

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			J	1	26
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 16-Mar-2004	4. REQUISITION/PURCHASE REQ. NO. W26GLG-4029-8305		5. PROJECT NO.(If applicable)	
6. ISSUED BY USA ENGINEER DISTRICT, NORFOLK CONTRACTING OFFICE 803 FRONT STREET NORFOLK VA 23510-1096	CODE W91236	7. ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)			X	9A. AMENDMENT OF SOLICITATION NO. W91236-04-R-0014	
			X	9B. DATED (SEE ITEM 11) 26-Feb-2004	
				10A. MOD. OF CONTRACT/ORDER NO.	
				10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>2</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Subject amendment for Indefinite Delivery/Indefinite Quantity Contract for a broad range of Civil and Military Environmental and Planning Activities inside or outside of the Continent of the United States is modified as follows: (Refer to Continuation Sheet)					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			TEL: _____ EMAIL: _____		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 16-Mar-2004	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:W9123604R0014**Section B- Supplies or Services and Prices**SCHEDULE RATESOUTSIDE THE CONTINENT OF THE UNITED STATES (OCONUS) – ADD the following sentence, “**The amount and location of OCONUS work is not known.**”SCHEDULE RATESINSIDE THE CONTINENT OF THE UNITED STATES (CONUS)

This contract will be awarded based on Technically Acceptable, Lowest Cost. The evaluation of lowest cost will include ALL Labor (Off-Site and On-Site), Other Direct Cost (ODC) Handling Fee and Travel and Per Diem Handling Fee for the base year and all four option years.

For Labor – The contractor must fill in their unit price for each/all labor categories. For purposes of evaluation of lowest cost, all labor unit prices will be totaled. (Note: Exact quantities/hours for individual labor hours are not known. However, the total value of the contract shall not exceed \$15 million or 5 years, if all options are exercised.)

For ODC and Travel and Per Diem - The contractor must fill in their Percentages (%) for both ODC and Travel and Per Diem. For purposes of evaluation of lowest cost, the government has applied a \$1000.00 rate to the ODC Handling Fee Percentage (%) and a \$1000.00 rate to the Travel and Per Diem Handling Fee Percentage (%). (Note: The dollar rate of \$1000.00, is for evaluation purposes only and in no way reflects the estimated totals of ODC and Travel and Per Diem. Actual amounts of ODC and Travel and Per Diem will be established on individual task orders.) For example if your ODC is 2% it will be applied as, 2% (Contractors proposed %) x \$1000 (Gov't applied dollar amount) = \$20 (Amount that will be added to contractor's total to determine lowest offeror).

Pages 2 of 134 through 32 of 134, As a result of the above, DELETE the SCHEDULE RATES OCONUS AND CONUS, in their entirety and REPLACE with the new SCHEDULES provided herewith this Amendment.

Section G – Contract Administration Data

Page 41 of 134, Paragraph G.7c. TRAVEL AND PER DIEM - correct paragraph “a. Travel and per Diem shall be reimbursed...” to read “(1) Travel and Per Diem shall be reimbursed...”

Section H- Special Contract Requirement

Page 44 or 134, Paragraph H.2 PERSONNEL QUALIFICATIONS – renumber “paragraphs (5), (6) and (7)” to read “paragraphs a., b., and c.”

Page 44 of 134, Paragraph H.3 CONTRACTOR PERSONNEL – renumber “paragraphs b. through h.” to read “paragraphs a. through g.”

Page 45 of 134, Paragraph H.6 CEILING CUMULATIVE – renumber it to read “H.4 CEILING CUMULATIVE” and Correct the second sentence to read, “...it reserves the right to utilize any unexhausted ceiling amount...” in lieu of “...it reserves the right to utilized in exhausted ceiling amount...”

Page 45 of 134, ADD new Paragraph “H.5 DEPARTMENT OF LABOR WAGE DETERMINATION – Wage Determinations will be issued with each task order when required.”

Section I- Contract Clauses

ADD the following Federal Acquisition Regulation (FAR) Clauses, in Full Text, in their entirety.

52.219-17

52.219-18

52.222-24

52.223-5

52.227-1

52.229-5

52.232-8

52.243-1 Alt II (Delete 52.243-1 Alt III)

52.245-2

52.246-25

ADD the following Defense Federal Acquisition Regulation (DFAR) Clauses, in Full Text, in their entirety.

252.203.7001

252.203-7002

252.205-7000

252.209-7000

252.223-7004

252.223-7006

252.225-7012

252.225-7031

252.226-7001

252.242.7000

252-243-7001

252.243-7002

252.247-7022

252.247-7023

DELETE the following Federal Acquisition Regulation (FAR) Clauses in their entirety.

52.216-24

52.216-25

52.219-2

52.243-1 Alt III

Section L- Instructions, Conditions and Notices to Bidders

DELETE FAR 52.215-1 Alt I and replace with FAR 52.215-1
ADD FAR 52.215-20 Alt IV

Page 122 of 134, Paragraph 3.0 RESTRICTIONS, REPLACE Paragraph c. to read as follow:

“c. THE TECHNICAL PROPOSAL SHALL NOT EXCEED 100 DOUBLE SIDED PAGES TOTAL, (WHICH IS EQUIVALENT TO 200 SINGLE SIDED PAGES OF TEXT). ANY PAGES WHICH EXCEED THE PAGE LIMITATION WILL NOT BE CONSIDERED WITHIN THE EVALUATION.

Page 128 of 134, 53.233-2 SERVICE OF PROTEST (Aug 1996) – Complete the fill in with:
Chief, Contracting Division
803 Front Street
Norfolk, VA 23510-1096

Section M- Evaluation Factors for Award

Page 133 of 134, Paragraph 4 BASIS OF AWARD – DELETE Paragraph a. in its entirety.

SECTION I - CONTRACT CLAUSES

52.219-17 SECTION 8(a) AWARD (DEC 1996)

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to the _____ (insert name of contracting activity) _____ the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the [insert name of contracting agency] Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the “Disputes” clause of the subcontract.

The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the [insert name of contracting agency].

52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (JUN 2003)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

- (1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and
- (2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified **acquisition** procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The **Error! Reference source not found.** will notify the **Error! Reference source not found.** Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

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

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

(End of provision)

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)

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

Priority chemical means a chemical identified by the Interagency Environmental Leadership Workgroup or, alternatively, by an agency pursuant to section 503 of Executive Order 13148 of April 21, 2000, Greening the Government through Leadership in Environmental Management.

“Toxic chemical means a chemical or chemical category listed in 40 CFR 372.65.”

(b) Executive Order 13148 requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

(1) The emergency planning reporting requirements of section 302 of EPCRA.

(2) The emergency notice requirements of section 304 of EPCRA.

(3) The list of Material Safety Data Sheets, required by section 311 of EPCRA.

(4) The emergency and hazardous chemical inventory forms of section 312 of EPCRA.

(5) The toxic chemical release inventory of section 313 of EPCRA, which includes the reduction and recycling information required by section 6607 of PPA.

