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Selling to the U.S. Army Corps of Engineers

***A Procurement Guide for Canadian
Construction Firms***

Revised Second Edition

March 1994

Canadian Embassy, Washington D.C.

Dept. of External Affairs
 Min. des Affaires exterieures

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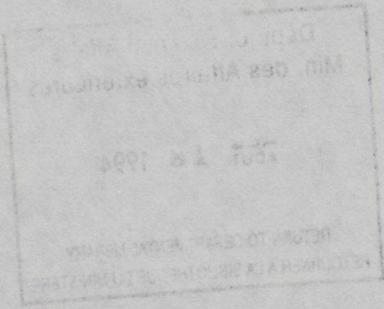
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Canadian Embassy, Washington, D.C.

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EXECUTIVE SUMMARY

The North American Free Trade Agreement (NAFTA) offers Canadian Construction firms improved access to significant opportunities within the U.S. federal procurement market. Under NAFTA, Canadian firms can compete on U.S. federal service contracts valued in excess of U.S. \$25,000, can offer products and services to agencies that before NAFTA could only buy from U.S. firms, and can provide Canadian-made products in U.S. construction projects.

No single agency is responsible for more construction work than the U.S. Army Corps of Engineers, with an anticipated FY 1994 budget of approximately U.S. \$11.2 billion. The budget includes funding for new construction, repair and renovation projects, environmental restoration, and base operations and maintenance. The Corps manages not only its own work, but supports other federal agencies in their engineering and construction work.

To participate fully in the benefits that NAFTA opens up, Canadian firms must learn how to play the game on a new playing field. They must learn how the U.S. federal procurement system works, what regulations govern it, understand the organization and planning processes governing the acquisition of construction services by the Corps, and perhaps most important, they must acquire the practical and strategic marketing skills that will enable them to level the field in each area where they will be competing with U.S. firms.

Canadian firms interested in construction work with the Corps of Engineers will need to assess their own strengths, engage in U.S. federal market analysis, and be prepared to deal with the highly decentralized Corps organization. Such engagement requires thoughtful planning, skillful marketing, and long-term commitment. The reward for these efforts, however, can be the opening of significant and lucrative new markets for Canadian construction. *Selling to the U.S. Army Corps of Engineers: A Procurement Guide for Canadian Construction Firms* provides the Canadian construction industry with a guide to getting started in this enterprise.

The second edition of *Selling to the U.S. Army Corps of Engineers: A Procurement Guide for Canadian Construction Firms* updates all the contact data, provides a new chapter on partnership, particularly with 8A and small business, and updates the chapter on coverage of the Army Corps of Engineers under NAFTA.

SOMMAIRE

L'Accord de libre-échange nord-américain (ALENA) ouvre aux entreprises de construction du Canada un meilleur accès aux importants débouchés offerts par les marchés publics des États-Unis. Aux termes de l'ALENA, les entreprises canadiennes peuvent soumissionner les marchés de services fédéraux américains estimés à plus de 25 000 \$ US, offrir des produits et des services à des organismes qui, avant l'ALENA, ne pouvaient s'approvisionner uniquement qu'auprès d'entreprises américaines, et peuvent utiliser des produits canadiens dans des projets de construction américains.

Aucun organisme n'est chargé de travaux de construction plus importants que le U.S. Army Corps of Engineers, dont le budget pour l'exercice 1994 est d'environ 11,2 milliards \$ US. Ce budget comprend les nouveaux travaux, les projets de réparation et de rénovation, les activités de remise en état de l'environnement, ainsi que les opérations et l'entretien des bases. Le Corps gère non seulement ses propres travaux mais participe également aux travaux de génie et de construction d'autres organismes fédéraux.

Pour tirer pleinement parti des retombées de l'ALENA, les entreprises canadiennes doivent se familiariser avec les nouvelles règles du jeu. Elles doivent apprendre comment fonctionne le système des marchés du gouvernement fédéral américain et quels règlements le régissent, comprendre l'organisation et la planification de l'acquisition de services de construction par le Corps, et peut-être avant tout, se doter des compétences pratiques et stratégiques en matière de marketing qui leur donneront des moyens égaux à ceux des sociétés américaines dont ils devront soutenir la concurrence.

Les entreprises américaines désireuses d'entreprendre des travaux de construction avec le Corps of Engineers devront évaluer leurs propres forces, procéder à une analyse du marché fédéral américain et être prêtes à affronter l'organisation fortement centralisée du Corps. Une telle entreprise exige une planification méticuleuse, des procédés de marketing efficaces et un engagement à long terme. Ces efforts pourraient toutefois être récompensés par l'ouverture de marchés importants et lucratifs pour l'industrie canadienne de la construction. Le guide *Selling to the U.S. Army Corps of Engineers: A Procurement Guide for Canadian Construction Firms*, qui s'adresse à cette industrie, explique comment se lancer dans cette entreprise.

La deuxième édition du guide *Selling to the U.S. Army Corps of Engineers: A Procurement Guide for Canadian Construction Firms* comporte une mise à jour de l'information relative aux personnes-ressources, un nouveau chapitre portant sur le partenariat, notamment avec les entreprises de type 8A et les petites entreprises, ainsi qu'une mise à jour du chapitre concernant la passation des marchés publics avec le U.S Army Corps of Engineers en vertu de l'ALENA.

CHAPTER 1

Purpose and Organization of this Book

The Canadian Embassy in Washington, D.C., and the Trade Commissioners in the United States assist Canadian construction services firms that choose to expand their markets and increase their sales by contracting with the United States Army Corps of Engineers (USACE or Corps). By preparing this practical, business-oriented desk guide for the Canadian Construction Association, the Embassy's commercial section intends to provide information about:

- the mission of the Corps;
- the way the Corps contracts for services;
- the sales opportunities the North American Free Trade Agreement (NAFTA) opens up for the Canadian contractor; and
- any special restrictions or problems Canadian firms may encounter.

In addition to assisting Canadian contractors in understanding the requirements of the United States procurement system, the Canadian Embassy helps contractors who have experienced difficulty in contracting with the U.S. federal government.

Chapter 2 gets you inside the U.S. federal procurement market. It points out advantages to doing business with the U.S. government, shows the key differences between U.S. government contracting and commercial contracting, and reveals the opportunities—and pitfalls—of this marketplace. The chapter shows how NAFTA opens doors to increased sales, and what particular business opportunities await you with the U.S. Army Corps of Engineers.

Chapter 3 shows you how the Corps works at the district and division office levels and what the Corps normally procures during the fiscal year.

Chapter 4 lays out the construction opportunities with the Corps. This chapter is an in-depth look at new construction, repair and renovation, and environmental cleanup that provides dollar values and the current trends for both the Civil Works and Military Programs Branches of the Corps.

Chapter 5 demonstrates how the U.S. federal procurement system works. It outlines the acquisition process and the steps from Invitation for Bids or Request for Proposals federal solicitations to contract award.

Chapter 6 shows you how to *forecast* contract opportunities and get ahead of the competition.

Chapter 7 tells you how to get started, how to get to know your customer and, then, how to prepare a bid and proposal that gives the customer exactly what it is looking for.

Chapter 8 briefly describes the potential benefits and risks to a Canadian construction firm evaluating a potential teaming relationship with a U.S. firm.

Chapter 9 outlines the special legal and regulatory considerations for Canadian construction firms, including the new opportunities opened by NAFTA, as well as other key provisions in U.S. contracting.

Chapter 10 briefly describes typical construction contract problems and methods available to the contractor for resolving these problems both informally and formally.

Appendices offer maps, forms, association resources, and publications from a variety of sources. You'll also find a quick guide to the Federal Acquisition Regulation.

While this book provides a solid foundation for any Canadian construction firm entering the U.S. federal procurement market, current, local information is vital. A Canadian firm considering opportunities with the USACE should contact the Canadian Trade Commissioner in the region nearest the contract opportunity, or the Canadian Commercial Corporation (CCC) (see Chapter 7). Trade Commissioners at the Embassy and Consulates throughout the U.S. and Canada can provide information on local USACE personnel and practices, as well as identify potential

obstacles facing a Canadian contractor. The CCC will provide assistance throughout the contracting process from making the bid to terminating the contract. Finally, any Canadian contractor can contact the Canadian Embassy in Washington, D.C. with questions about the USACE.

CHAPTER 2

This book discusses in detail the federal construction opportunities that are available with the U.S. Army Corps Engineers. Canadian construction firms should be aware that there are construction opportunities with other government agencies, in particular:

- the General Services Administration (GSA) Public Buildings Service and
- the Naval Facilities Engineering Command (NFEC).

For questions regarding construction opportunities with GSA contact (202) 501-0907 and with NFEC contact (703) 325-7654.

CHAPTER 2

United States Government Procurement

WHY DO BUSINESS WITH THE U.S. GOVERNMENT

Large Market. The U.S. federal government spends billions of dollars every year, buying everything from toothpicks to smart weapons programs. The U.S. Army Corps of Engineers (USACE or Corps) last year spent more than US\$3.4 billion alone on new construction within the U.S. and its territories.

The Customer Pays its Bills. One of the problems a business can have can be cash flow. The biggest fear a company can have is that it won't get paid in a timely manner after it has produced work for the customer. The U.S. government has never gone bankrupt—if you produce, you will get paid, and get paid on time. If you are not paid on time, you will be paid interest automatically.

Technical Assistance. Every U.S. government agency has specialists who can provide information about contracting opportunities and help if problems arise during the solicitation phase or during contract performance.

However, you will be expected to show expertise on your own. The government can award a contract to a company only if it finds the company to be responsible. That is, the company has demonstrated the credit, capacity, persistence, tenacity, and business integrity to do the job.

The U.S. Federal Market — Opportunities . . . and Red Flags

Obviously, there are many advantages and possible opportunities for Canadian construction firms wishing to do business with the U.S. government. However, the U.S. government has never been an *easy* market. American companies, and particularly smaller ones, have found it challenging and, at times, difficult. Even with NAFTA, Canadian companies must be prepared.

- *The selling cycle is long.* Some procurements, from the time of the solicitation announcement in the *Commerce Business Daily* to contract award, can take as long as two years or more. That means that you need to have the financial strength and the marketing resources for the long haul. You also need to be prepared to invest up to couple of years in market development before you start to recover your costs.
- *A Canadian Contractor already established in the U.S. commercial market, or in selling to the Canadian government in most cases will carry that success over to the USACE market.* Experience in the American commercial market or Canada's government procurement market is always a plus, especially if you have military sales.
- *The need for a local presence or partner is even stronger in the services sector than it is for goods.* The customers in the federal market are often scattered geographically. To feel comfortable, they need to know you're near enough to provide local support.

If the U.S. federal market is so tough, why should you even bother trying to compete? The main reason: Canadian companies are making money there already—some as prime contractors; some as teaming partners and subcontractors—and the North American Free Trade Agreement (NAFTA) has opened even more opportunities, especially for services contractors.

How NAFTA Opens Doors to Increased Sales

The key under NAFTA is that the U.S. government awards its contracts *competitively*. NAFTA opens doors to some of the most significant opportunities in U.S. federal procurement. Canadian firms will compete, head-to-head, with American firms in new sectors, to more federal agencies, on more kinds of business, for better access to an estimated US\$30 billion a year in U.S. federal contracts.

New sectors. On most types of services contracts, Canadian firms compete equally alongside U.S. firms on procurements worth more than US\$25,000. This is the single largest change, and brings with it some of the greatest opportunities. As

defined by NAFTA, construction work includes pre-construction work; new construction; and repair, alteration, restoration and maintenance work on residential buildings, nonresidential buildings, or civil engineering works. This work can be carried out either by general contractors who do the complete construction work for the owner of the project, or by subcontracting parts of the construction work to contractors specializing in particular aspects of construction.

More agencies. Canadian firms are able to offer their products and services to agencies that previously had to buy American. This includes the USACE, which not only is responsible for such things as repairing levees on the Mississippi River after flood damage, but also contracts for the increasing number of environmental cleanup projects and military base closures scheduled in the next few years.

More kinds of business. Canadian firms are able to supply materials to construction projects. If a prime contract for construction services—new building as well as renovation—is worth more than US\$6.5 million, then Canadian materials may be used with no special permissions or exceptions.

For a more in-depth look at how NAFTA increases the opportunities available to Canadian construction services firms in the U.S. federal procurement market, please see Chapter 8.

THE CULTURE OF DEFENSE PROCUREMENT

NAFTA provides equal access to procurement opportunities with the USACE for Canadian firms. Canadian firms, however, may experience bias. U.S. contractors do not want to lose business to a foreign competitor. As a result, agency officials may be pressured to use familiar or entrenched U.S. firms. The officials may also receive congressional requests to justify their decisions to buy from a Canadian or other foreign firm, if a congressperson thinks a corporation in his or her district is in danger of losing out. Parochialism in any country is a fact of life. In response to those and other pressures, contracting officers can restrict access to USACE procurements by exercising their authority to:

- invoke national security interests under Article 2102 of NAFTA to prevent Canadian firms from competing and performing a USACE contract;
- reclassify an acquisition to qualify for the limited tendering procedure under Article 1018 of NAFTA;
- determine that the procurement is for a good or contract exempted from coverage under NAFTA, i.e., dredging contracts; and

- create set-asides for small businesses and small disadvantaged businesses or reserve the contract for the Small Business Administration's 8(a) program.

There are no simple ways to extinguish parochialism. One prominent Washington, D.C., government contracts attorney suggested that over time the contracting officers at the USACE will become familiar with the work of Canadian firms and award them more contracts. To speed up the process, Canadian firms that have been denied equal access to a contract can use the courts to bring cases that will enforce NAFTA and require all agencies to treat Canadian and U.S. firms equally. However, the best way to overcome parochialism, he emphasized, is to offer *a good product or service at a good price*. Many Canadian firms that have dealt with the USACE experienced no bias. During these periods of restrictive budgetary requirements, the USACE will focus on the quality and price of a product rather than its origin. Canadian firms are well equipped to offer both quality and price.

KEY DIFFERENCES BETWEEN U.S. GOVERNMENT AND COMMERCIAL CONTRACTING

There is a common perception that contracting with the U.S. federal government involves too much red tape, fine print, and legal landmines. Doing business with the U.S. government is not much different from contracting with the commercial market. There are, however, several key differences between commercial and U.S. federal contracting.

