

SECTION C

DESCRIPTION/SPECIFICATIONS

Statement of Work:

The EA/EIS shall:

- A. Include an introduction, including purpose of the EIS, need for the proposed action, and description of the proposed project;
- B. Describe existing conditions and environmental impacts resulting from the proposed project and related to the physical environment, including topography, geology, soils, mineral resources, hydrology, ecology, meteorological conditions, air and noise quality and to the cultural environment, including population, employment, housing, land use, zoning, transportation, utilities, and community;
- C. Describe unavoidable adverse impacts, and mitigation;
- D. Describe the relationship between the local short-term uses of the human environment and the maintenance and enhancement of long-term productivity;
- E. Describe potential, alternative courses of action (including no action) and their impacts;
- F. Analyze the unavoidable commitment of resources required to complete the proposed project;
- G. Discuss the public awareness of the proposal; list the agencies, groups, and individuals consulted during the environmental review process and public comments;
- H. Provide documentary support for all of the above;
- I. Set the analysis of alternatives against the base alternative of "no action".

2. Work Elements

These several work elements shall be considered as a basic guide to preparing the EA/EIS. The Draft and Final EIS and the EA shall include all necessary information and analyses based upon professionally accepted standards for documents of this type.

Classes of PBS Actions as defined in GSA Order PBS P 1095.4B, July 24, 1985, Chapter 2 Nos. 1-4, and Indicators of Significance, Chapter 2 No. 5, shall be used to assist GSA and the Contractor in the determination of a need to prepare an EA and/or an EIS. In all cases, GSA shall make the final decision as to whether or not there is a need for environmental review of the proposed actions.

The documents prepared shall include, but not be limited to:

- A. Collection and analysis of all pertinent data;
- B. Identification of short- and long-term impacts;
- C. Definition and discussion of potential primary impacts;
- D. Categorization of potential impacts by geographical area (i.e., on site, immediate vicinity, etc.);
- E. Comparative analysis of the alternative courses of action.

The final product of the Contract will be a detailed analysis of all potential environmental impacts that reasonably can be expected to occur as a result of the proposed project. Measures to neutralize or eliminate adverse impacts of the proposed project shall be discussed in detail. Potential adverse impacts which cannot be reasonably avoided shall be discussed in detail, along with measures to mitigate these impacts.

3. Use of Existing Information

Existing information shall be fully utilized in order to avoid duplication of previous research that may be pertinent to the proposed project. On the date of the award of the contract, GSA will furnish the contractor with all known pertinent data and documents; however, such data is extremely limited. The contractor shall be solely responsible for accessing and utilizing all non-GSA sources which are relevant to the proposed project.

4. Collection of Empirical Data

The use of various analytical models by the contractor in assessing the environmental impacts arising from the proposed action will necessitate the establishment of a data baseline.

Existing data available from Federal, state, and local government agencies shall be used whenever possible, assuming that the data is widely considered as accurate and extant. It shall be the sole responsibility of the contractor to obtain all information necessary for the full, accurate, and timely completion of the contract. The contractor shall also be responsible for thoroughly reviewing and assessing the validity of previously generated data and shall provide a complete detailed description of the methodology used in this regard. The contractor shall institute a professionally acceptable program of empirical research and data collection in those areas where data does not exist, is insufficient for thorough analysis, or is deemed as obsolete.

It is important that the data assembled from all sources is as comprehensive as possible, based on professionally accepted standards. The data should include, but not be limited to:

A. Existing traffic and parking patterns, and proposed plans for official, visitor and employee parking associated with the proposed action;

- B. Availability of required utilities and services which are needed to support a facility of the size and type proposed;
- C. Demographic and socioeconomic data pertinent to the proposed project;
- D. Employment and commercial activity data covering the project area;
- E. Impact on the real estate market;
- F. Data on the physical environment, including ecology, geology, and seismology;
- G. Data relating to local land use regulations and local land use plans;
- H. Data relating to historic preservation and the potential impacts of the proposed project;
- I. Data relating to potential archaeological impacts within the site of the proposed project;
- J. Water management plans and flood plain studies;
- K. Highway and transit capacity analysis, based upon projected volumes for the area, as well as planned transportation improvements which could possible affect the accessibility of the area.
- L. Data relating to NAAQS and the impact of the proposed project.

In addition, the contractor shall ensure that all documents prepared under this contract will enable GSA to comply fully with all provisions of Section 106 of the National Historic Preservation Act of 1966, as amended (see 36 CFR 800, et. seq.).

5. Recommended Outline of the EIS

In preparing the EIS, the contractor will follow the outlines contained in the GSA Order PBS P 1095.4B, July 24, 1985. The final format of the document will be determined by the COR after consulting with the contractor.

6. Additional Studies

The contractor shall provide the following additional services upon request: Environmental Checklists, Environmental Site Assessments, Cultural Resource Studies (as required by the National Historic Preservation Act of 1966, as amended, including Phase 1 Surveys, Phase 2 Evaluations, Phase 3 Mitigations, and research designs), Traffic Studies, Parking Studies, Site Selection Studies, Archaeological Evaluations, Community Studies, and other environmental studies as necessary.