(6) The toxic chemical, priority chemical, and hazardous substance release and use reduction goals of sections 502 and 503 of Executive Order 13148.

(End of clause)

52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold (however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.)

(End of clause)

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

(End of clause)

52.243-1 CHANGES--FIXED-PRICE (AUG 1987) - ALTERNATE II (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Description of services to be performed.

(2) Time of performance (i.e., hours of the day, days of the week, etc.).

(3) Place of performance of the services.

(4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government, in accordance with the drawings, designs, or specifications.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of clause)

52.245-2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (JUN 2003) - ALTERNATE I (APR 1984)

(a) Government-furnished property.

(1) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications together with any related data and information that the Contractor may request and is reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(2) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use (except for property furnished "as is") will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(3) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(4) If Government-furnished property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property.

(1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract, or (ii) substitute other Government-furnished property for the property to be provided by the Government, or to be acquired by the Contractor for the Government, under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make the property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or

(ii) Withdrawal of authority to use this property, if provided under any other contract or lease.

(c) Title in Government property.

(1) The Government shall retain title to all Government-furnished property.

(2) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. However, special tooling accountable to this contract is subject to the provisions of the Special Tooling clause and is not subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(3) Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(4) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract--

(i) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(ii) Title to all other material shall pass to and vest in the Government upon--

- (A) Issuance of the material for use in contract performance;
- (B) Commencement of processing of the material or its use in contract performance; or
- (C) Reimbursement of the cost of the material by the Government, whichever occurs first.
- (d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.
- (e) Property administration.
- (1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.
- (2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR.
- (3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.
- (4) The Contractor represents that the contract price does not include any amount for repairs or replacement for which the Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.
- (f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.
- (g) Limited risk of loss.
- (1) The term "Contractor's managerial personnel," as used in this paragraph (g), means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of--
- (i) All or substantially all of the Contractor's business;
- (ii) All or substantially all of the Contractor's operation at any one plant or separate location at which the contract is being performed; or
- (iii) A separate and complete major industrial operation connected with performing this contract.
- (2) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract (or, if an educational or nonprofit organization, for expenses incidental to such loss, destruction, or damage), except as provided in subparagraphs (3) and (4) below.
- (3) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)--

(i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained, or to the extent of insurance actually purchased and maintained, whichever is greater;

(ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(iii) For which the Contractor is otherwise responsible under the express terms of this contract;

(iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or

(v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

(4)(i) If the Contractor fails to act as provided in subdivision (g)(3)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage--

(A) Did not result from the Contractor's failure to maintain an approved program or system; or

(B) Occurred while an approved program or system was maintained by the Contractor.

(5) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

(6) Upon loss or destruction of, or damage to, Government property provided under this contract, the Contractor shall so notify the Contracting Officer and shall communicate with the loss and salvage organization, if any, designated by the Contracting Officer. With the assistance of any such organization, the Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--

(i) The lost, destroyed, or damaged Government property;

(ii) The time and origin of the loss, destruction, or damage;

(iii) All known interests in commingled property of which the Government property is a part; and

(iv) The insurance, if any, covering any part of or interest in such commingled property.

(7) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(7) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making such equitable adjustment.

(8) The Contractor represents that it is not including in the price and agrees it will not hereafter include in any price to the Government any charge or reserve for insurance (including any self-insurance fund or reserve) covering loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(9) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property, or shall otherwise credit the proceeds to equitably reimburse the Government, as directed by the Contracting Officer.

(10) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

(1) Any delay in delivery of Government-furnished property;

(2) Delivery of Government-furnished property in a condition not suitable for its intended use;

(3) A decrease in or substitution of Government-furnished property; or

(4) Failure to repair or replace Government property for which the Government is responsible.

(i) Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property (including any resulting scrap) not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as the Contracting Officer directs.

(j) Abandonment and restoration of Contractor's premises. Unless otherwise provided herein, the Government--

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or upon contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside of the United States of America and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997)

(a) Except as provided in paragraphs (b) and (c) below, and except to the extent that the Contractor is expressly responsible under this contract for deficiencies in the services required to be performed under it (including any materials furnished in conjunction with those services), the Contractor shall not be liable for loss of or damage to property of the Government that (1) occurs after Government acceptance of services performed under this contract, and (2) results from any defects or deficiencies in the services performed or materials furnished.

(b) The limitation of liability under paragraph (a) above shall not apply when a defect or deficiency in, or the Government's acceptance of, services performed or materials furnished results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term "Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of--

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the contract is being performed; or

(3) A separate and complete major industrial operation connected with the performance of this contract.

(c) If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government through the Contractor's performance of services or furnishing of materials under this contract, the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Government acceptance of, and resulting from any defects and deficiencies in, services performed or materials furnished under this contract.

(End of clause)

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (MAR 1999)

(a) Definitions. As used in this clause—

(1) "Arising out of a contract with the DoD" means any act in connection with—

(i) Attempting to obtain;

(ii) Obtaining, or

(iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DoD).

(2) "Conviction of fraud or any other felony" means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of *nolo contendere*, for which sentence has been imposed.

(3) "Date of conviction" means the date judgment was entered against the individual.

(b) Any individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DoD is prohibited from serving--

(1) In a management or supervisory capacity on any DoD contract or first-tier subcontract;

(2) On the board of directors of any DoD contractor or first-tier subcontractor;

(3) As a consultant, agent, or representative for any DoD contractor or first-tier subcontractor; or

(4) In any other capacity with the authority to influence, advise, or control the decisions of any DoD contractor or subcontractor with regard to any DoD contract or first-tier subcontract.

(c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than 5 years from the date of conviction.

(d) 10 U.S.C. 2408 provides that a defense contractor or first-tier subcontractor shall be subject to a criminal penalty of not more than \$500,000 if convicted of knowingly—

(1) Employing a person under a prohibition specified in paragraph (b) of this clause; or

(2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor.

(e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as—

(1) Suspension or debarment;

(2) Cancellation of the contract at no cost to the Government; or

(3) Termination of the contract for default.

(f) The Contractor may submit written requests for waiver of the prohibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify—

(1) The person involved;

(2) The nature of the conviction and resultant sentence or punishment imposed;

(3) The reasons for the requested waiver; and

(4) An explanation of why a waiver is in the interest of national security.

(g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.

(h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone (202) 616-3507.

(End of clause)

252.203-7002 DISPLAY OF DOD HOTLINE POSTER (DEC 1991)

(a) The Contractor shall display prominently in common work areas within business segments performing work under Department of Defense (DoD) contracts, DoD Hotline Posters prepared by the DoD Office of the Inspector General.

(b) DoD Hotline Posters may be obtained from the DoD Inspector General, ATTN: Defense Hotline, 400 Army Navy Drive, Washington, DC 22202-2884.

(c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(End of clause)

252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)

(a) Definition.