The Firm Bid Rule. The Firm Bid Rule forces all offerors/bidders to hold their offers/bids "open" for a specified period of time. In commercial contracting, when you offer to sell something to the other side at a certain price, you can take the bid off the table anytime prior to the other side's acceptance of the bid. In U.S. government contracting, it's different. If you make a bid to the government, the price you bid must remain open for 60 (or sometimes 90 or more) days. You must stand by that bid for the period specified. If you do not, you simply eliminate yourself from further consideration.

Disputes. In U.S. commercial contracting, if you get into a legal fight with the other party, you can take the fight to court.

In government contracting, it's different. You cannot use the U.S. court system to resolve controversy involving federal contracts. Under the "Disputes Clause" of a contract, the vendor agrees that any controversy that arises between the vendor and the government will be resolved first by the contracting officer for the government and then either by an agency board of contract appeals or the United States Court of Federal Claims in Washington, D.C. This usually means employing a high caliber

U.S. contracts lawyer, particularly if you have to go to Federal Claims Court. While early-on in a dispute, an attorney may not be necessary, he/she becomes essential if the dispute escalates.

Termination for Convenience. "Termination for Convenience" is a government term. In commercial contracting, neither side can walk away from a contract at will. If, for example, your company decides halfway through a contract that it no longer needs the product it is buying, you can terminate the contract but must pay for the right to do so. U.S. federal law says that you would have the *power* to *terminate*, but not the right to terminate. So, if you terminated the contract prior to the time of completion, you would have to pay the vendor damages. That is, all the profit he anticipated making on the project (so-called "anticipatory profits"). In U.S. government contracting, it's different. If you have a contract with the government, the government may at any time terminate the contract "for convenience." This means that your contract can be terminated, even though you have done nothing wrong. A classic example of termination for convenience is when war ends and the government no longer needs a large number of ordered weapons. In that instance, the government has the right to terminate the contract. The government must pay the vendor's costs and profit *to date*, but not all the profit that the vendor would have made if the contract had run to completion.

Note that the government says "termination for convenience," which means no necessary wrongdoing or fault on the contractor's part—just a remedy of unilateral *convenience* on the government side. In many cases, the government accepts no liability for such a decision.

Changes. In commercial contracting, one party cannot unilaterally force the other side to change the contract against its will.

In U.S. government contracting, it's different. Under the "Changes Clause" of the contract, the government reserves the right to make unilateral changes to the contract within some limits. These can be drastic and abrupt changes. The contractor, in most instances, has no right to refuse to carry out the work as changed. The government will pay for the additional work, but the contractor must complete the contract as changed.

Agencies. Commercial contracting uses the concept of "apparent authority," in which a principal is bound by agents acting with *apparent* authority. This means that if you contract with a company official who seems to have the authority (apparent authority) to buy for the company, but actually does not, the company is still bound to the deal its "agent" made with you.

In U.S. government contracting, it's different. There is no such thing as apparent authority. If you contract with a government official who seems to have the

authority (apparent authority) to buy for the government, yet does not, the government is not bound to the deal its "agent" made with you. The government is only bound by the *authorized* acts of its agents.

Audits. In commercial contracting, the buyer normally has no right to look at the records of the seller. In U.S. government contracting, that's not necessarily so. Under certain circumstances, the contractor's records are subject to inspection and audit by the government, without reservation.

Davis-Bacon Wage Rates. In commercial contracting in the nonunion environment, companies can pay workers at whatever rates can be mutually agreed upon. If a Canadian firm hires workers to work in the U.S., the firm must use payment standards governed by the Davis-Bacon Act. The act states that contracts in excess of US\$2,000 for construction, alteration or repair of public buildings or public works within the U.S. shall contain a clause that no laborer shall receive less than the prevailing wage rate as determined by the Secretary of Labor.

CHAPTER 3

How the U.S. Army Corps of Engineers Works

Since its founding during the American Revolution, the U.S. Army Corps of Engineers (USACE or Corps) has been charged with providing "quality, responsive engineering service to the Nation in peace and war." Today, the Corps is the United States' largest public engineering agency, with a broad set of missions and capabilities distributed throughout its decentralized system.

In peacetime, the Corps performs projects concerning military construction, installation support, real estate, research and development (R&D), and civil works. In wartime, the Corps' resources can be rapidly converted to support emergency conditions. The Corps' primary missions are:

- managing and executing engineering, construction, and real estate programs for the U.S. Army and Air Force and performing R&D in support of these programs;
- managing and executing support programs for Army installations;
- managing and executing civil works programs, including the design, planning, engineering, construction, and R&D functions in support of these programs;
- performing R&D through nonsystems-specific advance development in systems, specialized equipment, procedures, and techniques relevant to engineering support of combat operations;

- developing and maintaining a capability to mobilize readily in response to national security emergencies, domestic emergencies, and emergency water planning programs; and
- developing technology and designing and constructing facilities and structures in support of Army space initiatives.

ORGANIZATIONAL LEVELS

The Corps is organized into three levels: headquarters, divisions, and districts. Headquarters, in Washington, D.C., is responsible for developing policy and technical guidance, and command and control over subordinate divisions and districts. It reviews policy and manages programs. Headquarters also interacts directly with the offices of the Assistant Secretary of the Army for Civil Works and Installations, Logistics, and Environment.

Eleven of the Corps 13 divisions provide intermediate policy and technical review to subordinate districts, exercise command and control, coordinate activities among the districts, and serve as intermediaries between headquarters and the districts. Listed below are the current division offices and who to contact for procurement information.

Current USACE Division Offices			
Location	Contracting Division Chief	Phone Number	Address
Huntsville	James Reynolds	(205) 955-5660	PO Box 1600 Huntsville, AL 35807-4301
Ohio River	Larry Cook	(513) 684-3049	PO Box 1159 Cincinnati, OH 45201-1159
New England	Charles Coe	(617) 647-8415	424 Trapelo Road Waltham, MA 02254-9149

Missouri River	W.G. Jones	(402) 221-7213	12565 West Center Road Omaha, NE 68144-3869
North Atlantic	Kelly Woolums	(212) 264-2820	90 Church Street New York, NY 10007-2979
North Central	Michael Lee	(312) 353-6397	111 North Canal Street Chicago, IL 60606-7205
North Pacific	William J. Doran	(503) 326-3797	PO Box 2870 Portland, OR 97208-2870
Pacific Ocean	Joe Swift	(808) 438-9548	Bldg. 230 Fort Shafter, HA 96858-5440
Lower Mississippi Valley	E. Arthur Lagg	(601) 634-5754	PO BOX 80 Vicksburg, MS 39181-0080
South Atlantic	Kay Bauer	(404) 331-6689	Room 313 77 Forsyth Street, S.W. Atlanta, GA 30335-6801
South Pacific	Ray Suderman	(415) 705-2413	Room 720 630 Sansome Street San Francisco, CA 94111-2206
South West	J.A. Brigance	(214) 767-2476	1114 Commerce Street Dallas, TX 75242-0216

Transatlantic	William Brewer	(703) 665-4075	385 Battaile Drive Winchester, VA 22604-1450
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Two division offices do not supervise districts. The New England division office is responsible only for the operation of the Corps' civil works program in the New England states. The Huntsville Division office serves as the Corps' center of expertise for chemical demilitarization and hazardous and toxic waste remediation.

The 36 district offices are the operational arms of the Corps, handling the everyday business of project planning, design, construction, contracting, operations and maintenance of projects, and project management. The majority of the Corps' more than 40,000 employees work at district offices. Listed below are the current district offices and who to contact for procurement information.

Current USACE District Offices			
Location	Contracting Division Chief	Phone Number	Address
Alaska	Thomas Carter	(907) 753-2540	PO Box 898 Anchorage, AL 99506-0898
Albuquerque	James Van Nest	(505) 766-8334	PO Box 1580 Albuquerque, NM 87103-1580
Baltimore	Jerome Rifkin	(410) 962-2196	PO Box 1715 Baltimore, MD 21203-1715
Buffalo	Mary Price	(716) 879-4252	1776 Niagara Street Buffalo, NY 14207-3199
Charleston	Christy Watts	(803) 727-4204	PO Box 919 Charleston, SC 29402-0919

Chicago	Janet Hall	(309) 794-5600	111 North Canal Street Chicago, IL 60606-7205
Detroit	Wanda Carter-Davis	(313) 226-5148	PO Box 1027 Detroit, MI 48231-1027
Fort Worth	Douglas Goodman	(817) 334-2134	PO Box 17300 Fort Worth, TX 76102-0300
Galveston	Mary Monnell (Acting Chief)	(409) 766-3850	2000 Ft. Point Road Galveston, TX 77550
Huntington	Robert Tucker	(304) 529-5619	502 8th Street Huntington, WV 25701
Jacksonville	Vacant	(904) 232-3735	PO Box 4970 Jacksonville, FL 32232-0019
Kansas City	James Jiovenale	(816) 426-5444	757 Federal Bldg. Kansas City, MO 64106-2896
Little Rock	Annie McClintock	(501) 324-5720	PO Box 867 Little Rock, AR 72203-0867
Los Angeles	Bernard Meirowsky	(213) 894-5660	PO Box 2711 Los Angeles, CA 90053-2325
Louisville	Joseph Theobald	(502) 582-5591	PO Box 59 Louisville, KY 40201-0059

Memphis	Stephen P. Shankle	(901) 544-3116	167 N. Main St. B202 Memphis, TN 38103-1894
Mobile	James Campbell	(205) 441-6501	PO Box 2288 Mobile, AL 36628-0001
Nashville	Lacy Campbell	(615) 736-7276	110 9th Ave. S. Nashville, TN 37203
New Orleans	Audrey Tilden	(504) 862-2865	PO Box 60267 New Orleans, LA 70160-0267
New York	Ella Shell	(212) 264-0238	Jacob K. Javits Federal Bldg. New York, NY 10278-0090
Norfolk	Evelyn Rowland	(804) 441-7744	803 Front Street Norfolk, VA 23510-1096
Omaha	Donald Robinson	(402) 221-4100	215 North 17th Street Omaha, NE 68102-4978
Philadelphia	Robert Sharamatew	(215) 656-6770	100 Penn Square East Philadelphia, PA 19107-3390
Pittsburgh	George Reule	(412) 644-4116	1000 Liberty Ave. Room 727 Pittsburgh, PA 15222-4186

Portland	George Wight	(503) 326-6416	PO Box 2946 Portland, OR 97208-2946
Rock Island	Janet Hall	(309) 794-5600	PO Box 2004 Rock Island, IL 61204-2004
Sacramento	Vacant	(916) 557-5205	1325 J Street Sacramento, CA 95814-2922
St. Louis	Terry Laws	(314) 331-8500	1222 Spruce Street St Louis, MO 63103-2833
St. Paul	Patricia Johnson	(612) 220-0411	180 East Kellogg Boulevard St Paul, MN 55101-1479
San Francisco	Shirley Turnbo	(415) 744-3030	211 Main Street Room 809 San Francisco, CA 94105-1905
Savannah	Robert Hoffman	(912) 652-5291	PO Box 889 Savannah, GA 31402-0889
Seattle	Audrey Shaw	(206) 764-3772	PO Box C-3755 Seattle, WA 98124-2255
Tulsa	Rick Hedrick	(918) 581-7319	PO Box 61 Tulsa, OK 74121-0061
Vicksburg	Raymond Gabriel	(601) 631-7263	2101 N. Frontage Road Vicksburg, MS 39180-5191

Walla Walla	Richard Glenn	(509) 522-6801	USACE Bldg 614 Walla Walla, WA 99362-9265
Wilmington	Ralph Wofford	(910) 251-4861	PO Box 1890 Wilmington, NC 28402-1890

In addition, the Corps has several field operations that report directly to the Corps' Chief of Engineers:

- Humphreys Engineer Center at Ft. Belvoir, Virginia, which provides technical support for Corps headquarters and includes the Institute for Water Resources and the Engineering Housing Support Center;
- The Topographic Engineer Center at Ft. Belvoir, Virginia, which is one of the Army's leading R&D centers for topography;
- The Waterways Experiment Station in Vicksburg, Mississippi, an Army R&D facility for construction methods and material;
- Construction Engineering Research Lab in Champaign, Illinois, an Army R&D facility for construction methods and material; and
- The Cold Regions Research Engineering Lab in Hanover, Wisconsin, an Army R&D facility for construction methods and material.

The Army's Chief of Engineers works under the direction of the Secretary of the Army and the Army Chief of Staff, and has separate and distinct command and staff responsibilities. As a staff officer, the chief oversees facilities engineering, housing, and environmental matters. The chief also serves as the Army's topographer, advises the Army on other military engineering matters, and oversees real estate and other programs.

Although the Chief of Engineers is responsible for engineering support to the Army, two of the three components of the Army engineering team are assigned to other commands. The first are the engineering soldiers in troop units, who report directly to the command at which they are assigned. The second are the Directors of

Engineering and Housing and Public Works, who operate and maintain Army installations. They report directly to installation commanders.

The third component is the Corps of Engineers, which the chief leads as a major Army command. Additionally, the Corps employs thousands of private architectural, engineering, and construction firms for most of its design and all its construction work.

TECHNICAL CENTERS OF EXPERTISE

The Corps assigns responsibilities to specific field offices to perform missions or functions on a Corps-wide basis using specialized knowledge and skills. These "Technical Centers of Expertise" possess a demonstrated, credible, technical capability in a specialized project area applicable to the Army's military function that can be of beneficial use to other Corps field offices. The centers and their specialties include:

- **Middle East/Africa Project Office:** Desalinization plant design, desert facility design and construction, and aircraft hangar fire protection.
- **South Atlantic Division:** Energy performance standards and energy analysis techniques and programs.
- **Southwestern Division:** Design of facilities using renewable forms of energy.
- **Mobile District:** Subsurface exploration.
- **Huntsville Division:** Chemical demilitarization, underground storage tanks, design of energy monitoring and control systems; intrusion detection systems; and central boiler plant systems fired by coal, oil, and gas.
- **Savannah District:** Heating, ventilating, and air-conditioning controls.
- **Omaha District:** Interior design and military program security.
- **Missouri River Division:** Environmental work, national contracts, and underground exterior heat distribution systems in tunnels.