SECTION D PACKAGING AND MARKING

PACKAGING AND MARKING

1. PAYMENT OF POSTAGE - All costs incurred by the EIS/EA contractor for postage required for performance of this contract shall be paid by the EIS/EA contractor.
2. MARKING - All information submitted to the Contracting Officer or the Contracting Officer's Representative shall clearly indicate the contract number of the contract for which the information is being submitted.

SECTION E - INSPECTION AND ACCEPTANCE

52.246-4 INSPECTION OF SERVICES-FIXED PRICE (FEB 1992)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, without additional charge, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that

is directly related to the performance of such service or (2) terminate the contract for default.

(END OF CLAUSE)

SECTION F - DELIVERIES OR PERFORMANCE

The contractor shall submit all materials required hereunder to the COR in accordance with the following schedule. All times are in calendar days, and refer to the date by which the Contracting Officer must receive the deliverable.

1. Draft Environmental Impact Statement A. Participation in scoping process Within 30 days of Notice to Proceed B. Preliminary Draft EIS

(5 Copies) Within 90 days of Notice to Proceed C. Review by GSA

(After receipt of Prelim. DEIS) 7 days D. Camera-ready Draft EIS (1 copy) Within 14 days of approval of prelim. DEIS E. Review by GSA 7 days F. One hundred and fifty (150) copies of approved Draft EIS Within 14 days of approval of camera ready copy G. Participation in public hearing; incorporate comments into FEIS Between 45 & 60 days following publication in the Federal Register 2. Final Environmental Impact Statement A. Proposed Final EIS (FEIS) 45 days after close of DEIS comment period B. Review by GSA 7 days C. Camera ready Final EIS (1 Copy) 7 days D. Review by GSA 7 days E. One hundred and fifty (150) copies of approved Final EIS Within 14 days of Approval of camera ready copy

It is emphasized that prompt delivery of the items listed above is essential to the performance of this contract.

In accordance with the schedule provided, the time period for completion of a submission shall begin on the date that the contractor receives approval of the

previous submission, regardless of whether the full GSA review period has elapsed.

Some submissions may be approved with the reservation that GSA comments regarding that submission be incorporated into the subsequent submission. If these comments are not complied with, the document submitted will be returned without further review. Each submission after the first shall be accompanied by a letter noting the GSA comments and explaining how each was resolved. In the event that a submission is not acceptable and is sent back to the contractor for revision, GSA will have additional time to review the subsequent revised submission.

After the camera-ready copy of the Final EIS has been fully reviewed, the contractor shall make any additional corrections required by GSA.

In order to expedite the review process, the contractor shall notify the COR at the time of completion of significant subsections of each document. The COTR may then request that three (3) copies of the completed segments be submitted for review and comment. These interim reviews will not replace the review periods outlined in Sections One and Two. The contractor shall be required to assist the COTR by ensuring that all work can be reviewed easily. All GSA comments shall be incorporated whether they are from interim or formal reviews.

In addition, GSA shall have the right to review any ongoing work after giving reasonable notice to the contractor.

At the request of the contractor, the schedule of submissions may be extended in the event that performance is delayed by circumstances beyond the control of, and without fault or negligence on the part of, the contractor, as determined by the Contracting Officer.

SECTION G - CONTRACT ADMINISTRATION DATA

CONTRACT TERM

OPTION(S)

SUBMISSIONS

WORK ORDERS

MINIMUM/MAXIMUM CONTRACT AND ORDER LIMITATION

CONTRACT STAFF REQUIREMENTS

RELEASE OF INFORMATION

TRAVEL

UNREASONABLE FAILURE TO AGREE

RELEASE OF CLAIMS

PAYMENT SCHEDULE

INVOICE

1. CONTRACT TERM

Work Orders under this contract may be issued by the Contracting Officer at any time within the one (1) year period or option periods, if exercised, of this contract, provided that the total Maximum Limitation is not exceeded. Actual performance of work may extend beyond the one (1) year period or exercised option periods.

In accordance with the clause entitled "52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989)", the term of this contract may be extended for four (4) additional one (1) year periods.

2. OPTION(S)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to contract expiration date for the base year, as well as, any options indicated thereof; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days

before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercised this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

3. SUBMISSIONS

(a) Each work order will establish a schedule for submissions. Failure by EIS or EA contractor to diligently prosecute the work to meet the required delivery dates is ground to contract termination under FAR clause 52.249-8, DEFAULT (Fixed-Price Supply and Service)

(b) The completion dates may be extended if performance is delayed due to caused beyond the control and without the fault or negligence of the contractor as determined by Contracting Officer.

4. WORK ORDERS

(a) The sole ordering activity for this contract shall be the Contracting Officer within the General Services Administration, Region 2, Design and Construction Contracts Branch, 2PPC.

(b) As projects arise, the Government shall issue the Contractor a request for proposal, with all project requirements.

(c) The EIS/EA contractor shall submit a proposal for performing required services described under each work order.

(d) If agreement is reached on the services to be performed, the fee, and the time for completing the work, a work order shall be executed.

(e) Upon receipt of such Work Order, the EIS/EA contractor shall promptly contact the Contracting Officer's Representative. Each Work Order will indicate the Contracting Officer's Representative delegated for that project.

(f) No services shall be performed under this contract until a written Work Order is issued by the Contracting Officer reflecting the total number of hours by disciplines for services required and as agreed to by the EIS/EA contractor and the Contracting Officer.

(g) Each Work Order shall reference the contract number and shall identify the project for which the work is required under the Work Order.

