

2. AMENDMENT/MODIFICATION NO. 002	3. EFFECTIVE DATE June 6, 2001	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY Bureau of Reclamation Lower Colorado Region P.O. Box 61470 Boulder City NV 89006-1470	CODE LC-3110 www.lc.usbr.gov/~g3100/	7. ADMINISTERED BY (If other than Item 6) CODE	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP code)	(X)	9A. AMENDMENT OF SOLICITATION NO. 01-SP-34-0048
	X	9B. DATED (SEE ITEM 11) May 8, 2001
		10A. MODIFICATION OF CONTRACT/ORDER NO.
		10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [X] is not extended.

Offerors 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 1 copy 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.

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. **IMPORTANT:** Contractor [] is not [] is required to sign and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

Project Title: Operation and Maintenance of Yuma Desalting Plant, Yuma Area Office, Yuma, Arizona.

Purpose of Amendment: The purpose of this amendment is to (1) provide the questions and answers from the site visit; (2) make various changes to the clauses and provisions; (3) provide questions and answers regarding contract issues; (4) provide questions and answers regarding technical issues; (5) provide an equipment inventory; and (6) a compact disc with additional information e.g. Powerpoint presentation, SOPs, and PMs.

Receipt of Offers: The date and time for receipt of offers remains June 15, 2001, no later than 4 p.m., local time, at the Bureau of Reclamation, Lower Colorado Regional Office, Boulder City, Nevada (see block 9 of the "Solicitation/Offer/Award," Standard Form 33).

Acknowledgment: See block 11 above regarding how to acknowledge this amendment. The acknowledgment must be received at the place designated for receipt of offers (see block 9 of the "Solicitation/Offer/Award," Standard Form 33).

Modification to Offer: See block 11 above if you have submitted your offer and now desire to modify it or withdraw it.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED

Description of the Changes: All changes indicated below are identified in the replacement pages by bold or strikeout text and a wide vertical line in the left margin.

1. Section A - Make a pen and ink change to the SF-33 in item No. 10a to revise the contact name from Keith A. Cole to Beverly Nelson. The telephone should be changed to 702-293-8524 and the e-mail address changed to bnelson@lc.usbr.gov.

2. Section I - Paragraph I.8 was revised to add information on the fringe benefits.

3. Section L - Paragraph L.4 was revised to add the VOSB category.

4. Attachments: The following attachments are hereby incorporated into the solicitation:

Attachment No. 6. - Contracting Questions and Answers

Attachment No. 7 - Technical Questions

Attachment No. 8 - Site Visit Questions and Answers

Attachment No. 9 - Equipment Inventory Report

5. For information purposes only a compact disc is provided with the Powerpoint presentation from the site visit, SOPs, and PMs and other information are provided on the enclosed CD. Except for the Powerpoint presentation, this information may be accessed through Microsoft Word.

Instructions:

Remove

Section I - pages 18-23

Section L - pages 36 and 37

Replace with Revised

Section I - pages 18-23

Section L - pages 36 and 37

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AUTOMOBILE LIABILITY
 \$200,000 each person
 \$500,000 each occurrence
 \$ 20,000 property damage

(b) Each policy shall have a certificate evidencing the insurance coverage. The insurance company shall provide an endorsement to notify the Contracting Officer 30 days prior to the effective date of cancellation or termination of the policy or certificate; or modification of the policy or certificate which may adversely affect the interest of the Government in such insurance. The certificate shall identify the contract number, the name and address of the Contracting Officer, as well as the insured, the policy number and a brief description of contract services to be performed. The Contractor shall furnish the Contracting Officer with a copy of an acceptable insurance certificate prior to beginning the work.

I.7 52.217-09 OPTION TO EXTEND THE TERM OF THE CONTRACT MARCH 2000

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to expiration of the contract; provided that the Government gives 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 exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months or 5 years.

I.8 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES MAY 1989

In compliance with the Service Contract Act of 1965, as amended, and the regulations the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is Not a Wage Determination

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Employee Class	Monetary Wage	Fringe Benefits	Employee Class	Monetary Wage
Contract Manager	\$26.35	Include paid vacation days, sick leave, health insurance, and retirement benefits; the total value of the benefit package varies on a case-by-case basis.		

