

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF	PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY <span style="float: right;">CODE</span>	7. ADMINISTERED BY (If other than Item 6) <span style="float: right;">CODE</span>
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO.
		10B. DATED (SEE ITEM 11)

CODE	FACILITY CODE
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### 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your 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 ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	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  is not,  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.)

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)
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
(Signature of person authorized to sign)	(Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED

Item 14. Continued.

1. **CHANGES TO SECTION C DESCRIPTION/SPECS./WORK STATEMENT**

Section C - Replace Section C with the attached Section C.

2. **CHANGES TO SECTION F DELIVERIES OR PERFORMANCE**

Section F - Replace Section F with the attached Section F.

3. **CHANGES TO SECTION J LIST OF ATTACHMENTS**

Section J - Appendix E - Replace "Appendix E" with the attached "Appendix E".

Section J - Appendix F - Replace "Appendix F" with the attached "Appendix F".

4. **CHANGES TO SECTION M EVALUATION FACTORS FOR AWARD**

Section M - Replace Section M with the attached Section M.

END OF AMENDMENT

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

1.0 **GENERAL SCOPE**: The Department of Justice Immigration and Naturalization Service (DOJ/INS) Mass Immigration Response Support (MIRS) Project provides for the establishment of temporary expansion facilities to augment existing INS facilities in the event of an emergency influx of immigrants into the United States. The mission of the MIRS project is to plan for, and on order, initiate specific engineering, construction and logistics support necessary to establish, operate, and maintain one or more expansion facilities, depending on the magnitude and circumstances of the emergency. It is possible that up to three (3) expansion facilities at different sites will be activated simultaneously. It is intended to be a quick response solution to an emergency situation and will last only for the duration of the emergency.

1.1 In general, the expansion facilities are grouped into two categories: Temporary Staging Facilities (TSF) and Temporary Detention Centers (TDC). The total number of detainees held at either facility will range from approximately 1,000 to a maximum of 5,000. Potential locations for either facility are anywhere in the Continental United States (CONUS) and its Territories.

1.1.1 The TSF will serve as a secured processing center and temporary holding facility for migrants awaiting transportation to more permanent INS holding facilities. The average length of a migrant's stay at a TSF will be between 24 and 72 hours. The TSF will be in operation for 30 to 90 days and will be configured for 24-hour per day operation, with a maximum reception capacity of 1,800 migrants/day. Ten potential TSF sites have been identified by DOJ/INS and are listed at Appendix A. It is possible that additional TSF sites will be identified for planning and/or execution if the need for establishment of a TSF arises at presently unplanned-for locations.

1.1.2 The TDC will serve as a more permanent holding facility to which detainees will be transported subsequent to being processed at a TSF or other INS processing facility. The TDC will be in operation six months to two years. The detainee turnover rate at a TDC will be virtually non-existent, i.e., once a TDC is established, the detainee population will remain the same for the duration of its operation. Potential TDC sites are currently unidentified.

1.2 The Contractor shall develop and provide the required

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deliverables and services in accordance with this Scope of Work (SOW).

1.2.1 Management and Home Office Support - CLINs 0001, 0004, 0008, 0012 and 0016. The Contractor will establish an internal management structure responsible for the successful execution of this contract. This will include maintaining readiness capability to provide construction and logistics support at any time during the contract duration (base year and option years, if awarded) for any site and facility identified by DOJ/INS to be required in response to one or more immigration emergencies, regardless of the level of planning effort which **AM#2** has been completed for that site and facility. **Once Management Plans are developed and approved, the management structure will be responsible for maintaining site specific management plans to ensure contractor readiness to respond to an EVENT. The plan maintenance will include but is not limited to ensuring subcontractors are still in business and capable of responding, and ensuring plans are relevant to current site conditions. The Contracting Officer must be notified when significant changes occur that would affect the Contractor's readiness to respond within the specified time and within the contractor's estimated cost.**

1.2.2 Site Specific Management Plans - CLINs 0002, 0005, 0009, 0013, and 0017. Upon award of each site-specific management plan CLIN, the Contractor shall prepare detailed, site-specific construction and logistics Management Plan(s) for the awarded site(s) and for the type of facility required by INS at that site. Sites will be identified by the Government prior to awarding a site-specific management plan CLIN.

1.2.3 Plan Updates - CLINs 0006, 0010, 0014 and 0018. During the option years, the Contracting Officer may issue Task Orders to update Plan(s), which have been previously prepared and approved. These updates shall incorporate all changes which have been reported to the contracting officer during Plan maintenance and any improvements the Contractor initiates.

1.2.4 Exercises - CLINs 0003, 0007, 0011, 0015, and 0019. Upon approval of the Site Specific Management Plan(s), the Contractor shall, at the direction of the Contracting Officer, participate in periodic exercises to verify the completeness and accuracy of the Plan(s), as well as the readiness of the Contractor to perform within required parameters.

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1.2.5 Execution - CLIN 0020. When directed by the Contracting Officer, the Contractor shall deploy to the selected site(s) and implement the Plan(s) previously developed. Execution may also occur under circumstances which require the contractor to provide temporary construction and logistics support at currently unidentified locations.

**AM#4**                    **1.2.6 Suitability Screening: All Contractor employees (to include applicants, temporaries, part-time, replacement employees and sub-contractors) associated with this contract shall undergo a position sensitivity analysis based on the duties each individual will perform on this contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. The minimum background investigation requirement on all employees to enter on duty temporarily will be a complete ten-finger set of fingerprint cards provided to the Immigration and Naturalization Service, Office of Security. The INS, Office of Security shall notify the contractor within four workdays whether the employees pass the minimum background investigation and are allowed to begin work on the contract.**

**2.0 MANAGEMENT PLAN(S):**

2.1 Description of Work: The Site Specific Management Plan(s) shall address and provide for all necessary activities, equipment, material, and personnel to accomplish all required temporary construction and logistics services to support a 1,000 to 5,000-person migrant population at one or more sites identified by DOJ/INS, to be in operation for a duration specified by DOJ/INS at the time of award of each Management Plan CLIN. Management Plan(s) shall address the following life-cycle stages of each temporary expansion facility: (1) Pre-Mobilization, (2) Mobilization, (3) Site Development and Construction, (4) Site Operation and Maintenance, and (5) Site Decommissioning and Recovery. The Contractor is responsible for the development of comprehensive construction and logistics management plan(s). Management Plan(s) shall include, but not be limited to, site layout, facilities layouts, proposed construction system(s), utility, equipment, transportation, and staffing requirements, sources of materials, sources of services, sources of fuel, power, and water, lists of prospective subcontractors, delivery routes, consumables, storage sites, materials handling requirements, management and organizational structures, cost estimates, schedules, and all other technical, management, and logistics requirements

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necessary to support the migrant population. The Contractor shall maximize the use of locally available materials and resources, wherever possible. The Contractor shall address in the Management Plan(s) compliance with applicable industry standards for materials and equipment and adherence to building codes applicable to the temporary nature of the construction.

2.2 Support services (i.e., services other than construction) to be addressed in the development of the Management Plan(s) shall include, at a minimum: **interpreters (to include, but not limited to the following languages: Fou Chou and Creole)**, site security, food service (including potable water), laundry service (including medical), sanitation services (including cleaning and servicing of portable toilets and showers, if used, janitorial and cleaning services, trash collection and removal, pest control, and disposal of hazardous medical waste), security/guard service, migrant property management service, centralized warehousing operation (to include refrigerated and medical storage), communications (telephone, two-way radio, and data), **complete Information Technology (IT) workstations, local and wide area network, maintenance and other IT support services (including connections to INS IT infrastructure)**, support to include but not be limited to the following: INS Staff, Public Health Service's (PHS) medical services operation, facility, site, vehicle and equipment maintenance and repair, fire protection and suppression, and transportation.

2.3 The Contractor shall be responsible for operating and maintaining Contractor-acquired and Government furnished property. The Management Plan(s) shall include all equipment, labor, and materials necessary to maintain the contractor's transportation, utilities, facilities, or other logistics systems.

2.4 The Contractor shall be responsible for obtaining all information, data, or material necessary to prepare the Management Plan(s). This includes information, data, or material from both Government and private industry or commercial sources. The Government will assist the contractor by providing readily available information from within the Department of Justice, or Department of Army, as applicable, subject to "Need to Know" security restrictions.

2.5 The Contractor shall provide Management Plan(s) that reflect the current status of information as it is obtained or becomes available. This includes all subcontracting services,

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if necessary, to maintain the readiness capability necessary to perform in the event of a significant influx of illegal aliens (hereinafter referred to as an EVENT). The Management Plan(s) shall address all requirements for operation during an EVENT at each site. Applicable requirements of the appropriate State and local jurisdiction shall be incorporated into the Management Plan(s). The contractor shall take all measures necessary to assure his capability to perform.

2.6 The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all aspects of the Management Plan(s). The Contractor shall correct any errors and revise the Plan(s) to address deficiencies, including those identified by the Contracting Officer.

2.7 The Contractor shall prepare the Management Plan(s) in accordance with the submittal schedule presented in Section 8.0 Submittals and Schedules, of this Scope of Work. The Contractor shall include cost estimates with each submittal, commensurate with the level of detail of the submittal. The cost estimate submitted with the corrected Final Management Plan will be in sufficient detail to allow for budgeting for an EVENT.

