

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			I. CONTRACT ID CODE	PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. 0001			3. EFFECTIVE DATE 21-Feb-2006		4. REQUISITION/PURCHASE REQ. NO.
6. ISSUED BY USACE, CONTRACTING DIVISION ATTN: CEMVN-CT, ROOM 172 7400 LEAKE AVE. NEW ORLEANS LA 70118-3651			CODE W912P8	7. ADMINISTERED BY (If other than item 6) USACE, CONTRACTING DIVISION P. O. BOX 60267 NEW ORLEANS LA 70160-0267	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)			9A. AMENDMENT OF SOLICITATION NO. W912P8-06-R-0114		5. PROJECT NO.(If applicable) W912P8
			9B. DATED (SEE ITEM 11) 16-Feb-2006		
			10A. MOD. OF CONTRACT/ORDER NO.		
			10B. DATED (SEE ITEM 13)		
CODE			FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The above numbered solicitation Indefinite Delivery-Indefinite Quantity Emergency Contract for Earthen Clay Material to Restore Hurricane Protection Levees in St. Bernard Parish, LA, Torce Force Guardian is hereby amended as follows: PROPOSAL DUE DATE HAS CHANGED TO 24 FEBRUARY 2006 9:00 A.M. (LOCAL TIME AND PLACE, NEW ORLEANS, LA Section 00130, adding Oral Presentations Delete clause 52.212-2, Evaluation--Commercial Item Section 02332 deleting paragraph 1.6.3 table and replace with revised paragraph 1.6.3 table Deleting original cover sheet and replace with revised cover sheet adding Plaquemines Parish, LA					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			TEL: _____ EMAIL: _____		
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 21-Feb-2006

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

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

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**The following items are applicable to this modification:**

Delete solicitation sheet and replace with revised solicitation sheet.

Section 00130 Proposal Evaluation Criteria) adding Plaquemines Parish, LA

**OFFERORS MAY PROPOSE PRICES FOR LOT 1, LOT 2, OR FOR LOTS 1 AND 2.  
AWARDS MAY BE MADE FOR ONLY LOT 1, ONLY LOT 2 OR FOR BOTH LOTS.**

**LINE ITEMS 0016 THRU 0030 IS THE BID SCHEDULE FOR PLAQUEMINES  
PARISH, LA LOT 2 AND LOT 1 IS FOR ST. BERNARD PARISH, LA**

Instructions to Offeror

**Delete instructions to Offeror and replace with revised instructions to Offeror**

Section H

**Delete section H and replace with revised Section H**

Adding new drawing Plaquemines Parish delivery area

**Section 02332 Table**

<u>Type of Material</u>	Moisture Content (In percent dry weight)	
	<u>Maximum</u>	<u>MINIMUM</u>
ML	26	15
CL	25	18
CH	35	20

Delete paragraph 3.2 of Section 02332 and replace with the follows:

**3.2 DELIVERY OF CLAY MATERIAL**

Delivery areas are shown on the attached drawing. The contractor shall deliver clay materials to locations within the delivery areas as designated by the Government in each task order. ***The contractor shall coordinate unloading operations and stockpile materials in the delivery areas and shall assist Government forces in operations within these areas.*** The contractor

shall provide all necessary equipment and labor to manage stockpiled material at the delivery points. The contractor's quality control operations shall assure material is delivered at the delivery points at the proper moisture content. The contractor will make every effort to coordinate operations to make optimum use of a delivery site. The contractor will assure material is not dumped haphazardly.

**SUMMARY OF CHANGES**

SECTION SF 1449 - CONTINUATION SHEET

SUPPLIES OR SERVICES AND PRICES

CLIN 0016 is added as follows:

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0016	400,000 Cubic Yard Earthen Clay FFP Material Delivered Area # 1 FOR PLAQUEMINES PARISH	1	Each		

---

ESTIMATED  
NET AMT

FOB: Destination

CLIN 0017 is added as follows:

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0017	200,000 Cubic Yard Earthen Clay FFP Material Delivered Area # 1	2	Each		

---

ESTIMATED  
NET AMT

FOB: Destination

CLIN 0018 is added as follows:

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0018	100,000 Cubic Yard Earthen Clay FFP Material Delivered Area # 1	2	Each		

---

ESTIMATED  
NET AMT

FOB: Destination

CLIN 0019 is added as follows:

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0019	50,000 Cubic Yard Earthen Clay FFP Material Delivered Area # 1	3	Each		

---

ESTIMATED  
NET AMT

FOB: Destination

CLIN 0020 is added as follows:

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0020	20,000 Cubic Yard Earthen Clay FFP Material Delivered Area # 1	5	Each		

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ESTIMATED  
NET AMT

FOB: Destination

CLIN 0021 is added as follows:

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0021	20,000 Cubic Yard Earthen Clay FFP Material Delivered to Government Forces	10	Each		

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ESTIMATED  
NET AMT

FOB: Destination

CLIN 0022 is added as follows:

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0022	100,000 Cubic Yard Earthen Clay FFP Material Delivered to Area # 2	2	Each		

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ESTIMATED  
NET AMT

FOB: Destination

CLIN 0023 is added as follows:

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0023	50,000 Cubic Yard Earthen Clay FFP Material Delivered to Area # 2	3	Each		

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ESTIMATED  
NET AMT

FOB: Destination

CLIN 0024 is added as follows:

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0024	20,000 Cubic Yard Earthen Clay FFP Material Delivered to Area # 2	5	Each		

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ESTIMATED  
NET AMT

FOB: Destination

CLIN 0025 is added as follows:

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0025	10,000 Cubic Yard Earthen Clay FFP Material Delivered to Area # 2	5	Each		
					ESTIMATED NET AMT

FOB: Destination

CLIN 0026 is added as follows:

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0026	100,000 Cubic Yard Earthen Clay FFP Material Delivered to Area # 3	2	Each		
					ESTIMATED NET AMT

FOB: Destination

CLIN 0027 is added as follows:

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0027	50,000 Cubic Yard Earthen Clay FFP Material Delivered to Area # 3	3	Each		

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ESTIMATED  
NET AMT

FOB: Destination

CLIN 0028 is added as follows:

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0028	20,000 Cubic Yard Earthen Clay FFP Material Delivered to Area # 3	5	Each		