5. MINIMUM/MAXIMUM CONTRACT AND ORDER LIMITATION

(a) The Government's intended order(s) and the EIS/EA contractor's obligation is to furnish services under the contract as a whole, is as follows:

The maximum limitation shall not exceed 125 percent of the total evaluation offer price; the minimum limitation shall be at least 10 percent of the evaluated offer price.

(b) All services required under an authorized Work Order shall be obtained from the EIS/EA contractor at the applicable unit price (s) or hourly rate(s) established by this contract, whatever quantities required except, that quantities ordered shall not exceed the ordering limitation established for this contract. Hourly wage rates will be adjusted only when and as required by law.

(c) Work Orders issued during the effective period of this contract and not completed within the time specified in the Work Order and the rights and obligations for the EIS/EA contractor and the Government respecting these orders shall be in accordance with the terms of this contract to the extent as if the work had been completed during the 12 month period of this contract. Actual

performances of work may extend beyond the one year period or exercised option years.

(d) The total estimated hours for this contract are shown on pages 7-11 . No guarantee is given that any specific quantity will be purchased except as noted in paragraph (a) above.

6. CONTRACT STAFF REQUIREMENTS

The EIS/EA contractor shall employ only those professional personnel identified in its Technical Proposal to perform the services required under this contract. Substitution may not be made without the approval of the Contracting Officer. The Contracting officer shall have the right to disapprove the utilization of any personnel proposed by the contractor who do not meet the qualifications specified in the contract. In addition, the Contracting Officer shall have the right to require the EIS/EA contractor to remove and replace any personnel for cause such as, but not limited to, insubordination, carelessness or incompetence.

7. RELEASE OF INFORMATION

The EIS/EA contractor may not disseminate any information concerning the specific projects without special written approval of the Contracting Officer.

8. TRAVEL

Travel required in connection with a work order is to be included in the detailed cost breakdown, when the EIS/EA contractor submits a proposal for the order. Travel costs shall not exceed allowable costs provided in FAR 31.205-46, Travel Costs, and Federal Travel Regulations.

9. UNREASONABLE FAILURE TO AGREE

If, in the opinion of the Contracting Officer, the EIS/EA contractor has unreasonably failed to agree during negotiations to the level of effort, price, or other terms and conditions for work orders, the government may terminate the contract under FAR Clause 52-249-8 Default (Fixed-Price Supply and Service)

10. RELEASE OF CLAIMS

Before the final (last) payment is made, the contractor shall furnish the Contracting Officer with a release of all claims arising as a result of this contract against the Government, other than claims in stated amounts as may be specifically excepted by the contractor from the operation of the release. If the contractor's claim to amounts payable under the contract has been assigned under the Assignment of Claims Act of 1940, as amended (31 U.S.C. 203, 41 U.S.C. 15), a release may also be required of the assignee.

CONTRACT ADMINISTRATION DATA

11. PAYMENT SCHEDULE:

A. Payment will be made according to the following schedule:

Milestone Price Paid

1. Approval of Prelim. Draft EIS. 25%
2. Completion of mailing of DEIS 20%
3. Approval of Proposed Final EIS 25%
4. Completion of mailing of FEIS 20%
5. Execution of Release of Claims 10%

and receipt of all originals and

administrative record.

12. INVOICE

The Contractor shall submit all invoices for services rendered to:

General Services Administration
D&C Contracts Branch (2PPC)
26 Federal Plaza - Rm 1611
New York, NY 10278

SECTION H - SPECIAL CONTRACT REQUIREMENTS

1. Progress Reports

Monthly progress reports shall be submitted to the COR beginning one month from the date of the Notice to Proceed. The monthly reports shall be concise, factual, and informal, and include, but not be limited to:

- A. Work accomplished during the period of the report;
- B. A description of the overall progress, including data, in sufficient detail to explain the progress achieved;
- C. A description of the current problems that may impede performance, along with the proposed corrective actions;
- D. A description of the work to be performed during the next reporting period.

2. Mailings to Third Parties

The contractor shall provide appropriate envelopes and postage for all mailings under this contract. GSA shall review and approve all mailing lists before the documents are mailed. The contractor shall be responsible for assembling

documents and preparing them for mailing. The contractor shall also be responsible for preparing all mailing lists; updating those lists as necessary; preparing mailing labels and/or envelopes; and assuring that all mailings are timely, accurate, and inclusive of all required materials. GSA shall prepare and issue, with the assistance of the contractor, all required announcements to appropriate news media and the Federal Register.

3. Drawings, Reports, and Publications

All drawings, reports, publications, notes, and other works developed and submitted in the performance of this contract shall become the property of the Government and the Government shall have unlimited rights to their use, including the right to use same without additional compensation to the contractor. The contractor hereby grants to the Government a paid-up license to all such works to which he may assert or establish any claim under design patent or copyright laws. The Government shall be considered the "person for whom the work was prepared" for the purpose of authorship in any copyrightable work under Section 201 (b) of Title 17, United States Code. With respect thereto, the contractor agrees not to assert or authorize others to assert any rights nor establish a claim under the design patent or copyright laws. Unless otherwise provided in this contract, the contractor may retain copies of such works and has full rights to use their contents - under the contractors liability.

