



Request for Proposal
W912HP-04-R-0002
29 May 2004

US Army Corps
of Engineers
Charleston District

**LAKE MARION REGIONAL WATER SYSTEM PROJECT
SURFACE WATER TREATMENT PLANT
TOWN OF SANTEE, ORANGEBURG COUNTY,
SOUTH CAROLINA**

U. S. Army Engineer District, Charleston
Corps of Engineers
69A Hagood Avenue
Charleston, South Carolina 29403-5107

**Construction Solicitation
and Specifications**

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ATTACHMENTS

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. W912HP-04-R-0002	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 28-May-2004	PAGE OF PAGES 1 OF 63
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. W81D4A-4020-1314	6. PROJECT NO.
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7. ISSUED BY CONTRACTING DIVISION 69-A HAGOOD AVE CHARLESTON SC 29403-5107 TEL:843-329-8084 FAX: 843-329-2320	CODE W912HP	8. ADDRESS OFFER TO (If Other Than Item 7) CODE See Item 7 TEL: FAX:
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9. FOR INFORMATION CALL:	A. NAME OCTAVIA CAPERS	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 843-329-8089
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SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS(Title, identifying no., date):

CONSTRUCTION MAGNITUDE IS \$10,000,000 - \$25,000,000

FULL AND OPEN COMPETITIVE ACQUISITION

PRE-PROPOSAL CONFERENCE AND SITE VISIT ARE SCHEDULED FOR 10 JUN 04 AND WILL BE HELD AT US ARMY CORPS OF ENGINEERS, CHARLESTON DISTRICT 69-A HAGOOD AVENUE CHARLESTON SC 29403. OFFERORS SHALL PROVIDE NAMES OF ATTENDEES TO HENRY WIGFALL AT henry.wigfall@usace.army.mil BY 7 JUN 04.

ALL QUESTIONS MUST BE SUBMITTED IN WRITING TO octavia.capers@usace.army.mil NO LATER THAN 18 JUN 04. ALL QUESTIONS WILL BE ANSWERED IN WRITING AND POSTED ON EBS AT <http://155.82.51.100/eb/AdvertisedSolicitations.asp>. NO LATER THAN 25 JUN 04.

ITEM 13 A BELOW: SEE SECTION FOR INSTRUCTIONS FOR NUMBER OF PROPOSAL COPIES TO SUBMIT.

11. The Contractor shall begin performance within <u>30</u> calendar days and complete it within <u>530</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See SCHEDULE _____.)
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12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS 10
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 0 copies to perform the work required are due at the place specified in Item 8 by 02:00 PM (hour) local time 09 Jul 2004 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee is, is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

SECTION 00010

Description of Work

The surface water treatment plant will be a full and complete facility consisting of a new water intake structure, intake piping, raw water pump station, treatment plant facility, 2 two million gallon clear wells, sludge thickener building and sludge processing equipment, sludge thickener, finished water pump station, related driveways and paved areas, interconnecting piping and water transmission piping to the site boundary. The new treatment facility is to be located off South Carolina highway 6 near the town of Santee South Carolina. Major facility components are as follows:

- 1) Raw Water Intake and Pump Station: The raw water intake structure will be located in Lake Marion within the old Santee River channel approximately 1500 feet from the lake shore and approximately 18 feet below the normal water level of the lake. The intake structure will consist of two stainless steel wedge wire screens capable of passing 25 MGD at an intake velocity of less than 0.5 feet per second. The intake structure will be connected to the raw water pump station by approximately 2600 feet of 42-inch diameter pipe. The raw water pump station will consist of an approximately 45-foot deep wetwell; three 125 HP, 4200-gallon per minute (GPM) vertical turbine pumps; a 1.0 mm, 18,000 GPM self-cleaning strainer; and other miscellaneous equipment. The bottom of the wetwell will be approximately 25 feet below the normal water level of the lake, which will allow the water to flow from the intake structure to the pump station by gravity. The three pumps will provide a total pumping capacity of 12,600 GPM (equivalent to a daily flow rate of 18 MGD); however, only two pumps will be operated at a time with one pump off-line as a spare. Space will be provided for one additional pump to allow for future expansion of the pump station.
- 2) Water Treatment Plant: The water treatment plant will be located on a 26-acre site adjacent to the Bluffs subdivision near the Town of Santee. The plant will have a rated capacity of 8 MGD with capability for expansion up to 12 MGD. The plant will rely on ultrafiltration membranes as the main purification technology with additional treatment provided by flocculation and granular activated carbon. The plant will also contain a sludge collection system for collection and dewatering of miscellaneous waste streams from within the plant. Miscellaneous chemicals (e.g., fluoride, ammonia, aluminum sulfate, corrosion inhibitor, sodium hypochlorite, lime, sulfuric acid, sodium bisulfite, citric acid, and sodium hydroxide) will also be added at various points throughout the treatment process. These chemicals will be used to either aid one of the treatment units (e.g., citric acid will be used for cleaning the ultrafiltration membranes) or the chemicals will be used as part of the treatment process (e.g., sodium hypochlorite will be added for disinfection purposes).

- 3) Finished Water Storage and Pump Station: The treated water (i.e., finished water) will be temporarily stored on-site at the treatment plant in two, 2-million gallon clearwells. The finished water pump station will consist of three 450 HP, 4200 GPM vertical turbine pumps and other miscellaneous equipment. The three pumps will provide a total pumping capacity of 12,600 GPM (equivalent to a daily flow rate of 18 MGD); however, only two pumps will be operated at a time with one pump off-line as a spare. Space will be provided for one additional pump to allow for future expansion of the pump station.

Section 00010 - Solicitation Contract Form

UNIT PRICE SCHEDULE

This contract will be awarded as a lump sum with unit prices required for specifically selected work.

Contractor shall furnish all labor, equipment, tools, and material necessary to provide a complete project as shown on the drawings and described in the specifications.