2.8 In accordance with the Limited Rights Data Clause of Section I, all materials, notes, maps, photographs, computer software, or books developed or purchased for this contract shall become the property of the Government. The Contractor shall use standard commercially available software except where he shows a need and commercial software is not available. He must obtain the Contracting Officer's approval before developing software to fulfill the contract requirement. This property shall be delivered by the Contractor to the Government at the conclusion of the contract, or at the time otherwise requested by the Contracting Officer.

**3.0 CRITERIA FOR DEVELOPING MANAGEMENT PLAN(S):**

3.1 The documents provided at Appendix B define the functional and operational requirements of a "generic" TSF. These documents are to be used as guidance by the Contractor in the development of the Management Plan(s). The TSF Typical (Generic) Layouts (11" x 17" drawings dated September 1996 and Revised November 1998) and the TSF Narrative Report and Generic Concept Site Plans published by the US Army Corps of Engineers (November 1998) are provided as guidance and are not intended to be direction to the Contractor. The Contractor shall adapt this

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generic site layout to the specific conditions at each site. The Site Specific Management Plan(s) will take into consideration the use of existing structures, utilities, and roads, where available and practical. In the event of conflicts between this Scope of Work and the Appendix B documents, the Scope of Work shall govern.

3.2 Prior to commencing with preparation of a Site Specific Management Plan, the Contractor shall meet with the Contracting Officer or his authorized representative and appropriate DOJ/INS personnel to determine the specific functional and operational requirements for the site and facility type for which the Management Plan is being prepared. **AM#2 This meeting will take place within the Sector where the facility will be located.** The Contractor, in coordination with the Contracting Officer or his Authorized Representative, will develop a series of options for siting the facility at the designated location and present a recommend course of action for development. Following approval by the Contracting Officer or his Authorized Representative, the Concept Site Specific management Plan will be prepared. See section 8.0 of this Scope of Work for submittal requirements.

3.3 Contractor Response Time.

3.3.1 Unless directed otherwise at the time of award of a Site Specific Management Plan CLIN, the following schedule for responding to an EVENT shall be addressed by the Contractor as part of the development of the Management Plan(s):

- |        |  |
|--------|--|
| Day 9  | Housing for 3,450 migrants and facilities capable of processing 500 aliens/day are to be in-place, with processing, administration, support, and base operations functions provided in temporary facilities. |
| Day 21 | Final temporary structures for processing, administration, support, and base operations are to be in-place and operational, including final housing for all 5,000 migrants.                                  |

The days referred to (Day 9, Day 21) indicate the number of days after issuance of a Task Order to the Contractor for execution of a temporary expansion facility. The schedule above assumes the maximum migrant population of 5,000 and the currently envisioned maximum operational duration of a TSF of 90 days. Upon award of a Site Specific Management Plan CLIN, the

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Contractor will be given the specific response requirements for that site and facility type for incorporation into the Management Plan.

It is not anticipated that the Contractor will be required to respond more quickly than nine (9) days.

3.3.2 As part of the Site Specific Management Plan(s), in addition to addressing the activities required to meet the specified response time, the Contractor may suggest optional methods of activation which may exceed the initial response time specified for the specific site and facility, if such methods would result in a substantial cost savings to the Government.

3.4 The Contractor shall identify local materials based on site specific availability, and shall utilize them to the maximum extent possible.

3.5 All facilities constructed by the Contractor shall become the property of the Government for disposition after demobilization. Facilities shall be disposed of in accordance with instructions issued by the Procuring Contracting Officer (PCO) after the conclusion of the EVENT.

4.0 **EXERCISE(S)**: At the direction of the Contracting Officer, the Contractor shall participate in training exercise(s) to verify the completeness and accuracy of the Site Specific Management Plan(s). These mock exercises will primarily involve three- to five-day round table ("table top") exercises to test the Contractor's management staff, logistics requirements, subcontractor usage, support capabilities, materials availability, equipment, labor structure, and overall validity and workability of the Management Plan(s). The Contractor shall provide all personnel, equipment and facilities necessary to participate in the exercises. Three types of exercises are possible:

4.1 Corps of Engineers Validation. This type of exercise will be run in the Contractor's office in which a scenario will be given the Contractor to verify the response capability of his Plan(s). The Contractor will be required to present specific information relative to providing construction and logistical support to the scenario.

4.2 INS Validation. This type of exercise will be run in INS Field, Region, or Headquarters offices. The Contractor will be required to take his Management Plan(s) to the specified INS

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location and respond to the exercise scenario as necessary, in coordination with cadre from the INS expansion facility management team.

4.3 Actual Deployment Validation. In this type of exercise, the Contractor would physically move construction and logistical support to the site and execute designated construction and/or logistical support tasks in response to an INS scenario.

**5.0 EXECUTION:**

5.1 At the direction of the Contracting Officer, the Contractor shall provide construction and logistics support services in response to an EVENT. Execution is identified in Section B by unpriced CLIN 0020. This CLIN is applicable to all contract years (base and all option years). The Contractor will be required to respond under one (or more) of the following circumstances:

5.1.1 The EVENT takes place at a site(s) for which the Contractor has already prepared (and the Government has approved) Site Specific Management Plan(s). In this case, the Contractor will be required to implement the approved Management Plan(s).

5.1.2 The EVENT takes place at a site(s) which is currently identified for planning, but an immigration emergency requiring execution of a temporary expansion facility occurs prior to preparation of the Management Plan(s) for the site(s).

5.1.3 The EVENT takes place at a currently unplanned-for site or sites.

If the EVENT takes place under the circumstances described in paragraphs 5.1.2 or 5.1.3 above, depending on the urgency of the situation, the Contractor may be tasked with preparing an abbreviated Management Plan with cost estimate, or at a minimum, a Rough Order of Magnitude (ROM) estimate of the cost to execute, prior to a Task Order being issued for execution.

5.2 Contractor Provided Office Space. During an EVENT only, the Contractor shall reserve and ensure 24-hour per day, seven-day per week access to office space and equipment at the EVENT site(s) for use by Corps of Engineers and Defense Contract Management Command personnel. The space shall be of adequate size to accommodate a staff of ten (10) personnel deployed for

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an EVENT. The office space and equipment will be subject to Contracting Officer approval. The office space shall be provided with appropriate lighting and climate control, desks, chairs, filing cabinets with four drawers and locks, telephone service, facsimile machine, copier, scanner, and computers with printers. **Minimum computer requirements: The contractor is required to provide current desktop technology (as defined at time of Task Order award). The computers to be provided shall have the following:**

Central Processing Unit,  
Cache,  
Color Monitor,  
Hard Disk Drive,  
RAM,  
Graphics Accelerator,  
Ethernet Card,  
Data/Fax modem (Digital/analog),  
Mouse,  
Keyboard,  
1.44 Mb floppy disk drive,  
Appropriate power cord for location,  
Integrated stereo sound with speakers,  
CD Write-ReWrite,  
Printer,  
Communications and a three year warranty,  
Latest version of MS Windows and MS Office Pro with maintenance for life of Task Order. All items must be year 2000 compliant.

5.3 The Contractor shall at all times during the EVENT have an on-site representative having the authority to both negotiate and execute contract modifications.

5.4 The contractor shall have on-site design capability necessary to provide professional engineering and architectural expertise to respond to changing EVENT conditions.

5.5 All or any part of the Site Specific Management Plan(s) may be implemented in support of an EVENT. The level of implementation of the Plan(s) will be determined by DOJ/INS prior to Contracting Officer direction to proceed. If, at the time of implementation, circumstances or site conditions differ from those which existed at the time the Management Plan was prepared, the Contractor will be permitted to deviate from the Plan, if that deviation results in execution which is at least as efficient as originally planned.

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**AM#2** 5.6 Be Prepared Missions. During execution, at the direction of the Contracting Officer or his Authorized Representative, the Contractor may be required to provide services as identified by the INS Officer in Charge. **The services may include, but not be limited to what is identified in the "Support Services" paragraph above, as well as the following:**

5.6.1 Be prepared to provide emergency evacuation of migrants and/or Government personnel, due to medical or other emergency situations (e.g., severe weather).

5.6.2 Be prepared to provide housing and life support services to Government personnel deployed to the temporary expansion facility site.

5.6.3 Be prepared to provide mortuary services for illegal aliens and/or Government personnel.

5.6.4 Be prepared to conduct site restoration and dismantlement operations to restore Government utilized sites to original conditions.