GOODS AND SERVICES THE CORPS PROCURES

The Corps' annual budget for FY 1994-95 is approximately US\$11.2 billion, with approximately US\$3.9 billion appropriated for civil works projects, US\$6.6 billion for military construction, US\$1.5 billion for environmental projects, and US\$717 million for work for other federal agencies, such as the Department of Energy, the Federal Bureau of Investigation, and the Federal Emergency Management Association. Some items the Corps procures include:

- **Construction:** Barracks, dining facilities, maintenance shops, hangers, hospitals, airfields, roads, levees, and dams.
- **Engineering services:** Concept studies, master planning, engineering studies, all types of surveying and mapping, engineering design and construction, and inspection services.
- **Other services:** Trash collection, grass mowing, janitorial services, supervision and maintenance of recreational parks, stenographic, and real estate appraisal.
- **Supplies and equipment:** Generators, turbines, heating, ventilation and air conditioning equipment, kitchen equipment, electronic gear, petroleum products, repair parts, lumber, cement, and publications.

The Corps maintains natural resources at military installations and works on commercial navigation and flood control projects as well. It serves as custodian of 11.7 million acres of land and water and produces one-third of the United States' hydropower.

The Corps also builds projects such as firing ranges and other training facilities, barracks, dining halls, hospitals, workplaces, recreation centers, commissaries, and exchanges for both the Army and the Air Force.

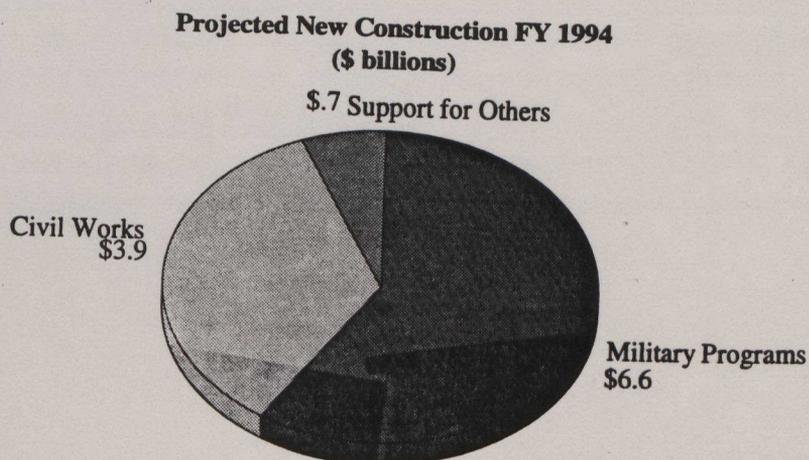
The Corps' reimbursable work for other federal agencies includes:

- Space shuttle launch and landing facilities for NASA;
- Design and construction management for sewage treatment facilities under the EPA Construction Grants program;

- Design and execution of toxic and hazardous waste removal projects under the EPA Superfund program;
- Bulk mail facilities for the U.S. Postal Service;
- Waste Isolation Pilot Plant and other Department of Energy facilities;
- Federal Emergency Management Agency flood insurance studies;
- Transmitters for the Voice of America;
- Real estate and restoration work for the National Park Service;
- Embassy construction and security measures; and
- International activities for the Agency for International Development, the World Bank, and several United Nations agencies.

The work done at the Corps changes to meet U.S. military and civilian construction needs. For example, it has been directed to develop a federal action strategy to improve the U.S. infrastructure. Thanks to stricter environmental regulations, its work in environmental restoration is steadily increasing as well.

To meet these new challenges, the Corps proposed a reorganization plan to the Department of Defense (DoD). It is anticipated that the plan will save approximately US\$115 million annually, as it recommends reducing the number of division offices from 13 to 6 and allows the Corps to work with other federal agencies, such as the Office of Management and Budget. Also, the planning and engineering functions of district offices will be centralized in the Corps' technical centers, located within the various districts. The following chart is a draft of the proposed reorganization. As of this printing, it has not yet been approved.



U.S. Army Corps of Engineers Proposed Reorganization Plan				
North East Division in Boston	North Central Division in Cincinnati	South East Division in Atlanta	South Central Division in Vicksburg	Western Division in Portland
<i>Districts:</i> Baltimore Boston Philadelphia New York	<i>Districts:</i> Louisville Omaha Pittsburgh St. Paul Buffalo Chicago Detroit Kansas City Huntington Nashville Rock Island St. Louis	<i>Districts:</i> Jacksonville Norfolk Mobile Charleston Savannah Wilmington	<i>Districts:</i> Fort Worth New Orleans Tulsa Galveston Little Rock Memphis Vicksburg	<i>Districts:</i> Los Angeles Sacramento Seattle Albuquerque Portland San Francisco Walla Walla

ANTICIPATED FY 1994 BUDGET FOR THE CORPS

The Corps of Engineers budget in FY 1994 is expected to be approximately US\$11.2 billion. This includes US\$3.9 billion for the Civil Works branch, US\$6.6 billion for the Military Programs branch, and US\$717 million for the Support for Others program, which is work done for other U.S. agencies.

The types of construction contracts anticipated in Fiscal Year 1994 (October 1, 1993-September 30, 1994) range from the construction of barracks, dining facilities, hospitals, and roads to engineering studies, design concept studies, and master planning. However, there is increasing emphasis on three areas: new construction, repair and renovation, and environmental cleanup. Much of this results from the end of the Cold War, which has changed the priorities of the Department of Defense (DoD), and with it, the opportunities available under the U.S. Army Corps of Engineers.

Civil Works. The Corps civil works budget of US\$3.9 billion for fiscal year 1994 is a slight decrease from last year. It will be used to continue some of the larger projects currently underway, such as those at the Olmsted Lock and Dam in Illinois and Kentucky; the Santa Ana River Mainstem Project in California; and the Levisa and Tug Forks and Upper Cumberland River in West Virginia, Virginia, and Kentucky. It will also continue to help rebuild in those Midwestern states ravaged by the floods of last summer. Observers note that it is likely that contracts for many of these ongoing programs will go to long established Corps of Engineers contractors that have expertise on the levees, dikes, and flood plains. Canadian firms interested in this work should look at teaming with one of more of these firms.

The operations and maintenance budget is expected to be US\$1.66 billion. Approximately 40 percent of this budget will be used for the repair and renovation of projects. Canadian construction firms may want to evaluate the business potential of these projects.

Besides new construction, the Civil Works program provides for water resources development and management and environmental restoration, including investigations and surveys, preconstruction engineering and design, construction rehabilitation, and multiple-purpose power projects.

The following table is a projection of the opportunities for construction services by dollar value in the top 36 states and territories under the Civil Works program. All contracts announced by the Corps will be through the district offices for each state.

Civil Works — FY 1994			
State	US\$M	State	US\$M
1. Illinois	185.01	19. Puerto Rico	17.10
2. California	161.23	20. North Carolina	17.03
3. West Virginia	97.10	21. Indiana	16.50
4. Texas	96.48	22. Oklahoma	15.0
5. Washington	81.17	23. Hawaii	12.43
6. Louisiana	63.07	24. Mississippi	12.0
7. Pennsylvania	46.10	25. North Dakota	11.70
8. New York	42.06	26. Massachusetts	11.40
9. Missouri	37.92	27. Georgia	10.0
10. New Jersey	34.80	28. Virginia	7.55
11. Minnesota	33.32	29. Tennessee	6.80
12. Florida	31.25	30. Alaska	6.40
13. Arkansas	24.13	31. Arizona	5.30
14. New Mexico	24.08	32. Kentucky	3.15
15. Oregon	22.97	33. Nebraska	2.96
16. South Carolina	21.16	34. Ohio	1.90
17. Alabama	20.70	35. Colorado	.80
18. Iowa	17.87	36. Delaware	.19

In addition, the chart below shows where the Corps anticipates it will be directing its resources over the next few years. The chart shows the division handling the project and the year it is expected to begin. Of the top 10 future construction civil works projects, three will be in Texas and three will be in California.

Top 10 Future Civil Works Projects (US\$millions)				
No.	Div.	Project	Cost	FY
1.	NAD	Passaic River Mainstem, NJ	2060	1996
2.	SPD	American River Watershed, CA	893	1996
3.	ORD	Locks and Dam 2, 3 and 4, Monongahela River, PA	750	1996
4.	SWD	Houston - Galveston Navigation Channels, TX	745	1995
5.	SPD	Los Angeles County Drainage Area, CA	487	1995
6.	NAD	Delaware River Main Channel, NJ, PA & DE	441	1997
7.	SPD	Los Angeles - Long Beach Harbors, CA	436	1996
8.	SWD	Brays Bayou, Houston, TX	430	1998
9.	ORD	McAlpine Locks and Dam, Ohio River, IL & KY	316	1996
10.	SWD	Greens Bayou, Houston, TX	298	1998

Military Programs. The US\$6.6 billion budget anticipated for the Military Programs of the Corps, of which approximately US\$3.4 billion will focus on construction, is geared toward two major initiatives: Base Relocation and Closure (BRAC) and environmental cleanup.

As the Army downsizes and consolidates, BRAC is a top priority. Much of the BRAC work is located in the North Atlantic and South Pacific Divisions and is expected to exceed US\$343 million. For example, some of the bases scheduled for closure include Fort Devens, Fort Sheridan, and Jefferson Proving Grounds in Indiana, and Fort Ord and Sacramento Army Depot in California. Primary construction is anticipated at Fort Huachuca, Yuma Proving Ground, and Fort Carson in Arizona.

Environmental restoration is the fastest-growing section of the Corps, with hundreds of projects scheduled each year for the Army, Air Force, and other federal agencies responsible for the cleanup of former defense installations under the Defense Environmental Restoration Program (DERP). In terms of the type of projects, "There's no one thing that predominates. It's everything from unexploded munitions to polluted groundwater," said a highly placed Corps official. Therefore, Canadian firms with U.S. environmental expertise will have an especially saleable service.

The projected dollar value of environmental restoration projects for FY 1994 is US\$1.5 billion. As an example of the new emphasis being placed on this area, the funds for cleaning up former defense sites increased from US\$141 million in FY 1993 to a projected US\$381 million in FY 1994. The Army Installation Restoration Program increased from US\$160 million in FY 1993 to a projected US\$300 million for FY 1994. Also, US\$115 million is set aside for chemical demilitarization, which involves the detoxification of chemical weapons.

In terms of repair and renovation, the Army has committed to a multi-year Barracks Renewal program with an emphasis on family housing revitalization. Under this program, US\$277 million has been allocated for barracks renewal and US\$210 million has been allocated for family housing. Some of these contracts are set aside for small businesses.

The following table projects opportunities for construction services through the Corps' Military Programs Branch. It lists by division the expected expenditures for FY 1994 on new construction, repair and renovation, and environmental restoration at the time this Guide went to press. The figures for the New England Division were not available.

Military Programs — FY 1994	
Division	Dollar Value (US\$M)
1. North Atlantic	1801.34
2. South Atlantic	1337.27
3. Southwestern	994.97
4. Missouri River	905.14
5. Ohio River	643.97

6. North Pacific	469.28
7. South Pacific	397.64
8. Pacific Ocean	280.26
9. Huntsville	246.80
10. Lower Mississippi Valley	124.41
11. Transatlantic	88.57
12. North Central	67.92

The division dollar values should not be ignored, as they give an expanded regional view of where the opportunities will be. Remember, though, that all Corps contract solicitations are announced on a district-by-district basis. The following table contains the top 12 districts by dollar value for FY 1994 as of October 29, 1993.

Military Programs — FY 1994	
District	Dollar Value (US\$M)
1. Baltimore	1106.71
2. Omaha	715.68
3. Savannah	705.50
4. Ft. Worth	579.70
5. Norfolk	533.08
6. Mobile	531.44
7. Louisville	401.24
8. Sacramento	397.64
9. Anchorage	290.95
10. Honolulu	280.26
11. Huntsville	246.80
12. Kansas City	189.46

Support for Others. The projected amount for the Corps' work for other U.S. federal agencies in FY 1994 is US\$717 million. This figure comprises two primary areas. The first is infrastructure-related work, which includes embassy renovation in Eastern Europe. This is projected to be US\$300 million. The second is environmental-related work, which is projected at US\$417 million. This includes Superfund work for the Environmental Protection Agency (EPA) and the cleanup of nuclear waste and nuclear facilities for the Department of Energy (DOE). Again, firms with environmental cleanup credentials should prosper.

Implications for Canadian Contractors. NAFTA opens doors to increased sales by Canadian contractors to the U.S. government. Canadian firms will be able to compete equally with American companies in new sectors, for contracts with more agencies, for more kinds of business. In terms of the U.S. Corps of Engineers, Canadian firms will now be eligible for some of the most profitable sectors of Corps procurement: new construction, repair and renovation, and environmental restoration. As illustrated in the tables above, opportunities abound in FY 1994.

Region	Dollar Value (\$ million)
1. Baltimore	110.71
2. Norfolk	50.22
3. Mobile	44.12
4. Los Angeles	38.10
5. Sacramento	37.50
6. Anchorage	29.02
7. Honolulu	28.02
8. Huntsville	24.80
9. Kansas City	18.40

CHAPTER 4

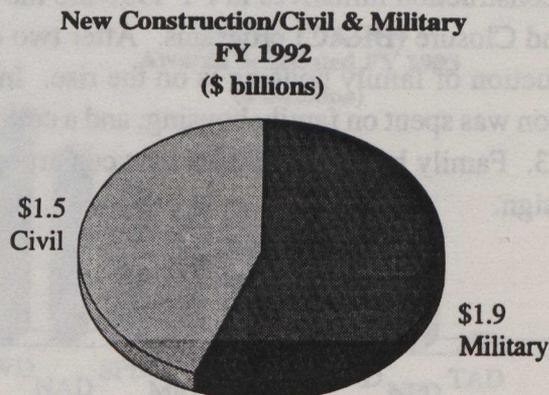
Construction Opportunities Within the Corps

The Corps offers opportunities for contractors in construction, repair and renovation, environmental cleanup and restoration of former military sites, and base operations and maintenance. This chapter examines dollar values of each area, the types of civil and military work available, and an analysis of districts that have offered the greatest opportunities in the past. This analysis uses FY 1992 figures, the most recent fiscal year for which complete figures are available. It compares these figures to available data for FY 1993.

CONSTRUCTION

Traditionally, construction has been the second largest task, behind operations and maintenance, for both the Civil Works and Military Programs branches of the Corps. Since 1987, the budget for new construction under the Civil Works Program has averaged between US\$1.1 billion and US\$1.3 billion a year.