4. Contractor Services

The contractor shall furnish the necessary personnel, materials, services, equipment, facilities, and otherwise do all other things necessary for and incident to the performance of the work specified in Section B in a manner consistent with accepted professional standards.

The contractor shall be responsible for providing two copies of a verbatim transcripts of the official proceedings of all public meetings held in conjunction with this contract.

Specific minimum services to be provided by the contractor shall include the following documents:

A. Draft Environmental Impact Statement

1. The contractor shall assist GSA in the preparation for and, conduct of public scoping meetings to be scheduled within 30 days of Notice to Proceed. The contractor shall recommend parties who should be issued invitations and shall prepare invitations on behalf of GSA, subject to review and approval by the COR. In addition, the contractor shall, in conjunction with GSA, prepare an agenda and project summary or distribution at the meetings. Additional assistance for the preparation and conduct of scoping meetings may be requested by the Contracting Officer.

2. The Draft EIS shall analyze the impact of the proposed action, regardless of the final location of the building.

3. The contractor shall submit five (5) copies of a preliminary Draft EIS.

4. After GSA reviews and comments on the Preliminary Draft EIS, the contractor shall submit one camera-ready copy of the Draft EIS, incorporating comments made by GSA. The contractor shall print sufficient copies of this submission. A mailing list of proposed recipients of the Published Draft EIS will be approved by GSA prior to mailing. It shall be the sole responsibility of the contractor to ensure that the Draft EIS is mailed to all parties (including attendees at the Scoping Meetings) who have requested a copy, as well as those who are required to receive one under NEPA regulations. GSA will provide an appropriate transmittal letter on GSA letterhead for inclusion with the mailings.

5. The contractor shall be responsible for printing the Draft EIS and consulting with the printer to ensure quality reproduction of all materials. If additional copies are needed, they shall be provided by the contractor at their exact printing cost.

6. The contractor will be responsibly for publishing the Draft E.I.S. Notice of Availability in appropriate general circulation local newspapers.

7. Mailing of the completed Draft EIS shall be coordinated with the publication of the Notice of Availability in the Federal Register.

8. GSA shall be responsible for the publication of the Notice of Availability in the Federal Register.

9. During the public review and comment period following publication of the Notice of Availability of the Draft EIS in the Federal Register, the contractor shall consult with the COR in determining which responses are substantive and must be addressed in the Final E.I.S.

B. Final Environmental Impact Statement

The contractor shall be responsible for complete analysis of all significant new issues raised as a result of the DEIS review process.

1. The Final EIS shall analyze the impact of several proposed sites; a list of these will be provided by GSA after completion of the Draft EIS. None of the proposed site locations shall be disclosed to any party prior to publication of the Final EIS, unless GSA issues a written notice to the contrary.

2. The contractor shall submit five (5) copies of the proposed Final EIS for GSA review.

3. GSA reviews and comments on the proposed FEIS, the contractor shall submit one camera-ready copy of the FEIS, incorporating comments made by GSA. The

contractor shall print sufficient copies of this submission. A mailing list of proposed recipients of the FEIS will be approved by GSA prior to mailing. It shall be the sole responsibility of the contractor to ensure that the FEIS is mailed to all parties who have requested a copy, as well as those who are required to receive one under NEPA regulations. GSA will provide an appropriate transmittal letter on GSA letterhead for inclusion with the mailings.

4. The contractor shall be responsible for printing the FEIS, ensuring quality reproduction of all materials. If any additional copies are necessary, they shall be provided by the contractor at their exact printing cost.

5. The Contractor will be responsible for publishing the FEIS Notice of Availability in appropriate general circulation local newspapers.

6. Mailing of the completed Draft EIS shall be coordinated with the publication of the Notice of Availability in the Federal Register.

7. -GSA shall be responsible for the publication of the Notice of Availability in the Federal Register.

5. Submission Requirements

All documents shall be prepared on 8 1/2 x 11 inch bond paper and bound in a manner agreed upon by the contractor and COR. A cover page design for the proposed Draft and Final EIS's shall accompany each of those documents for approval by GSA. In the event that photographs are used in any of the documents covered by this contract, the contractor shall submit one copy of all photographs, along with the corresponding negatives separate from the published document.

SECTION L

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFEROR

A. GENERAL.

The instructions below provides guidance for the preparation and submission of proposals and to establish format and specific content of each proposal to assure its completeness and suitability for evaluation purposes.

All offers must be in writing. Telephone and telegraphic offers will not be accepted.

Proposals must set forth full, accurate and complete information as required by this solicitation. The penalty for making false statements in proposals is prescribed by 18 U.S.C. 1001.

B. PROPOSAL PREPARATION.

1. Proposal Arrangement: Each proposal shall consist of three physically separate volumes individually titled and numbered as stated below. The required number of copies for each volume is also shown below.

Volume No.	Volume Title	No. of Copies
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I	Offer and Other Documents	Three Copies
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II	Technical Proposal	Three Copies
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III	Price Proposal	Three Copies
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Volumes I, II, and III are to be placed in separate sealed envelopes and clearly labeled externally as to the contents (i.e., Volume I - Offer and Other Documents, Volume II Technical Proposal, Volume III - Price Proposal). In addition, each of the three separate envelopes must have the external markings "Solicitation No.: GS-02P-93-CUD-0093(N)" and the offeror's name written on to it. The three separately sealed envelopes are to be placed into ONE sealed package with an identifying sticker affixed to the outside of your submission package. The identifying sticker can be found in the front of this RFP.