5.6.5 Be prepared to provide snow and ice removal services.

5.6.6 Be prepared to operate a mail receipt and distribution system within the temporary expansion facility.

**AM#2** 5.6.7 **Be prepared to operate a 24-hour on-call local shuttle bus capability to augment DOJ/INS transportation service for movement of migrants within the facility, to nearby departure airports, and for transportation of facility staff.**

5.6.8 Be prepared to provide vehicle maintenance services.

**AM#4** 5.6.9 **Be prepared to furnish cleared, unarmed security personnel to augment the INS site security staff. The position sensitivity analysis, referenced in Section C, Paragraph 1.2.6, will be utilized to determine the extent of the background check required for these positions.**

5.6.10 Be prepared to provide minor emergency repair and equipment replacement services at existing INS facilities.

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6.0 **CONTRACT DATA REQUIREMENTS LIST (CDRL)**: The Contract Data Requirements List (CDRL) is used in this contract to detail data requirements. CDRLs are issued on a DD 1423, stating how and when data resulting from the contract will be delivered. The Contractor is required to state what portion of the total estimated cost is attributable to the production and development of the listed data for the Government. The estimated cost is reflected in Blocks 17 and 18 on the DD 1423 for each CDRL issued. This estimated cost, for informational purposes, will appear in parentheses under the estimated cost for each task order issued. Reference DFAR Subpart 204.7105(a)(6)(i)(B). CDRLs will be ordered as required. Following is a listing of data required under this contract, and included as an exhibit in Section J of the contract.

6.1 If ordered, the following CDRL's are required during both the Planning and Execution phases of the contract:

CDRL 0001:

Monthly Progress Reports. The Contractor shall provide monthly progress status reports in a format to be submitted by the Contractor and approved by the Contracting Officer. These reports shall state specific contacts made, directions received, areas of concern, scope of work items completed, schedules, and other information needed to identify work progress and costs incurred to date. Schedules shall be prepared in accordance with the requirements of Section H.

CDRL 0002:

Trip Reports. The Contractor shall provide a copy of all minutes of meetings or review conferences (including on-board), and trip reports to Government agencies, or other organizations relative to this work. Minutes and trip reports shall be in sufficient detail to identify dates, locations, points of contact, directions received, areas of concern and salient items of interest identified at the meeting or on the trip. All minutes or trip reports shall be submitted to the Contracting Officer within seven calendar days of completing the meeting, conference, or trip.

CDRL 0003:

Advance Travel Report. Submitted to the Contracting Officer no later than one week prior to the travel start date. These reports will contain, at a minimum, the names of the travelers, the requirement for and objective of the planned travel, and the anticipated benefits gained.

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CDRL 0004:

Plan Maintenance Report. Submitted to the Contracting Officer as needed to report significant changes in conditions affecting the viability of approved plans. Such changes include subcontractor availability, material and equipment pricing and availability, and site conditions.

6.2 If ordered, the following CDRL's are required only during the Execution phase of the contract:

CDRL 0005:

Daily Situation Report (SITREP). Provide to the Contracting Officer via electronic mail (e-mail) with hard copy distribution made only in the event that electronic transmission fails. The SITREP will adequately describe the day's events, to include, at a minimum, major activities and significant events, the quantity and type of services provided, and the number and type of contractor personnel on site.

CDRL 0006:

Quarterly Cost Avoidance Measures (CAM) throughout the duration of each EVENT.

CDRL 0007:

Cost/Schedule Status Report (C/SSR). Submitted to the Contracting Officer monthly via electronic mail (e-mail), using Microsoft Word software, with hard copy distribution made only in the event that electronic transmission fails. The C/SSR will contain, at a minimum, cumulative data regarding the work scheduled, work performed, the actual cost of work performed, and schedule and cost variances, to include variance analysis reports. The report will also contain the budgeted cost, projected estimated cost, and projected cost variance at completion by work breakdown structure (WBS).

CDRL 0008:

Analysis of Increase of Latest Revised Estimate (LRE). To be submitted by Work Breakdown Structure (WBS) to accompany each Limitation of Funds letter submitted to the Contracting Officer.

CDRL 0009:

Lessons Learned Report. Submit to the Contracting Officer every 60 calendar days. This report, in narrative form, will address changes to any procedure during planning or execution which could potentially impact the successful performance of this, future, or similar contracts.

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6.3 At the direction of the Contracting Officer, the Contractor shall provide additional reports as required, to be negotiated separately.

**7.0 GOVERNMENT FURNISHED SERVICES AND INFORMATION:**

7.1 During the Planning phase of the contract, Government responsibilities will include:

7.1.1 Coordination with local, state, and Federal agencies in the identification of potential temporary expansion facility sites. The Government will provide locations of specific sites, and ensure Contractor access to those sites, prior to issuance of a Task Order for preparation of Management Plan(s).

7.1.2 The Government will provide information on the functional and operational requirements of the temporary expansion facility being planned.

7.2 During the Execution phase of the contract, Government responsibilities will include:

7.2.1 The DOJ/INS will appoint an Officer in Charge (OIC) for each temporary expansion facility who will be the senior U.S. Government official on site. The OIC is responsible for ensuring the facility carries out its mission in a safe, orderly manner and operates within budget. The OIC and his staff will be responsible for making all decisions regarding migrant management. The contractor will take direction only from the Contracting Officer or his Authorized Representative on site.

**AM#2** 7.2.2 A Public Health Service (PHS) officer will direct medical screening and care of migrants. **It is anticipated that the Government will furnish all medical staff and medical supplies. However, it may be necessary for the contractor to furnish required equipment.**

7.2.3 The INS OIC, or his representative, will oversee the security of the temporary expansion facility and will direct the response to fire and security problems.

7.2.4 Transportation of migrants from points of apprehension and Border Patrol stations to the temporary expansion facility and from the temporary expansion facility to other INS facilities.

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**8.0 SUBMITTALS AND SCHEDULES:**

8.1 Management Plan(s) shall be submitted in accordance with the following Submittal Phases:

**Programming:** The objective of the Programming phase is to define the functional and operational requirements of the temporary expansion facility being planned and develop a recommendation for facility/site layout which will meet these requirements. At the initiation of this phase, the Contractor will meet with appropriate DOJ/INS personnel, and the Contracting Officer or his Authorized Representative, to determine user requirements. The Programming submittal shall address, at a minimum, site layout, facility layout, facility size and proximity requirements, and major utility/infrastructure requirements. The Programming submittal shall be approved by the Government prior to the Contractor proceeding to the Concept phase. The estimate provided with the Programming submittal shall be used as guidance for establishing the budget for eventual execution of the Management Plan.

**Concept:** The Concept submittal shall further refine the facility requirements established in the Programming submittal and shall also address the logistics and life support requirements of the temporary expansion facility. The Concept submittal shall present recommendations of specific facility types (e.g. trailers, tents, prefabricated structures, etc) and shall indicate recommended methods of providing utilities. Development of recommended solutions to facility, utility, infrastructure, and logistics/life support requirements shall be in sufficient detail to show the user how his functional and operational requirements will be met, to indicate the Contractor's approach to the solution of technical problems and compliance with the required deployment schedule, and to provide a valid estimate of cost.

**Final:** The final submittal shall be the completed document, with all previous review comments incorporated, which shall be used by the Contractor and the Government to plan for an successfully execute construction, operation, and maintenance of temporary expansion facilities in the event of an immigration emergency. The Final submittal will address all aspects necessary for the successful execution of the specific facility, site, and services required within the time frame for deployment and operation indicated for that facility. The estimate provided with the final submittal will for the basis for INS

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budget requests and shall be in sufficient detail to support such requests.

8.2 Submittal Distribution. Distribution of the Management Plan(s) at each of the submittal phases described in paragraph 8.1 above shall be as follows:

<u>Recipient</u>	<u>No. of Copies</u>
U.S. Army Corps of Engineers PO Box 17300  819 Taylor Street Fort Worth, TX 76102-0300 ATTN: CESWF-PM-C (S. Brooks)	10 hard copies 4 electronic (CD)
Headquarters, Immigration and Naturalization Service ATTN: HQENG (K. Jackson) 425 I Street, NW Washington, D.C. 20536	5 hard copies 5 electronic CD)

See Section H for software requirements.

8.3 Schedule: The following submittal schedule applies to the work to be performed during the Planning phase of the contract (all durations are in calendar days):

<u>Description</u>	<u>Submittal Schedule</u>
Programming Submittal	30 days after issuance of Task Order to prepare Plan(s).
Review Conference for Programming Submittal	To be scheduled upon receipt of Programming Submittal.
Resubmittal of Revised Programming Submittal	15 days after completion of Review Conference.
Government Acceptance of Revised Programming Submittal	5 days after receipt of resubmittal.

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

Concept (30%) Site Specific Management Plan(s)	75 days after issuance of Task Order to prepare Plans.
Review Conference for Concept Site Specific Management Plan(s)	To be scheduled upon receipt of Concept submittal.
Resubmittal of Revised Concept Plan(s)	15 days after completion of Review Conference.
Government Acceptance of Revised Concept Submittal	5 days after receipt of resubmittal.
Final (100%) Site Specific Management Plan(s)	180 days after issuance of Task Order to prepare Plan(s).
Review Conference for Final Site Specific Management Plan(s)	To be scheduled upon receipt of Final submittal.
Revised Final Site Specific Management Plan(s)	30 days after receipt of Government review comments.
Government Acceptance of Final Site Specific Management Plan(s)	15 days after receipt of Revised Final Site Specific Management Plan(s).