Select Treatment equipment for this project has been reviewed and approved. The Contractor shall include the equipment furnished by Zenon Corporation, Ontario, Canada in the lump sum price. Installation of the equipment shall be included in the lump sum price by the Contractor. The equipment furnished by Zenon is noted in the equipment summary of the specifications.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	RAW WATER INTAKE FFP Screens, structure, subsurface design, pipe, fittings, to connection with 42" HDPE. PURCHASE REQUEST NUMBER: W81D4A-4020-1314	1	Lump Sum		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	RAW WATER INTAKE LINE FFP Includes HDPE in casing, installation of casing (bore and jack) valve, and other appurtenances.	1	Lump Sum		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	RATER WATER WET WELL FFP Installation of sheet pile structure including excavation, concrete slabs, dewatering, and structure.	1	Lump Sum		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	RAW WATER PUMP STATION FFP Includes concrete building, electrical, mechanical, pumps, pipes, equipment, priming system, and fine screen to outlet of screen (not including instrumentation).	1	Lump Sum		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	RAW WATER FORCE MAIN FFP Includes pipe, fittings, valves, and appurtenances including raw water meter vault and equipment, control valve to connection with static mixer in building.	1	Lump Sum		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	TREATMENT BUILDING FFP Includes administration area (first and second floor), treatment building over treatment equipment and chemical feed storage, including slabs, electrical, HVAC, finishes, building facade (does not include concrete associated with treatment system). Includes concrete associated with bulk storage, sign and screen walls, plumbing and drains.	1	Lump Sum		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	SITE WORK FFP Includes clearing and grubbing, grading, drainage, asphalt, curb and gutter, landscaping, seeding and mulching, sidewalks, drainage system from clearwells, storm drainage, pond and inlet/outlet structures, storm drain line to lake, and outlet to lake.	1	Lump Sum		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	FENCE AND EXTERIOR SECURITY FFP Includes fences, gates, gate operators, electrical associated with gates, security associated with gates, intercom system/card reader.	1	Lump Sum		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	SITE PIPING FFP Includes plant water system including RPZ and RPZ vault, gravity drainage to sludge handling system. Does not include raw water main, filtered water piping, finished water piping, or fittings and valves associated with these systems.	1	Lump Sum		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	ZENON EQUIPMENT AND LABOR FFP THIS CLIN INCLUDES ALL ZENON PARTS AND EQUIPMENT NOT LISTED IN ASSOCIATED SUBCLINS. Includes permeate pumps, CIP system, backpulse system, air compressor system, blower system vacuum pumps, valves, meters, and controls associated with GAC tanks, electrical equipment, control panel, piping and supports located on membrane tanks, and tank covers.				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010AA	ZENON EQUIPMENT FFP OPTIONAL ITEM. ZENON FURNISHED MEMBRANE CASSETTES (Equipment and Labor). The offeror shall provide a price for this item. The price for this item shall remain valid 12 months for Government acceptance after the date offers are due. The equipment shall include 16 submersible membrane cassettes including frame, membranes, etc as specified in the contract documents. The cassettes will be complete and ready for installation in a concrete chamber including hardware for connection to a permeate/backpulse line and for connection to an air scour line.	1	Lump Sum		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010AB	ZENON EQUIPMENT FFP OPTIONAL ITEM. ZENON FURNISHED PUMPS AND BLOWERS (Equipment and Labor). The offeror shall provide a price for this item. The price for this item shall remain valid 12 months for Government acceptance after the date offers are due. This equipment shall include all permeate pumps P-35 1-4, Backpulse pumps P-88 1-2, CIP pump P-81 1, Flush pump P-97 1, and Centrifugal Blowers B-85 1-3 as specified in the contract documents. The equipment shall include pumps (or blowers), motor, frame, coupling, and appurtenances as specified. The equipment shall be suitable for installation on a concrete base with approximately sized flanges on the inlet and outlet of the pump (or blower).	1	Lump Sum		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010AC	ZENON EQUIPMENT FFP OPTIONAL ITEM. ZENON FURNISHED INSTRUMENTATION (Equipment and Labor). The offeror shall provide a price for this item. The price for this item shall remain valid 12 months for Government acceptance after the date offers are due. This equipment shall include flow meters, pressure transmitters, level transmitters, and analytical instrumentation as specified in the contract documents and as listed in the equipment list included in the contract documents for supply by Zenon.	1	Lump Sum		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	TREATMENT SYSTEM CONCRETE FFP Includes distribution channel, flocculation tank, membrane tank, GAC tank including concrete forming and reinforcement, and waterstops.	1	Lump Sum		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	MISC. METAL ASSOC. W/ TREATMENT SYSTEM FFP Includes handrails, stairways, walk bridge, access hatch, etc. associated with the treatment systems located in the treatment building.	1	Lump Sum		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	CHEMICAL FEED SYSTEMS FFP Includes bulk tanks, day tanks, transfer pumps, feed pumps, piping, fill lines, injectors and appurtenances (polymer batching system included in sludge building bid item), and ammonia feed vault.	1	Lump Sum		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	INSTRUMENTATION FFP Includes analytical equipment, level and flow meters, analytical panels (all inclusive), sample pumps and pipe taps including instrumentation at raw water pump station and finished water pump station, RTUs, and effluent flow meter.	1	Lump Sum		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015	TREATMENT PIPING FFP Includes all pipe valves, fittings, etc. associated with treatment systems not included in the Zenon scope of work.	1	Lump Sum		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016	FILTERED WATER PIPING FFP Includes piping, valves, and fittings from GAC outlet pipe (stainless steel) to the finished water pump station, and pump can isolation valves.	1	Lump Sum		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017	CLEARWELLS FFP Two, 2MG prestressed concrete clearwells including tanks, appurtenances, baffles, piping, excavation, and stone base.	1	Lump Sum		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0018	FINISHED WATER PUMP STATION FFP Includes concrete building, HVAC, electrical, plumbing, pumps, valves, piping, pump cans, and underslab piping.	1	Lump Sum		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019	SLUDGE THICK & THICK SLUDGE PUMP STATION FFP Includes concrete, building, HVAC, electrical, plumbing equipment, pump station piping, and miscellaneous metals.	1	Lump Sum		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020	EFFLUENT FLOW METER FFP Includes concrete, vault, miscellaneous metal, electrical.	1	Lump Sum		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021	SLUDGE DEWATERING BUILDING FFP Includes concrete building, electrical, HVAC, plumbing, piping, control valve, static mixer, belt press, sludge polymer batching system, shaftless screw conveyer and appurtenances.	1	Lump Sum		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0022	SLUDGE STORAGE PAD FFP Includes concrete walls and slab, drainage system.	1	Lump Sum		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0023	FINISHED WATER MAIN FFP Includes pipe, valves, fittings, finished water meter vault and appurtenances including connection to 36" finished water main (by others).	1	Lump Sum		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0024		1	Lump Sum		
	MOBILIZATION AND DEMOBILIZATION				
	FFP				
	Mobilization and Demobilization will be paid in accordance with DFARS clause 252.236-7004.				

NET AMT

FOB: Destination

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government
0010AA	Destination	Government	Destination	Government
0010AB	Destination	Government	Destination	Government
0011	Destination	Government	Destination	Government
0012	Destination	Government	Destination	Government
0013	Destination	Government	Destination	Government
0014	Destination	Government	Destination	Government
0015	Destination	Government	Destination	Government
0016	Destination	Government	Destination	Government
0017	Destination	Government	Destination	Government
0018	Destination	Government	Destination	Government
0019	Destination	Government	Destination	Government
0020	Destination	Government	Destination	Government
0021	Destination	Government	Destination	Government

0022	Destination	Government	Destination	Government
0023	Destination	Government	Destination	Government
0024	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	530 dys. ADC	1	LOWCOUNTRY RESIDENT OFFICE KEVIN D WIDNER 431 MEETING STREET CHARLESTON SC 29402-0919 843-329-2339 FOB: Destination	W912HP
0002	530 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912HP
0003	530 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912HP
0004	530 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912HP
0005	530 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912HP
0006	530 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912HP
0007	530 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912HP
0008	530 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912HP
0009	530 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912HP
0010	N/A	N/A	N/A	N/A
0010AA	530 dys. ADC	1	LOWCOUNTRY RESIDENT OFFICE KEVIN D WIDNER 431 MEETING STREET CHARLESTON SC 29402-0919 843-329-2339 FOB: Destination	W912HP

0010AB	530 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912HP
0011	530 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912HP
0012	530 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912HP
0013	530 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912HP
0014	530 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912HP
0015	530 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912HP
0016	530 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912HP
0017	530 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912HP
0018	530 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912HP
0019	530 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912HP
0020	530 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912HP
0021	530 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912HP
0022	530 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912HP
0023	530 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912HP
0024	530 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912HP

CLAUSES INCORPORATED BY REFERENCE

52.215-1 Alt I Instructions to Offerors--Competitive Acquisition (Jan 2004) OCT 1997
- Alternate I

Section 00100 - Bidding Schedule/Instructions to Bidders

INSTRUCTIONS

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

A. PROPOSAL SUBMISSION INFORMATION

A.1 PROPOSAL OVERVIEW. This Request for Proposal (RFP) solicits the construction of the Lake Marion Regional Water Agency Surface Water Treatment Plant near Santee, SC. The contract will be Firm-Fixed Price (FFP). For the evaluation of proposals, the government has developed a Source Selection Plan. The purpose of the Source Selection Plan is to establish a uniform evaluation procedure for the technical evaluation of proposals by the Source Selection Evaluation Board (SSEB) and the development of the Best Value Decision by the Source Selection Authority (SSA) using the Trade-Off Process (See Federal Acquisition Regulation 15.101-1). In as much as the proposal shall describe the capability of the Offeror to perform any resulting contract, the proposal should be specific and complete in every detail. The proposal should be prepared simply and economically, providing a straightforward and concise description of capabilities to satisfactorily perform the contract. The proposal should be practical, legible, clear, and coherent.

A.1.1 Proposal Submissions and the Trade-Off Process. This process permits tradeoffs among cost or price and non-cost factors and allows the Government to accept other than the lowest priced offer or highest technically rated offeror. Offerors submit their performance and capability information for review and consideration by the Government. Relative weights among technical factors are provided in solicitation section, Evaluation Factors For Award. The SSEB reviews, evaluates, and rates the proposals against the source selection criteria in the RFP. Concurrently, the Government analyzes price proposals of Offerors. Price will not be scored, but will be a factor in establishing the competitive range prior to discussions (if held) and in making the final best value determination for award. The SSA compares proposals to one another and determines the best value for the government. All tradeoff evaluation factors, when combined, are approximately equal in importance to cost or price. The perceived benefits of the higher priced proposal shall merit the additional cost, and the rationale for tradeoffs must be documented.

