end results that are set forth in the Government's requirements.

(c) Technical Information to be Submitted. Furnish the following information, which shall be used to evaluate the proposal. The information should be submitted as listed below with each area tabbed.

## I. Technical Capability

### A. Key Prime Contractor Personnel Profiles and Background.

Provide resumes of the proposed persons within the prime organization to be utilized on this contract. Each resume should provide the proposed management position and/or discipline to be assigned, their educational background, and detailed information on experience with environmental compliance, pollution-prevention, natural resource conservation, and cultural resources type projects under NEPA as described in the solicitation statement of work. (Resume limit 2 pages per person) Pages in excess of the page limit may not be evaluated

### B. Key Subcontractor Personnel and Background.

Provide resumes of the proposed key persons within the subcontractor organization(s) to be utilized on this contract (Resume limit 2 pages per person). Pages in excess of the page limit may not be evaluated. In addition, provide chart or matrix showing the proposed disciplines within subcontractor organizations to be utilized on this contract, and the number of each.

## II. Past Experience

In accordance with FAR 52.219-14, the Prime contractor must have the capability to perform at least 50% of the work assigned. The following is a list of tasks that typically will be assigned under the prospective Indefinite Delivery/Indefinite Quantity (ID/IQ) contracts. Offeror should provide examples of each type of work listed below that has been performed within the last five years. Examples should provide a brief synopsis of the project, the name of the firm that performed the work, the study value to the nearest \$1,000.00, and identification of the customer. In addition, provide the name of the firm that will accomplish the tasks listed below.

- 1) Environmental Impact Statements.
- 2) Environmental Assessments.
- 3) Environmental Baseline Surveys/Phase I Environmental Site Assessments.
- 4) Noise/Air/Ground Water Monitoring.
- 5) Cultural Resource Investigations.
- 6) Natural Resource Investigations.
- 7) Biological Monitoring/Surveys/Assessments.

## III. Past Performance

A. For both the offeror and all proposed major subcontractors, provide a list of contracts and subcontracts relevant to the type of work described in this solicitation that have been completed during the past five years or are currently in process. Contracts listed may include those entered into by the Federal Government, agencies of state and local governments and commercial customers. Denote on this list, three (3) to five (5) multidisciplinary environmental study projects accomplished simultaneously, specifically large projects, and Department of Defense environmental studies. Offerors that are newly formed entities without prior contracts should list contracts and subcontracts as required above for contract participants (e.g. prime or subcontractors). Include the following information for each contract and subcontract:

- a. Name of contracting activity
- b. Contract number
- c. Contract title

- d. Contract type
- e. Brief description of contract or subcontract
- f. Total contract value
- g. Period of performance denoting whether or not project was completed on time.
- h. Contracting officer and telephone number
- i. Program manager and telephone number
- j. Administrative contracting officer (ACO), if different from h. above, and telephone number.
- k. List of major subcontractors

B. Problems encountered on the contracts and subcontracts identified in A. above and corrective actions taken to resolve those problems may be provided. Do not provide general information on performance on the identified contracts. General performance information will be obtained from the references.

C. **The Offeror shall** send Client Authorization Letters (See Section J) to each reference listed in the proposal to assist in the timely processing of the past performance evaluation.

a. If no response is received from a reference, the Government will make an attempt to contact another reference identified by the offeror, to contact a reference not identified by the offeror, or to complete the evaluation with those references who responded.

b. If none of the references respond, an offeror will receive a neutral score. Attempts to obtain responses will generally not go beyond two telephonic messages and/or written requests from the Government, unless otherwise stated in the solicitation.

c. If negative feedback is received from an offeror's reference, the Government will compare the negative response to the offeror's other references to note differences. A score will be assigned appropriately to the offeror based on the information.

D. The offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other government quality awards, and private sector awards or certifications.

E. Identify what segment of the company (one division or the entire company) that received the award or certification. Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.

F. Each offeror will be evaluated on his/her performance under existing and prior contracts for similar products or services. Performance information will be used for both responsibility determinations and as an evaluation factor against which offerors' relative rankings will be compared to assure best value to the government. The government will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement under consideration. The Past Performance Questionnaire identified in Section J will be used **by the Government** to collect this information. References other than those identified by the offeror may be contacted by the Government and used in the evaluation of the offeror's past performance.

IV. Management Capability.

A. Identify the proposed primary subcontractors to be used and the rationale for their selection. Describe how the prime contractor will coordinate the efforts of multiple subcontractors to develop professional environmental studies.

B. Corporate Management Plan describing procedures to be used for management of tasks under this contract. Plan should include discussion of how company will respond to request for proposals, coordinate with subcontractors, check quality and accuracy of data collected, monitor progress and costs to insure timely completion of tasks within budget. The page limit is 5 pages. Pages in excess of the page limit may not be evaluated.

C. Quality Control Plan stating standards and procedures used for product review and responsibility chain for document review. The page limit is 5 pages. Pages in excess of the page limit may not be evaluated.

END OF SECTION L