PLAN UPDATES:

Updated Final Site Specific Management Plan(s)	90 days after issuance of Task Order to update Plan(s).
Review Conference for	Updated To be

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

Site Specific Management Plan(s)	scheduled upon receipt of Plan Update submittal.
Revisions to Updated Site Specific Management Plan(s) Government Acceptance of Updated Site Specific Management Plan(s)	15 days after receipt of Government review comments. 15 days after receipt of Revisions to Updated Site Specific Management Plan(s)

END OF SECTION C

SECTION F  
DELIVERIES OR PERFORMANCE

1 52.242-15 I STOP-WORK ORDER (AUG 1989)--ALTERNATE I (APR 1984)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Termination clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected and the contract shall be modified, in writing, accordingly, if--

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

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

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

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

(End of clause)

2 52.0000-4025c PERIOD OF PERFORMANCE

This contract provides for one (1) base period and four (4) option periods of twelve (12) months each. The contract performance period commences upon contract award. The total performance period of this contract shall not exceed five (5) years.

**AM#4 3. Liquidated Damages--Supplies, Services, or Research and Development (Apr 1984)**

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, or any extension, the Contractor shall, in place of actual damages, pay to the Government as fixed, agreed, and liquidated damages, for each calendar day of delay the sum of \$70.00 per day per bed not provided in accordance with Section C, Paragraph 3.3 Contractor response times. Liquidated damages shall not exceed \$5,000 per day.

(b) Alternatively, if delivery or performance is so delayed, the Government may terminate this contract in whole or in part under the Default--Fixed-Price Supply and Service clause in this contract and in that event, the Contractor shall be liable for fixed, agreed, and liquidated damages accruing until the time the Government may reasonably obtain delivery or performance of similar supplies or services. The liquidated damages shall be in addition to excess costs under the Termination clause.

(c) The Contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of the Contractor as defined in clause 52.249-14 EXCUSABLE DELAYS (APR 1984) in Section I of this contract.

(End of clause)

END OF SECTION F

## Sample Project/Task Order Scenario

Each offeror shall develop and present a proposal for completing the requirements of the following sample task. Each offeror's proposal shall present a complete scenario of all actions to be completed for the sample task including a breakdown of estimated costs. The sample project will consider all of the facility descriptions and operational issues identified in Appendix B. Migrants and aliens are to be considered synonymous. The sample project shall be developed using the following site sample Project Task Order:

**AM#3** 1. Scope: provide a Temporary Staging Facility for Site X in Dade County, Florida. This TSF shall provide all support activities listed in Appendix B to include but not be limited to processing, administration, support, cleared unarmed security and others. Support shall be based on the following percentages of aliens: single males 35%, single females 5%, families with children 40%, criminal and sick 20%.

2. Schedule:

**AM#2** a) By Day 9 after notice to proceed: complete TSF  
**AM#4** capability for housing 3000 migrants and processing  
capability for 1600 aliens per day.

**AM#2** b) By Day 21 after notice to proceed: complete TSF  
**AM#4** capability for housing 5000 migrants and processing  
capability for 1800 aliens per day.

3. Government furnished personnel and material: On site government personnel will be in accordance with Section C and Appendix B.

4. Site Conditions:

- a) Electric substation with sufficient power 1 mile from the site.
- b) Flat site, free draining, 75 acres of square proportions.
- c) Sufficient water, sewer, telecommunications 0.5 miles from the site.
- d) There is existing paved access to within 0.5 miles from the site.

5. Duration: The entire facility shall be in operation 60 days from notice to proceed.

## APPLICATION OF WAGE DECISIONS

**Solicitation No. DACW63-00-R-0002**  
**Project: Establishment of Temporary Expansion Facilities**  
**Location: Department of Justice Immigration and  
Naturalization Service (DOJ/INS)  
Dade County, Florida**

**I. PAYROLL RECORDS ARE REQUIRED TO BE SUBMITTED FOR ALL WORK PERFORMED UNDER THE DAVIS-BACON ACT PROVISIONS. IT IS A REQUIREMENT THAT THE CONTRACT NUMBER, AND WAGE DECISION NUMBER, APPLICABLE TO THE WORK PERFORMED BE SHOWN ON ALL PAYROLLS AND PAYROLL RECORDS.**

**1. Davis-Bacon Act Wage Decision FL990032, Heavy Construction Projects, is applicable to utilities more than five feet from buildings and any other outside construction requirements.**

### **II. SERVICES – SERVICE CONTRACT ACT**

**THE SERVICE CONTRACT ACT (SCA) WAGE DETERMINATION WILL BE INCLUDED UNDER THIS CONTRACT FOR SERVICES SUCH AS: SITE SECURITY, LAUNDRY SERVICE, SANITATION SERVICES, JANITORIAL AND CLEANING SERVICES, TRASH COLLECTION, ETC. Service Contract Act payroll records are required to be kept by the prime contractor for a minimum of three years from the date of completion. PAYROLL RECORDS ARE NOT REQUIRED TO BE SUBMITTED TO THE CORPS OF ENGINEERS FOR WORK PERFORMED UNDER THE SERVICE CONTRACT ACT.**

**SERVICE CONTRACT ACT WAGE DETERMINATION NO. 94-2119, Revision No. 14, dated 05/27/1999, will be included for demolition services to be performed in Dade County, Florida. The SCA wage determination 94-2119, Revision 14, included in this solicitation package is applicable to the first year of the contract. At the beginning of each renewal option period applicable to the contract, a new SCA wage determination will be issued.**

**NOTE:**

**(1) PAYROLL RECORDS ARE REQUIRED , UNDER THE DAVIS-BACON ACT, FOR ALL CONSTRUCTION WORK.**

**(2) THE WAGE DECISION NUMBER APPLICABLE TO THE WORK TO BE PERFORMED IS TO BE SHOWN ON ALL CERTIFIED PAYROLL RECORDS.**

**General Decision Number FL990032**

Superseded General Decision No. FL980032

State: Florida

Construction Type:

**HEAVY**

County(ies):

BROWARD	LEE	ST LUCIE
COLLIER	MARTIN	
<b>DADE</b>	<b>PALM BEACH</b>	

**HEAVY CONSTRUCTION PROJECTS (Excluding Sewer & Water Lines)**

Modification Number	Publication Date
0	03/12/1999
1	04/09/1999
2	07/02/1999
3	07/23/1999
<b>4</b>	<b>12/17/1999</b>

COUNTY(ies):

BROWARD	LEE	ST LUCIE
COLLIER	MARTIN	
DADE	PALM BEACH	

CARP1026D	02/01/1998		
		Rates	Fringes
PILEDRIVERMEN		17.75	3.85

---

ELEC0323C	09/05/1993		
		Rates	Fringes
MARTIN, PALM BEACH, AND ST LUCIE COUNTIES			
ELECTRICIANS		15.88	21.5%

---

* ELEC0349B	09/01/1999		
		Rates	Fringes
DADE COUNTY			
ELECTRICIANS:			
Electrical contracts including materials that are less than \$2,000,000		19.30	3.10+8%
Electrical contracts including materials that are \$2,000,000 and over		21.32	3.10+8%

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ELEC0728A	09/01/1998		
		Rates	Fringes
BROWARD AND COLLIER COUNTIES			

ELECTRICIANS	21.96	3%+5.19
-----		
ELEC0915B 12/01/1998		
	Rates	Fringes
LEE COUNTY		
ELECTRICIANS	19.30	23%+.20
-----		
ENGI0487B 04/01/1999		
	Rates	Fringes
DADE COUNTY		
POWER EQUIPMENT OPERATORS:		
Backhoes, Bulldozers	17.10	3.40
Cranes	20.13	3.40
Oilers	14.85	3.40
-----		
ENGI0675B 04/01/1995		
	Rates	Fringes
BROWARD, COLLIER, LEE, MARTIN, PALM BEACH, AND ST LUCIE COUNTIES		
POWER EQUIPMENT OPERATORS:		
All Tower Cranes and all Cranes with boom length 150 ft and over	18.64	6.20
Cranes with boom length less than 150 ft, Backhoes, and Bulldozers	17.92	6.20
Oilers	16.29	6.20
-----		
PLUM0630A 07/01/1999		
	Rates	Fringes
LEE, MARTIN, PALM BEACH, AND ST LUCIE COUNTIES		
PIPEFITTERS	24.56	4.70
-----		
PLUM0725B 07/16/1999		
	Rates	Fringes
BROWARD AND DADE COUNTIES		
PIPEFITTERS	21.60	5.90
-----		
SUFL2016A 01/26/1990		
	Rates	Fringes
CARPENTERS	12.71	2.71
CEMENT MASONS	10.50	
LABORERS	5.72	
POWER EQUIPMENT OPERATORS:		
DACW63-00-R-0002		

Loaders

11.25

2.55

-----  
WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.  
=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(v)).  
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In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.