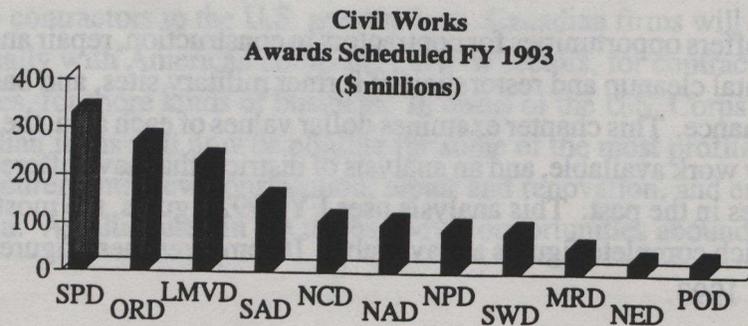
The Military Programs budget for new construction approaches US\$2 billion a year. However, as the pie chart below illustrates, there has been an increase in construction for both the civil and military sides of the Corps.



In FY 1992, new construction totaled more than US\$3.4 billion. Of this amount, the Army, under the Corps' Military Programs, accounted for approximately US\$1.9 billion, or almost 55 percent of all new construction. The Civil Works programs of the Corps followed after with approximately US\$1.5 billion, or 44 percent.

Civil Works

The chart below displays the Civil Works construction scheduled and awarded for FY 1993. The awards are exhibited by division. The total for all civil construction in FY 1993 is of approximately US\$1.46 billion.



The South Pacific Division (SPD) leads the way with approximately US\$330 million in new construction. The Ohio River Division (ORD) is the second largest with approximately US\$270 million in new construction, with the Lower Mississippi Valley Division (LMVD) (US\$200 million), the South Atlantic Division (SAD) (US\$150 million), and the North Central Division (NCD) (US\$110 million) following after. The remaining six are the North Atlantic Division (NAD) with US\$100 million, the North Pacific Division (NPD) with US\$90 million, the Southwest Division (SWD) with US\$85 million, the Missouri River Division (MRD) with US\$50 million, the New England Division (NED) with US\$30 million, and the Pacific Ocean Division (POD) with US\$25 million.

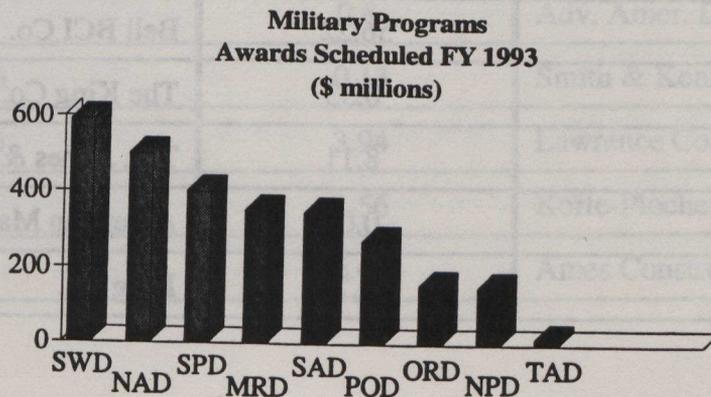
Two of the primary construction initiatives in FY 1993 are the family housing and Base Realignment and Closure (BRAC) programs. After two down years in 1990 and 1991, the construction of family housing is on the rise. In FY 1992, approximately US\$160 million was spent on family housing, and a comparable amount was expected for FY 1993. Family housing includes new construction, improvements, and planning and design.

Considering the importance of the BRAC program as a major initiative of the Clinton administration and of the military's attempt to downsize, this program is expected to grow at a steady rate in the years ahead. The following table illustrates the location and dollar value of some of the major base relocation and closure projects. In FY 1993, more than US\$700 million was spent in this program. Remember the thrust of these programs is to *close* and eliminate bases or federal installations, so select work based on a site's being *realigned, not closed*.

Major BRAC Construction Programs by Base (US\$M) — FY 1993	
Fort Belvoir, VA	153
Fort Huachuca, AZ	140
Adelphi, MD	115
Fort Carson, CO	83
Aberdeen Proving Ground, MD	80
Fort Jackson, SC	68
Yuma Proving Ground, AZ	58
Fort Bragg, NC	45
Fort Polk, LA	42

Military Programs

The chart below displays the Military Programs construction scheduled and awarded for FY 1993. The awards are exhibited by division. The total for all military construction in FY 1993 is approximately US\$2.8 billion.



The top division for military construction was the Southwest, with approximately US\$590 million scheduled. Rounding out the top five are the North Atlantic Division with US\$500 million, the South Pacific Division with US\$400 million, the Missouri River Division with US\$350 million, and the South Atlantic Division with US\$345 million. The remainder are the Pacific Ocean Division with US\$270 million, the Ohio River Division with US\$155 million, the North Pacific Division with US\$150 million, and the Transatlantic Division with US\$15 million.

Sixty U.S. bases were closed in recent years, and another sixty are projected to close by December 1995. Yet, many realigned bases will be refurbished periodically to keep the remaining forces in quality structures.

Major military construction projects in FY 1993 included barracks rehabilitation at Ft. Hood, Texas; a central energy plant at Fitzsimmons Army Medical Center in Colorado; a sewage treatment plant at Schofield Barracks, in Hawaii; a chemical demilitarization facility and a hazardous landfill at Pine Bluff Arsenal in Arkansas; a warehouse in Fort Drum, New York, and many others.

Top Contract Awards — Early FY 1993

Provided below is a list of the top contract awards for early 1993 for both the Civil Works and Military Programs branches of the Corps. The chart gives Canadian contractors a glance at the possible competition for awards at these locations.

Top Contract Awards for Early 1993: Civil Works and Military Programs		
District	Amount (US\$M)	Contractor
Albuquerque	3.8	D&S Contracting Inc.
Anchorage	1.98	Shemya Const. JV
Baltimore	56.22	Bell BCI Co.
Buffalo	0.33	The King Co. Inc.
Charleston	8.11	T.L. James & Co. Inc.
Chicago	0.07	American Marine Corp.
Detroit	0.2	King Co.

Europe	1.42	BA Regensburg
Far East	14.5	Host Nation
Fort Worth	25.91	Guyco Energy Co.
Galveston	1.53	King Fisher
Honolulu	14.8	Landmark Const.
Huntington	2.09	Debcon Inc.
Japan	1.51	GOJ Contractors
Kansas City	4.2	J.M. Perez Contractors
Little Rock	0.93	Alfred & Sons
Los Angeles	6.62	Sletten Const. Co.
Louisville	15.88	Howard Pence Inc.
Memphis	27.22	Fabritex Inc.
Mobile	14.27	David Boland Inc.
Nashville	0.98	Judy Const. Co.
New England	0.29	National Abatemen
New Orleans	10.1	New Orleans
New York	1.49	AWD Tech Inc.
Norfolk	9.31	Danis Industries
Omaha	4.72	Industrial Builders Inc.
Philadelphia	1.91	Weeks Marine Inc.
Pittsburgh	0.06	Beidler Roofing
Portland	0.8	Adv. Amer. Div. Svcs
Rock Island	0.13	Smith & Kennedy Const.
Sacramento	3.94	Lawrence Const. Co.
St. Louis	1.56	Korte-Plocher
St. Paul	6.64	Ames Construction

San Francisco	1.87	Manson Const. Inc.
Savannah	17.99	Conner Bros. Const.
Seattle	7.1	Wade Perrow
Transatlantic	8.98	Contract International
Tulsa	6.75	McMaster Const. Co.
Vicksburg	5.6	Barton & EBL, AJV
Walla Walla	0.52	Zypher Mechanical
Wilmington	2.85	The M Operating

CONSTRUCTION IN CONTEXT — REVIEWING CORPS BUDGET PATTERNS

Perhaps one of the best ways to get a handle on the opportunities to be found in new construction is to examine the trends over the last few years. The following table should be compared with the FY 1993 tables, above, on civil and military construction. The chart below shows the top divisions and districts by dollar value of new construction, both civil and military, for FY 1992.

Construction — Civil and Military — FY 1992					
No.	Division	US\$M	No.	District	US\$M
1.	South Atlantic	595	1.	Mobile	358.1
2.	Southwestern	562.1	2.	Winchester	255.3
3.	North Atlantic	459.6	3.	Ft. Worth	237.9
4.	South Pacific	419.1	4.	Los Angeles	235.4
5.	Lower Mississippi Valley	317.8	5.	Tulsa	186.9
6.	Missouri River	273.4	6.	New York	170
7.	Ohio River	258.5	7.	Sacramento	157.4
8.	Transatlantic	255.3	8.	Louisville	155.2

9.	North Pacific	114	9.	Baltimore	145.7
10.	Pacific Ocean	87.6	10.	Omaha	141.3
11.	North Central	57	11.	Vicksburg	134.9
12.	New England	11.5	12.	Kansas City	132.1
13.	Huntsville	5.8	13.	New Orleans	114.3

The next table lists the top divisions by dollar value for FY 1992, and shows whether the work was done for the Corps of Engineers or the U.S. Army.

Construction — Civil and Military — FY 1992					
Corps of Engineers (By division)			U.S. Army (By division)		
No.	Division	US\$M	No.	Division	US\$M
1.	South Atlantic	404.3	1.	Southwestern	439.3
2.	Lower Mississippi Valley	315.4	2.	South Pacific	303.7
3.	North Atlantic	233.5	3.	Transatlantic	255.9
4.	Southwestern	122.9	4.	North Atlantic	226.1
5.	South Pacific	115.5	5.	Missouri River	203.2
6.	Ohio River	110.9	6.	South Atlantic	190.7
7.	Missouri River	70.2	7.	Ohio River	147.6
8.	North Pacific	70	8.	Pacific Ocean	87.6
9.	North Central	57	9.	North Pacific	44
10.	New England	11.6	10.	Huntsville	5.8
11.	Pacific Ocean	.01	11.	Lower Mississippi Valley	2.4

In a variation of the table above, the chart below lists the top districts by dollar value for FY 1992. It classifies whether the work was done for the Corps of Engineers or

the U.S. Army. Most of the construction done for the U.S. Army is classified under the Corps' Military Programs branch. A majority of the Civil Works projects are categorized under the Corps of Engineers.

Construction — Civil and Military — FY 1992					
Corps of Engineers (By district)			U.S. Army (By district)		
No.	District	US\$M	No.	District	US\$M
1.	Mobile	252.9	1.	Winchester	255.3
2.	Vicksburg	134.7	2.	Ft. Worth	205.8
3.	Philadelphia	113.6	3.	Louisville	146.9
4.	New Orleans	112.1	4.	Los Angeles	144.4
5.	Jacksonville	108.4	5.	Tulsa	142.1
6.	Los Angeles	91	6.	Sacramento	140.3
7.	Pittsburgh	63.4	7.	New York	121
8.	St. Louis	62.5	8.	Mobile	105.2
9.	Baltimore	53.4	9.	Kansas City	102.8
10.	New York	49	10.	Omaha	100.4

The major Corps construction activities include dredging; various buildings ranging from offices to hospitals to fuel storage centers; airfield structures; highways, roads, and bridges; waste treatment and storage facilities; laboratories and clinics; tunnels and subsurface structures; and parking facilities.

TOP CONSTRUCTION CONTRACTORS — TEAMING PARTNERS

One of the best ways for a Canadian contractor to enter the U.S. federal market is to build a relationship with an experienced and established U.S. contractor. Provided below is a list of the top 25 Corps contractors for new construction and their percentage of the Corps total contract dollars in FY 1992. These contractors can be contacted for possible teaming or subcontracting opportunities, or to position a company for competitive procurements among the professional community.

Top Contractors for New Construction — FY 1992		
Contractor	US\$M	%
1. Ebasco Constructors/Gust. Newberg Joint Venture	71.861	2.10%
2. George Hyman Construction Company	69.342	2.03%
3. American International Constructors	63.834	1.87%
4. Centex-Rooney Enterprises	59.306	1.74%
5. Great Lakes Dredge & Dock Company	58.802	1.72%
6. Hensel Phelps Construction Company	52.230	1.53%
7. J.S. Alberici Construction Company	51.500	1.51%
8. H.B. Zachry Company	39.947	1.17%
9. Morrison-Knudsen Company Inc.	37.811	1.11%
10. Jones Group Inc.	36.388	1.07%
11. Lane Construction Corporation	35.081	1.03%
12. MCI Constructors Inc.	34.641	1.01%
13. Carothers Construction Company	33.743	.99%
14. M.A. Mortenson Company	31.096	.91%
15. Al Johnson Construction Company	30.559	.89%
16. Flintoco Inc.	30.528	.89%
17. Black River Constructors	30.478	.89%
18. Law Company Inc.	30.003	.88%

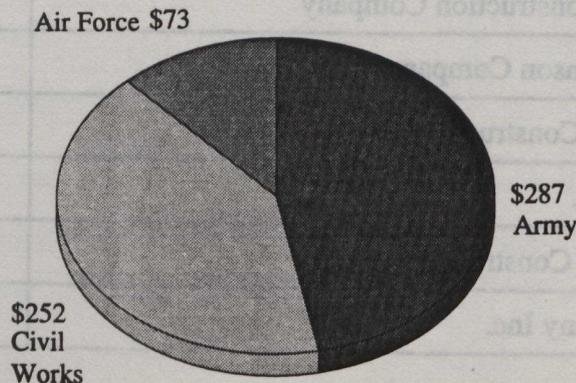
19. Mark Diversified Inc.	27.628	.81%
20. Perini Corporation/O&G Industries	26.774	.78%
21. Monarch Construction Company	26.200	.77%
22. Mohamed a Kharafi	25.473	.75%
23. Great Lakes Dredge & Dock Company	25.471	.75%
24. Morrison-Knudsen/Kharafi	25.151	.74%
25. Blake Construction Company Inc.	25.100	.73%

REPAIR AND RENOVATION

Unlike new construction, repair and renovation is not a separate appropriation. It is included in the Corps' operations and maintenance budget. Repair and renovation is budgeted by each installation requiring this type of work six months before the solicitation is formalized. The annual budget for operations and maintenance does not have to be spent in the fiscal year it is appropriated, but may be used within a five-year period.

In FY 1992, approximately US\$612 million was spent on repair and renovation. Of this total amount, approximately US\$287 million was used to repair and renovate U.S. Army facilities, while approximately US\$252 million was used for civil works projects. The remaining US\$73 million was used to repair and renovate U.S. Air Force facilities.