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ESTIMATED  
NET AMT

FOB: Destination

CLIN 0029 is added as follows:

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0029	10,000 Cubic Yard Earthen Clay FFP Material Delivered to Area # 3	5	Each		

---

ESTIMATED  
NET AMT

FOB: Destination

CLIN 0030 is added as follows:

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0030	Truck Wash-Down Racks FFP	4	Each		

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ESTIMATED  
NET AMT

(End of Summary of Changes)



RFP NO. W912P8-06-R-0114

**US Army Corps  
of Engineers** ®  
New Orleans Engineer District

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## **MULTIPLE AWARD CLAY MATERIAL CONTRACT**

**INDEFINITE DELIVERY - INDEFINITE QUANTITY  
EMERGENCY CONTRACT FOR EARTHEN CLAY  
MATERIAL TO RESTORE HURRICANE  
PROTECTION LEVEES IN *PLAQUEMINES* AND ST.  
BERNARD PARISHES, TASK FORCE GUARDIAN**

**“Best Value Trade-Off Acquisition”**

# ***Plaquemines* and St. Bernard Parishes, Louisiana**

**Solicitation Specifications**  
24 February 2006

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**DEPARTMENT OF THE ARMY**  
NEW ORLEANS DISTRICT, CORPS OF ENGINEERS  
P.O. BOX 60267  
NEW ORLEANS, LOUISIANA 70160-0267

SOLICITATION: W912P8-06-R-0114

**FOR: MULTIPLE AWARD CLAY MATERIAL CONTRACT, INDEFINITE DELIVERY - INDEFINITE QUANTITY EMERGENCY CONTRACT FOR EARTHEN CLAY MATERIAL TO RESTORE HURRICANE PROTECTION LEVEES IN PLAQUEMINES AND ST. BERNARD PARISHES, TASK FORCE GUARDIAN**

PROPOSAL DUE DATE: 24 February 2006, 9:00 a.m. (local time and place, New Orleans, LA)

I. NOTE THE AFFIRMATIVE ACTION PROGRAM REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.

II. NOTE THE CERTIFICATION OF NONSEGREGATED FACILITIES IN THIS SOLICITATION. *Offerors and applicants are cautioned to note the "Certification of Non-segregated Facilities" in the solicitation. Failure of a bidder or offeror to agree to the certification will render his bid or offer non-responsive to the terms of solicitations involving awards of contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.*

OFFERORS MUST PROVIDE FULL, ACCURATE AND COMPLETE INFORMATION AS REQUIRED BY THIS SOLICITATION AND ITS ATTACHMENTS. THE PENALTY FOR MAKING FALSE STATEMENTS IN BIDS IS PRESCRIBED IN 18 U.S.C. 1001. (FAR 52.214-4, APR 1984)

**DESCRIPTION AND MAGNITUDE OF WORK: THE WORK CONSISTS OF PROVIDING UP TO 500,000 CUBIC YARDS (LOOSE TRUCK MEASURE) OF EARTHEN CLAY MATERIAL FOR EMERGENCY RESTORATION OF DAMAGED LEVEE AREAS IN PLAQUEMINES AND ST. BERNARD PARISHES OF SOUTHEAST LOUISIANA TO INCLUDE ALL INCIDENTAL WORK REQUIRED. SEE SECTION H FOR MIMIMUM/MAXIMUM CONTRACT VALUE AND GUARANTEED MINIMUM QUANTITIES.**

**CAUTION TO OFFERORS: *In delivery of hand-carried offers, Offerors are cautioned to allow sufficient time for delays which may be encountered as a result of frequent trains which are subject to block all access roads to place of bid opening for various lengths of time. Such delays DO NOT permit acceptance or consideration of late bids.***

NOTE: ALL WORK UNDER THESE SPECIFICATIONS SHALL BE PERFORMED IN ACCORDANCE WITH THE PROVISIONS OF EM 385-1-1 "CORPS OF ENGINEERS SAFETY AND HEALTH REQUIREMENTS MANUAL", DATED NOVEMBER 2003.



DEPARTMENT OF THE ARMY  
NEW ORLEANS DISTRICT, CORPS OF ENGINEERS  
P.O. BOX 60267  
NEW ORLEANS, LOUISIANA 70160-0267

## INSTRUCTIONS TO OFFERORS

### NOTES PERTAINING TO THE CONTRACT BIDDING SCHEDULE

1. Offerors shall furnish prices for each item listed in the bidding schedule. IF AN OFFEROR OMITTS AN ESTIMATED AMOUNT FOR ANY ITEM, ITS OFFER SHALL BE DECLARED NON-RESPONSIVE AND THEREFORE INELIGIBLE FOR AWARD. ***Offers may be for only Lot 1, for only Lot 2 or for both Lots 1 and 2 combined. Delivery requirements are for each contract awarded.***

2. One contract will be awarded under this solicitation.

3. Task Orders are authorized to be issued by electronic communications (email or facsimile) in addition to mail and will be issued only by the Contracting Officer (CO).

4. Contract billing rates shall be applicable to all Task Orders issued. The cumulative amount of all task orders issued under the contract shall not exceed **\$10,000,000.00**.

5. FAR Clause 52.211-18 – VARIATIONS IN ESTIMATED QUANTITIES (Apr 1984) shall not be applicable to any awarded contract or task order.

6. Contractor proposals shall include all requirements specified in the specifications. The following is a summary of the requirements:

Volume I – Technical Proposal, Past Performance and Pricing Information.  
[Include all specific requirements outlined in the specifications.]

Volume II – Pro Forma.

a. SF 1449.  
b. Completed Bid Schedule.  
c. All completed requirements of Section 00600, REPRESENTATIONS & CERTIFICATIONS.

7. Unit prices will be applicable to all Task Orders.

8. The unit prices shall represent the cost to the prime contractor for those items, **including** the prime's General and Administrative Overheads ("G & A", "Home Office", "Branch Office", etc., as applicable) and "Profit" or "Fee."