**END OF GENERAL DECISION**

WAGE DETERMINATION NO: 94-2119 REV (14) AREA: FL,MIAMI

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WAGE DETERMINATION NO: 94-2119 REV (14) AREA: FL,MIAMI

\*\*\*FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL\*\*\*

REGISTER OF WAGE DETERMINATION UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
Washington, D.C. 20210

Wage Determination No.: 94-2119

Revision No.: 14

Division of

Wage Determinations

Date of Last Revision: 05/27/1999

State): Florida

Areas: Florida COUNTIES OF Collier, Dade, Monroe

\*\* Fringe Benefits Required For All Occupations Included In  
This Wage Determination Follow The Occupational Listing \*\*

OCCUPATION CODE AND TITLE	MINIMUM HOURLY WAGE
Administrative Support and Clerical Occupations:	
01011 Accounting Clerk I	\$ 7.61
01012 Accounting Clerk II	\$ 9.35
01013 Accounting Clerk III	\$ 11.78
01014 Accounting Clerk IV	\$ 14.03
01030 Court Reporter	\$ 14.43
01050 Dispatcher, Motor Vehicle	\$ 12.55
01060 Document Preparation Clerk	\$ 9.87
01070 Messenger (Courier)	\$ 7.88
01090 Duplicating Machine Operator	\$ 9.87
01110 Film/Tape Librarian	\$ 9.95
01115 General Clerk I	\$ 6.85
01116 General Clerk II	\$ 7.88
01117 General Clerk III	\$ 9.87
01118 General Clerk IV	\$ 11.20
01120 Housing Referral Assistant	\$ 15.97
01131 Key Entry Operator I	\$ 9.08
01132 Key Entry Operator II	\$ 11.28
01191 Order Clerk I	\$ 9.33
01192 Order Clerk II	\$ 10.24
01261 Personnel Assistant (Employment) I	\$ 7.85
01262 Personnel Assistant (Employment) II	\$ 9.03
01263 Personnel Assistant (Employment) III	\$ 12.55
01264 Personnel Assistant (Employment) IV	\$ 13.89
01270 Production Control Clerk	\$ 13.89
01290 Rental Clerk	\$ 11.44
01300 Scheduler, Maintenance	\$ 11.44
01311 Secretary I	\$ 11.44
01312 Secretary II	\$ 14.29

01313	Secretary III	\$ 15.97
01314	Secretary IV	\$ 18.07
01315	Secretary V	\$ 21.91
01320	Service Order Dispatcher	\$ 9.95
01341	Stenographer I	\$ 13.87
01342	Stenographer II	\$ 14.59
01400	Supply Technician	\$ 15.64
01420	Survey Worker (Interviewer)	\$ 11.32
01460	Switchboard Operator-Receptionist	\$ 8.28
01510	Test Examiner	\$ 14.43
01520	Test Proctor	\$ 14.43
01531	Travel Clerk I	\$ 8.87
01532	Travel Clerk II	\$ 9.63
01533	Travel Clerk III	\$ 10.33
01611	Word Processor I	\$ 10.76
01612	Word Processor II	\$ 12.08
01613	Word Processor III	\$ 15.74
Automatic Data Processing Occupations:		
03010	Computer Data Librarian	\$ 9.70
03041	Computer Operator I	\$ 9.60
03042	Computer Operator II	\$ 11.51
03043	Computer Operator III	\$ 14.61
03044	Computer Operator IV	\$ 15.34
03045	Computer Operator V	\$ 15.79
03071	Computer Programmer I 1/	\$ 16.94
03072	Computer Programmer II 1/	\$ 18.90
03073	Computer Programmer III 1/	\$ 22.53
03074	Computer Programmer IV 1/	\$ 27.38
03101	Computer Systems Analyst I 1/	\$ 22.80
03102	Computer Systems Analyst II 1/	\$ 24.74
03103	Computer Systems Analyst III 1/	\$ 27.62
03160	Peripheral Equipment Operator	\$ 9.70
Automotive Service Occupations:		
05005	Automobile Body Repairer, Fiberglass	\$ 15.16
05010	Automotive Glass Installer	\$ 13.28
05040	Automotive Worker	\$ 13.28
05070	Electrician, Automotive	\$ 14.22
05100	Mobile Equipment Servicer	\$ 11.41
05130	Motor Equipment Metal Mechanic	\$ 15.16
05160	Motor Equipment Metal Worker	\$ 13.28
05190	Motor Vehicle Mechanic	\$ 14.84
05220	Motor Vehicle Mechanic Helper	\$ 10.47
05250	Motor Vehicle Upholstery Worker	\$ 12.34
05280	Motor Vehicle Wrecker	\$ 13.28
05310	Painter, Automotive	\$ 14.22
05340	Radiator Repair Specialist	\$ 13.28
05370	Tire Repairer	\$ 11.41
05400	Transmission Repair Specialist	\$ 15.16
Food Preparation and Service Occupations:		
07010	Baker	\$ 11.81
07041	Cook I	\$ 10.14
07042	Cook II	\$ 11.81
07070	Dishwasher	\$ 7.76
07100	Food Service Worker (Cafeteria Worker)	\$ 6.86
07130	Meat Cutter	\$ 11.81
07250	Waiter/Waitress	\$ 7.65
Furniture Maintenance and Repair Occupations:		
09010	Electrostatic Spray Painter	\$ 14.22
09040	Furniture Handler	\$ 8.60
09070	Furniture Refinisher	\$ 14.22

09100 Furniture Refinisher Helper	\$ 10.47
09110 Furniture Repairer, Minor	\$ 12.34
09130 Upholsterer	\$ 14.22
General Service and Support Occupations:	
11030 Cleaner, Vehicles	\$ 6.91
11060 Elevator Operator	\$ 6.75
11090 Gardener	\$ 10.14
11121 Housekeeping Aide I	\$ 6.58
11122 Housekeeping Aide II	\$ 6.94
11150 Janitor	\$ 6.94
11210 Laborer, Grounds Maintenance	\$ 7.65
11240 Maid or Houseman	\$ 6.58
11270 Pest Controller	\$ 10.93
11300 Refuse Collector	\$ 7.76
11330 Tractor Operator	\$ 9.30
11360 Window Cleaner	\$ 7.86
Health Occupations:	
12020 Dental Assistant	\$ 11.42
12040 Emergency Medical Technician/Paramedic Ambulance Driver	\$ 11.47
12071 Licensed Practical Nurse I	\$ 12.24
12072 Licensed Practical Nurse II	\$ 13.74
12073 Licensed Practical Nurse III	\$ 15.38
12100 Medical Assistant	\$ 10.60
12130 Medical Laboratory Technician	\$ 10.30
12160 Medical Record Clerk	\$ 9.57
12190 Medical Record Technician	\$ 12.78
12221 Nursing Assistant I	\$ 6.70
12222 Nursing Assistant II	\$ 7.53
12223 Nursing Assistant III	\$ 8.22
12224 Nursing Assistant IV	\$ 9.22
12250 Pharmacy Technician	\$ 11.50
12280 Phlebotomist	\$ 10.60
12311 Registered Nurse I	\$ 14.66
12312 Registered Nurse II	\$ 20.78
12313 Registered Nurse II, Specialist	\$ 20.78
12314 Registered Nurse III	\$ 28.53
12315 Registered Nurse III, Anesthetist	\$ 28.53
12316 Registered Nurse IV	\$ 29.00
Information and Arts Occupations:	
13002 Audiovisual Librarian	\$ 15.79
13011 Exhibits Specialist I	\$ 16.05
13012 Exhibits Specialist II	\$ 19.20
13013 Exhibits Specialist III	\$ 23.49
13041 Illustrator I	\$ 16.05
13042 Illustrator II	\$ 19.20
13043 Illustrator III	\$ 23.49
13047 Librarian	\$ 19.14
13050 Library Technician	\$ 12.43
13071 Photographer I	\$ 13.99
13072 Photographer II	\$ 16.05
13073 Photographer III	\$ 19.20
13074 Photographer IV	\$ 24.31
13075 Photographer V	\$ 29.40
Laundry, Drycleaning, Pressing and Related Occups:	
15010 Assembler	\$ 7.13
15030 Counter Attendant	\$ 7.13
15040 Dry Cleaner	\$ 8.87
15070 Finisher, Flatwork, Machine	\$ 7.13
15090 Presser, Hand	\$ 7.13
15100 Presser, Machine, Drycleaning	\$ 7.13