<u>Employee Class</u>	<u>Monetary wage--Fringe benefits</u>	<u>Employee Class</u>	<u>Monetary wage--Fringe benefits</u>
General Engineer	\$22.16	Process Engineer	\$22.16
Chemist	\$18.49	Systems Analyst	\$15.28
Maintenance Supervisor	\$26.15	Office Manager	\$11.24
Secretary	\$9.01	Operations Supervisor	\$26.15
		Key Operator	\$9.01

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OA, Safety, PM Tech	\$11.41	Engineering Technician	\$12.49
Laboratory Technician	\$9.17	Preventive Maint Tech	\$18.49
Librarian	\$10.08	Planner/Scheduler	\$22.53
Instrumentation Foreman	\$21.25	Electronics Mechanic	\$20.57
Electronics Worker	\$12.86	Electrical Foreman	\$21.02
Electrician	\$20.26	Electrician Helper	\$12.86
Mechanical Foreman	\$21.25	Mechanic	\$19.55
Welder	\$17.59	HVAC Mechanic	\$19.55
Pipefitter	\$15.62	Millwright	\$20.26
Helper, MT	\$12.86	Laborer	\$10.34
Shift Supervisor	\$20.34	Control Room Operator	\$14.22
Water Treatment Plant Operator	\$13.88		

I.9 52.223-07

NOTICE OF RADIOACTIVE MATERIALS

JANUARY 1997

(a) The Contractor shall notify the Contracting Officer or designee, in writing, 14 days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall-

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

I.10 52.232-34

PAYMENT BY ELECTRONIC FUNDS TRANSFER—OTHER THAN CENTRAL
CONTRACTOR REGISTRATION

MAY 1999

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

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(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either—

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information. (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") by no later than 15 days prior to submission of the first request for payment. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for—

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and—

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(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

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

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

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

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

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

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

(7) If applicable, the Contractor 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

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Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

I.11 52.244-06 SUBCONTRACTS FOR COMMERCIAL ITEMS & COMMERCIAL COMPONENTS MAY 2001

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

“Commercial item” has the meaning contained in the clause at 52.202-1, Definitions.

“Subcontract” includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The following clauses shall be flowed down to subcontracts for commercial items:

(i) 52.219-18 Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2) and (3), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Feb 1999) (E.O. 11246);

(iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (Apr 1998) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 2000) (29 U.S.C. 793); and

(v) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (Jun 2000) (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.12 52.246-20 WARRANTY OF SERVICES May 2001

(a) Definition. "Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within 30 days from the date of acceptance by the Government; or other specified event whose occurrence will terminate the period of notice, or combination of any applicable events or period of time]. This notice shall state either (1) that the Contractor shall correct or

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reperform any defective or nonconforming service, or (2) that the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

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(7) The offeror's technical approach to be used in the day to day operation and maintenance of the facility, laboratory, and various other systems associated with the YDP. This discussion shall contain detailed explanation of the offeror's technical approach to be used in the day to day operation and maintenance of the facility, laboratory, and various other systems associated with the YDP.

(8) *Offeror Experience and Past Performance.* Provide a list of projects similar in scope and magnitude to the work required under this solicitation which the offeror has completed during the last 5 years. For each project, include:

- (i) Name of the project;
- (ii) Description of the work;
- (iii) Contract number, date and type;
- (iv) Name and address of the acquiring Government agency or commercial customer;
- (v) Initial contract amount and final contract amount;
- (vi) Any problems encountered in performance of the work and corrective action(s) taken; and

(vii) Name(s) and telephone number(s) of references from the acquiring agency or customer who may be contacted for further information.

(9) Utilization of Small Business Concerns for Subcontracting Opportunities Subcontracting Plan.

If firm commitments to subcontract exist, list the subcontractors by name. Otherwise, list the type of services to be subcontracted.

FAR 52.219-8, Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns states in part; "The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance." If the offeror does not intend to subcontract, provide a detailed explanation why subcontracting would not result in efficient contract performance.

Certified HUBZone firms are listed on the SBA Pro-Net system at www.sba.gov. Sufficient HUBZone firms may not be available for the type of requirements subcontracted. If there are insufficient HUBZone firms available at the time this proposal is submitted, please include explanation in the proposal. This will not relieve the goal for option periods. The prime is expected to make every effort to accomplish the goals as assigned.

Offerors shall also submit the following:

- (a) Participation of Small Business in the Performance of this project:

(1) LARGE BUSINESS OFFERORS

a. Identify, in terms of dollar value and percentage of total proposed price, the extent of work you will perform as the prime contractor.

- b. Submit with your proposal, a subcontracting plan for this project.

