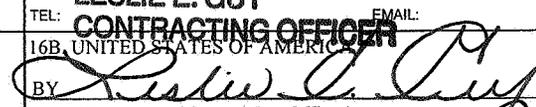


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 31 Jul 2003	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)	
6. ISSUED BY USACE, FT. WORTH DISTRICT CONTRACTING DIVISION 819 TAYLOR STREET, RM 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)				X	9A. AMENDMENT OF SOLICITATION NO. DACA63-03-R-0010	
				X	9B. DATED (SEE ITEM 11) 11-Jul-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 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 <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 INDEFINITE DELIVERY/ INDEFINITE QUANTITY FIXED-PRICE SERVICE CONTRACT FOR NATIONWIDE SUPPORT OF MILITARY AND CIVIL WORKS ENVIRONMENTAL COMPLIANCE/PERFORMANCE ASSESSMENT WORK AND RELATED SUPPORT IDENTIFIED BY THE FORT WORTH DISTRICT, is amended as follows:  See Continuation Sheet (or Sheets)  NOTE: Proposal Receipt date is 12 August 2003, 4:00 p.m., as previously announced.						
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)			
			<b>LESLIE E. GUY</b> TEL: _____ EMAIL: _____ <b>CONTRACTING OFFICER</b>			
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)		31-Jul-2003	

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 B - Supplies Or Services And Prices/Costs**

1. Replace Section B with the accompanying new Section B bearing the notation "ACCOMPANYING AMENDMENT NUMBER 0001 TO SOLICITATION DACA63-03-R-0010." Totals have been removed from the version included in the RFP.
2. The electronic version of Section B referenced in Section L, Preparation of Proposals (a)(5), has been posted to the Fort Worth District website.

**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 (d) II (C), Past Performance 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 (d) II (F), Past Performance is amended as follows: add, The Past Performance Questionnaire identified in Section J will be used "**by the Government**" to collect this information.

**SECTION B**

**SUPPLIES OR SERVICES AND PRICES/COSTS**

**PERFORM ENVIRONMENTAL SUPPORT FOR CIVIL AND MILITARY ACTIVITIES NATIONWIDE FOR THE FORT WORTH DISTRICT.**

The contractor shall furnish all facilities, supplies, materials, and services to conduct all projects and prepare any report requested by the individual task orders issued by the contracting officer in accordance with the Scope of Work in Section C.

**BASE YEAR**

<b>CLIN</b>	<b>DESCRIPTION</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
0001	Program Manager	100	HOUR	_____	_____
0002	Project Manager	2,500	HOUR	_____	_____
0003	Sr. Biologist/Ecologist	400	HOUR	_____	_____
0004	Staff Biologist/Ecologist	2,500	HOUR	_____	_____
0005	Jr. Scientist/Crew Member/Lab Analyst	4,000	HOUR	_____	_____
0006	Sr. Environmental Engineer/Geologist/Chemist	1,200	HOUR	_____	_____
0007	Staff Environmental Engineer/Geologist/Chemist	13,000	HOUR	_____	_____
0008	Project Archaeologist	160	HOUR	_____	_____
0009	Historic Archaeologist	24	HOUR	_____	_____
0010	Historical Architect	16	HOUR	_____	_____
0011	Noise Analyst	200	HOUR	_____	_____
0012	Noise Monitor	40	HOUR	_____	_____
0013	Sr. Civil/Mechanical Engr	500	HOUR	_____	_____
0014	Staff Civil/Mechanical Engr	2,500	HOUR	_____	_____
0015	Sociologist	40	HOUR	_____	_____
0016	Economist	40	HOUR	_____	_____
0017	Outdoor Recreation Planner	24	HOUR	_____	_____
0018	GIS/Remote Sensing Specialist	400	HOUR	_____	_____
0019	Industrial Hygienist	1,000	HOUR	_____	_____
0020	OSHA Specialist	2,500	HOUR	_____	_____
0021	Writer/Editor/Administrative Administrator	1,000	HOUR	_____	_____
0022	Drafter Illustrator	1,000	HOUR	_____	_____
0023	Typist/Word Processor	6,000	HOUR	_____	_____
0024	Data Entry	1,000	HOUR	_____	_____
	<b>Other Direct Costs</b>				
0025	Report Reproduction	250,000	PAGE	_____	_____
0026	General and Administrative % on Extras	N/A	Percentage	_____	_____
	<b>TOTAL ESTIMATED CONTRACT AMOUNT FOR BASE PERIOD</b>				_____