"Cooperative agreement holder" means a State or local government; a private, nonprofit organization; a tribal organization (as defined in section 4(c) of the Indian Self-Determination and Education Assistance Act (Pub. L. 93-268; 25 U.S.C. 450 (c))); or an economic enterprise (as defined in section 3(e) of the Indian Financing Act of 1974 (Pub. L. 93-362; 25 U.S.C. 1452(e))) whether such economic enterprise is organized for profit or nonprofit purposes; which has an agreement with the Defense Logistics Agency to furnish procurement technical assistance to business entities.

(b) The Contractor shall provide cooperative agreement holders, upon their request, with a list of those appropriate employees or offices responsible for entering into subcontracts under defense contracts. The list shall include the business address, telephone number, and area of responsibility of each employee or office.

(c) The Contractor need not provide the listing to a particular cooperative agreement holder more frequently than once a year.

(End of clause)

252.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ONSITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995)

(a) The Contractor shall not deny consideration for a subcontract award under this contract to a potential subcontractor subject to on-site inspection under the INF Treaty, or a similar treaty, solely or in part because of the

actual or potential presence of Soviet inspectors at the subcontractor's facility, unless the decision is approved by the Contracting Officer.

(b) The Contractor shall incorporate this clause, including this paragraph (b), in all solicitations and contracts exceeding the simplified acquisition threshold in part 13 of the Federal Acquisition Regulation, except those for commercial items.

(End of clause)

252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)

(a) "Definitions".

As used in this clause --

(1) "Storage" means a non-transitory, semi-permanent or permanent holding, placement, or leaving of material. It does not include a temporary accumulation of a limited quantity of a material used in or a waste generated or resulting from authorized activities, such as servicing, maintenance, or repair of Department of Defense (DoD) items, equipment, or facilities.

(2) "Toxic or hazardous materials" means:

(i) Materials referred to in section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980 (42 U.S.C. 9601(14)) and materials designated under section 102 of CERCLA (42 U.S.C. 9602) (40 CFR part 302);

(ii) Materials that are of an explosive, flammable, or pyrotechnic nature; or

(iii) Materials otherwise identified by the Secretary of Defense as specified in DoD regulations.

(b) In accordance with 10 U.S.C. 2692, the Contractor is prohibited from storing or disposing of non-DoD-owned toxic or hazardous materials on a DoD installation, except to the extent authorized by a statutory exception to 10 U.S.C. 2692 or as authorized by the Secretary of Defense or his designee.

(End of clause)

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (FEB 2003)

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

(1) Component means any item supplied to the Government as part of an end product or of another component.

(2) End product means supplies delivered under a line item of this contract.

(b) The Contractor shall deliver under this contract only such of the following items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States, its possessions, or Puerto Rico:

(1) Food.

(2) Clothing.

- (3) Tents, tarpaulins, or covers.
 - (4) Cotton and other natural fiber products.
 - (5) Woven silk or woven silk blends.
 - (6) Spun silk yarn for cartridge cloth.
 - (7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics.
 - (8) Canvas products.
 - (9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).
 - (10) Any item of individual equipment (Federal Supply Class 8465) manufactured from or containing fibers, yarns, fabrics, or materials listed in this paragraph (b).
- (c) This clause does not apply--
- (1) To items listed in section 25.104(a) of the Federal Acquisition Regulation (FAR), or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;
 - (2) To end products incidentally incorporating cotton, other natural fibers, or wool, for which the estimated value of the cotton, other natural fibers, or wool--
 - (i) Is not more than 10 percent of the total price of the end product; and
 - (ii) Does not exceed the simplified acquisition threshold in FAR part 2;
 - (3) To foods that have been manufactured or processed in the United States, its possessions, or Puerto Rico, regardless of where the foods (and any component if applicable) were grown or produced, except that this clause does apply to fish, shellfish, or seafood manufactured or processed in the United States and fish, shellfish, or seafood contained in foods manufactured or processed in the United States;
 - (4) To chemical warfare protective clothing produced in the countries listed in subsection 225.872-1 of the Defense FAR Supplement; or
 - (5) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does apply to the synthetic or coated synthetic fabric itself), if--
 - (i) The fabric is to be used as a component of an end product that is not a textile product. Examples of textile products, made in whole or in part of fabric, include--
 - (A) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);
 - (B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/findings/tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;
 - (C) Upholstered seats (whether for household, office, or other use); and
 - (D) Parachutes (Federal Supply Class 1670); or
 - (ii) The fibers and yarns are para-aramid fibers and yarns manufactured in the Netherlands.

(End of clause)

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (APR 2003)

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

(1) Foreign person means any person (including any individual, partnership, corporation, or other form of association) other than a United States person.

(2) United States person is defined in 50 U.S.C. App. 2415(2) and means--

(i) Any United States resident or national (other than an individual resident outside the United States who is employed by other than a United States person);

(ii) Any domestic concern (including any permanent domestic establishment of any foreign concern); and

(iii) Any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern.

(b) Certification. If the offeror is a foreign person, the offeror certifies, by submission of an offer, that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. 2407(a) prohibits a United States person from taking.

(End of provision)

252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES, AND HAWAIIAN SMALL BUSINESS CONCERNS (OCT 2003)

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

Indian means any person who is a member of any Indian tribe, band, group, pueblo, or community that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c) and any "Native" as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601).

Indian organization means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C. chapter 17.

Indian-owned economic enterprise means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitutes not less than 51 percent of the enterprise.

Indian tribe means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1452(c).

Interested party means a contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

Native Hawaiian small business concern means an entity that is--

(1) A small business concern as defined in section 3 of the Small Business Act (15 U.S.C. 632) and relevant implementing regulations; and

(2) Owned and controlled by a Native Hawaiian as defined in 25 U.S.C. 4221(9).

(b) The Contractor shall use its best efforts to give Indian organizations, Indian-owned economic enterprises, and Native Hawaiian small business concerns the maximum practicable opportunity to participate in the subcontracts it awards, to the fullest extent consistent with efficient performance of the contract.

(c) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization, Indian-owned economic enterprise, or Native Hawaiian small business concern as to its eligibility, unless an interested party challenges its status or the Contracting Officer has independent reason to question that status.

(d) In the event of a challenge to the representation of a subcontractor, the Contracting Officer will refer the matter to--

(1) For matters relating to Indian organizations or Indian-owned economic enterprises: U.S. Department of the Interior, Bureau of Indian Affairs, Attn: Chief, Division of Contracting and Grants Administration, 1849 C Street NW, MS-2626-MIB, Washington, DC 20240-4000. The BIA will determine the eligibility and will notify the Contracting Officer.

(2) For matters relating to Native Hawaiian small business concerns: Department of Hawaiian Home Lands, PO Box 1879, Honolulu, HI 96805. The Department of Hawaiian Home Lands will determine the eligibility and will notify the Contracting Officer.

(e) No incentive payment will be made--

(1) While a challenge is pending; or

(2) If a subcontractor is determined to be an ineligible participant.

(f)(1) The Contractor, on its own behalf or on behalf of a subcontractor at any tier, may request an incentive payment in accordance with this clause.