A.2 PROPOSAL SUBMISSION INSTRUCTIONS

A.2.1 Who May Submit. Any legally organized Offeror may submit a proposal.

A.2.2 Where to Submit. Offerors shall submit their proposals to the Charleston District at the address shown in Block 7 of the Standard Form 1442.

A.2.3 Submission Deadline. Proposals shall be received by the Charleston District no later than the time and date specified in Block 13 of Standard Form 1442.

A.2.4 General Requirements.

A.2.4.1 In order to effectively and equitably evaluate all proposals, the Contracting Officer must receive information containing sufficient detail to allow review and evaluation by the Government. Proposal clarity, organization, and cross-referencing are mandatory. Failure to submit and organize proposals as requested may adversely affect an Offeror's evaluation. Offerors should provide sufficient detail and clearly define all items required in this section.

A.2.4.2 Tabs. Proposal shall be organized and tabbed as shown in paragraph A.2.5 Submission Format.

A.2.4.3 Size of Printed Matter Submissions.

A.2.4.3.1 Written materials shall be prepared on 8-1/2" x 11" paper.

A.2.4.3.2 The proposals shall contain a detailed table of contents. If more than one binder is used, the complete table of contents shall be included in each. Any materials submitted but not required by the solicitation, (such as company brochures), shall be relegated to appendices.

A.2.4.4 Number of Copies. Offerors shall submit two (2) hard copies of Volume I and seven (7) hard copies of Volume II of their Proposal. Both volumes shall also be submitted on a CD-ROM.

A.2.5 Submission Format.

A.2.5.1 The Proposal will be tabbed and submitted in three ring binders in the following format:

VOLUME I

TAB A – SF 1442 and amendments if any, completed and signed by an authorized person from the company or team

TAB B – Section 00010 – Supplies or Services and Price/Costs Schedule

TAB C – Section 00600 – Representations and Certifications

TAB D – PROPOSAL DATA SHEET – See the format provided in this Section. Ensure to include Offeror's telephone number, FAX number, e-mail address and DUNS number. DUNS number will be used to access CCASS data.

TAB E – Financial Information (e.g. Latest Financial Statement, Annual Reports, Dun and Bradstreet ratings and/or number, etc.)

VOLUME II – Technical Proposal

THE TECHNICAL PROPOSAL SHALL NOT INCLUDE ANY COST INFORMATION.

TAB F –FACTOR 1: CORPORATE RELEVANT SPECIALIZED EXPERIENCE

TAB G –FACTOR 2: PAST PERFORMANCE

TAB H –FACTOR 3: MANAGEMENT EFFECTIVENESS

A.2.6 Exceptions. Exceptions to the contractual terms and conditions of the solicitation (e.g., standard company terms and conditions) may result in a determination to reject a proposal.

A.2.7 Restrictions. Failure to submit all the data in the format indicated in this section may be cause for determining a proposal incomplete and, therefore, not considered for evaluation, and for subsequent award.

VOLUME I – TAB D (Reference Above Paragraph A.2.5.1)

PROPOSAL DATA SHEET

Lake Marion Regional Water Agency Surface Water Treatment Plant
PROJECT LOCATION: Santee SC

1. Name of Firm:

Address:

Phone:

Fax:

E-mail:

Duns # (used for accessing CCASS)

If a joint venture or contractor-subcontractor association of firms, list the individual firms and briefly describe the nature of the association.

Firm 1:

Firm 2

Firm 3:

Nature of Association:

2. AUTHORIZED NEGOTIATORS.

The Offeror represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this Request for Proposals (RFP).

[List names, titles, and telephone number of the authorized negotiator.]

Name of Person Authorized to Negotiate:

Negotiator's Address:

Negotiator's Telephone:

Negotiator's Fax:

Negotiator's E-mail:

B. EVALUATION STANDARDS

TECHNICAL PROPOSAL SUBMISSION REQUIREMENTS.

Note: Plans and procedures submitted for evaluation of this Request for Proposal should not be considered to be fully acceptable for submittal purposes after award to the successful offeror.

B.1 FACTOR 1 CORPORATE RELEVANT SPECIALIZED EXPERIENCE (VOLUME II, TAB F)

Offeror shall be evaluated on three relevant projects in the past 8 years that are either in progress or completed. Relevant projects are those similar in terms of cost, complexity, design or features of this requirement that meet the following elements in order of importance:

- (a) Construction of an enhanced surface water supplied potable water treatment system plant of at least 6 mgd (minimum capacity). Experience with submerged ultrafiltration membrane systems is more important than enhanced systems without submerged ultrafiltration membrane systems. An enhanced surface water supplied potable water treatment plant is defined for this RFP as: “a potable water treatment plant treating a surface water source of raw water, such as a lake or river, that uses a treatment process that meets or exceeds South Carolina Department of Health and Environmental Control (SCDHEC) Treatment Plant Group IV through VI.” For additional information see <http://www.scdhec.net/eqc/water/html/dwoperator.html>.
- (b) Construction of a complex industrial plant with final contract value of at least \$10,000,000. A complex industrial plant is defined for this RFP as “an industrial plant that contains significant multiple unit processes, process piping and automated control systems.”

B.1.1 Offeror’s Submission Requirements

B.1.1.1 Project Information Sheet. Offeror shall submit, for three relevant projects in the past 8 years that are either in progress or completed, a Project Information Sheet demonstrating the above elements for this Factor 1, Corporate Specialized Relevant Experience. The Project Information Sheet, one for each of the three projects shall include the following: Project Title; Location; Contract number; Nature of involvement in this project; i.e. General Contractor, subcontractor, designer; Procuring activity; Procurement point of contact and telephone number; List date of construction completion or percent completion if construction is underway; Indicate type of project (private sector, Government, planned unit development, etc.); Total cost; South Carolina DHEC WP5 License Number; and Discuss type of system and treatment processes required by this Factor 1, Corporate Specialized Relevant Experience, and any other information that defines your special knowledge and specialized relevant experience on this project.

B.1.1.2 If the Offeror represents the combining of two or more companies for the purpose of this RFP, each company shall list project examples. The experience of individuals will not be evaluated under this factor. The experience of individuals will be evaluated under Factor 4, Management Effectiveness.

B.1.2 Evaluation.

B.1.2.1 The Government will review the example construction projects provided by the Offeror to evaluate and rate the recent relevant specialized experience of the Offeror with similar projects. The example construction projects should closely resemble the scope, size, and complexity of the project identified in this solicitation. If the Offeror cannot provide suitable relevant experience and the evaluators consider that the information provided indicates that the Offeror has no relevant experience, a determination will be made as to the risk this lack of corporate experience presents to the Government and the proposal will be evaluated accordingly.

B.1.2.2 The government will consider specialized experience that meets the requirements of element (a) to be more important than specialized experience that meets the requirements of element (b).

B.2 FACTOR 2: PAST PERFORMANCE (VOLUME II, TAB G). Offeror shall be evaluated on three relevant projects in the past 8 years that are either in progress or completed. Relevant projects are those similar in terms of cost, complexity, design or features of this requirement. The Offeror's past performance in completing projects during the last five years will be evaluated to determine technical capability to perform the proposed contract and how well it satisfied its customers. The information presented in the Offeror's submittal, together with that from other sources available to the Government will compose the input for evaluation of this factor. The following elements will be evaluated for each project:

- (a) Safety
- (b) Quality of Construction
- (c) Timeliness of Performance
- (d) Subcontractor and Supplier Management
- (e) Project Management
- (f) Documentation
- (g) Customer Satisfaction

B.2.1 Offeror's Submission Requirements.

B.2.1.1 Project Information Sheets.