9. The Government will issue task orders for specific quantities as needed for project requirements.

10. Technical POC: Danny Thurmond, (504) 862-1214,  
[danny.l.thurmond@mvn02.usace.army.mil](mailto:danny.l.thurmond@mvn02.usace.army.mil)

11. Contracting POC: Melissa Vaughn, (504) 862-2762,  
[melissa.a.vaughn@mvn02.usace.army.mil](mailto:melissa.a.vaughn@mvn02.usace.army.mil)

## **CLAUSES INCORPORATED BY FULL TEXT**

52.214-5000 Apparent clerical mistakes.

### **ARITHMETIC DISCREPANCIES**

(a) For the purpose of initial evaluations of bids, the following will be utilized in the resolving arithmetic discrepancies found on the face of bidding schedule as submitted by the bidder:

- (1) Obviously misplaced decimal points will be corrected;
- (2) Discrepancy between unit price and extended price, the unit price will govern;
- (3) Apparent errors in extension of unit prices will be corrected;
- (4) Apparent errors in addition of lump-sum and extended prices will be corrected.

(b) For the purpose of bid evaluation, the government will proceed on the assumption that the bidder intends his bid to be evaluated on basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.

(c) These correction procedures shall not be used to resolve any ambiguity concerning which bid is low.

(End of statement)

### **52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2003)**

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in FAR 31.205-10(b) are met. One of the allowability criteria requires the prospective Contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

(End of provision)

### **52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)**

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and

whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

The Government contemplates award of a firm fixed price contract resulting from this solicitation.

(End of clause)

#### 52.216-27 SINGLE OR MULTIPLE AWARDS. (OCT 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

#### 52.225-10 NOTICE OF BUY AMERICAN ACT REQUIREMENT--CONSTRUCTION MATERIALS (MAY 2002)

(a) Definitions. Construction material, domestic construction material, and foreign construction material, as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act --Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) Requests for determinations 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 the clause at FAR 52.225-9 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 material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(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 not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic 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 the clause at FAR 52.225-9 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 the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic 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)

#### 52.232-38 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (MAY 1999)

The offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (j) of the clause at 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration.

(1) The solicitation number (or other procurement identification number).

(2) The offeror's name and remittance address, as stated in the offer.

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the offeror's official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the offeror's financial agent.

(5) The offeror's account number and the type of account (checking, savings, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the offeror's financial agent.

(7) If applicable, the offeror shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the offeror's financial agent is not directly on-line to the Fedwire and, therefore, not the receiver of the wire transfer payment.

(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 Mr. Charles R. Zammit, JR, Chief, Projects West Branch, U.S. Army, Corps of Engineers, PO Box 60267, New Orleans, LA 70160-0267.

(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)

252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

**END OF SECTION**

## SECTION H

### SPECIAL CONTRACT REQUIREMENTS

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## SECTION H

### SPECIAL CONTRACT REQUIREMENTS

#### 1. SCOPE OF WORK

This contract is for the supply and delivery of earthen clay material suitable for levee embankment construction in **Plaquemines** and St. Bernard Parishes in Southeast Louisiana. The successful contractors shall supply needed earthen clay material to levee construction sites or other designated delivery points anywhere within the delivery areas shown on the attached drawing. Task Orders will be issued for varying amounts quantities of contract line items depending on the Government's requirement for earthen clay material. Not all of the line items may be ordered over the life of the contract.

#### 2. DELIVERY REQUIREMENTS, INCENTIVE AND PENALTY

##### a. Delivery Requirements.

(1) Task Order Durations. Task Order durations are set as follows:

Quantity Ordered	Required Delivery Duration (calendar days)
400,000 cys	50
200,000 cys	30
100,000 cys	20
50,000 cys	15
20,000 cys	9

(2) Access. Access to **St. Bernard** delivery areas 1 and 2 are from the Mississippi River Gulf Outlet only (see drawings). Complete delivery of work under a task order is required within the durations shown to include mobilization time. The required delivery durations shown above include mobilization and setup time.

(3) Offloading Sites and Equipment for the MRGO Delivery Areas 1 and 2. The contractor shall place at least one offload site for each 50,000 cys ordered along the MRGO projects. Placement of all offload points will be required at access corridors designated in each task order issued. Each site used shall be fully equipped to offload the required delivery rates to complete the work by the required delivery duration for each task order. Task Orders may require delivery to multiple, separated, stockpile areas rather than a single one. The contractor should plan to move his offload operation to different access corridors where deliveries are to meet the requirements of the task order. The contractor may request use of a single access corridor (offload point) and haul material to the other designated stockpile areas, however, the contractor is

cautioned that he may not haul outside the limits of the stockpile areas designated on the drawings or interfere with other contactors operating in the area. Additionally, the ground conditions in the stockpile areas and access corridors are very marshy and may not support hauling equipment. Additional access corridors that are not designated in a task order may be requested for use should the contractor need them to meet the delivery demands of the contract; however, the Government reserves the right to deny access at any or all additionally requested access corridors to avoid conflicting operations within the project site. All requested additional use of access corridors must be approved by the Government prior to use.

b. Incentive Fee, Penalty and Adverse Weather

(1) **Incentive Fee.** The Government may include incentive fees for specific Task Orders based on the needs of the Government. The task order, when issued, will specify if an incentive fee is included in it. For each calendar day the contractor delivers a complete task order prior to the required delivery completion date, the contractor may earn an incentive fee. The incentive fee will be computed in the amount of **\$9,000.00** per each calendar day of early completion. Simple transportation of a loaded barge or vehicle to the site does not constitute delivery. All deliveries must be made to the required delivery point stated in each task order, properly stockpiled and must be accepted by the Government as complete.

(2) **Penalty.** A penalty will apply to all task orders that include the incentive fee. For each task order delivery completed after the required delivery completion date, payments to the supplier shall be reduced by **\$3,000.00** per day (as a penalty) until the complete quantity required by the task order is completely delivered and accepted by the Government.

(3) **Adverse Weather.** As this work is being done to facilitate emergency restoration of hurricane protection levees, adverse weather shall not be cause for adjustment of an incentive fee determination. The contractor should take all necessary actions to plan for and offset the effects of adverse weather.

### 3. INITIAL TASK ORDER

a. **Best Value Awardee for St. Bernard Parish.** Immediately after award of a contract or contracts, the Government will issue a task order to the highest rated “best value” contractor for delivery of earthen clay material **to the St. Bernard** Delivery Area #1 and/or Delivery Area #2 in the minimum amount of **100,000 cys**. Based on the contractor’s performance and continued needs of the Government, additional task orders may be issued.