2. Contents of "Volume I - Offer and Other Documents" shall consist of:

i) One copy of the "Solicitation, Offer and Award", Standard Form 33, with items 12 through 18 completed.

ii) One copy of Section K, "Representations and Certifications", GSA Form 3503, completed.

IMPORTANT: All copies of the SF-33 and GSA Form 3503 must contain original ink and pen signatures.

3. Contents of "Volume II - Technical Proposal" shall consist of the two technical evaluation factors in the exact order and format specified on pages 262 through 266 .

4. Contents of "Volume III - Price Proposal" shall consist of pricing information required to be completed in Section B, Supplies or Services and Prices/Costs.

B. SUBMISSION.

1. Proposal package shall be submitted to:

General Services Administration
Business Services Center (2ADB)
26 Federal Plaza - Rm. 112
New York, NY 10278

2. Proposal must be received no later than:

Time: 4:30 P.M. Local Time

Date: April 27, 1994

TECHNICAL EVALUATION FACTORS

1. EXPERIENCE AND PAST PERFORMANCE ON SIMILAR PROJECTS

This section should include sufficient information to identify and describe the offeror's previous experience. The Government will contact individuals and firms for which the offeror has performed services to evaluate the offeror's experience and past performance record.

The following information is to be provided in narrative form for every project referenced in paragraph A and B below:

- Name and location of project
- Owner's name, address, telephone number, and contact person
- Description of the project
- Project's time frame
- Dollar value of your contract
- Offeror's role, responsibility and duties on the project

When describing and referencing prior projects performed, those offerors submitting their proposal under a prime-subcontractor relationship or under a joint-venture agreement must clearly state what was performed by each member of the team.

A) General. Offerors shall submit one (1) sample of a completed Environmental Impact Statement (EIS) and one (1) completed Environmental Assessment (EA) and provide summaries of no less than seven (7) completed EISs and seven (7) completed EAs performed within the last five years which are similar to the proposed GSA services. Experience is considered to be similar if the EIS and EA were conducted in accordance with the National Environmental Policy Act (NEPA) for the construction of an institution or office building of at least 50,000 square feet.

B) Specific Environmental Services. By referencing prior projects, the Offerors shall provide in narrative form a synopsis of their last five (5) years of experience in each of the sixteen (16) Specific Environmental Services which follows this paragraph. Experience in these areas should ideally be within the context of an EIS or EA conducted in accordance with the National Environmental Policy Act (NEPA) for the construction of an institution or office building for the Federal Government. Experience with similarly complex projects for state and local governments or the private sector will also be considered.

1. AIR QUALITY ISSUES. Experience in analyzing air quality issues, their over all impact on the surrounding area and project, and mitigation techniques.

2. ARCHEOLOGICAL ISSUES. Experience in analyzing archeological issues, their over all impact on the surrounding area and project, and mitigation techniques. In addition, experience with researching and testing for archeological remains and preparing evaluations based upon this information.

3. CULTURAL RESOURCE ISSUES. Experience preparing Cultural Resource Studies and overall experience with the compliance requirements of Section 106 of the Historic Preservation Act.

4. ECONOMIC IMPACT ISSUES. Experience in determining the economic impact of a project on a community's local economy and tax base.

S. HAZARDOUS MATERIAL ISSUES. Experience in analyzing hazardous material issues and their over all impact on the surrounding area and project, and mitigation techniques.

6. HISTORIC BUILDINGS PRESERVATION AND DISTRICTS. Experience in analyzing issues and problems associated with historic buildings preservation, renovation, and restoration; and your experience in analyzing the impact of new construction in/or near historic districts.

7. MICRO CLIMATIC ISSUES. Experience in analyzing micro climatic issues (including wind and shadow issues), their overall impact on the surrounding area and project, and mitigation techniques.

8. NOISE ISSUES. Experience in analyzing noise issues, their over all impact on the surrounding area and project, and mitigation techniques.

9. SOCIOLOGICAL ISSUES. Experience in analyzing issues and problems associated with determining the sociological impact of a project.

10. SUBURBAN AND RURAL ISSUES. Experience in analyzing suburban and rural environmental issues and problems.

11. TRANSPORTATION AND TRAFFIC ISSUES. Experience in analyzing issues and problems associated with traffic patterns, trip generation characteristics, present and anticipated traffic volume, parking studies, mitigation techniques, transportation management plans, and ride-sharing plans.

12. URBAN ISSUES. Experience in analyzing urban environmental issues and problems.

13. WETLANDS POLICIES AND REGULATIONS ISSUES. Experience in analyzing issues and problems associated with the impact of proposed projects on wetlands and coastal zones.

14. DEVELOPING LINES OF COMMUNICATION. Experience in developing communications with local and regional planning offices, local and state government offices, State Historical Preservation Offices (SHPO's), and Advisory Council on Historic Preservation (ACHP) and your experience in preparing Memoranda of Agreement.

15. DEVELOPING MASTER PLANS. Experience with preparing alternative site studies based on space requirements, site constraints, economic feasibility, environmental impacts, and political influences.

16. ENVIRONMENTAL SITE ASSESSMENTS. Experience with preparing Environmental Site Assessments to determine if there have been previous usages of the site which would indicate that it had been previously contaminated.