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(2) SMALL BUSINESS OFFERORS

a. Identify, in terms of dollar value and percentage of total proposed price, the extent of work you will perform as the prime contractor.

b. State the extent of work you plan to subcontract to large business, HUBZone, SB, SDB, WOSB, VOSB firms, and, if applicable, HBCU/MI.

(3) JOINT VENTURES

a. If you are submitting an offer as a joint-venture, identify for each member of your joint-venture whether the member is a large business, HUBZone, SB, SDB, WOSB, VOSB firms, and, if applicable, HBCU/MI; and the value in terms of dollar of the work to be performed by each member of your joint venture.

(b) Past Performance in Utilizing HUBZone, SB, SDB, WOSB, VOSB firms, and HBCU/MI in previous contracts.

(1) LARGE BUSINESS OFFERORS

a. Provide information on any awards you received within the past three years for outstanding support to HUBZone, SB, SDB, WOSB, VOSB firms, and, if applicable, HBCU/MI.

b. Provide final SF294s "Subcontracting Report for Individual Contracts" on three most recently completed contracts or any other documentation showing compliance with the utilization of HUBZone, SB, SDB, WOSB, VOSB firms, and, if applicable, HBCU/MI. Include the dollar value percentage of % work (of total contract value) subcontracted to large business, HUBZone, SB, SDB, WOSB, **VOSB** firms, and, if applicable, HBCU/MI for each.

c. Provide performance evaluation ratings obtained on implementation of subcontracting plans on three recently completed Federal contracts.

d. Provide information on existing or pending mentor-protégé agreements.

e. Provide information on use of Community Rehabilitation Programs organizations certified under the Javits Wagner O'Day (JWOD) Program by NISH or NIB.

(2) SMALL BUSINESS OFFERORS

a. Provide information on any awards you received within the past three years for outstanding support to HUBZone, SB, SDB, WOSB, VOSB firms, JWOD program, and, if applicable, HBCU/MI.

b. Provide a list of three most recently completed contracts. Include the dollar value percentage of work (of total contract value) subcontracted to large business, HUBZone, SB, SDB, WOSB, VOSB firms, and, if applicable, HBCU/MI for each.

c. Provide information on existing or pending mentor-protégé agreements.

d. Provide information on the use of Community Rehabilitation Programs certified under JWOD program by NIB or NISH.

(d) *Cost/Price Information.* To permit objective evaluation of the technical proposal, no cost or price information shall be included in the technical proposal.

Contracting Questions & Answers

Site Visit for Solicitation No. 01-SP-34-0048
O&M Services for the Yuma Desalting Plant
Questions and Answers, 5/23/2001

1. **Question** - RFP page 6 of 47, Table in Clause F.1: Believe final entry of four should be FAR 52.219-08 or some DOI/BUREC Supplement, but not FAR 52.219-80 as shown. Please clarify.

Answer: This is a Bureau of Reclamation clause, and the correct number is 1452.219-80. This was corrected in Amendment No. 001.

2. **Question** - RFP page 6 of 47, Clause F.2, item (c): Believe Option Year 2 will be 366 calendar days, as it will include the Leap Year day, February 29, 2004. Please clarify.

Answer: The number of days for Option Year 2 performance period is 366 calendar days due to the Leap Year in 2004. This was corrected in Amendment No. 001.

3. **Question** - RFP page 21 of 47, Clause I.12, right-hand column heading of both sets of columns: Please clarify the meaning of “ Monetary wage-Fringe benefits ”. The amounts shown appear to be too low to include fringe benefits.

Answer: The amounts originally included in this clause were the monetary wages only. See page 18 of this amendment for clarification of the fringe benefits.

4. **Question** - RFP page 39 of 47, paragraph L.5(c)(9)(b)(1)b: Should not VOSB also be included in the last line as a category for dollar value percentage of work subcontracted?

Answer: VOSB has been added as a category. See page 37 of this amendment.

5. **Question** - Attachment 5 (Wage Determination [WD]): Believe WD 1994-2028 is the correct document for this project/contract, and not WD 1994-2027 as provided in the Solicitation. If our belief is correct, please issue a replacement WD.

Answer: WD 1994-2027 is the correct WD because it contains the

lower fringe benefit rate. The DOL requires all contracts for new services to use the lower fringe benefit rate.

6. **Question** - The RFP does not designate a Phase-In Period prior to 1 Oct. 2001. Will one be designated?

Answer: There is no Phase-In Period designated for the contract. The Contractor is required to commence on-site performance on October 1, 2001.

7. **Question** - Section B does not address Phase-In Costs. Where should we address these costs?