***b. Best Value Awardee for Plaquemines Parish. Immediately after award of a contract or contracts, the Government will issue a task order to the highest rated “best value” contractor for delivery of earthen clay material to Plaquemines Parish***

***Delivery Areas in the minimum amount of 50,000 cys. Based on the contractor's performance and continued needs of the Government, additional task orders may be issued.***

c. **Additional Awardees**. Should additional contract awards be made under this solicitation, the minimum guarantee shall be **20,000 cys** for those contracts. Based on the contractor's performance and continued needs of the Government, additional task orders may be issued.

#### **4. DELIVERIES TO GOVERNMENT FORCES**

Task orders may be issued for the contractor to provide full barge loads of earthen clay material to Government forces within the delivery areas which will offload the barges to the levee construction worksite. The contractor must be capable of delivering to Government forces 2,500 cys / day as well as supplying his own deliveries to meet the delivery requirements of the contract. Delivery of earthen clay materials to Government forces shall not be included as part of the contractor's production in determining incentive fees.

#### **5. U.S. ARMY COE SAFETY AND HEALTH REQUIREMENTS MANUAL, EM 385-1-1**

This paragraph applies to contracts and purchase orders that require the contractor to comply with EM 385-1-1 (e.g., contracts that include the Accident Prevention clause at FAR 52.236-13 and/or other safety provisions). EM 385-1-1 and its changes are available at <http://www.hq.usace.army.mil>. (At the HQ homepage, select Organization, Safety and Occupational Health, Safety and Occupational Health Home page, and Safety Publications.) The Contractor shall be responsible for complying with the current edition and all changes posted on the web through the date that is 10 calendar days prior to the date offers are due. If the solicitation is amended to extend the time set for receipt of offers, the 10-calendar days rule stated above shall be applied against the amended date. (For example, if offers are due on 10 April, all changes posted on or before 31 March shall apply to the contract. If the time for receipt of offers is extended from 10 April to 20 April, all changes posted on or before 10 April shall apply to the contract).

#### **6. PERIOD OF SERVICE**

a. Day one of each contract is the date of signature by the Contracting Officer. The ordering period for each contract shall automatically end upon the completion of the base period absent an extension via exercising of the option. Modification to individual task orders may be issued after the expiration of the ordering period.

b. All contracts will include a total contract performance period NTE 1 year (365 calendar days).

## **7. EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (MAR 1995) EFARS 52.231-5000**

- a. This clause does not apply to terminations. See 52.249-5000, Basis for Settlement of Proposals, and FAR Part 49.
- b. Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, "Construction Equipment Ownership and Operating Expense Schedule," Region III. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retrospective pricing, the schedule in effect at the time the work was performed shall apply.
- c. Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.
- d. When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, "Contract Pricing Proposal Cover Sheet."
- e. Whenever negotiation is required for the contract, modification or task order, the contractor's cost proposals for equipment ownership and operating expenses shall be determined in accordance with the requirements of the paragraph entitled "EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE," contained in the Special Contract Requirements section of the specifications.
- f. A copy of this schedule (EP 1110-1-8) is available for purchase from the U.S. Government Online Bookstore at <http://bookstore.gpo.gov> or can be downloaded

from the following website: [http://www.usace.army.mil/inet/usace-docs/eng-pamphlets/ep11110-1-8\(vol3\)/toc.htm](http://www.usace.army.mil/inet/usace-docs/eng-pamphlets/ep11110-1-8(vol3)/toc.htm).

## 8. FORMAL CONTRACT - ORDER OF PRECEDENCE

a. The formal contract between the Government and the successful offeror includes the standard contract clauses and schedules current at the time of solicitation issuance or modification by amendment. It also entails: (1) the solicitation in its entirety, including all drawings, cuts and illustrations, and any modifications during proposal evaluation or selection, and (2) the successful offeror's initial proposal and any subsequent revisions thereto, as accepted by the Government. The material contained in the formal contract constitutes and defines the entire agreement between the Contractor and the Government. No documentation shall be omitted which in any way bears upon the terms of that agreement.

b. In the event of conflict or inconsistency between any of the provisions of the various portions of the solicitation, precedence shall be given in the following order:

- (1) Any portions of the offeror's proposal which both meet and exceed the provisions of the "Request for Proposals" issued in connection with this contract (including all addenda, amendments, or other modification issued there under).
- (2) The provisions of the "Request for Proposals."
- (3) The contents of the offeror's proposal.

## 9. CONTRACT VALUE

The estimated maximum dollar value of the contract is **\$10,000,000.00.**

The guaranteed minimum quantity of materials which will be ordered under this contract by delivery/task orders will be **100,000 cys over the life of the contract (highest rated best value awardee for St. Bernard Parish), 50,000 cys over the life of the contract (highest rated best value awardee for Plaquemines Parish), and 20,000 cys for any additional awardees.**

If the Government's requirements for materials set forth in the solicitation do not result in orders in the amount described as "estimated maximum," the event shall not constitute the basis for an equitable price adjustment under this contract.

## 10. YEAR 2000 COMPLIANT

All information technology acquired by the Military Departments and Department of Defense Agencies shall be "Year 2000 Compliant". "Year 2000 compliant" means, information technology that accurately processes date/time data (including, but not limited to, calculating, comparing and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations.

Furthermore, Year 2000 compliant information technology, when used in combination with other information technology, shall accurately process date/time data if the other information technology properly exchanges date/time data with it.

## 11. CRITERIA FOR AWARDING TASK ORDERS.

The award of contracts under this solicitation, in addition to previously awarded contract(s), may result in up to **four (4)** Indefinite Delivery/Indefinite Quantity (IDIQ) contracts which contain duplicative scopes of work in the New Orleans Engineer District of the U.S. Army Corps of Engineers.

When determining the contractor's eligibility for award of Task Orders among the contracts, the Contracting Officer will consider such criteria as: (a) The quality of performance of the contractor(s) under the current and/or potential IDIQs; (b) Contractor's current capacity to accomplish the order in the required time; (c) Uniquely specialized experience for specialty type requirements; (d) Pricing history; and (e) Other relevant factors.