15130 Presser, Machine, Shirts	\$ 7.13
15160 Presser, Machine, Wearing Apparel, Laundry	\$ 7.13
15190 Sewing Machine Operator	\$ 9.63
15220 Tailor	\$ 10.33
15250 Washer, Machine	\$ 7.70
Machine Tool Operation and Repair Occupations:	
19010 Machine-Tool Operator (Toolroom)	\$ 14.22
19040 Tool and Die Maker	\$ 17.98
Materials Handling and Packing Occupations:	
21010 Fuel Distribution System Operator	\$ 11.41
21020 Material Coordinator	\$ 13.98
21030 Material Expediter	\$ 13.98
21040 Material Handling Laborer	\$ 8.83
21050 Order Filler	\$ 9.73
21071 Forklift Operator	\$ 10.20
21080 Production Line Worker (Food Processing)	\$ 12.83
21100 Shipping/Receiving Clerk	\$ 10.34
21130 Shipping Packer	\$ 10.34
21140 Store Worker I	\$ 7.37
21150 Stock Clerk (Shelf Stocker; Store Worker II)	\$ 9.80
21210 Tools and Parts Attendant	\$ 13.78
21400 Warehouse Specialist	\$ 13.78
Mechanics and Maintenance and Repair Occupations:	
23010 Aircraft Mechanic	\$ 15.89
23040 Aircraft Mechanic Helper	\$ 10.97
23050 Aircraft Quality Control Inspector	\$ 16.87
23060 Aircraft Servicer	\$ 12.93
23070 Aircraft Worker	\$ 13.92
23100 Appliance Mechanic	\$ 14.22
23120 Bicycle Repairer	\$ 11.41
23125 Cable Splicer	\$ 15.16
23130 Carpenter, Maintenance	\$ 14.22
23140 Carpet Layer	\$ 13.52
23160 Electrician, Maintenance	\$ 16.72
23181 Electronics Technician, Maintenance I	\$ 15.58
23182 Electronics Technician, Maintenance II	\$ 18.62
23183 Electronics Technician, Maintenance III	\$ 21.56
23260 Fabric Worker	\$ 12.34
23290 Fire Alarm System Mechanic	\$ 15.16
23310 Fire Extinguisher Repairer	\$ 11.41
23340 Fuel Distribution System Mechanic	\$ 15.16
23370 General Maintenance Worker	\$ 13.28
23400 Heating, Refrigeration and Air-Conditioning Mechanic	\$ 15.16
23430 Heavy Equipment Mechanic	\$ 15.16
23440 Heavy Equipment Operator	\$ 17.58
23460 Instrument Mechanic	\$ 15.16
23470 Laborer	\$ 8.56
23500 Locksmith	\$ 14.22
23530 Machinery Maintenance Mechanic	\$ 14.86
23550 Machinist, Maintenance	\$ 15.20
23580 Maintenance Trades Helper	\$ 10.47
23640 Millwright	\$ 15.16
23700 Office Appliance Repairer	\$ 14.22
23740 Painter, Aircraft	\$ 14.22
23760 Painter, Maintenance	\$ 14.22
23790 Pipefitter, Maintenance	\$ 14.84
23800 Plumber, Maintenance	\$ 14.22
23820 Pneudraulic Systems Mechanic	\$ 15.16
23850 Rigger	\$ 15.16
23870 Scale Mechanic	\$ 13.28

23890 Sheet-Metal Worker, Maintenance	\$ 15.16
23910 Small Engine Mechanic	\$ 13.28
23930 Telecommunications Mechanic I	\$ 15.16
23931 Telecommunications Mechanic II	\$ 16.10
23950 Telephone Lineman	\$ 15.16
23960 Welder, Combination, Maintenance	\$ 15.16
23965 Well Driller	\$ 15.16
23970 Woodcraft Worker	\$ 15.16
23980 Woodworker	\$ 11.41
Personal Needs Occupations:	
24570 Child Care Attendant	\$ 7.76
24580 Child Care Center Clerk	\$ 11.13
24600 Chore Aide	\$ 6.58
24630 Homemaker	\$ 10.76
Plant and System Operation Occupations:	
25010 Boiler Tender	\$ 15.16
25040 Sewage Plant Operator	\$ 14.22
25070 Stationary Engineer	\$ 17.43
25190 Ventilation Equipment Tender	\$ 10.47
25210 Water Treatment Plant Operator	\$ 14.22
Protective Service Occupations:	
27004 Alarm Monitor	\$ 10.26
27006 Corrections Officer	\$ 17.08
27010 Court Security Officer	\$ 17.90
27040 Detention Officer	\$ 17.08
27070 Firefighter	\$ 18.64
27101 Guard I	\$ 6.97
27102 Guard II	\$ 10.26
27130 Police Officer	\$ 20.24
Stevedoring/Longshoremen Occupational Services:	
28010 Blocker and Bracer	\$ 18.73
28020 Hatch Tender	\$ 16.29
28030 Line Handler	\$ 16.29
28040 Stevedore I	\$ 13.72
28050 Stevedore II	\$ 20.07
Technical Occupations:	
29010 Air Traffic Control Specialist, Center 2/	\$ 25.52
29011 Air Traffic Control Specialist, Station 2/	\$ 17.60
29012 Air Traffic Control Specialist, Terminal 2/	\$ 19.38
29023 Archeological Technician I	\$ 11.04
29024 Archeological Technician II	\$ 12.43
29025 Archeological Technician III	\$ 15.34
29030 Cartographic Technician	\$ 15.34
29035 Computer Based Training (CBT) Specialist/Instructor	\$ 26.22
29040 Civil Engineering Technician	\$ 17.00
29061 Drafter I	\$ 12.18
29062 Drafter II	\$ 14.25
29063 Drafter III	\$ 16.05
29064 Drafter IV	\$ 19.20
29081 Engineering Technician I	\$ 10.85
29082 Engineering Technician II	\$ 14.00
29083 Engineering Technician III	\$ 15.80
29084 Engineering Technician IV	\$ 16.88
29085 Engineering Technician V	\$ 20.65
29086 Engineering Technician VI	\$ 24.98
29090 Environmental Technician	\$ 15.34
29100 Flight Simulator/Instructor (Pilot)	\$ 28.45
29150 Graphic Artist	\$ 22.80
29160 Instructor	\$ 22.06
29210 Laboratory Technician	\$ 14.61

29240	Mathematical Technician	\$ 16.88
29361	Paralegal/Legal Assistant I	\$ 13.13
29362	Paralegal/Legal Assistant II	\$ 15.71
29363	Paralegal/Legal Assistant III	\$ 19.21
29364	Paralegal/Legal Assistant IV	\$ 23.23
29390	Photooptics Technician	\$ 16.88
29480	Technical Writer	\$ 20.88
29491	Unexploded Ordnance Technician I	\$ 16.22
29492	Unexploded Ordnance Technician II	\$ 19.62
29493	Unexploded Ordnance Technician III	\$ 23.52
29494	Unexploded Safety Escort	\$ 16.22
29495	Unexploded Sweep Personnel	\$ 16.22
29620	Weather Observer, Senior 3/	\$ 16.06
29621	Weather Observer, Combined Upper Air & Surface Programs 3/	\$ 14.61
29622	Weather Observer, Upper Air 3/	\$ 14.61
Transportation/Mobile Equipment Operation Occups:		
31030	Bus Driver	\$ 12.15
31260	Parking and Lot Attendant	\$ 8.31
31290	Shuttle Bus Driver	\$ 8.62
31300	Taxi Driver	\$ 9.01
31361	Truckdriver, Light Truck	\$ 8.62
31362	Truckdriver, Medium Truck	\$ 12.57
31363	Truckdriver, Heavy Truck	\$ 13.41
31364	Truckdriver, Tractor-Trailer	\$ 13.41
Miscellaneous Occupations:		
99020	Animal Caretaker	\$ 9.09
99030	Cashier	\$ 7.39
99041	Carnival Equipment Operator	\$ 10.18
99042	Carnival Equipment Repairer	\$ 11.10
99043	Carnival Worker	\$ 6.79
99050	Desk Clerk	\$ 8.47
99095	Embalmer	\$ 16.88
99300	Lifeguard	\$ 7.96
99310	Mortician	\$ 16.88
99350	Park Attendant (Aide)	\$ 10.70
99400	Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	\$ 9.52
99500	Recreation Specialist	\$ 14.95
99510	Recycling Worker	\$ 10.83
99610	Sales Clerk	\$ 6.92
99620	School Crossing Guard (Crosswalk Attendant)	\$ 6.75
99630	Sports Official	\$ 7.96
99658	Survey Party Chief (Chief of Party)	\$ 13.36
99659	Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	\$ 12.79
99660	Surveying Aide	\$ 6.34
99690	Swimming Pool Operator	\$ 12.22
99720	Vending Machine Attendant	\$ 9.42
99730	Vending Machine Repairer	\$ 12.22
99740	Vending Machine Repairer Helper	\$ 9.42

\*\* Fringe Benefits Required For All Occupations Included In  
This Wage Determination \*\*

HEALTH & WELFARE: \$1.63 an hour or \$65.20 a week or \$282.53 a month.  
VACATION: 2 weeks paid vacation after 1 year of service with a  
contractor or successor; 3 weeks after 5 years; 4 weeks after 15 years;  
and 5 weeks after 20 years. Length of service includes the whole span  
of continuous service with the present contractor or successor,  
wherever employed, and with predecessor contractors in the performance  
of similar work at the same Federal facility. (Reg. 4.173)

HOLIDAYS: A minimum of nine paid holidays per year: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

1/

Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See 29 CFR 4.156)

2/

APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3/

WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$4.25 per week (or \$.85 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Source of Occupational Titles and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Second Supplement, dated August 1995, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government

Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE  
{Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

**MIAMI, FLORIDA SMSA**

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (APR 1984) (FAR 52.222-23D)**

**(DEVIATION)**

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

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

<u>Goals for minority participation for each trade</u>	<u>Goals for female participation for each trade</u>
39.5	6.9%

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

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from

Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

**MIAMI, FLORIDA SMSA**

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

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

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is:

the Florida City of Miami, and **Dade County**.