**OPTION YEAR 1**

CLIN	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1001	Program Manager	100	HOUR	_____	_____
1002	Project Manager	2,500	HOUR	_____	_____
1003	Sr. Biologist/Ecologist	400	HOUR	_____	_____
1004	Staff Biologist/Ecologist	2,500	HOUR	_____	_____
1005	Jr. Scientist/Crew Member/Lab Analyst	4,000	HOUR	_____	_____
1006	Sr. Environmental Engineer/Geologist/Chemist	1,200	HOUR	_____	_____
1007	Staff Environmental Engineer/Geologist/Chemist	13,000	HOUR	_____	_____
1008	Project Archaeologist	160	HOUR	_____	_____
1009	Historic Archaeologist	24	HOUR	_____	_____
1010	Historical Architect	16	HOUR	_____	_____
1011	Noise Analyst	200	HOUR	_____	_____
1012	Noise Monitor	40	HOUR	_____	_____
1013	Sr. Civil/Mechanical Engr	500	HOUR	_____	_____
1014	Staff Civil/Mechanical Engr	2,500	HOUR	_____	_____
1015	Sociologist	40	HOUR	_____	_____
1016	Economist	40	HOUR	_____	_____
1017	Outdoor Recreation Planner	24	HOUR	_____	_____
1018	GIS/Remote Sensing Specialist	400	HOUR	_____	_____
1019	Industrial Hygienist	1,000	HOUR	_____	_____
1020	OSHA Specialist	2,500	HOUR	_____	_____
1021	Writer/Editor/Administrative Administrator	1,000	HOUR	_____	_____
1022	Drafter Illustrator	1,000	HOUR	_____	_____
1023	Typist/Word Processor	6,000	HOUR	_____	_____
1024	Data Entry	1,000	HOUR	_____	_____
	<b>Other Direct Costs</b>				
1025	Report Reproduction	250,000	PAGE	_____	_____
1026	General and Administrative % on Extras	N/A	Percentage	_____	_____
	<b>TOTAL ESTIMATED CONTRACT AMOUNT FOR OPTION YEAR 1</b>				_____

**OPTION YEAR 2**

CLIN	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
2001	Program Manager	100	HOUR	_____	_____
2002	Project Manager	2,500	HOUR	_____	_____
2003	Sr. Biologist/Ecologist	400	HOUR	_____	_____
2004	Staff Biologist/Ecologist	2,500	HOUR	_____	_____
2005	Jr. Scientist/Crew Member/Lab Analyst	4,000	HOUR	_____	_____
2006	Sr. Environmental Engineer/Geologist/Chemist	1,200	HOUR	_____	_____
2007	Staff Environmental Engineer/Geologist/Chemist	13,000	HOUR	_____	_____
2008	Project Archaeologist	160	HOUR	_____	_____
2009	Historic Archaeologist	24	HOUR	_____	_____
2010	Historical Architect	16	HOUR	_____	_____
2011	Noise Analyst	200	HOUR	_____	_____
2012	Noise Monitor	40	HOUR	_____	_____
2013	Sr. Civil/Mechanical Engr	500	HOUR	_____	_____
2014	Staff Civil/Mechanical Engr	2,500	HOUR	_____	_____
2015	Sociologist	40	HOUR	_____	_____
2016	Economist	40	HOUR	_____	_____
2017	Outdoor Recreation Planner	24	HOUR	_____	_____
2018	GIS/Remote Sensing Specialist	400	HOUR	_____	_____
2019	Industrial Hygienist	1,000	HOUR	_____	_____
2020	OSHA Specialist	2,500	HOUR	_____	_____
2021	Writer/Editor/Administrative Administrator	1,000	HOUR	_____	_____
2022	Drafter/Illustrator	1,000	HOUR	_____	_____
2023	Typist/Word Processor	6,000	HOUR	_____	_____
2024	Data Entry	1,000	HOUR	_____	_____
	<b>Other Direct Costs</b>				
2025	Report Reproduction	250,000	PAGE	_____	_____
2026	General and Administrative % on Extras	N/A	Percentage	_____	_____
<b>TOTAL ESTIMATED CONTRACT AMOUNT FOR OPTION YEAR 2</b>					_____