(2) The incentive amount that may be requested is 5 percent of the estimated cost, target cost, or fixed price included in the subcontract at the time of award to the Indian organization, Indian-owned economic enterprise, or Native Hawaiian small business concern.

(3) In the case of a subcontract for commercial items, the Contractor may receive an incentive payment only if the subcontracted items are produced or manufactured in whole or in part by an Indian organization, Indian-owned economic enterprise, or Native Hawaiian small business concern.

(4) The Contractor has the burden of proving the amount claimed and shall assert its request for an incentive payment prior to completion of contract performance.

(5) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the estimated cost, target cost, or fixed price included in the

subcontract awarded to the Indian organization, Indian-owned economic enterprise, or Native Hawaiian small business concern.

(6) If the Contractor requests and receives an incentive payment on behalf of a subcontractor, the Contractor is obligated to pay the subcontractor the incentive amount.

(g) The Contractor shall insert the substance of this clause, including this paragraph (g), in all subcontracts exceeding \$500,000 for which further subcontracting opportunities may exist.

(End of clause)

252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

(End of clause)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including--

(1) Cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Information other than cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to----

- (1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or
- (2) Final adjustment under an incentive provision of the contract.

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

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

(b) Representation. The Offeror represents that it:

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

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

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

(End of provision)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)

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

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine

tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names

and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM	CONTRACT	QUANTITY
DESCRIPTION	LINE ITEMS	
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL	_____	_____

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

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

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing or written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each

item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is

included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced

between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

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

(iv) A summary of the rationale for award.

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

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)—ALTERNATE IV (OCT 1997)

(d) Submission of cost or pricing data is not required.

(e) Provide information described below: (Insert description of the information and the format that are required, including access to records necessary to permit an adequate evaluation of the proposed price in accordance with 15.403-3.)

(End of provision)

SCHEDULE RATES

OUTSIDE THE CONTINENT OF THE UNITED STATES (OCONUS)

OCONUS RATES WILL BE NEGOTIATED WITH EACH INDIVIDUAL TASK ORDER IF APPLICABLE.

The amount and location of OCONUS work is not known.

SCHEDULE RATES

INSIDE THE CONTINENT OF THE UNITED STATES (CONUS)

Note: All the general terms specified below applies to each contract period.

Type of Contract: This is an Indefinite Delivery/Indefinite Quantity Contract.

Computation of Labor rates: Labor rates are fully loaded, i.e., inclusive of profit, overhead and general/administrative costs.

Period of Performance: This contract is for a base one-year (365 days) period with four one-year option periods, (for a maximum of 5 years total if all options are exercised).

Contract ceiling: Total obligations under this contract shall not exceed \$15,000,000.00.

Minimum Guarantees: The Government guarantees that a minimum of \$60,000.00 in orders will be issued under this contract during the base year and \$30,000.00 in orders will be issued during each option period (if exercised).

NOTE:

Off Site Rate: Work to be performed at the contractor's site, or other contractor determined non-government location.

On-Site Rate: Work to be performed at the Government's Installation/Facility.

Quantities: Unknown. Bid unit prices for all labor categories.

BASE YEAR RATES

OFF-SITE RATES, BASE YEAR		
CLIN ITEM NO.	DISCIPLINES	UNIT PRICE
0001	Program Manager	\$
0002	Senior Project Manager	\$
0003	Project Manager	\$
0004	Civil Engineer	
0004AA	Senior Level	\$
0004AB	Mid Level	\$
0004AC	Junior Level	\$
0005	Environmental Engineer	
0005AA	Senior Level	\$
0005AB	Mid Level	\$
0005AC	Junior Level	\$
0006	Chemical Engineer	
0006AA	Senior Level	\$
0006AB	Mid Level	\$
0006AC	Junior Level	\$

0007	Mechanical Engineer	
0007AA	Senior Level	\$
0007AB	Mid Level	\$
0007AC	Junior Level	\$
0008	Electrical Engineer	
0008AA	Senior Level	\$
0008AB	Mid Level	\$
0008AC	Junior Level	\$
0009	Structural Engineer	
0009AA	Senior Level	\$
0009AB	Mid Level	\$
0009AC	Junior Level	\$
0010	Geotechnical Engineer	
0010AA	Senior Level	\$
0010AB	Mid Level	\$
0010AC	Junior Level	\$
0011	Architectural Engineer	
0011AA	Senior Level	\$
0011AB	Mid Level	\$
0011AC	Junior Level	\$
0012	Geologists	
0012AA	Senior Level	\$
0012AB	Mid Level	\$
0012AC	Junior Level	\$
0013	Hydrogeologists	
0013AA	Senior Level	\$
0013AB	Mid Level	\$
0013AC	Junior Level	\$
0014	Chemists	
0014AA	Senior Level	\$
0014AB	Mid Level	\$
0014AC	Junior Level	\$
0015	Archaeologists	
0015AA	Senior Level	\$
0015AB	Mid Level	\$
0015AC	Junior Level	\$

0016	Ecologists	
0016AA	Senior Level	\$
0016AB	Mid Level	\$
0016AC	Junior Level	\$
0017	Biologists	
0017AA	Senior Level	\$
0017AB	Mid Level	\$
0017AC	Junior Level	\$
0018	Toxicologists	
0018AA	Senior Level	\$
0018AB	Mid Level	\$
0018AC	Junior Level	\$
0019	Foresters	
0019AA	Senior Level	\$
0019AB	Mid Level	\$
0019AC	Junior Level	\$
0020	Planners	
0020AA	Senior Level	\$
0020AB	Mid Level	\$
0020AC	Junior Level	\$
0021	Computer Programmers (Scientists)	\$
0021AA	Senior Level	\$
0021AB	Mid Level	\$
0021AC	Junior Level	\$
0022	Senior Specialist	\$
0023	Specialist	\$
0024	Historian/Archeologists	\$
0025	Senior Technician	\$
0026	Technician	\$
0027	Word Processing Tech./	\$
	Illustrator	

ON-SITE RATES, BASE YEAR		
0028	Program Manager	\$
0029	Senior Project Manager	\$
0030	Project Manager	\$
0031	Civil Engineer	
0031AA	Senior Level	\$
0031AB	Mid Level	\$
0031AC	Junior Level	\$
0032	Environmental Engineer	
0032AA	Senior Level	\$
0032AB	Mid Level	\$
0032AC	Junior Level	\$
0033	Chemical Engineer	
0033AA	Senior Level	\$
0033AB	Mid Level	\$
0033AC	Junior Level	\$
0034	Mechanical Engineer	
0034AA	Senior Level	\$
0034AB	Mid Level	\$
0034AC	Junior Level	\$
0035	Electrical Engineer	
0035AA	Senior Level	\$
0035AB	Mid Level	\$
0035AC	Junior Level	\$
0036	Structural Engineer	
0036AA	Senior Level	\$
0036AB	Mid Level	\$
0036AC	Junior Level	\$
0037	Geotechnical Engineer	
0037AA	Senior Level	\$
0037AB	Mid Level	\$
0037AC	Junior Level	\$