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EVALUATION FACTORS FOR AWARD

52.0001-4036c EVALUATION FACTORS FOR AWARD

**AM#2 1.0 PRE-AWARD SURVEY.** An offer submitted in response to this solicitation may result in a Government survey team contacting your organization to acquire further information or to validate previously submitted information. If, however, it is determined that no further input from the offeror is required, then the initial submission by the offeror will be the only criteria used to judge the competitiveness of the offer.

2.0 GOVERNMENT INTENT. It is the Government's intent to award one contract for overall effort. This contract will likely utilize a Cost Plus Award Fee format for execution of the major functional tasks as specified in the Statement of Work (Section C) and as directed in specific Task Orders. The Government reserves the right, however, to make no award at all.

3.0 EVALUATION CRITERIA.

3.1 Award will be made to the responsible offeror whose proposal contains the combination of those criteria offering the best overall value to the Government. This will be determined by comparing the difference in the value of technical (non-cost) features of proposals with the difference in the cost to the Government. In making this comparison, the Government is more concerned with obtaining superior technical or management features than with making an award at the lowest overall cost to the Government. However, the Government will not make an award at a significantly higher overall cost to the Government to achieve slightly superior technical or management features. ALL EVALUATION FACTORS OTHER THAN COST OR PRICE, WHEN COMBINED, ARE SIGNIFICANTLY MORE IMPORTANT THAN COST OR PRICE. FEE WILL NOT BE AN EVALUATION FACTOR. Though not separately established as an evaluation factor, Performance Risk (understanding of scope; risk to the successful performance of the contract) will be considered with respect to all factors. Offerors should remember that when making trade-off decisions during proposal evaluations, the Government prefers to obtain evidence of better offeror past performance and experience, and better management and execution plan quality rather than to obtain relatively small price savings. Therefore, the Government reserves the right to award a contract to other than the lowest (cost) offeror.

3.2 A detailed Government analysis will be made of each offeror's proposal and the results provided to the Source Selection Authority, for use in determining the source to receive the award. The Government's evaluation of non-cost factors will be accomplished without reference to cost. The source selection process will be based on an integrated assessment of the areas set forth below to determine the proposal most advantageous to the Government. Proposals unrealistic in terms of technical approach, management commitment, or cost will be deemed indicative of an inherent lack of comprehension of the complexity and risks of the requirements, and may be rejected.

3.3 This is a Best Value source selection. All non-cost evaluation factors, when combined, are considered significantly more important than cost. All areas specified in paragraph b below will be considered in the evaluation process. The basis for the proposed cost must be consistent with the offeror's non-cost evaluated areas. No advantage will accrue to an offeror who submits an unrealistically low cost proposal. Although cost is of significantly lesser importance than the aggregate weight of the non-cost evaluation factors, it is an important factor and should not be ignored.

3.4 The following are the evaluation factors and significant subfactors that will be used to determine which offer is most advantageous to the Government. Each of the below evaluation factors (3.4.1 through 3.4.5) are to be considered of equal importance. The subfactors of each of the below evaluation factors are listed in descending order of importance. The following is a breakdown of evaluation criteria:

- (3.4.1) Management and Execution Plan
- (3.4.2) Past Performance
- (3.4.3) Experience
- (3.4.4) Small Business Utilization, Small Disadvantaged Business Utilization and Subcontracting Plan
- (3.4.5) Sample Project Proposal
- (3.4.6) Cost

3.4.1 Management and Execution Plan: The Government will review proposed management and execution plans presented by each offeror to compare, rank, and score each offeror's proposal to plan and control various aspects of the project, including schedule and cost. Each proposal will also be reviewed to confirm that it addresses the six subfactors specified below. The Government will consider any plans that fail to include all specified subfactors deficient, and therefore unacceptable. The subfactors are listed in descending order

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of importance. Each subfactor will be rated separately and then an overall factor rating will be established.

3.4.1.1 Execution Plan: Based on the Statement of Work (Section C) and other pertinent information contained in this Request for Proposal, describe your overall plan for accomplishing this project in the most cost effective and efficient manner. The execution plan will be used to assess your understanding of the scope of work for this project.

3.4.1.2 Project Planning and Control: Describe your procedures for establishing and maintaining project schedules. Describe how you will monitor progress and how you will measure actual work accomplished versus scheduled work, and the actual value of the work performed against the estimated value of the work performed. Describe your approach to estimating and controlling project costs and how you would propose updating the estimates to reflect cost data and changes. Describe limits of authority, responsibility, and communication for management, supervisory, and technical personnel. It is not the Government's intent to tell the contractor how to accomplish the major functional tasks, but rather to state the desired outcome and then to measure performance.

3.4.1.3 Key Personnel: Furnish resumes for key program personnel (management, supervisory, and technical) which include education, experience, background, accomplishments, and other pertinent information, particularly as it relates to the ability of the personnel to manage and perform under this contract.

3.4.1.4 Plan for Management of Subcontractors: Describe your plan for administering subcontracts and explain how these activities will be integrated and coordinated with other activities including those performed by your own forces. Provide information to support the effectiveness of your plans. Indicate, through description of experience on Government contracts, your ability to schedule and conduct required procurement in accordance with Government policies and procedures, in the management of subcontracts, to include small business subcontracts.

3.4.1.5 Resource Utilization Plan: Describe your technique for assuring efficient utilization and balance of all manpower, material, and equipment. Include in your submission any other data you deem necessary to describe your firm's capabilities with regard to efficient balance and utilization of resources. Submit a description of the recruitment and employment methods your company will use to perform this contract, both initially and during the performance period. Discuss your staffing plan to accommodate fluctuating workloads in order to maintain an experienced workforce during execution of EVENTS. Describe the extent to which training will be utilized to preserve the effectiveness of your organization. Describe timekeeping procedures to be used, including enforcement plans. Indicate who will be responsible for each major functional area and, where appropriate, how many hours each individual will spend on each task. Personnel management information such as hiring, firing, discipline, incentives, etc., shall also be addressed.

3.4.1.6 Environmental Objectives: Describe how you will ensure all site activities will comply with all federal and state environmental laws. Indicate who will be responsible for these activities, and provide information to support their past experience and abilities to perform this function.

3.4.2 Past Performance: The Government will evaluate information about each offeror's past performance and will compare, rank, and score offerors on the basis of relative favorableness of their past performance. By past performance, the Government means an offeror's reputation for satisfying its customers by delivering quality work in a timely manner at a reasonable cost. Past performance also includes an offeror's reputation for integrity, reasonable and cooperative conduct, and commitment to customer satisfaction. As submitted, the offeror's proposal shall contain evidence of these qualities. In evaluating the offeror's documentation of past performance, the Government shall give more weight to past performance information connected to performance of work that is similar to the work required by this solicitation, including cost reimbursement type contracts. It is important that the offeror submit verifiable evidence of past performance. Items the offeror may consider for evidence of past performance are letters of commendation, performance awards, performance evaluations, etc. In addition to the evidence submitted by the offeror, the Government may consider information obtained from other sources, including, but not limited to, past and present customers of the offeror and their current and former employees; past and present subcontractors of the offeror and their current and former employees; current and former employees of the offeror; federal, state and local government agencies (including court records); and private consumer protection organizations. Additionally, offerors may identify past or current contracts (including Federal, State, and local government and private) for efforts similar to this requirement, including cost reimbursement type contracts. In doing so, offerors may provide information on problems

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encountered on the identified contracts and the offeror's corrective action.

3.4.3 Experience: The Government will evaluate each offeror's experience history and will compare, rank, and score offerors on the basis of the relative depth and breadth of experience in managing and executing features of work the same as or similar to those associated with this project. In assessing this experience, the following subfactors will be considered, in descending order of importance:

3.4.3.1 Experience with supply and service contracts, especially those providing contingency-response broad-spectrum construction and logistics support to an emergent situation at possibly remote and/or multiple sites.

3.4.3.2 Experience with preparing detailed management plans in support of contingency responses.

3.4.3.3 Experience with cost reimbursement type contracts.

3.4.3.4 Experience with operation and maintenance of basic infrastructure, roads, utility plants and distribution systems.

3.4.3.5 Experience with the design and performance of temporary construction and minor repair projects.

3.4.4 Small Business Utilization, Small Disadvantaged Business Utilization and Subcontracting Plan:

3.4.4.1 SB Utilization: The offeror must show how small businesses will be utilized for the planning and execution of an EVENT.

3.4.4.2 SDB Utilization:

3.4.4.2.1 The contractor must identify each SDB concern proposed and submit targets expressed in dollars and percentages representing each SDB concern's participation of the total contract value.

3.4.4.2.2 The contractor is also required to submit a total target value of all SDB participation of the total contract value.

3.4.4.2.3 The contractor must address the complexity and variety of the work that SDBs are to perform.

3.4.4.2.4 The contractor must show past performance of offerors in complying with subcontracting plan goals for SDB concerns and monetary targets for SDB participation.

3.4.4.3 Subcontracting Plan (APPLIES TO LARGE BUSINESS ONLY):

3.4.4.3.1 All large businesses shall submit a subcontracting plan with their technical and price/cost proposals. The plan shall be prepared in accordance with FAR 52.219-9. Failure to submit an acceptable subcontracting plan may make the offeror ineligible for award of the contract. The subcontracting plan submitted by a large business will be reviewed for compliance and will be scored in accordance with AFARS 19.7, Appendix CC. The submission of the subcontracting plan is in no way advantageous to large businesses over any small business in the evaluation process.