Minimum Requirements for Experience and Past Performance on Similar Projects:

This factor will be evaluated on a go, no-go basis. To be considered further in the evaluation process, the following minimum requirements must be met:

1. The offeror must have submitted one copy each of an EIS and EA and have had experience performing at least seven (7) EIS and seven (7) EA projects of similar complexity, nature, and size within the past five (5) years; experience is considered to be similar if the EISs and EAs were conducted in accordance with the National Environmental Policy Act (NEPA) for the construction of an institution or office building of at least 50,000 square feet for the Federal Government or for state and local governments or the private sector.
2. The majority of those interviewed must describe the offeror's past performance as satisfactory and advise that they would definitely contract with the offeror for another project to provide the same or similar services.
3. The offeror must have experience providing all sixteen (16) of the Specific Environmental Services.

Offerors that do not meet the minimum requirements will not be considered further in the evaluation process.

2. PERSONNEL

A. Identify all personnel, including those of your subcontractors, if any, proposed to perform the duties required in this solicitation and submit their resumes.

Each resume must include the following:

1. Description of duties/services the individual will be responsible for providing under this solicitation.
2. Indicate if the individual is or is not currently employed by the offeror. If not currently employed by the offeror, clearly state what kind of commitment or offer of employment has been made to assure availability of this person to the project.
3. Educational background (attach University transcripts for individuals proposed to perform as Regional Manager, Program Administrator, and Project Manager).
4. Qualifications and Experience which shows a thorough knowledge of the environmental fields that are related to the proposed individuals specific duties/services to be performed under this solicitation. Include professional affiliations and certifications, and professional awards and achievements.
5. Description of duties and responsibilities performed by the individual on the last five (5) similar projects.

B. Provide an organization chart showing all team members and any subcontractors. Show all responsibilities, authorities and lines of communications of the project team as it relates to this solicitation.

C. Describe the availability of support personnel (i.e., clerical, technical assistants, editors, computer specialist, graphic artists, researchers, etc.) that can be utilized as resources for projects under this solicitation.

Minimum Requirements for Personnel:

This factor will be evaluated on a go, no-go basis. To be considered further in the evaluation process, the following minimum requirements must be met:

1. The offeror must show that all proposed personnel meet the minimum requirements as follows:

(a) Regional Manager, Program Administrator, and Project Managers must possess a Master's Degree, from an accredited school, in planning or environmental science and possess no less than nine years of experience in environmental work, of which two (2) years must have been in the capacity as a Regional Manager, Program Administrator, or Project Manager.

(b) All other personnel must possess a Bachelor Degree in planning or environmental science, from an accredited school, and possess no less than five years of experience relating to the individuals specific duties/services they will provide under this solicitation.

2. The offeror must have the necessary staffing level as follows:

(a) The offeror must currently have on its staff no less than three (3) Project Managers.

(b) The offeror must have no less than three (3) personnel that can perform the functions of each of the fourteen (14) Job Classifications, as follows:

Geology/Soil Technician

Biology Technician

Natural Hazards Technician

Air Quality Technician

Noise Technician

Socio-Economic Technician

Land Use/Zoning Technician

Historian

Archaeologist
Cultural Resources Technician
Utilities Planner
Hazardous Waste Planner
Transportation Planner
Transportation Technician

NOTE: It is acceptable for an individual to perform in more than one job classification if the individual meets the Minimum Requirements as stated above under I(b) for those particular Job Classifications.

Offerors that do not meet the minimum requirements will not be considered further in the evaluation process.

SECTION L
SOLICITATION PROVISIONS
(Negotiated)

1. FAR 52.215-5 - SOLICITATION DEFINITIONS (JUL 1987)

"Government" means United States Government.

"Offer" means "proposal" in negotiation.

"Solicitation" means a request for proposals (RFP) or a request for quotations (RFQ) in negotiation.

2. FAR 52.215-13-PREPARATION OF OFFERS (APR 1984) - OTHER THAN CONSTRUCTION

(a) Offerors are expected to examine the drawings, specifications, Schedule, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the Schedule and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be

accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(c) For each item offered, offerors shall (1) show the unit price/cost, including, unless otherwise specified, packaging, packing, and preservation and (2) enter the extended price/cost for the quantity of each item offered in the "Amount" column of the Schedule. In case of discrepancy between a unit price/cost and an extended price/cost, the unit price/cost will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

(d) Offers for supplies or services other than those specified will not be considered unless authorized by the solicitation.

(e) Offerors must state a definite time for delivery of supplies or for performance of services, unless otherwise specified in the solicitation.

(f) Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.

3. FAR 52.215-38 - PREPARATION OF OFFERS - CONSTRUCTION (JAN 1991)

(a) Offers must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing an offer must initial each erasure or change appearing on any offer form.

(b) The offer form may require offerors to submit offer prices for one or more items on various bases, including (1) Lump sum offer; (2) Alternate prices; (3) Units of construction; or (4) Any combination of subparagraphs (b) (1) through (b) (3) of this provision.

(c) If the solicitation requires an offer, on all items, failure to do so will disqualify the offer. If an offer on all items is not required, offerors should insert the words "no offer" in the space provided for any item on which no price is submitted.

(d) Alternate offers will not be considered unless this solicitation authorizes their submission.