B.2.1.1.1 Offeror shall submit, for three relevant projects in the past 8 years that are either in progress or completed, a Project Information Sheet demonstrating the above elements for this Factor 2, Past Performance. (These projects may be projects listed under Factor 1 but they are not required to be the same projects). The Project Information Sheet, one for each of the three projects shall include the following: Project Title; Location; Contract number; Nature of involvement in this project; i.e. General Contractor, subcontractor, designer; Procuring activity; Procurement point of contact and telephone number; List date of construction completion or percent completion if construction is underway; Address of facility/plant; Address and telephone number of owner; Indicate type of project (private sector, Government, planned unit development, etc.); Original contract cost; Total cost of all modifications; Total contract cost; List of all subcontractors who perform(ed) 5% or more of the total value of the contract, including addresses, points of contact and phone numbers; and List of suppliers/subcontractors of Primary Process Equipment including names, addresses, points of contact and phone numbers.

B.2.1.1.2 The Offeror shall submit either OSHA form 200 or 300 showing the incident rates for their firm including major subcontractors utilized for all projects within the past 8 years. Incident rates for the year is Number of Lost Time Accidents for the year x 200,000/Man-Hours Worked that year.

B.2.1.2 Past Performance Evaluation Questionnaires. Offeror's shall provide a Questionnaire, one to each Point of Contact (POC) identified on the Project Information Sheet for this Factor 2, Past Performance. A Transmittal Cover Letter and Questionnaire are included for your use. Offeror shall complete the Transmittal Cover Letter and forward the Transmittal Cover Letter and Questionnaire to the POC identified in the Project Information Sheet for this Factor 2, Past Performance. When completed, the POC shall mail, fax or e-mail the questionnaire to the Charleston District Contract Specialist identified in the Transmittal Cover Letter provided. It is the contractor's responsibility to ensure that the reference documentation is provided, as the Government may not make additional requests for past performance information from the references. The completed Questionnaire shall be provided to the Charleston District Contract Specialist directly from the reference. Questionnaires shall demonstrate the above elements for this Factor 2, Past Performance, and shall be for three relevant projects in the past 5 years that are either in progress or completed.

B.2.1.3 Other Sources. The Government may contact sources other than those provided by the Offeror for information with respect to past performance. These other sources may include but are not limited to CCASS (Construction Contractor Appraisal Support System), telephone interviews with organizations familiar with the

Offeror's performance, and Government personnel with personal knowledge of the Offeror's performance capability.

B.2.2 Evaluation. The Government will evaluate the Offeror's past performance using the sources available to it including but not limited to: the example projects identified by the Offeror, Past Performance Evaluation Questionnaires received, and CCASS. Offerors shall be provided an opportunity to address any negative past performance information about which the Offeror has not previously had an opportunity to respond. The Government treats an Offeror's lack of past performance as an unknown risk. The Government will evaluate past performance based on the elements listed below:

B.2.2.1 Safety. The Government will evaluate all information provided by the offerors to include the offeror's past safety record and a list of all incident rates, including loss of equipment in excess of \$10,000.00 and serious accidents when defined as permanent disability or loss of life.

B.2.2.2 Quality of Construction. Based on information provided in the questionnaire and other information, the Government will assess the quality of the actual construction undertaken and the standards of workmanship exhibited by the Offeror's team.

B.2.2.3 Timeliness of Performance. The Government will evaluate all information available with respect to the Offeror completing past projects within the scheduled completion times.

B.2.2.4 Subcontractor and Supplier Management. The Government will evaluate all information available with respect to the Offeror's management of subcontractors and suppliers, including mitigation of conflicts and resolution of disputes at the lowest level

B.2.2.5 Project Management. The Government will evaluate all information available with respect to the Offeror's project management plan and process used on past projects.

B.2.2.6 Documentation. The Government will evaluate all information available with respect to the Offeror's level of meeting customer satisfaction on timeliness and quality of the documentation, reports, and other written materials completed by the Offeror on past projects.

B.2.2.7 Customer Satisfaction. The Government will evaluate all information available with respect to the Offeror's past customer satisfaction, cooperation with customers, and interaction on past projects.

TRANSMITTAL COVER LETTER
TO
PAST PERFORMANCE EVALUATION QUESTIONNAIRE

Date: _____

To: _____

We have listed your firm as a reference for work we have performed for you as listed below. Our firm has submitted a proposal under a project advertised by the U.S. Army Corps of Engineers, Charleston District. The Corps of Engineers will evaluate of our firm's past performance in accordance with Federal Acquisition Regulations (FAR). Your candid response to the attached Questionnaire will assist the evaluation team in this process.

We understand that you have a busy schedule and your participation in this evaluation is greatly appreciated. Please complete the enclosed Questionnaire as thoroughly as possible. Space is provided for comments. Understand that while the responses to this Questionnaire may be released to the Offeror, FAR 15.306 (e)(4) prohibits the release of the names of the persons providing the responses. Complete confidentiality will be maintained.

Please do not return your Questionnaire to our offices. Please send your completed Questionnaire by mail, fax or email directly to the following address to arrive **NOT LATER THAN 9 JULY 04**:

U.S. Army Corps of Engineer District, Charleston
CESAC-CT (Octavia Capers)
69A Hagood Avenue
Charleston, South Carolina 29403-5107
843-329-2320
Octavia.capers@usace.army.mil

If you have questions regarding the attached Questionnaire, or require assistance, please contact Octavia Capers at 843-329-8089. Thank you for your assistance.

PAST PERFORMANCE EVALUATION QUESTIONNAIRE

LAKE MARION REGIONAL WATER AGENCY SURFACE WATER TREATMENT PLANT
NEAR SANTEE, SOUTH CAROLINA

Upon completion of this form, please send directly to the U.S. Army Corps of Engineers District, Charleston CESAC-CT (Octavia Capers) 69A Hagood Avenue Charleston, South Carolina 29403-5107 in the enclosed addressed envelope or fax to 843-329-2320
ATTN: Octavia Capers or e-mail Octavia.capers@usace.army.mil. Please do not return this form to our offices. Thank you.

1. Contractor/Name & Address (City and State):

2. Type of Contract: Fixed Price ___ Cost Reimbursement ___ Other (Specify) _____

3. Title of Project/Contract Number:

4. Description of Work: (Attach additional pages as necessary)

5. Complexity of Work: High ____ Mid ____ Routine ____

6. Location of Work:

7. Date of Award:

8. Status: In Progress _____ (provide percent complete)
 Complete _____ (provide completion date)

9. Name, address and telephone number of Contracting Officer's Representative:

10. SAFETY AND HEALTH:

Evaluate the contractor's performance in complying with contract requirements, safety and health. Was overall safety demonstrated and practiced?

Excellent ___ Good ___ Satisfactory ___ Marginal ___

Unsatisfactory or Experienced Significant Safety and Health Problems ___

Remarks: _____

11. QUALITY OF CONSTRUCTION:

Evaluate the contractor's performance in complying with contract requirements, quality achieved and overall technical expertise demonstrated.

Excellent ___ Good ___ Satisfactory ___ Marginal ___

Unsatisfactory or Experienced Significant Quality Problems ___

Remarks: _____

12. TIMELINESS OF PERFORMANCE:

To what extent did the contractor meet the contract and/or individual task order schedules if the contract was an indefinite delivery type contract?

Completed Substantially Ahead of Schedule (Excellent) _____

Completed Ahead of Schedule (Good) _____

Completed on Schedule with Minor Delays Under Extenuating Circumstances (Satisfactory) _____

Completed Behind Schedule (Marginal) _____

Experienced Significant Delays without Justification (Unsatisfactory) _____

Remarks: _____

13. SUBCONTRACTOR AND SUPPLIER MANAGEMENT

How well did the contractor manage and coordinate subcontractors and suppliers?

Excellent ___ Good ___ Satisfactory ___ Marginal ___ Unsatisfactory ___

Remarks: _____

14. PROJECT MANAGEMENT

How well did the contractor manage and coordinate the overall contract, employees, and generally all aspects of the project?

Excellent ___ Good ___ Satisfactory ___ Marginal ___ Unsatisfactory ___

Remarks: _____

15. DOCUMENTATION

To what extent were the contractor's reports and documentation accurate, complete and were they submitted in a timely manner?