**OPTION YEAR 3**

CLIN	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
3001	Program Manager	100	HOUR	_____	_____
3002	Project Manager	2,500	HOUR	_____	_____
3003	Sr. Biologist/Ecologist	400	HOUR	_____	_____
3004	Staff Biologist/Ecologist	2,500	HOUR	_____	_____
3005	Jr. Scientist/Crew Member/Lab Analyst	4,000	HOUR	_____	_____
3006	Sr. Environmental Engineer/Geologist/Chemist	1,200	HOUR	_____	_____
3007	Staff Environmental Engineer/Geologist/Chemist	13,000	HOUR	_____	_____
3008	Project Archaeologist	160	HOUR	_____	_____
3009	Historic Archaeologist	24	HOUR	_____	_____
3010	Historical Architect	16	HOUR	_____	_____
3011	Noise Analyst	200	HOUR	_____	_____
3012	Noise Monitor	40	HOUR	_____	_____
3013	Sr. Civil/Mechanical Engr	500	HOUR	_____	_____
3014	Staff Civil/Mechanical Engr	2,500	HOUR	_____	_____
3015	Sociologist	40	HOUR	_____	_____
3016	Economist	40	HOUR	_____	_____
3017	Outdoor Recreation Planner	24	HOUR	_____	_____
3018	GIS/Remote Sensing Specialist	400	HOUR	_____	_____
3019	Industrial Hygienist	1,000	HOUR	_____	_____
3020	OSHA Specialist	2,500	HOUR	_____	_____
3021	Writer/Editor/Administrative Administrator	1,000	HOUR	_____	_____
3022	Drafter/Illustrator	1,000	HOUR	_____	_____
3023	Typist/Word Processor	6,000	HOUR	_____	_____
3024	Data Entry	1,000	HOUR	_____	_____
	<b>Other Direct Costs</b>				
3025	Report Reproduction	250,000	PAGE	_____	_____
3026	General and Administrative % on Extras	N/A	Percentage	_____	_____
<b>TOTAL ESTIMATED CONTRACT AMOUNT FOR OPTION YEAR 3</b>					_____

**OPTION YEAR 4**

CLIN	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
4001	Program Manager	100	HOUR		
4002	Project Manager	2,500	HOUR		
4003	Sr. Biologist/Ecologist	400	HOUR		
4004	Staff Biologist/Ecologist	2,500	HOUR		
4005	Jr. Scientist/Crew Member/Lab Analyst	4,000	HOUR		
4006	Sr. Environmental Engineer/Geologist/Chemist	1,200	HOUR		
4007	Staff Environmental Engineer/Geologist/Chemist	13,000	HOUR		
4008	Project Archaeologist	160	HOUR		
4009	Historic Archaeologist	24	HOUR		
4010	Historical Architect	16	HOUR		
4011	Noise Analyst	200	HOUR		
4012	Noise Monitor	40	HOUR		
4013	Sr. Civil/Mechanical Engr	500	HOUR		
4014	Staff Civil/Mechanical Engr	2,500	HOUR		
4015	Sociologist	40	HOUR		
4016	Economist	40	HOUR		
4017	Outdoor Recreation Planner	24	HOUR		
4018	GIS/Remote Sensing Specialist	400	HOUR		
4019	Industrial Hygienist	1,000	HOUR		
4020	OSHA Specialist	2,500	HOUR		
4021	Writer/Editor/Administrative Administrator	1,000	HOUR		
4022	Drafter/Illustrator	1,000	HOUR		
4023	Typist/Word Processor	6,000	HOUR		
4024	Data Entry	1,000	HOUR		
	<b>Other Direct Costs</b>				
4025	Report Reproduction	250,000	PAGE		
4026	General and Administrative % on Extras	N/A	Percentage		
<b>TOTAL ESTIMATED CONTRACT AMOUNT FOR OPTION YEAR 4</b>					_____
<b>TOTAL ESTIMATED CONTRACT AMOUNT FOR BASE YEAR PLUS OPTION YEARS</b>					=====