Repair and Renovation FY 1992
(\$ millions)



Most of the repair and renovation work involved various administrative buildings. However, it also included dredging; family housing; highways, bridges and roads; dams; troop housing; factories; hospitals and infirmaries; sewage and utility structures; and airport runways.

The following chart displays the top 25 Corps contractors and their percentage of Corps contract dollars for repair and renovation in FY 1992. As with new construction, the table can be used as a starting point for finding potential teaming partners or subcontractors, or to learn more about the market or possible competition.

Top Contractors for Repair and Renovation — FY 1992		
Contractor	US\$M	%
1. Guyco Engineering Company	14.184	2.32%
2. Luhr Brothers Inc.	14.116	2.31%
3. King Fisher Marine Services	12.073	1.97%
4. Dycom industries Inc.	10.365	1.69%
5. Carothers Construction Inc.	9.308	1.52%
6. Great Lakes Dredge & Dock Company	9.275	1.52%
7. Midwest Foundation Corporation	8.785	1.44%
8. Johnson Brothers Corporation	7.702	1.26%
9. Peabody Construction Company Inc.	7.374	1.21%
10. Misener Marine Construction	7.255	1.19%
11. JT Construction Company Inc.	7.115	1.16%
12. Chemical Waste Management	6.636	1.08%
13. GWH/Fort Sill Joint Venture	6.558	1.07%
14. Dillingham Construction Pacific, Ltd.	5.840	.95%
15. Federal Republic of Germany	5.770	.94%
16. H. Angelo & Company Inc.	5.698	.93%
17. Great Lakes Dredge & Dock Company	5.473	.89%

18. Frank E. Basil Inc.	4.821	.79%
19. John Bowman Inc.	4.799	.78%
20. Atcon Bygnings Enterprise	4.723	.77%
21. Kenny Construction Company	4.481	.73%
22. MCC Construction Corporation	4.439	.73%
23. Peter Kiewit Sons' Company	4.314	.71%
24. McAninch Corporation	4.307	.70%
25. Brown & Root Development Inc.	4.296	.70%

ENVIRONMENTAL CLEANUP

According to a high-ranking official responsible for Corps environmental restoration projects, "The United States has gotten more environmentally aware [in recent years], and there have been lots of new regulations issued. Agencies have had to clean up their acts and their past sins." This growing concern of the American people for their environment has created a new and thriving industry. Environmental cleanup has been termed the "growth industry" of the U.S. Army Corps of Engineers and is expected to increase in both scope of work and dollar value over the next 10 to 20 years. Also, the Corps is very active in closing military bases, all of which must undergo environmental restoration before they can be converted to a new use.

The Defense Environmental Restoration Program (DERP), focuses on the cleanup of former military fuels and munitions storage sites, and has increased significantly since FY 1990. In that year, approximately US\$600 million was spent on site cleanup, of which approximately US\$250 million was performed by the Corps. The budget for environmental cleanup is approximately US\$1.5 billion. Of this, approximately US\$750 million to US\$1 billion is performed by Corps contractors.

Almost all environmental restoration is contracted out through the district offices of the Missouri River Division. In FY 1993, the division will have spent more than US\$600 million on restoration. This includes the Omaha District, which operates as the primary contractor and the center of specialization for Corps environmental cleanup, and the Kansas City District, which also contracts out a substantial portion of this work.

The next largest Corps customer for environmental cleanup is the North Atlantic Division, with approximately US\$160 million of work in FY 1993. Each Corps division has an environmental cleanup budget usually ranging from US\$10 to US\$25 million. The work includes studies, design, and remedial action.

The Corps also contracts for environmental cleanup work through its Support for Others program, which assists other agencies. For example, in FY 1993, the Corps let contracts for more than US\$300 million of Superfund work for the Environmental Protection Agency (EPA) and almost US\$90 million for environmental restoration or facilities cleanup for the Department of Energy (DOE).

Listed below are some of the forthcoming Superfund sites to be cleaned up through the Corps along with the office issuing the solicitation. A majority of these sites have not yet issued formal solicitations. Announcements are expected in the near future.

EPA Superfund Projects Scheduled for Cleanup by the Corps	
Site Name	Soliciting Office
Baird & McGuire	New England District
Bofors Nobel	Omaha District
Cherokee County, Kansas	Kansas City District
Drake Chemical	Omaha District
Kearsarge	New England District
Kem-Pest Laboratories	Kansas City District
Lipari Landfill	Kansas City District
Nyanza Chemical	New England District
Ott/Story/Cordova Chemical	Omaha District
Southern Maryland Wood Treating	Omaha District
Welsh Landfill	Omaha District
Greenwood Chemical Company	Omaha District
Montclair/Glen Ridge	Kansas City District

Douglassville Disposal	Omaha District
D'Imperio Property	Kansas City District
Lang Property	Kansas City District
Caldwell Trucking Company	Kansas City District
Selma Pressure Treating Company	Sacramento District
Oconomowoc Electroplating Company	Omaha District
Claremont Polychemical	Kansas City District
Vineland Chemical Company Inc.	Kansas City District
Roebing Steel Company	Kansas City District
Caldwell Trucking Company	Kansas City District

CHAPTER 5

A Short Course in U.S. Federal Procurement

LEGAL AND REGULATORY FRAMEWORK

The principal regulations governing the U.S. Army Corps of Engineers (USACE or Corps) and U.S. federal contracting are the Federal Acquisition Regulation (FAR) and the Defense FAR Supplement, or DFARS. The *Federal Register*, a daily publication of the U.S. Government Printing Office (GPO), provides updates regarding changes to all federal regulations. New FAR and DFARS provisions appear first in the *Federal Register*. Contractors rely on the FAR and DFARS, making sure they maintain up-to-date copies of appropriate sections of these regulations in their management offices. Canadian companies interested in this market should pursue *Accessing the U.S. Defense Market* available from the Canadian Embassy (202) 682-7746 or Pat Molson at the Department of Foreign Affairs & International Trade (613) 944-9440.

THE ACQUISITION PROCESS

All government contracts progress through a process that begins with a needs assessment and ends with contract close-out. When the Corps decides it needs a certain type of work done, it decides what kind of solicitation should be used.

Solicitation Types. There are two types of formal, competitive solicitation media. The most commonly used is the **Invitation for Bid (IFB)**, often called sealed bidding, in which the lowest priced proposal from a responsible bidder that meets specifications and contract provisions wins.

The IFB is appropriate for solicitations where the technology is well-established, the item or items desired are available on the open market, and specifications and requirements are sufficiently clear and restrictive. This means that discussions and negotiations are unnecessary to ensure that the desired product will be provided on the schedule desired. Construction projects typically use IFBs.

The second type is the **Request for Proposal (RFP)**, a negotiated solicitation in which cost can be the most important factor, but often is secondary to technical, management, logistics, or other considerations. These require a substantial technical proposal, showing expertise and depth.

The **Request for Quote (RFQ)** is not, properly speaking, a vehicle for procurement, since the request is not a commitment to buy and a response is not a commitment to sell. No contract can result, but RFQ data can be used to provide information to prepare an RFP or for broader planning purposes.

Architect-Engineer (A-E) contracts fall under a unique category of highly structured procedures which attempt to (1) eliminate price as a consideration and (2) choose contractors based on demonstrated competence and technical qualifications.

The specific type of solicitation will vary depending on the type of project. IFBs are used in construction projects. RFPs are typically used in environmental cleanup projects. A variation of the RFP process is used in A-E contracts.

Once a Canadian company has identified the contracting agency or office it must become sourced through the Canadian Commercial Corporation (CCC) if the project is DoD funded. For more information see the section on the CCC in chapter 7.

MAJOR EVENTS IN THE U.S. FEDERAL SOLICITATION PROCESS

CBD Announcement. All contracting opportunities valued in excess of US\$25,000 are announced in the *Commerce Business Daily (CBD)*, a daily publication of the U.S. Department of Commerce, available from the Government Printing Office. The CBD lists contracting opportunities, contract awards, and subcontracting opportunities. Projects *must appear* in the CBD at least 15 days before the IFB or RFP is issued. A successful contractor will be aware of these solicitations long before CBD announcements are published.

IFB/RFP Issued. It is not mandatory to issue a draft RFP for contractor comment, but DoD policy encourages it, and other agencies sometimes recommend it. Development of the draft RFP may require many months and involve the efforts of a number of customer and independent contractor personnel. When it is far enough along to establish basic criteria, it will be synopsized and advertised in the CBD.

Some agencies and commands offer briefings to industry during the period of specification and solicitation development. Briefings may occur on a monthly basis during the last six months (or longer) prior to RFP issue. Whether or not the specific program office has open briefings, however, any serious seller will be trying to meet one-on-one with as many of the people in the program office as possible. When a draft RFP is issued, contractors have the opportunity to establish themselves as credible contenders.

Issuance of the final RFP will be accompanied by a letter establishing strict limitations on subsequent contact with customer personnel. Thereafter, only formal correspondence through the Procurement Contracting Officer will be allowed.

Bid and Pre-proposal Conference. The Bidders Conference conducted by the agency issuing the solicitation is usually held several weeks after IFB/RFP issuance and is important to contractors for a number of reasons.

- The Conference can provide some indication of who the competitors are, and with whom they are teamed.
- All serious contenders attend the Conference.
- The Conference is the first opportunity to obtain clarifications of items in the IFB/RFP. More important, it is an opportunity to see what questions the competition is asking and what issues they have raised, without airing key issues you believe could win for you.
- While the agency presentations are carefully prepared to avoid identification of prejudices or preferred solutions and approaches, contractors should expect to obtain some clues that will be helpful in developing a strategy.
- Contractors can expect to gain some insight into the personalities involved in the selection process, and the personalities of those who will be influencing them.

- Finally, you may even obtain some additional background information. Careful listening will always expand your understanding.

Bid/Proposal Submission. Bids or proposals must be submitted *before* the deadline stated in the IFB/RFP in strict accord with the C, L, and M sections of the solicitation. There is very little room for error. Late bids or proposals generally must be qualified. Prudent bidders start work *before* the RFP or IFB is released.

Source selection. For IFB/construction projects, the Corps publicly opens all sealed bids, announces the bids of all bidders, determines which bid is the lowest responsive, and responsible bid, and awards the contract to that company.

For RFP contracts, the Corps evaluates in private the technical, management, and cost proposals of each offeror. It determines which proposals are in the *competitive range* because they are acceptable proposals or proposals that are reasonably susceptible to being made acceptable. If ten bidders submitted proposals, only five might be in this range. The Federal Acquisition Regulation (FAR) requires only three. It then conducts *discussions or negotiations* with those companies with proposals within the competitive range. These discussions are designed to tell offerors the deficiencies or weaknesses in their proposals that need to be addressed in a *best and final offer* (BAFO). The agency then calls for BAFOs, evaluates them, and determines which company submitted the best final offer and awards the contract to that company.

Firms interested in A-E contracts submit to the Corps receives a completed SF 254, "Architect-Engineer and Related Services Questionnaire," and SF 255, "Architect-Engineer and Related Services Questionnaire for Specific Project." (For additional information, see Chapter 7.) The highest qualified A-E firms are selected based upon the following considerations. (Note that price is not a factor in selection.)

- Past performance on contracts with government agencies and private industry in terms of cost control, quality of work, and compliance with performance schedules.
- Professional qualifications necessary for satisfactory performance of required services.
- Specialized experience and technical competence in the type of work required.
- Capacity to accomplish the work in the required time.

- Location in the general geographical area of the project and knowledge of the locality of the project. Application of this criterion must leave a number of qualified firms appropriate to the nature and size of the project.
- Acceptability under other appropriate evaluation criteria based on individual procurement.

The Department of Defense (DoD) also considers the volume of work previously awarded to the firm by DoD, with the object of effecting an equitable distribution of DoD A-E contracts among qualified A-E firms, including small and small disadvantaged businesses, and firms that have not had prior DoD contracts.

Debriefing. For IFBs, a debriefing is not typical. Since bidders know the bids of all competitors as soon as they are opened, a debriefing is not required. Losing bidders, however, have a right to know who won the bid.

For RFPs, a debriefing is typically held after contract award. It gives the government the chance to tell the losing bidders why they lost. Usually the government will not tell the losing companies why the winner won since that often involves the disclosure of proprietary information, but it will discuss perceived flaws and shortcomings in the losing bidder's proposal.

U.S. government regulations state that a losing bidder has a right to request a debriefing. The losing bidder must make his request in writing to the contracting officer. The debriefing is attended by government officials who are familiar with the rationale for the contract award. During the debriefing, the strong and weak points of the losing bidder's proposal are reviewed. This assists the losing bidder in improving future proposals.

CHAPTER 6

Forecasting Contract Opportunities

Although official announcements for U.S. Army Corps of Engineers (USACE or Corps) work are handled like other U.S. federal procurements, with a solicitation being formally announced in the *Commerce Business Daily* and the contractor having 15 to 30 days to respond to the IFB or RFP, there are ways to get ahead of the competition to be better prepared for upcoming procurements.

Customer Planning Information. How do contractors get advance notice about future contracting opportunities with the Corps? What should contractors bear in mind?

- **The Corps spends about one-third of its annual budget during the last two months of the fiscal year.**
- **The procurement process is very decentralized.** It is driven by budget and planning considerations at the national level but execution occurs at the field office level.
- **All Corps district offices maintain lists of contractors by specialty areas but no qualified bidders lists or pre-award surveys.** To receive presolicitation notices get on the list.
- **Each Corps project has a project management plan administered by the district project manager.** The plan is not published, so it can only be learned by direct contact with Corps district offices.

- **Pay attention to the Corps' customers, as well as the Corps itself.** Potential bidders not only need to get to know Corps offices, but also commands and agencies for whom the Corps takes on projects.
- **As military bases are closed the Corps will be emphasizing environmental clean-up projects for the next 10 to 20 years.** There are 60 base closings expected in 1994 and 1995.

Information to Get Ahead. Many contractors look for information about potential Corps business. Where do they find it? Agencies, such as the Corps, often send representatives to trade shows and conventions hosted by manufacturing, construction, and building industry organizations. Attending these shows or conventions will not only give you an opportunity to get to know some of your possible federal customers, but it will give you a glimpse of your competition and possible teaming or subcontracting partners.

Most firms in construction read the *Engineering News Record* cover to cover to see what is developing in the industry, new contracts, and announcements of new products and techniques. The Awards section of the *Commerce Business Daily* (CBD) is another readily accessible listing of those contractors who have positioned themselves to win new work. The CBD not only lists the firm and the type of work, but also the winner's name, and the winning price.