## 12. MINIMUM/MAXIMUM/ CONTRACT VALUE

- a. The contract term shall consist of a period of 1 year (365 calendar days).
- b. The guaranteed minimum quantity of work which will be required under this contract and which will be initiated by one or more Task Orders will not be less than **100,000 cys** over the life of the contract for the highest rated best value awardee **for St. Bernard Parish and 50,000 cys over the life of the contract for the highest rated best value awardee for Plaquemines Parish** and **20,000 cys** for any additional awardees.
- c. If the Government's requirements for services set forth in the solicitation do not result in orders in the amount described as "estimated maximum," the event shall not constitute the basis for an equitable price adjustment under this contract. The Contractor is not obligated to accept a Task Order less than **\$2,000.00** in amount or more than **\$10,000,000.00**. On a case by case basis, the Contracting Officer reserves the right to issue task orders below the **\$2,000.00** minimum amount, when deemed appropriate, subject to acceptance by the Contractor.
- d. The maximum dollar value of the Contract(s) shall not exceed **\$10,000,000.00** over the life of the contract.

## 13. COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK

- a. FAR Clause 52.211-10, "COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)" or FAR Clause 52.211-10, "COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK –

ALTERNATE I (APR 1984)"shown in section 00700 will be completed and included in each task order by the Contracting Officer.

## 14. SAFETY PROVISIONS

The safety provisions as specified herein refer to the November 2003 edition of EM 385-1-1. The Contractor shall make site specific safety plan revisions as addenda to his basic safety plan based on individual Task Order requirements.

a. Accident Investigations and Reporting. Refer to EM 385- 1-1, Section 01.D. Accidents shall be investigated and reports completed by the immediate supervisor of the employee(s) involved and reported to the Contracting Officer or his/her representative within one working day after the accident occurs. All data reported must be complete, timely and accurate. A follow-up report shall be submitted when the estimated lost time days differs from the actual lost time days.

b. Accident Prevention Program. (See the Contract Clause in Section 00700, entitled Accident Prevention –Alternate I (FAR 52.236-13)). Within 15 days after receipt of Notice of Award of the contract, the contractor shall submit four copies of his Accident Prevention Program for review and acceptance. It must include a statement that describes the description, magnitude, major scope of work and location(s). This description, magnitude, major scope of work, and location information shall also be identified on the referenced LMN Form 385-43-R (ACCIDENT PREVENTION PROGRAM ADMINISTRATIVE PLAN). The program and task order addenda shall be prepared in the following format:

- (1) An executed MVN Form 385-7-R (Aug 99), Accident Prevention Plan Checklist Administrative Section (available upon request), see Appendix A of EM 385-1-1 (form attached at end of this section).
- (2) Executed MVN 385-6-R and Form 385-43R (Aug 99), Activity Hazard Analysis (available upon request), see Figure 1-1 of EM 385-1-1 (form attached at end of this section).
- (3) A copy of company policy statement regarding accident prevention.
- (4) An executed Accident Prevention Program Administrative Plan, LMN Form 385-43-R (Jan 97), (Refer to EM 385-1-1, App. A) (form attached at end of this section).

The Contractor shall not commence physical work at the site provided in a task order until the program has been accepted by the Contracting Officer, or his/her authorized representative. At the Contracting Officer's discretion, the Contractor may submit its Activity Hazard Analysis only for the first phase of construction on a task order provided that it is accompanied by an outline of the remaining phases of construction. All

remaining phases shall be submitted and accepted prior to the beginning of work in each phase. Also refer to Section 1 of EM 385-1-1.

c. Comprehensive Hazard Communication Program. The Contractor shall develop, implement, and maintain at the workplace a written, Comprehensive Hazard Communication Program (see Section 01.B.04 of EM 385-1-1) that includes identification of potential hazards as prescribed in 29 CFR Part 1910.1200 and/or 1926.59, effects of exposure and control measures to be used for chemical products and physical agents that may be encountered during the performance of work on this contract, provisions for container labeling, Material Safety Data Sheets, and employee training program, and other criteria in accordance with 29 CFR Part 1910.1200 and/or 1926.59. Training shall include communication methods and systems to be used (i.e., voice, hand signals, radios or other means), and training in the use and understanding of material safety data sheets and chemical product hazard warning labels. Prior to bringing hazardous substances, as defined in 29 CFR 1910.1200 and/or 1926.59, onto the job site, a copy of the Hazard Communication Program and the Material Safety Data Sheets of each substance shall be submitted to the Contracting Officer and made available to the Contractor's employees as part of its Accident Prevention Program.

d. Daily Inspections. The Contractor shall perform daily safety inspections and record them on the forms approved by the Contracting Officer. Reports of daily inspections shall be maintained at the jobsite in accordance with Section 01451, "CONTRACTOR QUALITY CONTROL". The reports shall be records of the daily inspections and resulting actions. Each report shall include, as a minimum, the following:

- (1) Phase(s) of construction underway during the inspection.
- (2) Locations of areas where inspections were made.
- (3) Results of inspections, including nature of deficiencies observed and corrective actions taken, or to be taken, date, and signature of the person responsible for its contents.

e. Reserved.

f. Reserved.

g. Reserved.

h. Reserved.

i. Reserved.

j. Reserved.

k. Hazardous Energy Protection. The Contractor shall develop, implement and maintain at the workplace, a written Control of Hazardous Energy (Lockout/Tagout) System. Refer to Section 12 of EM 385-1-1.

l. Reserved.

m. Cranes. The Contractor (including subcontractors) shall have cage boom guards, insulating links, or proximity warning devices on cranes that will be working adjacent to power lines. These devices shall not alter the requirements of any other regulation of this part - even if such device is required by law or other regulation. Insulating links shall be capable of withstanding a 1-minute dry low frequency dielectric test of 50,000 volts, alternating current (EM 385-1-1, Section 11.E.07). Calibration records or stamped date of required manufacturer inspection of proximity warning devices shall be kept on the crane. Additionally, prior to any work commencing an Activity Hazard Analysis (EM 385-1-1, Fig.1-1) identifying and satisfying EM 385-1-1, Section 11.A.02, 11.E.03, 11.E.04 and 11.E.05 requirements shall be submitted and accepted by the Contracting Officer.

n. Emergency Alarms and Signals.