Excellent ___ Good ___ Satisfactory ___ Marginal ___ Unsatisfactory ___

Remarks: _____

16. CUSTOMER SATISFACTION:

To what extent were the end users satisfied with:

	Quality	Cost	Schedule
Exceptionally Satisfied (Excellent)			
Highly Satisfied (Good)			
Satisfied (Satisfactory)			
Somewhat Dissatisfied (Marginal)			
Highly Dissatisfied (Unsatisfactory)			

Remarks: _____

17. IF GIVEN THE OPPORTUNITY, WOULD YOU WORK WITH THIS CONTRACTOR AGAIN?

Yes ___ No ___

18. OTHER REMARKS (Attach additional pages as necessary)

Remarks: _____

B.3 FACTOR 3: MANAGEMENT EFFECTIVENESS (VOLUME II, TAB H). The Government will evaluate the Offeror's management effectiveness by considering the Offeror's understanding and capability of successfully managing the project to completion. The following elements will be evaluated:

- Project Management Plan, Organizational Chart or Structure, and Key Personnel Resumes.
- Project Schedule
- Zenon Membrane System Startup Plan.
- In accordance with FAR 15.304 (c)(4), the extent of participation of small disadvantaged business (SDB) concerns in the performance of the contract. Further, in accordance with DFARS 215.304(c)(i), the extent of participation of small business and historically black college or university and minority institution in performance of the contract.

B.3.1 Offeror's Submission Requirements.

B.3.1.1 Project Management Plan, Organizational Chart or Structure and Key Personnel Resumes. Provide a Project Management Plan, an organizational chart or narrative that shows lines of authority and communication chain. "Key personnel" are defined as, but not limited to Construction Project Manager, Site Supervisor or Project Superintendent, Quality Control System Manager, and Safety Program Manager. Provide the following information on key personnel.

- Name and Title
- Specific assignment on this project
- Name of Firm if consultant or subcontractor
- Number of years with this firm/with other firms
- Education - Degree(s)/year/specialization and applicable registration or certificates.
- Specific experience and qualifications relevant to this project

B.3.1.2 Schedule Provide preliminary plans for your anticipated schedule of construction work for the project. After award, the successful Offeror will be required to expand these preliminary plans to comply with contract requirements for the project schedule. The preliminary plans must address the following as a minimum:

B.3.1.2.1 Graphically indicate each operational task including design and design reviews, site clearing and demolition, construction, startup and testing, final cleanup of premises, and appropriate interdependencies among the various activities. Critical path elements shall be identified on the graphical layout. At least 50 activities should be listed but no more than 100 will be considered.

B.3.1.2.2 Prepare in the form of a detailed time scaled (Gantt Chart) a summary diagram. The proposed project schedule shall clearly indicate the total number of calendar days assigned for each task from the notice to proceed to final completion.

B.3.1.3 Zenon System Startup Plan. A narrative description of the Zenon Membrane Startup Plan

B.3.1.4 In accordance with FAR 15.304 (c)(4), the extent of participation of small disadvantaged business (SDB) concerns in the performance of the contract. Further, in accordance with DFARS 215.304(c)(i), the extent of participation of small business and historically black college or university and minority institution in performance of the contract. Provide a Subcontracting Plan, which demonstrates at a minimum the following Charleston District's subcontracting goals:

- 57.2% of planned subcontracting dollars placed with small business concerns
- 10.0% of planned subcontracting dollars placed with small disadvantaged business concerns
- 10.0% of planned subcontracting dollars placed with women owned small business concerns
- 3.0% of planned subcontracting dollars with HUBZone small business

- 3.0% of planned subcontracting dollars placed with service-disabled veteran-owned small business concerns
- 0.0% of planned subcontracting dollars placed with veteran-owned small business concerns. While Charleston District does not have a specific target for subcontracting with Veteran-Owned small businesses, this must be addressed in any subcontracting plan.

B.3.2 Evaluation.

The Government will evaluate narratives provided for each of the below elements. Each element must comply with the submission requirements in the RFP.

B.3.2.1 Project Management Plan and Organizational Chart or Structure and Key Personnel Resumes.

B.3.2.1.1 The Project Management Plan and the Organizational Chart will be evaluated for clear chain of command, and lines of normal and efficient communication, as well as a logical management structure.

B.3.2.1.2 The Government will review the key personnel resumes provided by the Offeror to evaluate the recent experience of the key personnel in similar projects. Resumes will be evaluated for qualifications and relevant technical experience to this project. The key personnel example projects should closely resemble the project identified in this solicitation. The offeror shall clearly demonstrate that each key personnel has sufficient education and experience to perform each critical position.

B.3.2.2 Schedule will be evaluated for contractor understanding and development of a detailed and through project schedule including all pertinent tasks and features of design and construction from start to completion of this project. Particular attention will be paid to scheduling of submittals and logical flow of the tasks.

B.3.2.3 Zenon System Startup Plan. The Offeror's Zenon System Startup Plan will be reviewed and evaluated to determine the Offeror's understanding of the Zenon System startup requirements and the interface with other critical systems of the plant.

B.3.2.4 In accordance with FAR 15.304 (c)(4), the extent of participation of small disadvantaged business (SDB) concerns in the performance of the contract. Further, in accordance with DFARS 215.304(c)(i), the extent of participation of small business and historically black college or university and minority institution in performance of the contract. This requirement applies to offerors that are small business concerns (including all categories) and to offerors that are other than small business concerns. Offerors that are small disadvantaged business, small business, and historically black college or university and minority institution may count work performed with in-house resources toward compliance with this requirement; however, they must identify applicable category. For example, if the offeror is small disadvantaged business, all work to be performed with in-house resources can be used when formulating responses related to proposed small disadvantaged business participation as well as small business participation. The elements to be evaluated are:

- Extent to which Small Disadvantaged Business, Small Business, and Historically Black College or University and Minority Institution are specifically identified in the proposal.
- Extent of commitment to use such firms (for example, enforceable commitments will be weighted more heavily than non-enforceable commitments).
- The complexity and variety of work such firms will perform.
- The realism of the proposal.
- The extent of participation of such firms in terms of the total price of the proposal.

EVALUATION

EVALUATION FACTORS FOR AWARD

A. This acquisition is being procured as a best value full and open competitive acquisition. Offerors will be evaluated using the below criteria, weighted in descending order of importance. All technical tradeoff evaluation factors, when combined, are approximately equal to cost or price.

Technical Tradeoff Factors

- (1) **CORPORATE RELEVANT SPECIALIZED EXPERIENCE:** this factor is more important than Past Performance and Management Effectiveness.
 - (a) Construction of an enhanced surface water supplied potable water treatment system plant of at least 6 mgd (minimum capacity). Experience with submerged ultrafiltration membrane systems is more important than enhanced systems without submerged ultrafiltration membrane systems.
 - (b) Construction of a complex industrial plant with final contract value of at least \$10,000,000.
- (2) **PAST PERFORMANCE:** this factor is less important than Corporate Relevant Specialized Experience but more important than Management Effectiveness.
 - (a) Safety
 - (b) Quality of Construction
 - (c) Timeliness of Performance
 - (d) Subcontractor and Supplier Management
 - (e) Project Management
 - (f) Documentation
 - (g) Customer Satisfaction
- (3) **MANAGEMENT EFFECTIVENESS:** this factor is less important than Corporate Relevant Specialized Experience and Past Performance.
 - (a) Project Management Plan, Organizational Chart or Structure, and Key Personnel Resumes.
 - (b) Project Schedule
 - (c) Zenon Membrane System Startup Plan.
 - (d) In accordance with FAR 15.304 (c)(4), the extent of participation of small disadvantaged business (SDB) concerns in performance of the contract. Further, in accordance with DFARS 215.304(c)(i), the extent of participation of small business and historically black college or university and minority institution in performance of the contract.

Non-technical Factor

- (4) **PRICE**

B. RATING SYSTEM

B.1 Evaluators will apply the appropriate adjective to each criterion rated for each tradeoff factor. The evaluator's narrative explanation must clearly establish that the Offeror's submittal meets the definitions established below. As each factor is evaluated an assessment of Performance Risk will be made. Performance Risk relates to the assessment of an Offeror's present and past work and accomplishments to determine the Offeror's ability to successfully perform as required.