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3.4.4.2.2 Fort Worth District's Goal of Total Subcontracted Dollars:

- Small Business Subcontracting Goals - **61.4**
- Small Disadvantaged Business Subcontracting Goals - 9.1%
- Woman Owned Small Business Subcontracting Goals - 5.0%
- University/Minority Institutions Subcontracting Goals - 2.0% (Where Applicable).
- HUBZone - .5%

The contractor is put on notice that that any targets represented in a submitted proposal will be incorporated into and become part of any resulting contract.

3.4.5 Sample Project Evaluation: The Government will review the proposed sample project prepared by each offeror to compare, rank and score each offeror's proposal. Each sample project will be reviewed to for the following four subfactors, in descending order of importance:

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3.4.5.1 Contractor Readiness: The government will evaluate each proposal to determine the mechanism and level of detail the offeror will utilize to maintain their level of readiness to respond to the sample project.

3.4.5.2 Contractors approach to Response Time Requirements: The sample project proposal will be reviewed for how the offeror intends to comply with the response times and migrant housing and processing scenarios presented in the sample project.

3.4.5.3 Resolution of Scenario challenges: The government will evaluate each offerors proposal on how they will execute the sample project requirements, and the offerors approach to the challenges that must be overcome with the project assumptions.

3.4.5.4 Division of Work: The sample project proposal will be reviewed to determine how each offeror proposes to setup the required facilities and operate the facilities for the duration of the sample project. The proposals will be reviewed for how the work to be performed and division of work will be accomplished for critical setup and operational requirements.

3.4.5.5 Utilization of Small Business and Small Disadvantaged Business: The government will evaluate each offerors proposal to determine the level of participation of small and small disadvantaged businesses in the setup and operation of the proposed sample project.

3.4.6 Cost: The proposed contract cost will be considered in relation to technical and management features of the proposal. The cost proposal will be evaluated for overall reasonableness. In addition, each cost proposal will be evaluated for realism, completeness and whether it adequately addresses the requirements of the RFP. This evaluation will involve a review of the cost and technical portions of the proposal and will exclude an analysis of fee. Proposals not meeting minimum requirements may be rejected from further consideration. "Certified Cost or Pricing Data" is required. See Section L for instructions.

3.4.6.1 Realism - The proposals will be reviewed for realism, considering reasonableness of methodology, techniques, rationale, logic and compliance with cost principles and cost accounting standards. All elements of the cost proposal shall be fully supported by cost data which shall include factors and assumptions used by the offeror, so that realism can be evaluated by the Government evaluators. Supporting cost data shall illustrate the basis for the offeror's cost estimates relative to the effort to be performed. In performing its cost realism analysis, the Government will determine the probable cost of performance for each offeror. The probable cost is determined by adjusting each offeror's proposed cost to reflect any additions or reductions in cost elements to realistic levels based on the results of the cost realism analysis.

3.4.6.2 Completeness - The proposals will be reviewed to determine the extent to which 1) cost elements of the offer have been addressed, and 2) the data submitted is accurate, complete, an current, in light of RFP requirements. In addition, proposals will be reviewed to determine continuity and trackability of costs to the technical effort, and between the initial proposal and any revisions thereto.

3.4.6.3 Cost Proposals. The estimated costs submitted in your cost proposal must directly address the work to be performed as stated in Section C and any Attachments or supplemental data available in the RFP. Your estimates must be separated by Basic Contract Year, Option Year 1, Option Year 2, Option Year 3, and Option Year 4, by cost elements shown below. Your cost proposal must be trackable to your Technical Proposal to facilitate the Cost-Realism Analysis.

3.4.6.3.1 Direct Labor. This element will carry the greatest weight in performance of the Cost Realism Analysis. Estimate number of hours to be incurred, and labor mix of employees to perform the work and labor rates to be paid per category of employee. State basis of labor rates and whether such rates are currently being paid or anticipated and if anticipated then on what basis. Labor hours must be trackable to organizational structures anticipated within home office and on-site management. Labor rates must be broken out between base rates and rate additives. Direct labor costs must be easily trackable within the proposal. Estimate by Basic Contract and each Option Year. Offerors are cautioned to use great care in estimating direct labor cost due to its importance in the analysis.

3.4.6.3.2 Overhead. This element will be considered the second most important element in the Cost Realism Analysis. Fully state the basis of all overhead and general and administrative rates. Indicate whether rates are actuals or projected rates. Indicate whether your company has a current Forward Pricing Rate Agreement (FPRA) and whether those rates are used. Indicate whether the overhead/G&A rate structure is the structure normally

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proposed on both Government and commercial contracts. Estimate by Basic Contract and each Option Year.

3.4.6.3.3 Equipment. Based on the information available in Section C and any Attachments or supplemental data available in the RFP, estimate the cost of equipment for the period of performance and justify your rationale. Estimate by Basic Contract and each Option Year.

3.4.6.3.4 Material. Based on the information available in Section C and any Attachments or supplemental data available in the RFP, estimate the cost of material for the period of performance and justify your rationale. Estimate by Basic Contract and each Option Year.

3.4.6.3.5 Subcontracts. Based on the information available in Section C and any Attachments or supplemental data available in the RFP, estimate the cost of subcontracts for the period of performance and justify your rationale. Estimate by Basic Contract and each Option Year.

3.4.6.3.6 Other Direct Costs. Based on the information available in Section C and any Attachments or supplemental data available in the RFP, estimate the cost of other direct cost expenditures for the period of performance and justify your rationale. Estimate by Basic Contract and each Option Year.

3.4.6.3.7 Cost of Money. State basis and rationale for Facilities Capital Cost of Money (FCCM), if proposed.

3.4.6.4 Additional Information to be Submitted.

3.4.6.4.1 Purchasing Systems. State whether your company has an approved Purchasing System and/or Estimating System. An approved system is defined as a system which has been reviewed by the Government and received formal approval.

**AM#2** 3.4.6.4.2 Cost Accounting Disclosure Statement. State whether you currently have an adequate Disclosure Statement on file. **See Section K for appropriate guidance - Clause 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (APR 1998).**

3.4.6.4.3 Accounting System. State whether your company currently has a Defense Contract Audit Agency (DCAA) approved accounting system.

**AM#2** 3.4.6.4.4 Current Financial Statement: **Provide the more recent/current of the Financial Statement or Annual Report.**

3.5 Oral Presentations:

3.5.1 Key personnel of the offeror's proposed management team, which the Government determines to be minimally qualified, may be required to make an oral presentation. Oral presentations may be necessary before or after the establishment of the competitive range. If an oral presentation is deemed necessary, the offeror's team shall be prepared to respond to questions from Government representatives once the presentation is complete. The sole purpose of the oral presentation and any questions which may follow is to permit the Government to test and evaluate the management team's relative knowledge and competence with regard to the Government's requirements and program objectives and related technological or program challenges and risks, and cost issues related to this project.

3.5.2 An offeror's oral presentation and answers to any questions which follow are not part of its formal contract offer, may not include changes to its formal contract offer, and will not become a part of any resulting contract unless requested to do so in writing during the negotiation phase. Neither the presentation nor any questions and answers will constitute discussions within the meaning of FAR 15.306, and neither will obligate the Government to entertain revisions to the formal contract offer or to solicit final proposal revisions. The Government intends to award without discussions. Nevertheless, even if the Government determines that discussions and final proposal revisions will be necessary, the Government will not conduct discussions during the oral presentation or any questions or answers which follow and will not entertain revisions to the formal contract offer during the oral presentation including answers given by the offerors' management team during any related questioning. If discussions are entered into, may require items discussed during the oral presentation to be submitted in writing afterward, during the negotiation process, to be incorporated into any resulting contract. Therefore, the oral presentation shall represent the offeror's best effort.

3.5.3 The Government will not evaluate the oral presentation separately.

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However, the information presented will supplement the offeror's written proposal and may be used in proposal evaluation. The topics to be addressed in the oral presentation shall cover all aspects of the sample task order, including costs. The presentation shall fully address:

3.5.3.1 The mechanisms the offeror put into place to maintain its level of readiness.

3.5.3.2 How the offeror intends to comply with response times.

3.5.3.3 The work to be performed and division of work among critical performance resources.

3.5.3.4 How the offeror will develop and implement solutions to anticipated tasks and anticipated challenges and problems.

3.5.3.5 Utilization of Small Business and Small Disadvantaged Business.

The audience will consist of some or all members of the Source Selection Board. The oral presentation is limited to five offeror representatives and a duration of two hours including Government questioning and offeror responses. The presentation shall be in viewgraph format with handout materials as appropriate. Pre-recorded videotaped presentations without real-time interactive dialogue will not be considered appropriate for oral presentations. If any special equipment is required, the offeror is requested to make special arrangements with the contract specialist for installation and set-up of the equipment in advance of the presentation.

3.5.4 If oral presentations are necessary, a specific schedule for the presentations will be developed. Once notified, the offerors shall be given 5 calendar days to prepare their presentation. Each oral presentation shall be videotaped for Government use during proposal evaluation.