Notes to Offerors:

1. Rates and categories above shall include all fringe benefits, overhead, General and Administrative (G&A), and profit.
2. If subcontractors are to be used, these costs must also be included.
3. The Fixed G&A rate proposed in CLINs will be added to items under the Extras clause negotiated on each individual task order.
4. Airfares will be paid at the lowest commercial rates in effect at the time of negotiations for each task order. The contractor may be required to furnish documentation of the airfare cost at the time of negotiations.
5. Lodging and subsistence will be paid in accordance with the Government Joint Travel Regulations (JTR). The number of days will be negotiated for each task order.
6. Mileage for non-rental vehicles will be paid in accordance with the current approved rate in the Government Joint Travel Regulations (JTR). The number of miles will be negotiated for each task order, in accordance with the Extras clause.
7. Automobile rental and fuel, if required, will be negotiated on individual task orders, in accordance with the Extras clause.
8. Any special testing procedures, analysis, rental of facilities, equipment, vehicles, or any other equipment costs required will be negotiated on each task order, in accordance with the Extras clause.
9. Items such as covers and binders for reports will be negotiated on individual task orders, in accordance with the Extras clause. Telephone calls, permanent site markers and field books should be included in the firm's G&A and will not be separately reimbursed.
10. All mailings and postage should be included in each firm's G&A and will not be separately reimbursed. Any special mailings, i.e. Federal Express, required by the Scope of Work on any individual task order will be negotiated on that particular task order, in accordance with the Extras clause.
11. For computer units greater than two unless provided by the Government for off-site work, out-of-office computer rental for conducting training, group demonstrations, or other conditions if specifically identified as a requirement in the task order scope of work will be negotiated on each task order, in accordance with the Extras clause. Out of office computer rental of less than three units or computers unspecified in the scope of work will NOT be separately reimbursed, but assumed to be included in the G&A.
12. Task Orders: Services will be ordered by the Government in accordance with Section I, Contract Clause entitled "Ordering". All services shall be charged at unit prices set forth in this Section B, Supplies or Services and Prices/Costs. Hours stated in Section B represent an estimated yearly amount. There is no guarantee of work beyond the 2.00% Guaranteed Minimum on the base year of this contract and 1.00% of each option exercised. Exercising option years on this contract is at the convenience of the Government and is NOT guaranteed.
13. Offerors must submit a unit price for all items. An award will not be made with a blank CLIN.

14. Central Contractor Registration (CCR): Offerors must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation. SEE SECTION I.

DUNS Number: \_\_\_\_\_

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	Wage Determinations: <b>Specific Wage Determinations are not included in this solicitation, but will be incorporated into the resulting contract</b>	
4	Sample Protocol for Local Supplement	4
5	Sample Stete Supplement	77
6	Sample ECAR	20

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

(d) 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)

52.000-4199

52.0000-4199 MANDATORY DUN AND BRADSTREET NUMBER

The Corps of Engineers Contracting Division personnel can no longer contact Dun and Bradstreet (D&B) directly. Contractors who do not have a DUNS number will need to contact D&B themselves. Contractors can access D&B on the Internet at <http://www.dnb.com/dunsno/dunsno.htm>. This is the page that links to the online form for requesting a DUNS number. D&B can also be reached by phone, 1-800-333-0505. According to D&B's home page, this service is free for company owners. A contract cannot be awarded unless the DUNS Number is provided by the contractor.

(End of Paragraph)

## 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. In addition, all proposals shall be marked with the small business category applicable for the prime contractor (e.g. 8(a) Small Business (8(a)), Small Disadvantaged Business (SDB), HUBZone Small Business (HUBZone SB), Woman-Owned Small Business (WOSB), Veteran-Owned Small Business (VOSB), Service-Disabled Veteran-Owned Small Business (SDVOSB), Historically Black College and University (HBCU), Small Business (SB), or Large Business (LB)).

(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 three (3) 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) Cascading Approach

This requirement is offered to all qualified, responsive, responsible concerns and proposals will be considered using a cascading order of preference. Each tier will be evaluated using the procedure outlined below. A determination of insufficient competition or unreasonable price will be made before the next tier is evaluated.