(RATINGS FOR TECHNICAL TRADEOFF FACTORS): Excellent, Good, Satisfactory, Marginal, Unsatisfactory, and *Unknown Risk) *Applicable only to Past Performance

(FOR COST OR PRICE: Price analysis will be performed to determine completeness, price reasonableness, balanced prices and the offeror's understanding of the work)

(1) EXCELLENT - Information submitted demonstrates Offeror's potential to significantly exceed performance or capability standards. The Offeror has clearly demonstrated an understanding of all aspects of the requirements to the extent that timely and highest quality performance is anticipated. The Offeror possesses exceptional strengths that will significantly benefit the Government. The Offeror's qualifications meet the fullest expectations of the Government. The Offeror has convincingly demonstrated that the RFP requirements have been analyzed, evaluated, and synthesized into approaches, plans, and techniques that, when implemented, should result in highly effective and efficient performance under the contract which represents very low risk to the Government. An assigned rating of "excellent" indicates that, in terms of the specific factor, the submittal contains no significant weaknesses, deficiencies or disadvantages. Offeror very significantly exceeds most or all solicitation requirements. **Very high probability of success. Very low risk to the Government.**

(2) GOOD - Information submitted demonstrates Offeror's potential to exceed performance or capability standards. Offeror possesses one or more strengths that will benefit the Government. The areas in which the Offeror exceeds the requirements are anticipated to result in a high level of efficiency, productivity, or quality. The Offeror's qualifications are responsive with minor weaknesses, but no major weaknesses noted. An assigned rating of "Good" indicates that, in terms of the specific factor, any weaknesses noted are minor and should not seriously affect the offeror's performance. The submittal demonstrates that the requirements of the RFP are well understood and the approach will likely result in a high quality of performance which represents low risk to the Government. A rating of "Good" is used when there are no indications of exceptional features or innovations that could prove to be beneficial, or conversely, weaknesses that could diminish the quality of the effort or increase the risks of failure. Disadvantages are minimal. The submittal contains excellent features that will likely produce results very beneficial to the Government. Offeror fully meets all RFP requirements and significantly exceeds many of the RFP requirements. Response exceeds a "Satisfactory" rating. **High probability of success. Low risk to the Government.**

(3) SATISFACTORY - Information submitted demonstrates Offeror's potential to meet performance or capability standards. Offeror presents an acceptable solution and meets minimum standard requirements. Offeror possesses few or no advantages or strengths. The Offeror's proposal contains weaknesses in several areas that are offset by strengths in other areas. A rating of "Satisfactory" indicates that, in terms of the specific factor, the Offeror may satisfactorily complete the proposed tasks, but there is at least a moderate risk that it will not be successful. There is a good probability of success and that a fully acceptable level of performance will be achieved. Offeror meets all RFP requirements, presents a complete and comprehensive proposal, exemplifies an understanding of the scope and depth of the task requirements, and displays understanding of the Government's requirements. Offeror's response exceeds a "Marginal" rating. **No significant advantages or disadvantages. Moderate risk to the Government. In the case of no past performance on the part of the Offeror, a SATISFACTORY rating will be assigned for Past Performance.**

(4) MARGINAL - Information submitted demonstrates Offeror's potential to marginally meet performance or capability standards necessary for minimal but acceptable contract performance. The submittal is not adequately responsive or does not address the specific factor. The assignment of a rating of "Marginal" indicates that mandatory corrective action would be required to prevent significant deficiencies from affecting the overall project. The Offeror's qualifications demonstrate an acceptable understanding of the requirements of the RFP and the approach will likely result in an adequate quality of performance, which represents a moderate level of risk to the Government. Offeror displays low probability of success, although the submittal has a reasonable chance of becoming at least acceptable. Offeror's response exceeds an "Unsatisfactory" rating. **Significant disadvantages. High risk to the Government.**

(5) UNSATISFACTORY – Information submitted fails to meet performance or capability standards necessary for acceptable contractor performance. The Offeror's interpretation of the Government's requirements is so superficial,

incomplete, vague, incompatible, incomprehensible, or incorrect as to be Unsatisfactory. The submittal does not meet the minimum requirements of the RFP; requirements could only be met with major changes to the submittal. There is no reasonable expectation that acceptable performance would be achieved which represents unacceptably high risk to the Government. The Offeror's qualifications have many deficiencies and/or gross omissions; fail to provide a reasonable, logical approach to fulfilling much of the Government's requirements; and, fail to meet many of the minimum requirements. The Offeror's qualifications are so unacceptable that it would have to be completely revised in order to attempt to make them acceptable. **Very significant disadvantages. Unacceptably high risk to the Government.**

(6) ***UNKNOWN RISK** – No relevant past performance record identifiable upon which to base a meaningful performance risk prediction. A search was unable to identify any relevant past performance information for the offeror or key team members/subcontractors or their key personnel. This is neither a negative or positive assessment. ***Applicable to Past Performance Only.**

B.2. Basis for Award

B.2.1 All Technical Tradeoff Evaluation Factors, when combined, are approximately equal to cost or price. Price will not be scored but will be a factor in establishing the competitive range prior to discussions (if held) and in making the best value determination for award. Proposals must meet the criteria stated in the RFP in order to be eligible for award, to include responsiveness, technical acceptability and responsibility.

B.2.2 In order to determine which proposal represents the best overall value, the Government will compare proposals to one another. The Government will award a contract to the responsible Offeror whose technical submittal and price proposal contains the combination of those criteria described in this document offering the best overall value to the Government. Best value will be determined by a comparative assessment of proposals against all source selection criteria in this RFP.

B.2.3 As technical ratings and relative advantages and disadvantages become less distinct, differences in price between proposals are of increased importance in determining the most advantageous proposal. Conversely, as differences in price become less distinct, differences in scoring and relative advantages and disadvantages between proposals are of increased importance to the determination.

B.2.4 The Government reserves the right to accept other than the lowest priced offer or highest technically rated offeror. The right is also reserved to reject any and all offers. The basis of award will be a conforming offer, the price or cost of which may or may not be the lowest. If other than the lowest offer, it must be sufficiently more advantageous than the lowest offer to justify the payment of additional amounts.

B.2.5 Offerors are reminded to include their best technical and price terms in their initial offer and not to automatically assume that they will have an opportunity to participate in discussions or be asked to submit a revised offer. The Government may make award of a conforming proposal without discussions, if deemed to be within the best interests of the Government.

B.2.6 Offerors are advised that employees of the firm identified as follows may serve as technical advisors to the SSEB during the source selection process: Santee Cooper, One Riverwood Drive, Moncks Corner SC, 29461, 843-761-8000 ext. 7043, is expressly prohibited from competing for the contract. This firm will be authorized access to only those portions of the proposal data and discussions that are necessary to enable them to perform their respective duties. In accomplishing their duties related to the source selection process, employees of this firm may require access to proprietary information contained in proposals. Therefore, pursuant to FAR 9.505-4, the firm must execute an agreement with an offeror wherein they agree to (1) protect the offeror's information from unauthorized use or disclosure for as long as it remains proprietary and (2) refrain from using the information for any purpose other than that for which it was furnished. To expedite the evaluation process, each offeror must contact the named firm, execute the required agreement with the firm, and submit a copy of the agreement with the offeror's proposal.

CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System (DUNS) Number	OCT 2003
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.236-27	Site Visit (Construction)	FEB 1995
52.236-27 Alt I	Site Visit (Construction) (Feb 1995) - Alternate I	FEB 1995
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.209-7002	Disclosure Of Ownership Or Control By A Foreign Government	SEP 1994

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a [Firm Fixed Price](#) contract resulting from this solicitation.

(End of clause)

52.225-12 NOTICE OF BUY AMERICAN ACT REQUIREMENT-- CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (JAN 2004)

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

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

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

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

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

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

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

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

(ii) May be accepted if revised during negotiations.

(End of provision)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Henry Wigfall
69A Hagood Avenue
Charleston SC 29403-5107

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.acq.osd.mil/dpap/policy/regulations.htm>

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Defense Federal Acquisition Regulation (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

Section 00600 - Representations & Certifications

CLAUSES INCORPORATED BY REFERENCE

52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-23	Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction	FEB 1999
52.236-28	Preparation of Proposals--Construction	OCT 1997

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN: _____

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other _____

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is a women-owned business concern.

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 237110.