0038	Architectural Engineer	
0038AA	Senior Level	\$
0038AB	Mid Level	\$
0038AC	Junior Level	\$
0039	Geologists (Scientist)	
0039AA	Senior Level	\$
0039AB	Mid Level	\$
0039AC	Junior Level	\$
0040	Hydrogeologists (Scientist)	
0040AA	Senior Level	\$
0040AB	Mid Level	\$
0040AC	Junior Level	\$
0041	Chemists (Scientist)	
0041AA	Senior Level	\$
0041AB	Mid Level	\$
0041AC	Junior Level	\$
0042	Archaeologists (Scientist)	
0042AA	Senior Level	\$
0042AB	Mid Level	\$
0042AC	Junior Level	\$
0043	Ecologists (Scientist)	
0043AA	Senior Level	\$
0043AB	Mid Level	\$
0043AC	Junior Level	\$
0044	Biologists (Scientist)	
0044AA	Senior Level	\$
0044AB	Mid Level	\$
0044AC	Junior Level	\$
0045	Toxicologists (Scientist)	
0045AA	Senior Level	\$
0045AB	Mid Level	\$
0045AC	Junior Level	\$
0046	Foresters (Scientist)	
0046AA	Senior Level	\$
0046AB	Mid Level	\$
0046AC	Junior Level	\$

0047	Planners (Scientist)	
0047AA	Senior Level	\$
0047AB	Mid Level	\$
0047AC	Junior Level	\$
0048	Computer Programmers (Scientists)	
0048AA	Senior Level	\$
0048AB	Mid Level	\$
0048AC	Junior Level	\$
0049	Senior Specialist	\$
0050	Specialist	\$
0051	Historian/Archeologists	\$
0052	Senior Technician	\$
0053	Technician	\$
0054	Word Processing Tech./	\$
	Illustrator	
	Total Labor Cost, Base Year, include Off-site and On-site Rates	\$
0055	Other Direct Costs (ODC)	
0055AA	Handling Fee	\$
	$\underline{\hspace{2cm}} \% \times \1000.00	
	Total reimbursement, including handling fee, shall not exceed the negotiated amount stated in the task order.	
0056	Travel and Per Diem	
0056AA	Handling Fee	\$
	$\underline{\hspace{2cm}} \% \times \1000.00	
	Total reimbursement, including handling fee, shall be in accordance with the Joint Travel Regulations.	
	TOTAL COST BASE YEAR, INCLUDING LABOR, ODC AND TRAVEL AND PER DIEM	\$

OFF-SITE RATES, OPTION YEAR 1		
CLIN ITEM NO.	DISCIPLINES	UNIT PRICE
1001	Program Manager	\$
1002	Senior Project Manager	\$
1003	Project Manager	\$
1004	Civil Engineer	
1004AA	Senior Level	\$
1004AB	Mid Level	\$
1004AC	Junior Level	\$
1005	Environmental Engineer	
1005AA	Senior Level	\$
1005AB	Mid Level	\$
1005AC	Junior Level	\$
1006	Chemical Engineer	
1006AA	Senior Level	\$
1006AB	Mid Level	\$
1006AC	Junior Level	\$
1007	Mechanical Engineer	
1007AA	Senior Level	\$
1007AB	Mid Level	\$
1007AC	Junior Level	\$
1008	Electrical Engineer	
1008AA	Senior Level	\$
1008AB	Mid Level	\$
1008AC	Junior Level	\$
1009	Structural Engineer	
1009AA	Senior Level	\$
1009AB	Mid Level	\$
1009AC	Junior Level	\$
1010	Geotechnical Engineer	
1010AA	Senior Level	\$
1010AB	Mid Level	\$
1010AC	Junior Level	\$

1011	Architectural Engineer	
1011AA	Senior Level	\$
1011AB	Mid Level	\$
1011AC	Junior Level	\$
1012	Geologists	
1012AA	Senior Level	\$
1012AB	Mid Level	\$
1012AC	Junior Level	\$
1013	Hydrogeologists	
1013AA	Senior Level	\$
1013AB	Mid Level	\$
1013AC	Junior Level	\$
1014	Chemists	
1014AA	Senior Level	\$
1014AB	Mid Level	\$
1014AC	Junior Level	\$
1015	Archaeologists	
1015AA	Senior Level	\$
1015AB	Mid Level	\$
1015AC	Junior Level	\$
1016	Ecologists	
1016AA	Senior Level	\$
1016AB	Mid Level	\$
1016AC	Junior Level	\$
1017	Biologists	
1017AA	Senior Level	\$
1017AB	Mid Level	\$
1017AC	Junior Level	\$
1018	Toxicologists	
1018AA	Senior Level	\$
1018AB	Mid Level	\$
1018AC	Junior Level	\$
1019	Foresters	
1019AA	Senior Level	\$
1019AB	Mid Level	\$
1019AC	Junior Level	\$

1020	Planners	
1020AA	Senior Level	\$
1020AB	Mid Level	\$
1020AC	Junior Level	\$
1021	Computer Programmers (Scientists)	
1021AA	Senior Level	\$
1021AB	Mid Level	\$
1021AC	Junior Level	\$
1022	Senior Specialist	\$
1023	Specialist	\$
1024	Historian/Archeologists	\$
1025	Senior Technician	\$
1026	Technician	\$
1027	Word Processing Tech./	\$
	Illustrator	
ON-SITE RATES, OPTION YEAR 1		
1028	Program Manager	\$
1029	Senior Project Manager	\$
1030	Project Manager	\$
1031	Civil Engineer	
1031AA	Senior Level	\$
1031AB	Mid Level	\$
1031AC	Junior Level	\$
1032	Environmental Engineer	
1032AA	Senior Level	\$
1032AB	Mid Level	\$
1032AC	Junior Level	\$
1033	Chemical Engineer	
1033AA	Senior Level	\$
1033AB	Mid Level	\$
1033AC	Junior Level	\$

1034	Mechanical Engineer	
1034AA	Senior Level	\$
1034AB	Mid Level	\$
1034AC	Junior Level	\$
1035	Electrical Engineer	
1035AA	Senior Level	\$
1035AB	Mid Level	\$
1035AC	Junior Level	\$
1036	Structural Engineer	
1036AA	Senior Level	\$
1036AB	Mid Level	\$
1036AC	Junior Level	\$
1037	Geotechnical Engineer	
1037AA	Senior Level	\$
1037AB	Mid Level	\$
1037AC	Junior Level	\$
1038	Architectural Engineer	
1038AA	Senior Level	\$
1038AB	Mid Level	\$
1038AC	Junior Level	\$
1039	Geologists (Scientist)	
1039AA	Senior Level	\$
1039AB	Mid Level	\$
1039AC	Junior Level	\$
1040	Hydrogeologists (Scientist)	
1040AA	Senior Level	\$
1040AB	Mid Level	\$
1040AC	Junior Level	\$
1041	Chemists (Scientist)	
1041AA	Senior Level	\$
1041AB	Mid Level	\$
1041AC	Junior Level	\$
1042	Archaeologists (Scientist)	
1042AA	Senior Level	\$
1042AB	Mid Level	\$
1042AC	Junior Level	\$