(1) Alarms. Emergency alarms shall be installed and maintained on all floating plant requiring a crew where it is possible for either a passenger or crewman to be out of sight or hearing from any other person. The alarm system shall be operated from the primary electrical system with standby batteries on trickle charge that will automatically furnish the required energy during an electrical system failure. A sufficient number of signaling devices shall be placed on each deck so that the sound can be heard distinctly at any point above the usual background noise. All signaling devices shall be so interconnected that actuation can occur from at least one strategic point on each deck.

(2) Signals.

(a) Fire Alarm Signals. The general fire alarm signal shall be in accordance with paragraph 97.13-15b of the Coast Guard Rules and Regulations for Cargo and Miscellaneous Vessels, Subchapter I, Part 97, 1 Oct 92 (CG 257).

(b) Abandon Ship Signals. The signal for abandon ship shall be in accordance with paragraph 97.13-15 (c through e) of the reference cited in (a) above.

(c) Man-Overboard Signal. Hail and pass the word to the bridge. All personnel and vessels capable of rendering assistance shall respond.

## **15. TRAFFIC CONTROL**

- a. Unless otherwise directed, the Contractor shall keep the existing roads and parking lots open to all traffic while performing the required work. The Contractor shall keep the portion of the project being used by traffic in such condition that traffic will be adequately accommodated. Construction work that requires disruption of traffic will be accomplished during other than normal duty hours as directed and approved by the Contracting Officer.
- b. The Contractor shall furnish, erect and maintain barricades, cones, warning signs, delineators, and flag persons in accordance with the State of Louisiana Department of Transportation and Development safety requirements and any local requirements.
- c. Flag persons shall wear either an approved uniform or vest of fluorescent orange color and an orange hard hat and be equipped with a red flap of fluorescent material or a reflective stop/slow paddle.
- d. The above traffic control devices shall be supplemented as necessary with warning lights of the kind and type specified by the Contracting Officer's representative.

## **16. ROAD CLOSURES**

Any road closures requested by the contractor shall be planned, detailed and coordinated by the Contractor. Requests for road closures shall be submitted in writing by the Contractor to the Contracting Officer's Representative at least 5 (five) working days before the planned closure. When it becomes necessary to close roads for deliveries, the contractor shall immediately put in place the necessary signs and barricades required. The signs and barricades used shall conform with the National Transportation Safety Board (NTSB) standards. These include but are not limited to begin/end construction signs, standard traffic control signs including clearly marked detours and barricades with yellow flashing caution lights. Hand painted plywood signs (or other materials) are not allowed or acceptable. Upon completion of road work, all signs and barricades shall be immediately removed and all normal traffic control devices and signs returned to their original condition. Signs and barricades shall not be left along sides of roadways.

## **17. HAZARD ANALYSIS**

A hazard analysis plan, as described in Section 1, Article 01.A.05 of the Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, dated November 2003, shall be submitted to the Contracting Officer's Representative for approval.

## **18. RIGHTS-OF-WAY**

The rights of entry for deliveries will be obtained by the Government and are provided without cost to the Contractor. The Contractor shall make its own investigations to determine the conditions, restrictions, and difficulties, which may be encountered in the transportation of equipment and material to and from delivery sites. The proposed work, including rights-of-way, as defined by these specifications will be in compliance with all applicable Federal and state environmental laws and regulations. Upon completion of the Contractor's work, rights-of-way furnished by the Government shall be returned to its original condition prior to use unless otherwise noted.

## **19. UTILITIES AND IMPROVEMENTS**

The Contractor shall coordinate with utility owners to prevent damage to any utilities at the delivery points or access routes to them.

## **20. WEEKENDS, HOLIDAYS AND NIGHTS**

When the Contractor elects to work on weekends, holidays, and nights, notice shall be given to the Contracting Officer, in writing, in advance of commencement of such operations to permit suitable arrangements for inspection to be made. Adequate lighting for thorough inspection of night operations shall be provided by the Contractor at his/her own expense.

## **21. CERTIFICATES OF COMPLIANCE**

Any certificates required for demonstrating proof of compliance of materials with specification requirements shall be executed in four copies. Each certificate shall be signed by an official authorized to certify on behalf of the manufacturing company and shall contain the name and address of the Contractor, the project name and location, and the quantity and date or dates of shipment or delivery to which the certificates apply. Copies of laboratory test reports submitted with certificates shall contain the address of the testing laboratory and the date or dates of the tests to which the report applies. Certification shall not be construed as relieving the Contractor from furnishing satisfactory material, if, after tests are performed on selected samples, the material is found not to meet the specific requirements.

## **22. RETESTING OF CONSTRUCTION MATERIALS**

Unless otherwise specified, where the Technical Specifications state that tests will be performed at the expense of the Government, the cost of only the initial test will be borne by the Government. Any retesting due to failure of the materials to meet the requirements in the initial test or any retesting requested by the Contractor shall be performed at the Contractor's expense. The retests shall be at laboratories approved by

the Contracting Officer. The costs of retests made at Government laboratories will be deducted from the total amount due the Contractor.

## **23. PROTECTION OF MATERIAL AND WORK**

The Contractor shall at all times protect and preserve all materials, supplies and equipment of every description (including property which may be Government-furnished or owned) and all work performed. All reasonable requests of the COR to enclose or specially protect such property shall be complied with. If, as determined by the COR, material, equipment, supplies and work performed are not adequately protected by the Contractor such property may be protected by the Government and the cost thereof may be charged to the Contractor or deducted from any payments due him.

## **24. ENCOUNTERING HAZARDOUS MATERIALS**

a. The Contractor shall bring to the COR's attention any previously unknown material suspected of being hazardous, encountered during execution of the Task Order work. The COR will determine whether the Contractor shall perform tests to determine if the material is hazardous.

b. The COR may determine that a test outside the scope is required to be performed by the Contractor, not otherwise required by the Task Order. If the material is found to be hazardous and if the COR determines that the Contractor shall take additional measures to remove or abate the materials, not otherwise required by the Task Order; then the COR shall request that the Contracting Officer issue a modification pursuant to FAR 52.243-4, "CHANGES," section 00700, subject to an equitable adjustment under the provisions of the Clause.