(2) The small business size standard is \$28.5M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 237110.

(2) The small business size standard is \$28.5M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material

change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

___ Black American.

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

___ Individual/concern, other than one of the preceding.

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-2 EQUAL LOW BIDS. (OCT 1995)

(a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

(c) Failure to identify the labor surplus area as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (OCT 2000)

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

(b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] The Offeror [] is, [] is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees	Avg. Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(End of provision)

52.219-21 SMALL BUSINESS SIZE REPRESENTATION FOR TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (MAY 1999)

(Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees	Avg. Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million

- ___ 251 - 500 ___ \$3,500,001 - \$5 million
- ___ 501 - 750 ___ \$5,000,001 - \$10 million
- ___ 751 - 1,000 ___ \$10,000,001 - \$17 million
- ___ Over 1,000 ___ Over \$17 million

(End of provision)

52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

___ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration(PRO0Net); or

___ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2)___ For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of provision)

52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999) ALTERNATE I (OCT 1998)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

___ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified , on the date of this representation, as a certifies small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

___ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2)___ For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(3) Address. The offeror represents that its address_____is, _____is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. ``Address," as used in this provision, means the address of the offeror as listed on the Small Business Administrations register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, ``address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

52.219-4005 SUBCONTRACTING REPRESENTATION

(a) Part of the work included in this offer () will, () will not, be subcontracted. Subcontractor () is, () is not, a Small Business Concern as defined in the provision entitled SMALL BUSINESS CONCERN REPRESENTATION.

(b) Part of the work included in this offer () will, () will not, be subcontracted to a Small Disadvantaged Business Concern as defined in the provision entitled SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION.

Name and Address of Subcontractor: _____

Estimated percentage of work to be subcontracted: _____

Type of work to be subcontracted: _____

(End of paragraph)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

() (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

() (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

() (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

() (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

() (v) The facility is not located within the United States or its outlying areas.

(End of clause)

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	DEC 2001
52.202-1 Alt I	Definitions (Dec 2001) --Alternate I	MAY 2001
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-1	Approval of Contract	DEC 1989
52.204-7	Central Contractor Registration	OCT 2003
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.215-2	Audit and Records--Negotiation	JUN 1999
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9	Small Business Subcontracting Plan	JAN 2002
52.219-9 Alt II	Small Business Subcontracting Plan (Jan 2002) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-23	Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns	JUN 2003
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-6	Davis Bacon Act	FEB 1995
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	FEB 1988
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	FEB 1988
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-26 Alt I	Equal Opportunity (Apr 2002) - Alternate I	FEB 1999
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-29	Notification Of Visa Denial	JUN 2003
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-38	Compliance With Veterans' Employment Reporting Requirements	DEC 2001
52.223-6	Drug-Free Workplace	MAY 2001

52.227-1	Authorization and Consent	JUL 1995
52.227-23	Rights to Proposal Data (Technical)	JUN 1987
52.228-2	Additional Bond Security	OCT 1997
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.228-12	Prospective Subcontractor Requests for Bonds	OCT 1995
52.228-14	Irrevocable Letter of Credit	DEC 1999
52.228-15	Performance and Payment Bonds--Construction	JUL 2000
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-16	Progress Payments	APR 2003
52.232-17	Interest	JUN 1996
52.232-23	Assignment Of Claims	JAN 1986
52.232-27	Prompt Payment for Construction Contracts	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.243-5	Changes and Changed Conditions	APR 1984
52.244-6	Subcontracts for Commercial Items	APR 2003
52.246-1	Contractor Inspection Requirements	APR 1984
52.249-2	Termination For Convenience Of The Government (Fixed- Price)	SEP 1996
52.249-2 Alt I	Termination for Convenience of the Government (Fixed- Price) (Sep 1996) - Alternate I	SEP 1996
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7001	Commercial And Government Entity (CAGE) Code Reporting	AUG 1999
252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Required Central Contractor Registration Alternate A	NOV 2003
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7045	Balance of Payments Program--Construction Material Under Trade Agreements	APR 2002
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7001	Contract Drawings, Maps, and Specifications	AUG 2000
252.242-7000	Postaward Conference	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7023 Alt III	Transportation of Supplies by Sea (May 2002) Alternate III	MAY 2002

CLAUSES INCORPORATED BY FULL TEXT

52.200-4803 ADMINISTRATIVE, APPROPRIATION, AND ACCOUNTING DATA

(a) Partial payments will be made monthly for the amount and value of the work and services performed upon submission of ENG Form 93, "Payment Estimate-Contract Performance". This estimate will be forwarded to and verified by the Contracting Officer's Representative utilizing the progress report submitted by the Contractor and independent analyses of progress. Sample format for ENG Form 93 will be provided to the Contractor by the Contracting officer's Representative upon contract award.

(b) Submit requests for payment (Original and one copy) to:

U.S. Army Corps of Engineers, Charleston
 Attn: CESAC-TS-OL
 431 Meeting Street
 Charleston, SC 29403-5525

(c) Payments will be made by:

USACE Finance Center (ERO: K2)
 Attn: CEFC-AO-P
 5720 Integrity Drive
 Millington, TN 38054

(End of paragraph)

52.225-11 BUY AMERICAN ACT--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (JAN 2004)

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

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Designated country means any of the following countries: Aruba, Austria, Bangladesh, Belgium, Benin, Bhutan, Botswana, Burkina Faso, Burundi, Canada, Cape Verde, Central African Republic, Chad, Comoros, Denmark.

Djibouti, Equatorial Guinea, Finland, France, Gambia, Germany, Greece, Guinea, Guinea-Bissau, Haiti, Hong Kong, Ireland, Israel, Italy, Japan.

Kiribati, Korea, Republic of, Lesotho, Liechtenstein, Luxembourg, Malawi, Maldives, Mali, Mozambique, Nepal, Netherlands, Niger, Norway, Portugal, Rwanda.

Sao Tome and Principe, Sierra Leone, Singapore, Somalia, Spain, Sweden, Switzerland, Tanzania U.R., Togo, Tuvalu, Uganda, United Kingdom, Vanuatu, Western Samoa, Yemen.

Designated country construction material means a construction material that--

- (1) Is wholly the growth, product, or manufacture of a designated country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different construction material distinct from the materials from which it was transformed.

Domestic construction material means--

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

Free Trade Agreement country means Canada, Chile, Mexico, or Singapore.

Free Trade Agreement country construction material means a construction material that--

- (1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Construction materials. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the Trade Agreements Act and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated country and FTA country construction materials.

(2) The Contractor shall use only domestic, designated country, or NAFTA country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows: None

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that--

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
Item 1:			
Foreign construction material....			
Domestic construction material...			
Item 2:			
Foreign construction material....			
Domestic construction material...			

\1\ Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

(e) United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.228-4001 REQUIRED INSURANCE

In accordance with the clause “INSURANCE - WORK ON A GOVERNMENT INSTALLATION” the following Schedule applies:

(a) Workmen’s Compensation and Employer’s Liability.

(1) Compliance with applicable workmen’s compensation and occupational diseases statutes is required. (If occupational diseases are not compensable under applicable statutes, coverage may be under employer’s liability insurance.)

52 Employer’s liability \$100,000.00

(b) General Liability (comprehensive form policy).

(1) Bodily injury per occurrence \$500,000.00

(c) Automobile Liability (comprehensive form policy).

(1) Bodily injury per person \$200,000.00

(2) Bodily injury per accident \$500,000.00

(3) Property damage per accident \$ 20,000.00

The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer.

(End of paragraph)

52.232-4001 RELEASE OF CLAIMS - - CONSTRUCTION

The following is an example of a Contractor's release of claims required of the Contractor to comply with the provisions of clause "PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS".

(Sample)

RELEASE OF CLAIMS

The undersigned Contractor under Contract Number _____ dated _____, 20____, between the United States of America and said Contractor for the _____ located at _____ in accordance with Section I, "PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS" FAR clause 52.232-0005, of said Contract, hereby releases the United States, its officers, agents, and employees from any and all claims arising under or by virtue of said contract or any modification or change thereof except with respect to those claims, if any, listed below:

(Here itemize claims and amounts due)

(Contractor signature)

(Typed name and title)

(Date)

(End of paragraph)

52.232-5001 CONTINUING CONTRACTS (MAR 1995)—EFARS

(a) This is a continuing contract, as authorized by Section 10 of the River and Harbor Act of September 22, 1922 (33 U.S. Code 621). The payment of some portion of the contract price is dependent upon reservations of funds from future appropriations, and from future contribution to the project having one or more non-federal project sponsors. The responsibilities of the Government are limited by this clause notwithstanding any contrary provision of the "Payments to Contractor" clause or any other clause of this contract.