1043	Ecologists (Scientist)	
1043AA	Senior Level	\$
1043AB	Mid Level	\$
1043AC	Junior Level	\$
1044	Biologists (Scientist)	
1044AA	Senior Level	\$
1044AB	Mid Level	\$
1044AC	Junior Level	\$
1045	Toxicologists (Scientist)	
1045AA	Senior Level	\$
1045AB	Mid Level	\$
1045AC	Junior Level	\$
1046	Foresters (Scientist)	
1046AA	Senior Level	\$
1046AB	Mid Level	\$
1046AC	Junior Level	\$
1047	Planners (Scientist)	
1047AA	Senior Level	\$
1047AB	Mid Level	\$
1047AC	Junior Level	\$
1048	Computer Programmers (Scientists)	
1048AA	Senior Level	\$
1048AB	Mid Level	\$
1048AC	Junior Level	\$
1049	Senior Specialist	\$
1050	Specialist	\$
1051	Historian/Archeologists	\$
1052	Senior Technician	\$
1053	Technician	\$
1054	Word Processing Tech./	\$
	Illustrator	
	Total Labor Cost for Option Year 1, Include Off-site and On-site Rates	\$

1055	Other Direct Costs (ODC)	
1055AA	Handling Fee % x \$1000.00	\$
	Total reimbursement, including handling fee, shall not exceed the negotiated amount stated in the task order.	
1056	Travel and Per Diem	
1056AA	Handling Fee % x \$1000.00	\$
	Total reimbursement, including handling fee, shall be in accordance with the Joint Travel Regulations.	
	TOTAL COST OPTION YEAR 1, INCLUDING LABOR, ODC AND TRAVEL AND PER DIEM	\$

OFF-SITE RATES, OPTION YEAR 2		
CLIN ITEM NO.	DISCIPLINES	AMOUNT
2001	Program Manager	\$
2002	Senior Project Manager	\$
2003	Project Manager	\$
2004	Civil Engineer	
2004AA	Senior Level	\$
2004AB	Mid Level	\$
2004AC	Junior Level	\$
2005	Environmental Engineer	
2005AA	Senior Level	\$
2005AB	Mid Level	\$
2005AC	Junior Level	\$
2006	Chemical Engineer	
2006AA	Senior Level	\$
2006AB	Mid Level	\$
2006AC	Junior Level	\$
2007	Mechanical Engineer	
2007AA	Senior Level	\$
2007AB	Mid Level	\$
2007AC	Junior Level	\$
2008	Electrical Engineer	
2008AA	Senior Level	\$
2008AB	Mid Level	\$
2008AC	Junior Level	\$
2009	Structural Engineer	
2009AA	Senior Level	\$
2009AB	Mid Level	\$
2009AC	Junior Level	\$
2010	Geotechnical Engineer	
2010AA	Senior Level	\$
2010AB	Mid Level	\$
2010AC	Junior Level	\$

2011	Architectural Engineer	
2011AA	Senior Level	\$
2011AB	Mid Level	\$
2011AC	Junior Level	\$
2012	Geologists	
2012AA	Senior Level	\$
2012AB	Mid Level	\$
2012AC	Junior Level	\$
2013	Hydrogeologists	
2013AA	Senior Level	\$
2013AB	Mid Level	\$
2013AC	Junior Level	\$
2014	Chemists	
2014AA	Senior Level	\$
2014AB	Mid Level	\$
2014AC	Junior Level	\$
2015	Archaeologists	
2015AA	Senior Level	\$
2015AB	Mid Level	\$
2015AC	Junior Level	\$
2016	Ecologists	
2016AA	Senior Level	\$
2016AB	Mid Level	\$
2016AC	Junior Level	\$
2017	Biologists	
2017AA	Senior Level	\$
2017AB	Mid Level	\$
2017AC	Junior Level	\$
2018	Toxicologists	
2018AA	Senior Level	\$
2018AB	Mid Level	\$
2018AC	Junior Level	\$
2019	Foresters	
2019AA	Senior Level	\$
2019AB	Mid Level	\$
2019AC	Junior Level	\$

2020	Planners	
2020AA	Senior Level	\$
2020AB	Mid Level	\$
2020AC	Junior Level	\$
2021	Computer Programmers (Scientists)	
2021AA	Senior Level	\$
2021AB	Mid Level	\$
2021AC	Junior Level	\$
2022	Senior Specialist	\$
2023	Specialist	\$
2024	Historian/Archeologists	\$
2025	Senior Technician	\$
2026	Technician	\$
2027	Word Processing Tech./	\$
	Illustrator	
ON-SITE RATES, OPTION YEAR 2		
2028	Program Manager	\$
2029	Senior Project Manager	\$
2030	Project Manager	\$
2031	Civil Engineer	
2031AA	Senior Level	\$
2031AB	Mid Level	\$
2031AC	Junior Level	\$
2032	Environmental Engineer	
2032AA	Senior Level	\$
2032AB	Mid Level	\$
2032AC	Junior Level	\$
2033	Chemical Engineer	
2033AA	Senior Level	\$
2033AB	Mid Level	\$
2033AC	Junior Level	\$

2034	Mechanical Engineer	
2034AA	Senior Level	\$
2034AB	Mid Level	\$
2034AC	Junior Level	\$
2035	Electrical Engineer	
2035AA	Senior Level	\$
2035AB	Mid Level	\$
2035AC	Junior Level	\$
2036	Structural Engineer	
2036AA	Senior Level	\$
2036AB	Mid Level	\$
2036AC	Junior Level	\$
2037	Geotechnical Engineer	
2037AA	Senior Level	\$
2037AB	Mid Level	\$
2037AC	Junior Level	\$
2038	Architectural Engineer	
2038AA	Senior Level	\$
2038AB	Mid Level	\$
2038AC	Junior Level	\$
2039	Geologists (Scientist)	
2039AA	Senior Level	\$
2039AB	Mid Level	\$
2039AC	Junior Level	\$
2040	Hydrogeologists (Scientist)	
2040AA	Senior Level	\$
2040AB	Mid Level	\$
2040AC	Junior Level	\$
2041	Chemists (Scientist)	
2041AA	Senior Level	\$
2041AB	Mid Level	\$
2041AC	Junior Level	\$
2042	Archaeologists (Scientist)	
2042AA	Senior Level	\$
2042AB	Mid Level	\$
2042AC	Junior Level	\$