Tier 1 - It is the intent of the Government to award a contract on a competitive basis to an eligible Section 8(a) business concern in accordance with FAR 19.8, provided that adequate competition is received and at least two offers are technically acceptable. Offers will be evaluated in accordance with the evaluation criteria stated in the RFP. Upon consensus evaluation of each offer in the tier, a best value trade-off process will be performed. An award will be made to the firm that represents the best value for the Government. If offers are not technically acceptable based on the RFP evaluation criteria, offerors will be notified of their elimination from competition. If adequate competition is not received, any technically qualified offeror will be included in the evaluation of the next tier.

Tier 2 - If adequate competition is not received from tier 1, any technically qualified offeror from tier 1 will be included in the evaluation of tier 2. The Government intends to award a contract on a competitive basis to an eligible small business concern, provided that adequate competition is received and at least two offers are technically acceptable. Offers will be evaluated in accordance with the evaluation criteria stated in the RFP. Upon consensus evaluation of each offer in the tier, a best value trade-off process will be performed. An award will be made to the firm that represents the best value for the Government. If offers are not technically acceptable based on the RFP evaluation criteria, offerors will be notified of their elimination from competition. If adequate competition is not received, any technically qualified offeror will be included in the evaluation of the next tier.

Tier 3 - If circumstances do not permit an award to one of the targeted small business concerns, the Government intends to award a contract on the basis of full and open competition from among all responsible, responsive proposals using the basis of award previously stated herein. HUBZone price evaluation preference will be applied to all qualified HUBZone small businesses provided that the HUBZone concern has not waived their evaluation preference and their proposal is not more than 10 percent above the lowest large business concern's price.

Adequate competition is defined as at least two competitive proposals from qualified, responsive, responsible business concerns.

(c) 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.

(d) 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. Past Experience

In accordance with contract clause FAR 52.219-14, if the prime contractor is an 8(a) or small business firm, it must have the capability to perform at least 50% of the work assigned. Provide all prime contractor

ECAS/EPAS work performed for the Army National Guard and National Oceanic and Atmospheric Administration (NOAA) within the last 5 years. Data provided should be separated by agency and job. Information requested for this requirement includes the following: Contract Number, Task Order Number (if applicable) Project Title, Work Description, Dollar Amount, and Government Contact including Name, Agency and Phone Number. Dollar amounts proposed but not supported will receive an unsatisfactory rating. The following criteria will be used to measure the past experience of the prime contractor:

## II. 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.

### III. Technical Capability

#### A. Interdisciplinary assessment team and individual qualifications.

1. Project management personnel that have lead a multiple-disciplinary ECAS/EPAS assessment team for the Army National Guard and have high level of understanding of environmental laws and regulations applicable to the Army National Guard.

2. Experienced quality assurance/quality control (QA/QC) managers who are skilled in the interpretation and understanding of environmental regulations as it applies to Army National Guard facilities.

3. Demonstrate ability to directly field a qualified team of at least fifteen (15) professional assessment members for up to 2-3 weeks. Have an experienced lead assessor to head each two-person facility team (subset team of the greater installation team). Have at least seven (7) lead assessors who are college-degreed in a science field and have individual experience in conducting facility assessments for Army National Guard within the last 3 years. Each assessor comprising this team should have had experience using Army National Guard ECAS/EPAS assessment techniques, compiling/updating local/state regulatory information using the TEAM Guide, recognizing noncompliant conditions, entering finding information into WINCASS databases, and conducting/participating in quality assurance reviews. Similarly, demonstrate the ability to perform National Oceanic and Atmospheric Administration (NOAA) Environmental Compliance and Safety Assessment System (NECSAS) assessments at NOAA facilities.

4. Skill in the use of ECAS/EPAS assessment software used by the Army National Guard - specifically, WINCASS and WEBCASS and demonstrate an ability to use NOAA's NECSAS software, Assessment Manager and Web-Hosted Assessment Manager, in the performance of the NECSAS assessments.

B. 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 their experience conducting multi-media environmental and occupational safety and health compliance audits/assessments for the Army National Guard (ARNG) and National Oceanic and Atmospheric Administration (NOAA), 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.

C. 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.

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