(b) The sum of \$25,000 has been reserved for this contract and is available for payments to the contractor during the current fiscal year. It is expected that Congress will make appropriations for future fiscal years from which additional funds together with funds provided by one or more non-federal project sponsors will be reserved for this contract.

(c) Failure to make payments in excess of the amount currently reserved, or that may be reserved from time to time, shall not entitle the contractor to a price adjustment under the terms of this contract except as specifically provided in paragraphs (f) and (i) below. No such failure shall constitute a breach of this contract, except that this provision shall not bar a breach-of-contract action if an amount finally determined to be due as a termination allowance remains unpaid for one year due solely to a failure to reserve sufficient additional funds therefore.

(d) The Government may at any time reserve additional funds for payments under the contract if there are funds available for such purpose. The contracting officer will promptly notify the contractor of any additional funds reserved for the contract by issuing an administrative modification to the contract.

(e) If earnings will be such that funds reserved for the contract will be exhausted before the end of any fiscal year, the contractor shall give written notice to the contracting officer of the estimated date of exhaustion and the amount of additional funds which will be needed to meet payments due or to become due under the contract during that fiscal year. This notice shall be given not less than 45 nor more than 60 days prior to the estimated date of exhaustion.

(f) No payments will be made after exhaustion of funds except to the extent that additional funds are reserved for the contract. The contractor shall be entitled to simple interest on any payment that the contracting officer determines was actually earned under the terms of the contract and would have been made except for exhaustion of funds. Interest shall be computed from the time such payment would otherwise have been made until actually or constructively made, and shall be at the rate established by the Secretary of the Treasury pursuant to Public Law 92-41, 85 STAT 97, as in effect on the first day of the delay in such payment.

(g) Any suspension, delay, or interruption of work arising from exhaustion or anticipated exhaustion of funds shall not constitute a breach of this contract and shall not entitle the contractor to any price adjustment under the "Suspension of Work" clause or in any other manner under this contract.

(h) An equitable adjustment in performance time shall be made for any increase in the time required for performance of any part of the work arising from exhaustion of funds or the reasonable anticipation of exhaustion of funds.

(i) If, upon the expiration of sixty (60) days after the beginning of the fiscal year following an exhaustion of funds, the Government has failed to reserve sufficient additional funds to cover payments otherwise due, the contractor, by written notice delivered to the contracting officer at any time before such additional funds are reserved, may elect to treat his right to proceed with the work as having been terminated. Such a termination shall be considered a termination for the convenience of the Government.

(j) If at any time it becomes apparent that the funds reserved for any fiscal year are in excess of the funds required to meet all payments due or to become due the contractor because of work performed and to be performed under the contract during the fiscal year, the Government reserves the right, after notice to the contractor, to reduce said reservation by the amount of such excess. (End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acq.osd.mil/dpap/policy/regulations.htm> and

<http://www.hq.usace.army.mil/cepr/asp/library/efar.asp?strCat=8&strSubCat=6>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any [Defense Federal Acquisition Regulation](#) (48 CFR [2](#)) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.236-7004 PAYMENT FOR MOBILIZATION AND DEMOBILIZATION (DEC 1991)

(a) The Government will pay all costs for the mobilization and demobilization of all of the Contractor's plant and equipment at the contract lump sum price for this item.

(1) 60 percent of the lump sum price upon completion of the contractor's mobilization at the work site.

(2) The remaining 40 percent upon completion of demobilization.

(b) The Contracting Officer may require the Contractor to furnish cost data to justify this portion of the bid if the Contracting Officer believes that the percentages in paragraphs (a) (1) and (2) of this clause do not bear a reasonable relation to the cost of the work in this contract.

(1) Failure to justify such price to the satisfaction of the Contracting Officer will result in payment, as determined by the Contracting Officer, of --

(i) Actual mobilization costs at completion of mobilization;

(ii) Actual demobilization costs at completion of demobilization; and

(iii) The remainder of this item in the final payment under this contract.

(2) The Contracting Officer's determination of the actual costs in paragraph (b)(1) of this clause is not subject to appeal.

Section 00800 - Special Contract Requirements

CLAUSES INCORPORATED BY REFERENCE

52.211-10 Alt I	Commencement, Prosecution, and Completion of Work (Apr 1984) - Alternate I	APR 1984
52.227-4	Patent Indemnity-Construction Contracts	APR 1984
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-4	Physical Data	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-13 Alt I	Accident Prevention (Nov 1991) - Alternate I	NOV 1991
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-21 Alt I	Specifications and Drawings for Construction (Feb 97) - Alternate I	APR 1984
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	AUG 1987
52.246-11	Higher-Level Contract Quality Requirement	FEB 1999
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.246-21 Alt I	Warranty of Construction (Mar 1994) - Alternate I	APR 1984
52.248-3	Value Engineering-Construction	FEB 2000
52.249-10	Default (Fixed-Price Construction)	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 30 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 530 after receipt of Notice to Proceed. The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$1600.00 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least forty (40%) percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

252.236-7001 CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, five (5) sets of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

- (1) Large-scale drawings shall govern small-scale drawings; and
- (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

Title File Drawing No.

See Section 00102N for list of Drawings

(End of clause)

WAGE DETERMINATION

General Decision Number: SC030010 06/13/2003

Superseded General Decision No. SC020010

State: **South Carolina**

Construction Type:

HEAVY

SEWER AND WATER LINE

County(ies):

ABBEVILLE DILLON MARION

ALLENDALE EDGEFIELD MARLBORO

BAMBERG FAIRFIELD MCCORMICK

BARNWELL GEORGETOWN NEWBERRY

BEAUFORT GREENWOOD OCONEE

CALHOUN HAMPTON **ORANGEBURG**

CHEROKEE HORRY SALUDA

CHESTER JASPER SUMTER

CHESTERFIELD KERSHAW UNION

CLARENDON LANCASTER WILLIAMSBURG

COLLETON LAURENS

DARLINGTON LEE

HEAVY **CONSTRUCTION** PROJECTS (including Sewer & Water Line

Construction).

THIS DOES NOT INCLUDE THE SAVANNAH RIVER SITE IN ALLENDALE AND

BARNWELL COUNTIES

Modification Number Publication Date

0 06/13/2003

COUNTY(ies):

ABBEVILLE DILLON MARION

ALLENDALE EDGEFIELD MARLBORO

BAMBERG FAIRFIELD MCCORMICK

BARNWELL GEORGETOWN NEWBERRY

BEAUFORT GREENWOOD OCONEE

CALHOUN HAMPTON **ORANGEBURG**

CHEROKEE HORRY SALUDA

CHESTER JASPER SUMTER

CHESTERFIELD KERSHAW UNION

CLARENDON LANCASTER WILLIAMSBURG

COLLETON LAURENS

DARLINGTON LEE

SUSC2001B 02/08/1990

Rates Fringes

BOILERMAKERS (TANK WORK) 12.96 3.315

BRICKLAYERS 6.40

CARPENTERS 7.42

CEMENT MASONS/CONCRETE FINISHERS 6.93

ELECTRICIANS/LINEMEN 10.08

IRONWORKERS 10.98

LABORERS:

Unskilled 5.15

Chain Saw 5.15

Pipelayer 5.15

MANHOLE BUILDERS 5.15

PIPEFITTERS 9.09

POWER EQUIPMENT OPERATORS:

Backhoe 6.40

Bulldozer 5.90

Crane 7.98

Dragline 6.06

Front End Loader 5.79

Mechanic 7.09

Motor Grader 7.15 Page 2 of 2

Scraper-Pan 5.48

TRUCK DRIVERS 5.15

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

Branch of **Construction** Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.

Washington, D. C. 20210

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

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

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

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

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

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

END OF GENERAL DECISION