2043	Ecologists (Scientist)	
2043AA	Senior Level	\$
2043AB	Mid Level	\$
2043AC	Junior Level	\$
2044	Biologists (Scientist)	
2044AA	Senior Level	\$
2044AB	Mid Level	\$
2044AC	Junior Level	\$
2045	Toxicologists (Scientist)	
2045AA	Senior Level	\$
2045AB	Mid Level	\$
2045AC	Junior Level	\$
2046	Foresters (Scientist)	
2046AA	Senior Level	\$
2046AB	Mid Level	\$
2046AC	Junior Level	\$
2047	Planners (Scientist)	
2047AA	Senior Level	\$
2047AB	Mid Level	\$
2047AC	Junior Level	\$
2048	Computer Programmers (Scientists)	
2048AA	Senior Level	\$
2048AB	Mid Level	\$
2048AC	Junior Level	\$
2049	Senior Specialist	\$
2050	Specialist	\$
2051	Historian/Archeologists	\$
2052	Senior Technician	\$
2053	Technician	\$
2054	Word Processing Tech./	\$
	Illustrator	
	Total Labor Cost, Option Year 2, include Off-site and On-site Rates	\$

2055	Other Direct Costs (ODC)	
2055AA	Handling Fee % x \$1000.00	\$
	Total reimbursement, including handling fee, shall not exceed the negotiated amount stated in the task order.	
2056	Travel and Per Diem	
2056AA	Handling Fee % x \$1000.00	\$
	Total reimbursement, including handling fee, shall be in accordance with the Joint Travel Regulations.	
	TOTAL COST OPTION YEAR 2, INCLUDING LABOR, ODC AND TRAVEL AND PER DIEM	\$

OFF-SITE RATES, OPTION YEAR 3		
CLIN ITEM NO.	DISCIPLINES	AMOUNT
3001	Program Manager	\$
3002	Senior Project Manager	\$
3003	Project Manager	\$
3004	Civil Engineer	
3004AA	Senior Level	\$
3004AB	Mid Level	\$
3004AC	Junior Level	\$
3005	Environmental Engineer	
3005AA	Senior Level	\$
3005AB	Mid Level	\$
3005AC	Junior Level	\$
3006	Chemical Engineer	
3006AA	Senior Level	\$
3006AB	Mid Level	\$
3006AC	Junior Level	\$
3007	Mechanical Engineer	
3007AA	Senior Level	\$
3007AB	Mid Level	\$
3007AC	Junior Level	\$
3008	Electrical Engineer	
3008AA	Senior Level	\$
3008AB	Mid Level	\$
3008AC	Junior Level	\$
3009	Structural Engineer	
3009AA	Senior Level	\$
3009AB	Mid Level	\$
3009AC	Junior Level	\$
3010	Geotechnical Engineer	
3010AA	Senior Level	\$
3010AB	Mid Level	\$
3010AC	Junior Level	\$

3011	Architectural Engineer	
3011AA	Senior Level	\$
3011AB	Mid Level	\$
3011AC	Junior Level	\$
3012	Geologists	
3012AA	Senior Level	\$
3012AB	Mid Level	\$
3012AC	Junior Level	\$
3013	Hydrogeologists	
3013AA	Senior Level	\$
3013AB	Mid Level	\$
3013AC	Junior Level	\$
3014	Chemists	
3014AA	Senior Level	\$
3014AB	Mid Level	\$
3014AC	Junior Level	\$
3015	Archaeologists	
3015AA	Senior Level	\$
3015AB	Mid Level	\$
3015AC	Junior Level	\$
3016	Ecologists	
3016AA	Senior Level	\$
3016AB	Mid Level	\$
3016AC	Junior Level	\$
3017	Biologists	
3017AA	Senior Level	\$
3017AB	Mid Level	\$
3017AC	Junior Level	\$
3018	Toxicologists	
3018AA	Senior Level	\$
3018AB	Mid Level	\$
3018AC	Junior Level	\$
3019	Foresters	
3019AA	Senior Level	\$
3019AB	Mid Level	\$
3019AC	Junior Level	\$

3020	Planners	
3020AA	Senior Level	\$
3020AB	Mid Level	\$
3020AC	Junior Level	\$
3021	Computer Programmers (Scientists)	
3021AA	Senior Level	\$
3021AB	Mid Level	\$
3021AC	Junior Level	\$
3022	Senior Specialist	\$
3023	Specialist	\$
3024	Historian/Archeologists	\$
3025	Senior Technician	\$
3026	Technician	\$
3027	Word Processing Tech./ Illustrator	\$
ON-SITE RATES, OPTION YEAR 3		
3028	Program Manager	\$
3029	Senior Project Manager	\$
3030	Project Manager	\$
30031	Civil Engineer	
3031AA	Senior Level	\$
3031AB	Mid Level	\$
3031AC	Junior Level	\$
3032	Environmental Engineer	
3032AA	Senior Level	\$
3032AB	Mid Level	\$
3032AC	Junior Level	\$
3033	Chemical Engineer	
3033AA	Senior Level	\$
3033AB	Mid Level	\$
3033AC	Junior Level	\$

3034	Mechanical Engineer	
3034AA	Senior Level	\$
3034AB	Mid Level	\$
3034AC	Junior Level	\$
3035	Electrical Engineer	
3035AA	Senior Level	\$
3035AB	Mid Level	\$
3035AC	Junior Level	\$
3036	Structural Engineer	
3036AA	Senior Level	\$
3036AB	Mid Level	\$
3036AC	Junior Level	\$
3037	Geotechnical Engineer	
3037AA	Senior Level	\$
3037AB	Mid Level	\$
3037AC	Junior Level	\$
3038	Architectural Engineer	
3038AA	Senior Level	\$
3038AB	Mid Level	\$
3038AC	Junior Level	\$
3039	Geologists (Scientist)	
3039AA	Senior Level	\$
3039AB	Mid Level	\$
3039AC	Junior Level	\$
3040	Hydrogeologists (Scientist)	
3040AA	Senior Level	\$
3040AB	Mid Level	\$
3040AC	Junior Level	\$
3041	Chemists (Scientist)	
3041AA	Senior Level	\$
3041AB	Mid Level	\$
3041AC	Junior Level	\$
3042	Archaeologists (Scientist)	
3042AA	Senior Level	\$
3042AB	Mid Level	\$
3042AC	Junior Level	\$

3043	Ecologists (Scientist)	
3043AA	Senior Level	\$
3043AB	Mid Level	\$
3043AC	Junior Level	\$
3044	Biologists (Scientist)	
3044AA	Senior Level	\$
3044AB	Mid Level	\$
3044AC	Junior Level	\$
3045	Toxicologists (Scientist)	
3045AA	Senior Level	\$
3045AB	Mid Level	\$
3045AC	Junior Level	\$
3046	Foresters (Scientist)	
3046AA	Senior Level	\$
3046AB	Mid Level	\$
3046AC	Junior Level	\$
3047	Planners (Scientist)	
3047AA	Senior Level	\$
3047AB	Mid Level	\$
3047AC	Junior Level	\$
3048	Computer Programmers (Scientists)	
3048AA	Senior Level	\$
3048AB	Mid Level	\$
3048AC	Junior Level	\$
3049	Senior Specialist	\$
3050	Specialist	\$
3051	Historian/Archeologists	\$
3052	Senior Technician	\$
3053	Technician	\$
3054	Word Processing Tech./	\$
	Illustrator	
	Total Labor Cost, Option Year 3,	\$
	include Off-site and On-Site	