In addition, many associations, such as the Associated General Contractors of America or the Associated Builders and Contractors of America, organize trade shows or annual conferences for their members. Industry and association publications can also be of use.

The following is a list of other possible sources of information on upcoming federal construction opportunities.

- The Corps' *Automated Management and Progress Reporting System* (AMPRS) offers four quarterly reports on the dollar value and progress of Corps design/construction programs. The lists are used for internal scheduling and performance evaluations, but do not reflect commitments to contract out work. Projects may be cancelled, deferred, or rescheduled and may reflect direct or indirect Corps design/construction involvement. An annual subscription costs US\$100; each quarterly report is US\$30. Copies may be obtained by sending a check payable to the Corps' Finance and Accounting Branch to: Department

a check payable to the Corps' Finance and Accounting Branch to: Department of the Army, HQ, U.S. Army Corps of Engineers, ATTN: CEMP-MP (AMPRS), Washington, D.C. 20314-1000.

- Washington trade press agency procurement requests
- Online bulletin boards
- The U.S. Government Printing Office stocks dozens of publications that outline federal agencies' responsibilities, purchasing procedures, and contacts. (These and other useful publications are listed in Appendix D.)
- Federal Data Procurement Center reports, which provide information on all U.S. federal agencies and Corps contracts. It is a good source of potential teaming partners and gives you a look at types and locations of major projects during the previous fiscal year.
- Most A/E opportunities, according to the *Forecast of GSA Contracting Opportunities* (FY 1992 edition), are in Delaware, Maryland, Pennsylvania, Virginia, Washington, D.C., and West Virginia. Together, these states comprise GSA's Region 3 and the National Capital Region (NCR), and account for 185 of 275 forecast projects. The NCR has the highest estimated dollar value (US\$176.86 million) for forecast projects. The next highest (US\$148.5 million) is in Illinois, Indiana, Ohio, Minnesota, and Wisconsin (Region 5). Canadian architect-engineer firms should contact the particular federal agencies for information on upcoming projects and contracts. The *Federal Yellow Book* lists the names of contact personnel in each of the departments and agencies. Military A/E contract information can be obtained by contacting the U.S. Army Corps of Engineers, Naval Facilities Engineering Command, and the Air Force District of Washington, respectively. Also, the Defense Supply Service Washington (DSSW) is a good source of information.
- The U.S. Congress requires each buying agency to report both its budget and how it actually spends the money for each contract. Agencies have to report every contract action over US\$25,000. This is public information and is printed daily in the *Commerce Business Daily* with specifics listed in the Awards section. The data for every contract includes:

- the contractor's name;
 - the buying agency;
 - the award amount;
 - the purchase office; and
 - the product or service class.
- To develop contracting opportunities in the United States consider joining industry organizations to develop contacts. In the U.S., there are many organizations like the Canadian Construction Association—that is, there are dozens of industry associations catering to different facets of the construction and engineering industry. Consider joining those that are most suitable for your interests. Association memberships, with their meetings, conventions, technical journals, directories, and other publications can help you to:
 - meet potential partners;
 - identify projects and technology developments;
 - establish and strengthen your market presence; and
 - publicize your capabilities.

CHAPTER 7

How To Get Started

GETTING ON THE BIDDERS' LIST

The first step for any firm desiring to perform construction services for the U.S. Army Corps of Engineers (USACE or Corps) is to inform the procurement office of each district or operating division of your desire for placement on its mailing list. To get on the mailing list for supplies or *services*, a **construction firm** must forward a complete Standard Form 129, "Solicitation Mailing List Application," to each procurement office with which it wishes to do business. Once a construction firm has a completed Standard Form 129 on file with a procurement office, it will be eligible to receive solicitations regarding upcoming construction projects for that office.

Architect-Engineer (A-E) firms interested in being considered for A-E contracts with the Corps must complete Standard Form 254, "Architect-Engineer and Related Services Questionnaire" (SF 254). For A-E contracts funded by the DoD, a firm must forward SF 254 to each procurement office through the Canadian Commercial Corporation (CCC) in Ottawa. Under Part 225. 870 of the DFARS, failure to source through the CCC could make your bid non-compliant if the project is funded through the DoD, and it could provide a basis for a U.S. firm to bring a protest to disqualify your bid. In practical terms, SF 254 is the firm's resume of its overall professional capabilities, specialized experience and the size and complexity of the projects it can perform. An A-E firm must submit a completed Standard Form 254 to the USACE on an annual basis to be eligible for any A-E design projects. Also, for certain procurements Canadian firms must also complete Standard Form 255, "Architect-Engineer and Related Services Questionnaire for Special Projects." Unlike the Standard Form 254 which requests information concerning a firm's overall capabilities, the Standard Form 255 requests information concerning a firm's

capability to perform a specific project. District offices do not operate uniformly. Determine the district office preferences and requirements by contacting the appropriate procurement office. You will find copies of Standard Forms 129, 254 and 255 in Appendix B.

Once placed on the district and operating division mailing list, you will automatically receive an advance notice of IFBs or RFPs on new procurements. Each RFP or IFB contains a reply section that is used to inform the procuring office of your desire to compete for the procurement. If you receive three consecutive IFBs or RFPs and you do not respond, you will be removed from the mailing list. If you want to keep communication open about future work, you should inform the procuring office of a no-bid decision when you do not want to bid on the advertised procurement.

MARKETING CANADIAN CONSTRUCTION FIRMS TO U.S. FEDERAL CUSTOMERS

In commercial contracting, the only way to successfully sell a product or service is to know the customer and the market you are targeting, and permit the customer to know you and your firm's capabilities. The same holds true when you are trying to sell to the U.S. government.

Developing the Marketing Plan. A plan to penetrate the Corps should be as extensive an effort as the company's time and staff will permit. Remember that autonomous projects, budgets, and forecasts of each division office open up the possibility—and the requirement—of many separate marketing efforts. The Corps' offices across the United States should be identified by region, state and locale—as well as by their collective and separate projects, budgets, charters, and future work in each Corps office forecast. Good business judgment suggests you cannot market to all Corps offices simultaneously. Thus, in selecting initial opportunities to pursue with the USACE, you may want to focus on a limited geographical area where you have an office or commercial business, or because it is close enough to your home base to be accessible to your marketing staff.

What are the elements of a U.S. marketing plan? While they vary among corporations, most have these characteristics:

- ***A Statement of Purpose***, stating what the long range goals are for five to 10 years in the future, defining the future, outlining the desired marketplace and its parameters.

- *Major Target lists*, sample contracts now in progress that are the types of construction and construction services most like ideal work expected in the future.
- *Trip reports* from skilled individuals who have personally made dedicated trips to Corps offices solely for the purpose of getting new business.
- *RFP lists* of jobs coming up in the geographical region you have selected in three to 12 months to bid and propose; 12 to 24 months ahead; 24 to 36 months ahead.
- *Business competitors* in the same marketplace, firms that may subcontract some work, potential allies whose market you may overlap or complement.

Statement of Purpose. A firm needs to voice its new business aspirations in writing and specify what they hope to achieve, so the right resources can be committed to achieve that goal and the return on investment can be evaluated over time. Typically a statement such as, "We need some new revenue," just won't do. It fails to say what kind of new business and how much of it is wanted.

An optimum statement of purpose addresses every major heading of the company's profit and loss financial sheets, stating precisely that the firm aims to go from six superintendents to 12, from a fleet of 15 cement mixer trucks to a fleet of 25, from 125 crafts and trades employees to 250, from a US\$10 million a year firm gross to a US\$25 million a year firm gross, and so forth. Each aspiration should be backed up by realistic projections showing step-by-step how the progress will be achieved. The identities of major projects that are forecast as sources of revenue should be mentioned, and in dollar amounts.

Marketing plans ideally cover longer periods of time. If the USACE is a new market, that return on marketing investment will take time to show up; a short term plan for rapid success is probably not realistic. A five-year initial forecast is recommended as the starting point. It should be updated and amended with real-world data each quarter and each fiscal year.

Major Targets. No marketing plan can be complete without a current, valid list of major targets.

The company should compile its staff recommendations for new work and arrive at a valid list of Corps projects that look attractive, performable, and profitable. No more than 10 major targets should be on the list.

The marketing manager and president of each firm should then screen, evaluate, and rank each potential project (1, 2, or 3), ranking how much time and energy and money should be spent on the pursuit of each. Every month and every quarter should bring a review of the list's priorities when necessary.

Information about each major target should include a narrative description, known dollar value of the contract, staff levels, activities, problems, and other business intelligence that will make management decisions easy and streamline proposal considerations.

Marketing Trips, Marketing Reports. In the U.S. market, nothing takes the place of immediate, first-hand information about a specific marketplace. For U.S. agencies such as the Corps, many believe you are a stranger until you prove yourself an insider.

Many U.S. firms assign marketing representatives to visit agency members on a regular basis. Marketing trips are the key to erasing the perception that you are a stranger on a one-time expedition, exploiting whatever data you come upon. The marketing trip is scheduled periodically to see many of the same persons in Corps contracting offices, people who are contracting officers with new work, or technical persons who evaluate proposals and are constantly seeking new approaches or contractors to enact the new approaches.

U.S. firms have been known to entertain agency personnel at sports events, golf, and dinners before the procurement process begins. However, Canadian firms should be aware that strict ethical guidelines regarding gratuities and entertainment go into effect with the announcement of a solicitation. Marketers approach this sensitive issue differently. Some professionals say entertainment and food are acceptable as long as no active procurement is discussed. Others say pushing the envelope on procurement integrity is risky, potentially bad business, and it can shatter trust. They agree, "When in doubt, ask!" The official may meet you for lunch, pay his/her own tab, and talk about future projects. Take your cue from the senior management of the Corps office with which you are developing a relationship. Before planning a

marketing trip, talk with an agency official regarding that agency's office practices or consult the Canadian Embassy in Washington, D.C. at (202) 682-7746.

Corps technical staff often ask questions that the marketing staff cannot answer on the spot. You will be expected to have the answer(s) the next time you visit the Corps. Generally, the more technical the answer, the better.

Marketing trips have two goals: first, to disseminate favorable news and announcements to clients about your firm, and second, to obtain from the client a list of his/her current technical problems, new work forecast, and new contracts forthcoming. Your company's *Qualifications and Capabilities Booklet* should be left with every potential client, as well as an annual report if timely, and company newsletters, bulletins and announcements commemorating new projects, new techniques, new hires and other noteworthy accomplishments. The marketing trip says, "We're the problem solvers you've been looking for. Here are our credentials."

Trips by a few well-prepared, observant, articulate, and cognizant individuals should be made to every Corps office consistent with a firm's marketing goals. Since all Corps offices deal in construction and construction services, it may be that a three to six month time frame needs to be dedicated to the reconnaissance of every Corps contracting office in U.S. target areas. You should emphasize the larger offices where a volume of large dollar contracts are let. But do not omit smaller field offices who procure services locally on purchase requisitions, usually under US\$10,000 or US\$25,000. While these small fees and offices appear insignificant on the surface, visiting them gives your firm credibility, enabling you to become a subcontractor on larger contracts.

These trips will be necessary as fact-finding missions, to develop strategies where real opportunities are discussed by the Corps in a friendly atmosphere you've won by devoting yourselves to the Corps' priorities.

RFP Lists. As your market plan progresses, you will become aware of opportunities before they appear in the CBD; however, they are not official or binding until RFPs actually appear in print in the CBD for you and others to request. While you are waiting for RFP announcements, spend your marketing time preparing the narratives and costs for issues you expect to address in actual proposals.

Your list of expected RFPs should come from biweekly or at least monthly telephone (or personal) visits to contracting offices, seeking release dates on RFPs important to you.

As RFPs become available, your list of major targets may be altered by delivery times for the proposals the Corps is soliciting from you. The RFP list must be validated every month so that you can predict activities, budgets, and consultants needed for odd or special contracts in the months ahead.

Business Competitors, Business Allies. Oddly enough, as marketing in the U.S. will show, sometimes firms who are arch competitors will ally themselves for a particular contract opportunity where the Corps sees them as complementary, rather than as competitors.

For the new entrant into the U.S. market, it is essential to identify, locate, and categorize all competitors. For the Corps, a six-month listing of contract winners from the CBD's awards section would suffice as a start. Personal knowledge from your own staff and vendors is another source. However, the best source of this data is to obtain bidders' lists from all procurements you are interested in. For commercial and U.S. federal opportunities, a list derived from the *Engineering News Record* would be excellent.

Many U.S. firms have someone designated as the company librarian. This person routinely collects marketing literature from other firms to see who might be a competitor, or (if groomed for the role) a team player, prime, or subcontractor. That data can help you plan to call on these firms, to let them know your capabilities, and to find out about opportunities you can pursue together. A Canadian firm may consider designating a librarian as it develops business with the U.S. federal government.

Professional societies such as the Associated General Contractors of America (AGC), American Consulting Engineers Council, Construction Management Association of America, and Associated Builders and Contractors of America are excellent forums to meet and exchange teaming ideas with U.S. firms in the construction marketplace. Canadian firms wishing to place themselves well ahead of the pack would do well to join the appropriate U.S. national and state societies immediately, to accelerate the flow of inside information and to establish a network.

When all the elements of a marketing plan are present with sufficient details to provide a succinct statement of purpose, a major targets list, trip reports, RFP lists, and a competitors/allies list, then and only then will a Canadian firm (or any newcomer) have a solid framework to build new Corps markets.

How to Present Your Company's Qualifications. There are a number of proven ways to demonstrate your firm's qualifications for new work in the United States. The first and foremost is SF 254 and SF 255, obtainable (in the blank format) from the U.S. Government Printing Office (see Appendix B). Forms 254 and 255 are the standard communications among U.S. federal users of engineering firms. In brief, the SF 254 and 255 are formal records of a project's history, in an official format containing many data elements of precise information. For every project your firm has accomplished, there is a separate SF 255 sheet—larger, older firms have thick sets of documents of this sort.

In the Corps, bidders are frequently asked for forms 254 and 255 as proof of their credentials. Additionally, if a Corps announcement calls for SF 254 and SF 255 in the CBD, and a firm cannot produce one, that firm will be automatically excluded from competing for the contract.