4. FAR 52.215-14 - EXPLANATION TO PROSPECTIVE OFFERORS (APR 1984)

Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. FAR 52.215-8 - AMENDMENTS TO SOLICITATIONS (DEC 1989)

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendment to this solicitation by (1) signing and returning the amendment, (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer, (3) letter or telegram, or (4) facsimile, if facsimile offers are authorized in the solicitation. The Government must receive the acknowledgment by the time specified for receipt of offers.

6. FAR 52.215-9 - SUBMISSION OF OFFERS (DEC 1989)

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

(d) Item samples, if required, must be submitted within the time specified for

receipt of offers. Unless otherwise specified in the solicitation, these samples shall be (1) submitted at no expense to the Government and (2) returned at the sender's request and expense, unless they are destroyed during preaward testing.

7. FAR 52.215-15-FAILURE TO SUBMIT OFFER (APR 1984)

(This provision does not apply to construction.)

Recipients of this solicitation not responding with an offer should not return this solicitation, unless it specifies otherwise. Instead, they should advise the issuing office by letter or postcard whether they want to receive future solicitations for similar requirements. If a recipient does not submit an offer and does not notify the issuing office that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

8. FAR 52.215-10 - LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF PROPOSALS (DEC 1989)

(a) Any proposal received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it--

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail or if authorized by the solicitation, was sent by telegram or via facsimile and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation;

(3) Was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or

(4) Is the only proposal received.

(b) Any modification of a proposal or quotation, except a modification resulting from the Contracting Officer's request for "best and final" offer, is subject to the same conditions as in subparagraphs (a) (1), (2), and (3) of this provision.

(c) A modification resulting from the Contracting Officer's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the Government after receipt at the Government installation.

(d) The only acceptable evidence to establish the date of mailing of a late proposal or modification sent either by U.S. Postal Service registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date and the proposal, quotation, or modification shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors or quoters should request the postal clerks to place a hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the proposal wrapper or other documentary evidence of receipt maintained by the installation.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service, "Postmark" has the same meaning as defined in paragraph (d) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or

quotes should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

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

(h) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals" Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

9. FAR 52.215-7 - UNNECESSARILY ELABORATE PROPOSALS OR QUOTATIONS (APR 1984)

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's or quoter's lack of cost consciousness. Elaborate art work, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor wanted.

10. FAR 52.215-12 - RESTRICTION ON DISCLOSURE AND USE OF DATA (APR 1984)

Offerors or quoters who include in their proposals or quotations data that they do not want disclosed to the public for any purpose or used by the Government except for evaluation purposes, shall--

(a) Mark the title page with the following legend:

'This proposal or quotation includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed -- in whole or in part-- for any purpose other than to evaluate this proposal or quotation. If, however, a contract is awarded to this offeror or quoter as a result of-or in connection with- the submission of this data, the Government shall have the right to duplicate,

use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to, this restriction are contained in sheets [insert numbers or other identification of sheets];" and

(b) Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation."

11. FAR 52.222-24 - PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW (APR 1984)

(This provision does not apply to construction.)

An award in the amount of \$1 million or more will not be made under this solicitation unless the offeror and each of its known first-tier subcontractors (to whom it intends to award a subcontract of \$1 million or more) are found, on the basis of a compliance review, to be able to comply with the provisions of the Equal Opportunity clause of this solicitation.

12. FAR 52.237-1 - SITE VISIT (APR 1984)

(Applies when services other than construction are to be performed on Government installations.)

(a) Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

13. FAR 52.247-6 - FINANCIAL STATEMENT (APR 1984)

(Applies to solicitations for transportation or for transportation-related services)

The offeror shall, upon request, promptly furnish the Government with a current certified statement of the offeror's financial condition and such data as the

Government may request with respect to the offeror's operations. The Government will use this information to determine the offeror's financial responsibility and ability to perform under the contract. Failure of an offeror to comply with a request for information will subject the offer to possible rejection on responsibility grounds.

14. 52.222-46 - EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)

(a) Recompensation of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty.

Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal

15. FAR 52.215-16 - CONTRACT AWARD

(JUL 1990) OTHER THAN CONSTRUCTION

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The Government may (1) reject any or all offers if such action is in the public interest, (2) accept other than the lowest offer, and (3) waive informalities and minor irregularities in offers received.

(c) The Government may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may be submitted for quantities less than those specified.

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

(e) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer, as provided in paragraph (d) above), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the Government.

(f) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract. However, if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished is incomplete, inaccurate, or not current.

(g) The Government may determine that an offer is unacceptable if the prices proposed are materially unbalanced between line items or subline items. An offer is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is reasonable doubt that the offer will result in the lowest overall cost to the Government, even though it may be the low evaluated offer, or it is so unbalanced as to be tantamount to allowing an advance payment.

16. FAR 52.215-16 - CONTRACT AWARD (ALT I) CONSTRUCTION (JAN 1991)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The Government may (1) reject any or all offers if such action is in the public interest, (2) accept other than the lowest offer, and (3) waive informalities and

minor irregularities in offers received.

(c) The Government may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) The Government may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the offer.

(e) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. Before the offeror's specified expiration time, the Government may accept an offer (or part of an offer, as provided in paragraph (d) above), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the Government.

(f) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract. However, if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished is incomplete, inaccurate, or not current.