## **25. POST AWARD AND PREWORK CONFERENCES**

a. The Contractor's key project management personnel shall be required to attend a Post Award conference at the installations, to be conducted by the COR to review standard contract administration procedures, local installation standard procedures regarding safety, security, airfield precautions, local permits, etc.

b. Particular Task Orders may involve the need for Task Order specific Prework Conferences, in addition to standard joint meetings between the COR and the Contractor as necessary to review weekly progress, Contractor Quality Control meeting, etc.

## **26. ENVIRONMENTAL PROTECTION**

The work covered by this section consists of furnishing all labor, materials and equipment and performing all work required for the prevention of environmental pollution during, and as the result of construction operations under this contract except for those

measures set forth in other Technical Provisions of these specifications. For the purpose of this specification, environmental pollution is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to man; or degrade the utility of the environment for aesthetics, cultural, historical, or recreational purposes. The control of environmental pollution requires consideration of air, water, and land, and involves noise, solid waste-management and management of radiant energy and radioactive materials, as well as other pollutants.

## **27. STATE TAXES**

a. The proposal submitted in response to this Request for Proposal (RFP) shall not include any amount whatever for payment of any of the following taxes, fees or charges:

(1) The Louisiana "Severance Tax" imposed by LSA R.S. 47:631 and made applicable to the dredging of fill material from rivers and bodies of water within the State of Louisiana by the Severance Tax Regulations promulgated by the Collector of Revenue dated 31 March 1968.

(2) Any amounts claimed by the Louisiana Department of Wildlife and Fisheries for the privilege of removing fill from the water bottoms of the State of Louisiana.

b. If the Contractor is required to pay or bear the burden of any tax, fee, or charge described in paragraphs a(1) and/or a(2) above, the contract prices shall be increased by the amount which the Contractor is required to pay to the State of Louisiana; provided, however, that no increase in contract price shall be made for any liability the Contractor may incur as a result of his/her fault or negligence or his/her failure to follow the instructions of the Contracting Officer (CO).

c. The Contractor shall promptly notify the Contracting Officer of all matters pertaining to taxes, fees, or charges as described herein which reasonably may be expected to affect the contract price and shall at all times follow the directions and instructions of the Contracting Officer in regard to the payment of such taxes, fees, or charges.

d. Before any increase in contract price becomes effective in accordance with the provisions of this clause, the Contractor shall warrant in writing that no amount of such taxes, fees, or charges was included in the contract price as a contingency reserve or otherwise.

## **28. JOINT VENTURE BID REQUIREMENTS**

When proposing as a joint venture, all members of the joint venture must sign the SF 1442 and the bid bond unless a written agreement by the joint venture is furnished with the proposal designating one firm with the authority to bind the other member(s) of the joint venture. In addition, a copy of the joint venture agreement must be submitted with the proposal\*. Failure to comply with the foregoing requirements may render the proposal as non-responsive.

\*For 8(a) procurements, a copy of the joint venture agreement must be submitted with the proposal. Award will be contingent upon SBA's approval of the joint venture agreement.

## **29. OFFEROR'S PROPOSAL**

The offeror will be required to perform in accordance with the provisions of its final proposal which is accepted by the Government. The proposal will have the same force and effect as if incorporated into this contract.

**END OF SECTION**

PROMPT PAYMENT CERTIFICATION AND SUPPORTING DATA FOR CONTRACTOR PROGRESS PAYMENT INVOICE

Contractor Name and Address	Contract No.	Est. No.	Date	Discount Terms
Description and Location of Work	Designated Contractor Official and Address for Payment		Defective Invoice Notification (Name, Title, Telephone)	
Subcontractor Name	Total Amount Subcontracted	Subcontractor Amount Included This Payment Est	Previous Subcontractor Payments	Subcontractor Earnings Deducted by Contractor (Total to Date)
				<div style="text-align: right;">             _____              \$           </div>

hereby certify, to the best of my knowledge and belief, that:

- (1) The amounts requested are only for performance in accordance with the specifications, terms and conditions of the contract;
- (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code; and
- (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

\_\_\_\_\_  
 (NAME)  
 (TITLE)

\_\_\_\_\_  
 (DATE)

**ACCIDENT PREVENTION PROGRAM**  
**ADMINISTRATIVE PLAN (See Safety Manual EM385-1-1 Pages 2,3,4 & App A**  
**Accepted copy must be at work site!**

1. Contractor	2. Contract Name & No.	3. Date
4. Project Superintendent	5. Shift/day	5a. Hours/shift
		5b. Maximum employees/shift
5c. Describe major scope of work and location!		
-----		
6a. TRAINING - List subjects to be discussed with employees in safety indoctrination.		
-----		
6b. TRAINING - List mandatory training and certifications which are applicable to this project (e.g., explosive actuated tools, confined space entry, crane operator, diver, vehicle operator, boat captains etc.)		
-----		
6c. List major equipment i.e. cranes, dozers, vessels etc.		
-----		
6d. List special equipment i.e. radioactive equipment(Moisture Density Gage) etc.		
-----		
7. Responsibility & Authority - Who is responsible for safety?		
Project:	Corporate:	Line of Authority?
8. Who will conduct safety inspection?	8a. How	8b. When
9a. Is safety & health policy attached?	9b. Is safety program attached?	9c. Day & hour weekly safety meeting



On a separate sheet submit your proposed layout of temporary buildings and facilities (including subcontractors) and traffic patterns including access roads, haul roads, R.R.s. utilities, etc.

The \_\_\_\_\_ will pursue a positive program of  
(Company)  
training, inspections and hazard control throughout the term of this contract. Mr./Ms. \_\_\_\_\_  
\_\_\_\_\_ has the responsibility and authority for enforcing them.