A secondary and very important document routinely requested is the *Capabilities or Qualifications Brochure*, usually an annual product, filled with slick photos, good news, breakthroughs, flow charts lauding your ways of doing business successfully, kind words from your president, praise from clients, and a well documented, specific list of past and current clients, with lots of facts about their projects. In essence, this is similar to what is contained in SF 254 and 255, but the format is chosen by the submitter, and there's a free use of persuasive, positive language.

Although this data is usually largely compiled and assembled in-house, a public relations firm and its staff of professional writers and layout artists can produce the finished product in a pleasing manner. Marketing people carry these documents everywhere, dropping them off at all potential clients' offices. A computerized mailing list of other potential clients and corporate allies is regularly employed to broadcast the firm's credentials to others.

An annual financial report is the third most commonly requested item, and is frequently required as part of the business and financial volume of a Corps cost proposal. Again, a firm without an up-to-date financial report is at a handicap if the Corps office asks for it. Again, typically the more attractive fiscal report packages are attractive, well-illustrated packages that look good on a client's desk, professionally produced, and preferably audited by a firm that can vouch for accounting accuracy and authenticity.

Armed with a solid business plan, a flow of market intelligence, and these three baseline documents, firms entering the U.S. marketplace will be well equipped to compete.

BONDS

To win and perform a contract with the Corps for construction services, the contractor must often obtain bid, performance, and payment bonds. This requirement applies to both IFBs and RFPs. U.S. firms usually obtain such bonding from their insurance carriers. Canadian firms may obtain bonds from the Canadian Commercial Corporation (CCC), when it acts as prime contractor to facilitate the sale of Canadian goods and services to foreign governments and international agencies. When the USACE contracts with a Canadian firm through the CCC, it accepts the Canadian government's guarantee for all contractual commitments. Part 225.870 of the DFARS states:

The Canadian Government guarantees to the U.S. Government all commitments, obligations, and covenants of the Canadian Commercial Corporation under any contract or order issued to the Corporation by an contracting activity of the U.S. Government. The Canadian Government has waived notice of any change or modification which may be made, from time to time, in these commitments, obligations, or covenants.

Canadian construction firms are required to go through the CCC for contracts in excess of US\$25,000 on Corps projects funded by the Department of Defense (DoD). For Corps projects not funded by DoD, however, going through the CCC is optional, at the suggestion of the bidder and the agreement of the Corps. For more information on the CCC, contact Jim Burt at (613) 995-8046; fax (613) 995-2121.

A bond serves as a written instrument executed by a bidder or contractor and a second party (the surety) to assure the fulfillment of the bidder's obligations to the government. If the bidder or contractor fails to meet its obligations, the bond assures payment, to the extent stipulated, of any loss sustained by the government as a result of bankruptcy or default on the part of the bidder or contractor.

Bid Guarantee Bonds. Bid guarantee bonds give the government the assurance that if a company is declared the winner of a contract but refuses to execute the contract documents, the government can recover any damages that result from the company backing out of the deal.

If, for example, the government must pay US\$20,000 more to the second lowest bidder for a contract because the lowest bidder backed out, the government can get the additional US\$20,000 from the bid guarantee. The bid guarantee must be at least 20 percent of the bid price but not more than US\$3 million. Many small firms avoid any RFP with bonding requirements, due to the risk and liability.

The contracting officer retains this guarantee until the award of the contract. If the contractor fails to provide a bid bond as required by an IFB, the bid will be automatically rejected. According to RFP procedures, a bidder's failure to provide a bid bond will result in the rejection of the initial proposal if an award is to be made without discussion. If the bidder is determined to be in the competitive range and discussions are held, the bidder will be given the opportunity to provide a bid bond.

Performance Bonds. Performance bonds assure the government that if the contractor defaults on the project, the work will be completed with funds from the bond or, as is more likely, by the surety company itself. After the contractor is selected for award, it is required to provide a performance bond if the construction contract exceeds US\$25,000. The performance bond is usually 100 percent of the original contract price, unless the contracting officer determines that a lesser amount would be adequate for the protection of the government.

Payment Bonds. Payment bonds assure suppliers and workers that they will get paid for their contribution to the project. If the contractor fails to pay them, the bond becomes a source of revenue for payment. A payment bond is required only when a performance bond is required. The amount required is:

- 50 percent of the contract price for contracts US\$1 million or less;
- 40 percent of the contract price for contracts between US\$1 million and US\$5 million; and
- US\$2.5 million if the contract price is more than US\$5 million.

Considerations for Canadian Firms. Corporate sureties acceptable to the USACE are listed on the U.S. Department of the Treasury Circular 570, *Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies*.

Individual sureties are allowed under FAR 28.203-2. Individual sureties must post acceptable assets, including cash and certificates of deposit from a federally insured

financial institution. Unacceptable assets listed in that FAR provision include "foreign securities" and "real property located outside the United States." Most firms elect to obtain a bonding line from their insurer or banker, rather than put up company assets.

Bonds must be furnished by contractors prior to receiving a notice to proceed or being allowed to start work.

HOW TO PREPARE A WINNING BID AND PROPOSAL

Considering Market Intelligence

The first logical step in winning bids and proposals is the all-important aspect of selecting which ones are prudent to invest in. Knowledge of the Corps and its overall activities is essential in the bid/no-bid process. Every procurement solicitation (RFP) has a history of its own—what the Corps says it wants, what it really wants, what past contractors have done on the job, and the job's potential for visibility. Firms who currently hold Corps contracts will do what is often called a "vulnerability assessment" as part of their re-bid strategies, but the analysis would be the same for a Canadian firm breaking into a specific market.

Typically, the questions to ask are:

1. ***Did we influence the RFP with ideas, suggestions or contributions?*** Firms with current Corps contracts have an advantage here, since they are insiders and can get a unique perspective on overall progress, political correctness, reputation, quality, and value issues.
2. ***Do we have the people to do the work?*** Do we now have an ideal project manager who can also serve as our proposal manager? Is that person versed in all the nuance of the Corps, a recognized manager and technical person with a proven personal reputation at the Corps?
3. ***Do our past contracts make us likely to be the contract's winner?*** Are we the right firm at the right time? Does the promotional literature of other Corps contractors list credentials that would make them good firms with which to team or subcontract?

4. What marketing intelligence do we have on negative aspects of the firm with the current contract? Has the present firm had to replace managers and others to keep the client satisfied? Have people left the project out of frustration? Have there been cost overruns? Will subcontractors and vendors talk to you about their perceptions?

In compiling the results of these questions, it will become evident that some RFPs are undesirable, high-risk, low-payoff investments. And usually, about half the RFPs that arrive in a contractor's office do so without the contractor being able to anticipate their arrival, contents, or requirements, leaving little time to decide whether to proceed or prepare how to do so.

Preparation and teamwork are needed to complete RFPs. Contractors may have to no-bid them all unless the right blend of cooperative contractors gravitates into a coalition in which the best qualified firm is acknowledged as the prime contractor. The prime contracting firm then must take responsibility for managing the work schedule for all firms working on the contract. Costs and manpower demands may drive away many RFPs, save that one special solicitation that marketing intelligence, good business sense and technical factors point to as being a good risk.

From a strategic vantage point, it is a good business practice to save a year's collection of RFPs and RFP evaluation notes to demographically assess the patterns of bid/no-bid strategies. Statistically, firms can improve their bid prognoses by studying the trends, lessons learned, and costs of proposals activities with an eye for bidding fewer high-risk jobs, fewer "wired" jobs, and fewer jobs that are expensive to write. Companies should temper their bid strategy by their win rate, the number of best and final offers they were in, and positive Corps de-briefings from contests where they were finalists but did not win the contract.

Analysis of the Solicitation

More information on the solicitation document is available in *Understanding Your Solicitation Document: A Guide for Canadian Firms Selling to the U.S. Federal Government*. Please contact Pat Molson with the Department of Foreign Affairs and International Trade at (613) 944-9440.

All Corps IFBs and RFPs contain alphabetical sections, each of which are significant. RFP analysis goes from cover to cover. The sections are:

A. Solicitation/Contract Form. This form tells which government office is issuing the solicitation, the type of contract (sealed bid or negotiated), the due date for offers, the address to which offers must be submitted, and the name of the contracting officer. It may also include provisions which identify how the contractor will be compensated, significant changes since the last solicitation for similar items or services was issued, the applicable small business size standard for the solicitation, whether the contract is set-aside for a small business (Canadian firms that do not maintain offices in the United States are not eligible for small business set-asides), the address and phone number of the person to whom questions or requests for information should be directed, the amount of time offerors should allow for the acceptance of offers, and agency-specific clauses that are not in the Federal Acquisition Regulation (FAR).

B. Supplies or Services and Prices and Costs. This section provides a summary of all supplies or services being acquired and quantities, if applicable. It also provides a space for offerors to enter their proposed prices/costs for each supply or service.

C. Description/Specifications/Work Statement. This section (the all important Section C) describes the requirements and any applicable specifications or standards that will promote full and open competition. A statement of work may be included, describing the tasks to be performed by the contractor and the specifications for the end products to be developed by the contractor. Bids are routinely eliminated from competition if they do not comply with technical specifications. Firms might need to have a product tested and certified by an independent laboratory. The testing and certification process can take weeks or months. Therefore, it is important to contact an appropriate testing laboratory and initiate the required testing and certification process as soon as the company has decided to submit a bid or proposal.

D. Packaging and Marking. This section contains a number of clauses that describe the U.S. government's requirements for packaging and marking products or deliver-

ables. The government has the right to reject items that are not shipped in accordance with the contract's packaging and marking requirements. In some cases, the packaging and marking requirements can significantly increase the contractor's cost. These costs should be factored in when preparing an offer.

E. Inspection and Acceptance. This section describes what steps the contractor and/or the government must take to ensure that delivered items meet the government's quality standards and are acceptable under the terms of the contract.

F. Deliveries or Performance. This section specifies the requirements for time, place and method of delivery or performance. If the section specifies that products are to be shipped "F.O.B. Origin," it means that the government will pay the cost of shipping. If the contract specifies that items are to be shipped "F.O.B. Destination," it means that the contractor must pay the cost of shipping.

G. Contract Administration Data. This section includes any required accounting and appropriation data, such as how many copies of an invoice must be submitted, what documentation must be included with the invoice to ensure that it is paid on time, the address to which invoices must be submitted, electronic fund transfer payment methods, and persons who are authorized to place orders under the contract. The government is not obligated to pay for products or services ordered by unauthorized personnel.

H. Special Contract Requirements. This section describes any special contract requirements not mentioned elsewhere.

For example, the Drug-Free Workplace clause applies to contracts valued at more than US\$25,000. It does not apply to Canadian contractors who will perform the contract entirely within Canada or otherwise outside the United States, U.S. possessions, or U.S. territories.

The clause requires covered contractors, including Canadian companies who perform the contract within the United States, to certify that they will take steps to ensure that drugs are not used in the workplace. These steps include scheduled and random testing of employees for drug use.

I. Contract Clauses. This section includes all clauses that are required by law or regulation, and any additional clauses that apply to the specific contract, if these clauses are not required in any other section of the contract format. **Some of these clauses "incorporated by reference" restrict or exclude Canadian suppliers.**

Offerors must locate, read and understand each clause that is incorporated by reference; otherwise, firms risk an enormous amount of time and effort bidding on contracts they cannot legally fulfill.

J. List of Attachments. This section identifies all exhibits and attachments that are too lengthy to be conveniently inserted into the main body of the solicitation. These may include applicable standards, pricing tables, glossaries, and any other supplemental information needed to prepare the bid or offer.

K. Representations, Certifications, and Other Statements of Offerors. This section contains a number of clauses that require bidders or offerors to provide information or certifications indicating that their company is in compliance with all applicable U.S. federal laws and regulations.

L. Instructions, Conditions, and Notices to Offerors. This section instructs offerors on how to prepare and submit their bids or proposals. For example, the bidder/offeror may be instructed to limit their proposals to a certain number of pages, submit separate technical and cost proposals, structure the proposal in a specific way, and so on.

M. Evaluation Factors for Award. The clauses in this section provide information on how the government intends to select the winning contractor—for example, whether low price alone will be the determining factor, or whether technical, management, or other qualifications will enter into the decisionmaking process. Companies should read this section carefully to determine what features and capabilities they should emphasize in their bids or proposals to improve their chances of award.

A firm's business, technical and management people should each participate in every RFP evaluation, especially since the Corps does a lot of firm price contracting. In these instances, the contractor is at risk of underestimating how much it will cost to get the job done to the Corps' satisfaction.

Most technical firms break up an RFP into packages for their technical teams to evaluate. The proposal manager—who would likely be the project manager after award—leads the efforts. Other staff members study the deliverables, plot the probable costs of performing the contract, pull together resumes, and do any other work that is necessary.

WRITING AND PRICING PROPOSALS

Writing the Technical Proposal. The highly structured, stratified, and precise manner in which solicitations are written is to make it easy for the Corps' source evaluation staff to score proposals. For every factor mentioned in the "C" section, Corps employees have checklists referencing the "M" evaluation factors. For a contractor to deviate from the solicitation, then, is foolish. Address every facet of "C" in precisely the order stated in the "L" instruction section. Where interpretations are needed, call and ask the contracting officer or submit a written question. Firms that do not follow the "C" and "L" sections find themselves having their proposals rejected flatly as what the Corps calls nonresponsive (a proposal that cannot be tracked and evaluated on Corps checklists).

Many proposal writers follow the recommended storyboard method of showing the Corps that they know *how* to do the work. A basic sketch, illustration, milestone chart or schematic is the crux of showing the Corps evaluators that you understand the task at hand and how to complete it. For example, a schematic showing all the aspects of an excavation at its different economic stages conveys that the contractor knows how the work progresses, how to make it progress, and how to report the work to the Corps in the correct format. The narrative can then be wrapped around the illustration to fulfill each of the specific work requirements. Every major section of the proposal needs technical art or illustrations to flesh it out and make it memorable.

Writing the Cost Proposal. A dedicated cost proposal manager, preferably an accountant or cost engineer, needs to be assigned to every proposal. The technical proposal manager should not be overburdened with compiling costs as well as technical data. The cost manager should be formally trained in FAR regulations for cost backup because contractors will also have to show how costs are to be incurred.

Corps evaluators will look for errors and omissions, and then ask: Is this an intentional move? Is this grounds for a future claim? Or is it just ignorance of the arena and an absence of the knowledge needed to fund the project? Again, every element must be shown aligned item for item to show your technical approach.