3055	Other Direct Costs (ODC)	
3055AA	Handling Fee % x \$1000.00	\$
	Total reimbursement, including handling fee, shall not exceed the negotiated amount stated in the task order.	
3056	Travel and Per Diem	
3056AA	Handling Fee % x \$1000.00	\$
	Total reimbursement, including handling fee, shall be in accordance with the Joint Travel Regulations.	
	TOTAL COST OPTION YEAR 3, INCLUDING LABOR, ODC AND TRAVEL AND PER DIEM	\$

OFF-SITE RATES, OPTION YEAR 4		
CLIN ITEM NO.	DISCIPLINES	AMOUNT
4001	Program Manager	\$
4002	Senior Project Manager	\$
4003	Project Manager	\$
4004	Civil Engineer	
4004AA	Senior Level	\$
4004AB	Mid Level	\$
4004AC	Junior Level	\$
4005	Environmental Engineer	
4005AA	Senior Level	\$
4005AB	Mid Level	\$
4005AC	Junior Level	\$
4006	Chemical Engineer	
4006AA	Senior Level	\$
4006AB	Mid Level	\$
4006AC	Junior Level	\$
4007	Mechanical Engineer	
4007AA	Senior Level	\$
4007AB	Mid Level	\$
4007AC	Junior Level	\$
4008	Electrical Engineer	
4008AA	Senior Level	\$
4008AB	Mid Level	\$
4008AC	Junior Level	\$
4009	Structural Engineer	
4009AA	Senior Level	\$
4009AB	Mid Level	\$
4009AC	Junior Level	\$
4010	Geotechnical Engineer	
4010AA	Senior Level	\$
4010AB	Mid Level	\$
4010AC	Junior Level	\$

4011	Architectural Engineer	
4011AA	Senior Level	\$
4011AB	Mid Level	\$
4011AC	Junior Level	\$
4012	Geologists	
4012AA	Senior Level	\$
4012AB	Mid Level	\$
4012AC	Junior Level	\$
4013	Hydrogeologists	
4013AA	Senior Level	\$
4013AB	Mid Level	\$
4013AC	Junior Level	\$
4014	Chemists	
4014AA	Senior Level	\$
4014AB	Mid Level	\$
4014AC	Junior Level	\$
4015	Archaeologists	
4015AA	Senior Level	\$
4015AB	Mid Level	\$
4015AC	Junior Level	\$
4016	Ecologists	
4016AA	Senior Level	\$
4016AB	Mid Level	\$
4016AC	Junior Level	\$
4017	Biologists	
4017AA	Senior Level	\$
4017AB	Mid Level	\$
4017AC	Junior Level	\$
4018	Toxicologists	
4018AA	Senior Level	\$
4018AB	Mid Level	\$
4018AC	Junior Level	\$
4019	Foresters	
4019AA	Senior Level	\$
4019AB	Mid Level	\$
4019AC	Junior Level	\$

4020	Planners	
4020AA	Senior Level	\$
4020AB	Mid Level	\$
4020AC	Junior Level	\$
4021	Computer Programmers (Scientists)	
4021AA	Senior Level	\$
4021AB	Mid Level	\$
4021AC	Junior Level	\$
4022	Senior Specialist	\$
4023	Specialist	\$
4024	Historian/Archeologists	\$
4025	Senior Technician	\$
4026	Technician	\$
4027	Word Processing Tech./ Illustrator	\$
ON-SITE RATES, OPTION YEAR 4		
4028	Program Manager	\$
4029	Senior Project Manager	\$
4030	Project Manager	\$
4031	Civil Engineer	
4031AA	Senior Level	\$
4031AB	Mid Level	\$
4031AC	Junior Level	\$
4032	Environmental Engineer	
4032AA	Senior Level	\$
4032AB	Mid Level	\$
4032AC	Junior Level	\$
4033	Chemical Engineer	
4033AA	Senior Level	\$
4033AB	Mid Level	\$
4033AC	Junior Level	\$

4034	Mechanical Engineer	
4034AA	Senior Level	\$
4034AB	Mid Level	\$
4034AC	Junior Level	\$
4035	Electrical Engineer	
4035AA	Senior Level	\$
4035AB	Mid Level	\$
4035AC	Junior Level	\$
4036	Structural Engineer	
4036AA	Senior Level	\$
4036AB	Mid Level	\$
4036AC	Junior Level	\$
4037	Geotechnical Engineer	
4037AA	Senior Level	\$
4037AB	Mid Level	\$
4037AC	Junior Level	\$
4038	Architectural Engineer	
4038AA	Senior Level	\$
4038AB	Mid Level	\$
4038AC	Junior Level	\$
4039	Geologists (Scientist)	
4039AA	Senior Level	\$
4039AB	Mid Level	\$
4039AC	Junior Level	\$
4040	Hydrogeologists (Scientist)	
4040AA	Senior Level	\$
4040AB	Mid Level	\$
4040AC	Junior Level	\$
4041	Chemists (Scientist)	
4041AA	Senior Level	\$
4041AB	Mid Level	\$
4041AC	Junior Level	\$
4042	Archaeologists (Scientist)	
4042AA	Senior Level	\$
4042AB	Mid Level	\$
4042AC	Junior Level	\$

4043	Ecologists (Scientist)	
4043AA	Senior Level	\$
4043AB	Mid Level	\$
4043AC	Junior Level	\$
4044	Biologists (Scientist)	
4044AA	Senior Level	\$
4044AB	Mid Level	\$
4044AC	Junior Level	\$
4045	Toxicologists (Scientist)	
4045AA	Senior Level	\$
4045AB	Mid Level	\$
4045AC	Junior Level	\$
4046	Foresters (Scientist)	
4046AA	Senior Level	\$
4046AB	Mid Level	\$
4046AC	Junior Level	\$
4047	Planners (Scientist)	
4047AA	Senior Level	\$
4047AB	Mid Level	\$
4047AC	Junior Level	\$
4048	Computer Programmers (Scientists)	
4048AA	Senior Level	\$
4048AB	Mid Level	\$
4048AC	Junior Level	\$
4049	Senior Specialist	\$
4050	Specialist	\$
4051	Historian/Archeologists	\$
4052	Senior Technician	\$
4053	Technician	\$
4054	Word Processing Tech./	\$
	Illustrator	
	Total Labor Cost, Option Year 4, including Off-site and On-site	\$

4055	Other Direct Costs (ODC)	
4055AA	Handling Fee % x \$1000.00	\$
	Total reimbursement, including handling fee, shall not exceed the negotiated amount stated in the task order.	
4056	Travel and Per Diem	
4056AA	Handling Fee % x \$100.00	\$
	Total reimbursement, including handling fee, shall be in accordance with the Joint Travel Regulations.	
	TOTAL COST, OPTION YEAR 4, INCLUDING LABOR, ODC AND TRAVEL AND PER DIEM	\$

TOTAL COST (BASE + 4 OPTION YEARS)

\$ _____