\_\_\_\_\_  
C.O.R. Signature and Date

\_\_\_\_\_  
Contractor's Signature and Date

Revised 2003

## ACCIDENT PREVENTION PLAN CHECKLIST

**ADMINISTRATIVE SECTION (Forms must be submitted (7) days prior to work starting for reviewing)**

<b>LOCATION:</b>	<b>DATE:</b>		
<b>CONTRACT:</b>	<b>SIGNATURE:</b>		
<b>Please check and submit copies of the following items that are applicable. See Safety Manual EM385-1-1 page 2,3,4 and App A</b>	<b>YES</b>	<b>NO</b>	<b>Location in Plan</b>
1 Statement of safety and health policy			
2 Identification & accountability of personnel responsible for accident prevention			
3 Means for coordinating and controlling work activities of contractors, subcontractors, and suppliers.			
4 Responsibilities of subcontractors in effecting the requirements of the accident prevention plan			
5 Plans for safety indoctrination and continued safety training			
6 Provisions for frequent safety inspections of work sites, material, & equipment to ensure compliance with accident prevention plan and safety manual			
7 Means of recording (in inspection reports) identified safety and health deficiencies.			
8 Measures, timetable and INDIVIDUAL responsible for correction of deficiencies listed above.			
9 Procedures for follow-up inspections to ensure correction of deficiencies			
10 Responsibility for investigating and reporting accidents; reporting exposure			
11 Responsibility for maintaining accident and exposure data, reports, and logs			
12 Emergency response capabilities to minimize the consequences of accidents or natural disaster			
13 Contingency plans for severe weather, e.g., windstorms, flooding, tornadoes, marine storms, etc.			
14 Plans for maintaining job cleanup and safe access			
15 Public safety requirements (e.g., fencing, signs)			
16 Local requirements which must be addressed			
17 Prevention of alcohol and drug abuse on the job			
18 Plans for a hazard communication program			
19 Written program for the control of hazardous energy (Lockout/Tagout)			
20 Dive plans submitted to safety.			
21 List of trained/designated equipment operators.			
22 Copy of annual crane/derrick certification and a list of licensed crane operators.			
23 Written safety plans for the pit and dumping areas.			
24 Health Submittals must be reviewed by a qualified contractor employee (Industrial Hygienist) prior to COE's reviewing!			

**ACCIDENT PREVENTION PROGRAM**

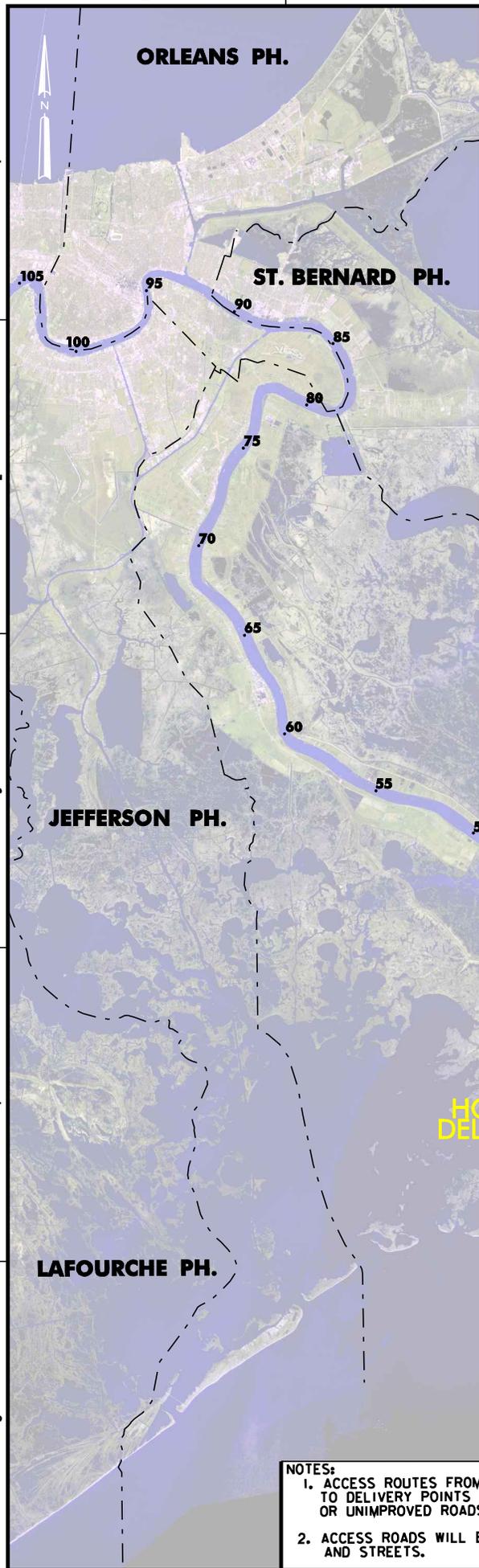
**HAZARD ANALYSIS (See Safety Manual Page 2,3,4 & App A)**

1. Contract No.	2. Project	3. Facility
4. Date	5. Location	6. Estimated Start Date
7. PRINCIPAL STEPS	8. POTENTIAL HAZARDS	9. RECOMMENDED CONTROLS
10. EQUIPMENT TO BE USED	11. INSPECTION REQUIREMENTS	12. TRAINING REQUIREMENTS

13. Contractor Signature and Date:

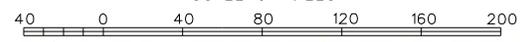
14. Report discussed with contractor/superintendent on \_\_\_\_\_





**VICINITY MAP**

SCALE OF MILES



**DELIVERY LOCATIONS**

**PLAQUEMINES PH.**

**HOMEPLEASE DELIVERY AREA**

**BURAS DELIVERY AREA**

**FORT JACKSON DELIVERY AREA**

**NOTES:**

1. ACCESS ROUTES FROM PUBLIC STREETS AND HIGHWAYS TO DELIVERY POINTS MAY BE ON IMPROVED GRAVEL, OR UNIMPROVED ROADS FOR SHORT DISTANCES.
2. ACCESS ROADS WILL BE PROVIDED TO AND FROM PUBLIC ROADS AND STREETS.

<b>U.S. ARMY ENGINEER DISTRICT, NEW ORLEANS</b> CORPS OF ENGINEERS NEW ORLEANS, LOUISIANA			
NEW ORLEANS, L.A. <b>TASK FORCE GUARDIAN</b>			
<b>DELIVERY AREAS</b>			
DESIGNED BY: DLT	DATE: NOV 05	PLOT SCALE: 1" = 100'	PLOT DATE: X
DRAWN BY: DLT	CHECKED BY: DLT	ADD FILE DELIVERY AREAS.DGN	FILE NO. X
SUBMITTED BY:	SOLICITATION NO. W912P8-06-R-0059	DWG. 1	OF 1