Answer: See answer to Question 6.

8. **Question** - Paragraphs 3.1 and 3.2 (of the SOW) state that operating and maintenance procedures must be followed and are available in Mainsaver. These procedures are required for the bidders to properly determine staffing requirements for both operations and maintenance of installed equipment.

1. Will these procedures be made available to the bidders in hard copy?

Answer: No, due to the large quantity of data, providing it in hard copy is cost prohibitive.

2. If not, will the bidders have access to the procedures data base on Mainsaver?

Answer: Potential offerors will not have direct access to the data base, but the successful contractor will.

3. If not, will sufficient work load data be made available to the bidders to determine staffing requirements?

Answer: The attached CD-ROM contains information about the equipment at the site and the preventive maintenance schedules.

9. **Question** - Paragraph 3.5, Safety Program: The first paragraph refers the reader to Section H of the RFP, clause 1452.223-91 Safety and Health. Section H does not include this clause. Please clarify.

Answer: The referenced clause, the correct number of which is actually 1452.223-901, is in Section I, paragraph I.5 of the solicitation.

10. **Question** - Paragraph L.5(c)(5)(iv)(aa) requests the contractor provide “The identity of specific personnel to be assigned to perform the requirements contained in the work statement.”

1. Does this requirement apply only to key personnel or all personnel, including laborers, assigned to the project?

Answer: This requirement only applies to key personnel in Section H., paragraph H.1 (b).

2. Is it the Government’s intent that the bidder identify by name every candidate for every position that it intends to employ on this contract?

Answer: No. Only the key personnel listed in Section H., paragraph H.1 (b).

3. It is our policy to offer incumbent employees with a satisfactory performance record the right of first refusal when staffing our organization. Will the Government provide a listing of all employees currently employed by the incumbent contractor and an opportunity for bidders to interview all current on-site personnel so that we can determine whether to select these personnel to propose?

Answer: No. It is the contractor’s responsibility to ascertain this information for themselves.

11. **Question** - Paragraph L.5(c)(5)(iv)(bb) requests the contractor provide “The names of specific key personnel to be assigned for direct work on the project and as direct technical supervisors including education, background and experience, accomplishments and other pertinent information.”

1. It is our policy to offer incumbent key employees below the level of Contract Manager, with a satisfactory performance record, the right of first refusal when staffing key positions. This is important to maintain project continuity. Will the Government provide the names and resumes of incumbent personnel currently holding the positions of Laboratory Supervisor; Maintenance Supervisor; and Engineering Supervisor?

Answer: No. It is the contractor’s responsibility to ascertain this information for themselves.

12. **Question** - Paragraph L.5(c)(5)(iv)(ee) requests the contractor provide “A list of alternate personnel sources to be utilized in the event proposed personnel are

not available as planned (Include full resume by name of all additional personnel listed).”

1. The requirement is confusing. Does the Government require the bidder to identify resources to be utilized to obtain additional personnel if identified candidates are not available at contract award or a list of alternate candidates for every position complete with a resume?

Answer: This requirement only applies to key personnel listed in Section H., paragraph H.1 (b).

2. If the latter is true, this places an unrealistic burden on all bidders to interview and identify at least two candidates for every position proposed. Please confirm that this is a requirement of this proposal?

Answer: It only applies to key personnel. Each contractor should provide a list of alternate personnel sources. In addition to identifying individuals and providing resumes, the contractor may state the sources from which qualified personnel could be transferred to replace one of the key personnel. However, as stated in Section H., the Contractor shall notify the Contracting Officer prior to substituting key personnel and must receive written consent to do so.

13. **Question** - Section L, Paragraph L.5(c)(2), Index: The requirement requests that a cross reference be made between the SOW and the Proposal and how the proposal conforms to the evaluation factors contained in “Part IV, Section M.” There is no Part IV, Section M. Clarify.

Answer: Section M, Evaluation Factors for Award, was added to the solicitation by Amendment No. 001.

The following items that were issued with Amendment No. 002 are not available online:

- Technical Questions and Answers from site visit, Attachment No. 7 (10 pages)
- Additional questions and answers, Attachment No. 8 (5 pages)
- Inventory Report, Attachment No. 9 (5 pages)
- Standard Operating Procedures (several files on CD-ROM)
- Preventive Maintenance schedule information (various files on CD-ROM)

Please contact Becci Hyché of our office either by telephone at 702.293.8779, fax No. 702.293.8449, or e-mail to rhyche@lc.usbr.gov to request these documents and files be mailed to you.