17. GSAR 552.252-5 - AUTHORIZED DEVIATIONS IN PROVISIONS (JUL 1985)

(DEVIATION FAR 52.252-5)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation or variation is indicated by the addition of "(DEVIATION)" or "(VARIATION)" after the date of the provision, if the provision is not published in the General Services Administration Acquisition Regulation (48 CFR Chapter 5). The use in this solicitation of any Federal Acquisition Regulation (FAR) provision with an authorized deviation or variation that is published in the General Services Administration Acquisition Regulation is indicated by the addition of "(DEVIATION (FAR provision no.))" or "(VARIATION

(FAR provision no.))" after the date of the provision.

(b) The use in this solicitation of any General Services Administration Acquisition Regulation provision with an authorized deviation or variation is indicated by the addition of "(DEVIATION)" or "(VARIATION)" after the date of the provision.

(c) Changes in wording of provisions that are prescribed for use on a "substantially the same as" basis are not considered deviations. Therefore, when such provisions are not worded exactly the same as the FAR or GSAR provision, they are identified by the word "(VARIATION)".

MODIFICATION TO GSA FORM 3502

14. FAR 52.222-46 - EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)(This provision applies to service contracts over \$250,000)

(a) Recompensation of service contracts may in some case result in lowering the compensation (salaries and fringe benefits) paid of furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contact. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of

professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

16. FAR 52.215-16 CONTRACT AWARD (ALT 1) CONSTRUCTION (AUG 1991)
UPDATED TO AUG 1991 AND ADD PARAGRAPH (g) AS FOLLOWS:

(g) The Government may determine that an offer is unacceptable if the prices proposed are materially unbalanced between line items or subline items. An offer is materially unbalanced when it is based on prices significantly less than cost for

some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the offer will result in the lowest overall cost to the Government, even though it may be the low evaluated offer, or it is so unbalanced as to be tantamount to allowing an advance payment.

SECTION M - EVALUATION OF FACTORS FOR AWARD

1. Proposal Evaluation: An evaluation panel consisting of professional GSA personnel will be convened to review and evaluate the technical proposals. Evaluation of written technical proposals will be based on the Offeror's response to the technical evaluation factors of this solicitation.

2. Evaluation Factors: Technical Proposals will be evaluated based on the following technical evaluation factors.

1. Experience and Past Performance on Similar Projects.

2. Personnel.

3. Unacceptable Proposals: The Government may reject a technical proposal as unacceptable if the Offeror fails to submit a substantial amount of the documentation required for evaluation.

4. Price Proposal: A price for each estimated man-hours by discipline on page numbers 7 through 11 for base year and Option 1 through 4 shall be required. Failure to submit a completed price proposal will render your proposal non-responsive to this solicitation.

5. Basis of Award. The Government will make award to the Offeror submitting the lowest priced technically acceptable proposal. The Government will first review technical proposals to determine which are acceptable to the Government or could, after discussions, be made acceptable to the Government. In order to be

considered technically acceptable, the proposal must meet the minimum requirements as stated in Section L. These go, no-go factors will not be scored.

Price will be evaluated on the basis of the total estimated Price (total of the Offeror's unit price times the Government's estimated quantities for labor for the base year and first, second, third and fourth Option Years).

Price proposals of Offerors that have submitted technically acceptable proposals will be opened after the evaluation of the technical proposals.

Award for this solicitation is subject to availability of funds.

6. FAR 52.217-5 Evaluation of Options (Jul 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

NOTE: The Government may award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Offeror's best terms from a cost of price and technical standpoint as stated in GSA Form 3502 (included in this solicitation), under Clause 15, FAR 52.215-6 entitled "Contract Award (JUL 1990) Other Than Construction", paragraph (c).

52.222-24 Preaward On-Site Equal Opportunity Compliance Review.

As prescribed in 22.810(c), insert the following provision in solicitations, other than those for construction, when a contract is contemplated that will include the clause at 52.222-26, Equal Opportunity, and the amount is expected to be for \$1 million or more:

PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW (APR 1984)

An award in the amount of \$1 million or more will not be made under this solicitation unless the offeror and each of its known first-tier subcontractors (to whom it intends to award a subcontract of \$1 million or more) are found, on the basis of a compliance review, to be able to comply with the provisions of the Equal Opportunity clause of this solicitation.

(End of provision)

(R 7-2003.14(a) 1970 AUG)

52.222-46 Evaluation of Compensation for Professional Employees.

As prescribed in 22.1103, insert the following provision:

EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)

(a) Recompensation of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of

professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty.

Additionally,

proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity,

uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

(End of provision)

52.237-1 Site Visit.

As prescribed in 37.105(a), insert the following provision:

SITE VISIT (APR 1984)

(a) Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of provision)

(R 7-2003.39 1969 OCT)

52.247-6 Financial Statement.

As prescribed in 47.207-1(e), insert the following provision in solicitations for transportation or for transportation-related services to ensure that offerors are prepared to furnish financial statements:

FINANCIAL STATEMENT (APR 1984)

The offeror shall, upon request, promptly furnish the Government with a current certified statement of the offeror's financial condition and such data as the Government may request with respect to the offeror's operations. The Government will use this information to determine the offeror's financial responsibility and ability to perform under the contract. Failure of an offeror to comply with a request for information will subject the offer to possible rejection on responsibility grounds.

(End of provision)

(R 1-7.702(c)(1))