Costing is a special and unique skill, done well by few persons. Corps costing evaluators will expect segregated profit and general/administrative costs—all not to exceed criteria specified by the FAR. Failure to apply means the potential for being found nonresponsive. Also, if the Corps modifies the contract's scope at various

intervals before the closing date, it will require amended cost proposals at each of these stages, plus a best and final offer in which the contractor concludes all its costing offers.

The price you bid must be chosen very carefully, especially in firm-fixed contracts. The Corps expects contractors to ask for enough money to complete the job and make a profit. Firms that underbid have routinely taken the overrun out of their own pockets or entered a claim against the Corps, (not a recommended business practice). In the end, the Corps negotiates with the firm that has the best technical proposal to reach an agreement on the Corps' cost rationale. This is not an argument; it is just a way of asking the contractor to accommodate the Corps in getting the best value for the best price.

To prepare the bid, many firms conduct a "Red Team" review in which qualified, impartial people evaluate the cost and technical volumes of the proposal as though they were Corps evaluators. Red Team remarks are carefully assessed and routed to authors for precise rebuttals or action. Only after close, in-house scrutiny is the proposal ready to deliver to the client.

Pricing the IFB. The Invitation for Bid (IFB) is an even more demanding document than the RFP because with the IFB, cost alone determines the winning proposal. Firms still draw up and load work breakdown structures, but do not have to disclose the elements completely, so there is an opportunity for an excellent performer to change market level prices to its own advantage. Bidders are picked from a qualified vendors list, so the low bidder is presumed to be technically competent and prepared to perform from the beginning.

The IFB must be structured in exact response to the categories requested; however, there is a lot more latitude and risk in pure bids. IFBs are attractive to many firms because they save time and money by not having to write and illustrate a full-scale proposal.

It is strongly recommended that Canadian firms making their first forays into Corps IFBs and RFPs do so on teams with established U.S. firms with proven stamina and plenty of expertise in costing. A plan like that provides invaluable on-the-job training for later projects.

Steps in Quality Control. See the end of this chapter for checklists that can be used by proposal managers to plan and outline proposals, by writers to assure themselves

they've done a quality job, and by the Red Team to make top-notch evaluations prior to the proposal's delivery to the Corps.

USING FOIA TO GET GOVERNMENT CONTRACT INFORMATION

The Freedom of Information Act (FOIA) is based upon the assumption that the U.S. government and the information it collects and produces belongs to the people. All records in the possession of the government must be released to the public upon request, unless the information falls within one of nine specific and narrowly drawn categories. It applies only to the documents held by administrative agencies of the executive branch of the U.S. government, not the legislative or judicial branches.

FOIA has become an important marketing resource for organizations desiring to do business with the government. For example, if an organization intends to bid at a particular agency, it is frequently useful to know what the government is paying for similar services, whether IFBs or RFPs are generally used, what the evaluation criteria generally used in RFPs are, whether there are particular contractors that appear to win a disproportionate share of the contracts, what internal procedures the agency may follow in administering contracts, and other information about contracts and agency operations.

A frequent objective of FOIA requests is competitors' cost and price information. While internal cost information (overhead rates, general and administrative rates, and profit breakdowns) is not usually released in response to a FOIA request, the total contract price is released. It is also possible to receive unit prices. As agencies increase the use of RFPs to procure construction services, it also is very useful to obtain copies of proposals resulting in contract awards.

By reviewing previously successful proposals, companies without government contracting experience can get a jump start on the learning process. Even companies with government contracting experience can better learn exactly what a specific agency is looking for in a proposal. Each agency, or even each district office, has different expectations. Learning by experience can be very expensive. The FOIA process, in contrast, can be very inexpensive.

The first step to obtaining information is to determine the agency most likely to have it. In the case of contract information, the agency where the work is being performed, or has been performed, is usually the agency that issued the contract and has the information available. In some cases, one agency will handle the contracting

for another agency so the location of the work is not determinative. The Corps is one such agency that frequently performs work and issues contracts for other agencies. Usually the agency's contracting office will tell you, even without a FOIA request, whether it or another agency issued the contract. If the FOIA request is inadvertently sent to the incorrect agency, the agency often will forward it to the agency that did issue the contract or will inform you of where to write.

FOIA requests must be submitted to the FOIA office of the agency that is the custodian of the records. This address is available from the agency's general directory. However, to expedite a response, FOIA requests should also be sent to the actual office most likely to have the document. It is extremely useful, therefore, to either purchase or FOIA an agency's telephone directory early in the information seeking process. Also, most states have local federal offices, which are listed in the telephone books of the major cities.

When you have accumulated as much information about the record as you can, write a letter. You should state "Freedom of Information Request" on the bottom left-hand corner of the envelope. The letter should state that "This is a Freedom of Information Act Request." Identify the records you want as accurately as possible. Although you are not required under the FOIA to specify a document by name or title, your request must "reasonably describe" the information sought.

The more specific and limited the request, the greater the likelihood that it will be processed expeditiously. This could also result in savings in the cost of searching fees. You do not need to provide a need or even a reason for wanting it. If you use a third party requester, such as an attorney, you are not required to identify who is making the request so anonymity is preserved, though the agency can release the name of the requester to the organization whose documents are the subject of the request. Most agencies have rules that require the organization whose documents have been requested to comment on what information may be released.

Agencies must respond to FOIAs within 10 working days after the receipt of the request. However, in real life, you rarely receive a response in 10 days. If an agency runs into difficulty meeting the 10-day time requirement due to "unusual circumstances," it must inform you in writing that an extension—not to exceed 10 more working days—will be required. However, the response time usually depends on the agency's workload.

To track the response time, you should send your letter by certified mail or by hand delivery and ask for a return receipt so you will know when the 10-day time limit

begins. If you do not, you may be subject to the not uncommon response of "I never received such a request" or "I just received the request today." To receive the information as quickly as possible, persistence is required. Telephone the FOIA office and the custodian of the documents as soon as you think they may have received the information and request an estimated response time. The better rapport you develop with both offices, the better chance you have of receiving a timely response.

A Canadian firm can learn about the U.S. government procurement process and U.S. competition by using FOIA. Non-confidential information from a seasoned U.S. procurement firm may provide a wealth of knowledge to a Canadian firm new to the procurement market. A firm may learn from a competitor's confidential information mistakenly provided by an agency in response to a FOIA request. Because agencies do inadvertently release confidential information, a Canadian firm should protect its bid proposal from FOIA requests by including a restrictive legend on *every page* of information which states:

This proposal includes data that shall not be disclosed outside the [government agency] and shall not be duplicated, used or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to [firm name] as a result of or in connection with the submission of this data, [government agency] shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract.

However, a company should be aware that its bid may also be subject to FOIA requests by competitors, and there is no guarantee that confidential information will not accidentally be released by an agency.

GETTING ASSISTANCE FROM THE CANADIAN COMMERCIAL CORPORATION

The Canadian Commercial Corporation (CCC) was established by the Canadian government to help develop trade between Canada and other countries. It acts as the prime contractor for the sale of Canadian goods and services to foreign governments and other international customers. Part 225.870 of the DFARS requires all DoD purchases from Canadian contractors to be conducted through the CCC unless the sale falls within one of the following four exceptions:

- purchases for experimental, developmental and research work;
- emergency purchases;
- purchases for under US\$25,000; and
- purchases made for DoD activities in Canada.

Any Canadian firm considering a contract with the USACE should read DFARS Part 225.870 which governs contracts with Canadian contractors.

Services CCC offers Canadian firms. At the request of various foreign contractors or Canadian exporters, the CCC purchases various goods and services from Canadian contractors and sells them to international customers. Essentially the CCC functions as a beacon and a buffer between the U.S. federal customer and Canadian corporations. As a beacon, the CCC:

- registers Canadian exporters on the U.S. Bidder's lists so they will receive U.S. solicitations directly.
- monitors the *Commerce Business Daily* to learn about procurement opportunities open to Canadian firms.
- advises Canadian firms on bid preparation, tendering practices, and payment terms.

When the CCC learns of a DoD project open to Canadian contractors, it asks Canadian contractors to submit bids on the project. To retain ongoing assistance from the CCC, the Canadian contractor is responsible for submitting the bid on the project both to the CCC and directly to the DoD agency, such as the USACE. The

contractor informs the USACE that an identical bid has been submitted to the CCC.

What does CCC endorsement mean to Canadian firms? Here's where the CCC's buffer activity comes in. Once the CCC receives a copy of the bid from the contractor, the CCC conducts a risk assessment to determine whether or not it should endorse the contractor's bid. The CCC evaluates:

- the technical and financial capacity of the Canadian contractor;
- the technical and financial aspects of the product or service;
- the costs and price of the goods or services offered; and
- the Canadian contractor's ability to meet the manufacturer's warranties.

If the CCC endorses the contractor's bid, it notifies the USACE or other government agency in writing. The CCC *guarantees* that the Canadian contractor will perform the contract. This guarantee is almost unmatched by any U.S. firm. The reason is obvious. A guarantee from the CCC is a guarantee directly from the Canadian government. The effect of the guarantee is almost inevitably to *increase* the Canadian contractor's competitive appeal to the USACE. **There is no cost for this service.**

How CCC endorsement affects contract performance. Should the CCC-endorsed Canadian firm win the USACE competitive solicitation, the CCC acts as the prime contractor. The CCC subcontracts for 100 percent of the work with the Canadian firm through back-to-back contracts with the Canadian firm. CCC also guarantees contract payment to small Canadian businesses in 14 days. As the prime contractor, the CCC is in charge of contract administration. Thus, the CCC oversees:

- Industry Security
- Compliance with Canadian Labor Laws
- Customs Documentation
- Transportation and Shipping of Goods

- Payment of subcontractors
- Collection from customers
- Processing termination claims and disposing of termination inventory, and
- Dispute resolution

Of course the USACE may also contract *directly* with a Canadian contractor. Working with the CCC is an option when civilian funds are used for the project. It is a requirement when DoD funds are used for the project. In any case, working with the CCC is highly recommended. The relationship is initiated by the bidder and agreed to by the USACE for any projects funded by government agencies other than DoD. In recent practice, the USACE has chosen to work directly with Canadian *suppliers* rather than through the CCC because so many of its projects have not been funded by the DoD.

For information about the CCC, contact Jim Burt at (613) 995-8046; fax (613) 995-2121.

Canadian Commercial Corporation
Metropolitan Centre
11th Floor
50 O'Connor Street
Ottawa, Ontario K1A0S6

ASSISTANCE FROM THE CANADIAN TRADE COMMISSIONER SERVICE

Once you have targeted specific projects or particular geographic areas of the United States, the Trade Commissioner Service can help you. The annual listing of the trade commissioners includes contacts in more than 20 Canadian government trade offices across the United States. This booklet, *Directory of Trade Commissioner Service*, is available from: Department of Foreign Affairs and International Trade Canada, phone (613) 944-9440 or (800) 267-8376, fax (613) 996-9709. Additionally, *Accessing the U.S. Defense Market* is an excellent guide for Canadian firms doing business with DoD. It is also available from the Department of Foreign Affairs and International Trade, phone (613) 944-9440.

Generally, the trade commissioners assist by providing you with information on regional contacts and trade agreement coverage of the opportunities that interest you. Such information is particularly important as you begin to identify the business you want to pursue. However, if you should ever become concerned about whether your firm and your bid are being treated fairly according to the regulations and provisions of the trade agreements, you should immediately get in touch with the trade commissioner in the territory where you are pursuing the business. The Canadian government actively advocates fair treatment of Canadian firms in the U.S. procurement process, and wants to ensure that you have a full opportunity to compete.

For general questions on Army Corps contracting, or if you are not sure where to begin, you can call the Canadian Embassy in Washington, D.C. at (202) 682-7746.

KEY SUCCESS FACTORS OF WINNING CONTRACTORS

In a series of interviews, U.S. industry executives pointed to a number of factors that spelled *success* for a firm providing construction services for the U.S. Army Corps of Engineers. What do they know—and *act* on—that less successful firms miss?

- 1. A successful firm doesn't rely on snapshots.** It knows that you can't picture the Corps at one place and at one time and say, "Now, *that's* the Corps" or "*That's* the way to win construction contracts with the Corps." As one executive put it, "The way the process worked yesterday is not the way it will work tomorrow. Organizational decentralization precludes generalities. There is no cookbook approach."

2. A successful firm knows marketing to the Corps takes staying power, and just "being there." A firm's marketing investment has to be large enough to support a long-term effort. It knows it is playing in a tough, highly competitive market. It invests in time to win information, contacts, networks, and knowledge of divisional and installation history about the customer's past successes and future needs. It knows what's worked and what has not. It knows with whom to talk, and each conversation transfers reciprocal information: the firm gets a better understanding of the customer and the customer's needs; the Corps customer learns how the firm can bring *value* to the relationship.

3. A successful firm lines up potential strategic partners. Today's competitor is tomorrow's partner. As requirements for various jobs shift, so do the best value alliances which combine top personnel, technical capability, and a history of past performance in the area of need. Successful firms know that good alliances require a high level of comfort— knowing a potential partner's strengths and business strategy. A successful firm pushes the alliance to the detail level and builds trust through knowledge. A successful firm is ready to take action to match the best alliance to the customer's needs.

4. A successful firm anticipates programs and acts strategically. Another executive told the story of gathering intelligence on a potential IFB for more than a year and a half, during which time the basic conception changed several times. "At each juncture," he said, "critical evaluation factors changed. That changed the job for us, but at each point we had go, no-go meetings and red team reviews to decide if this was going to be a job we could win."

5. A successful firm understands the budget and appropriation processes. "Used to be," said one vice president for business development, "that the caveat pending availability of funds,' was not taken terribly seriously. Today, companies have to be in tune with the budget process and know whether an allocation will translate to a potential procurement."

6. A successful firm keeps an eye on the customer behind the customer. The Corps does US\$.5 billion to US\$1 billion dollars each year in support of other agencies and commands. Sometimes the subtleties of the requirement may be articulated differently by the Corps than by the original customer. Knowing what the Corps' customer is looking for can give a firm a winning advantage.

CHECKLIST FOR GETTING STARTED

The following points are critical steps in building a productive and profitable relationship with the U.S. Army Corps of Engineers. The key to success is developing an effective marketing plan for penetrating the U.S. Army Corps of Engineers.

Step	Done by:	Approved by:	Due by:	Completed:
1. Submit SF 129 to each district office with which you wish to do business for general construction services.				
2. Submit SF 254 to each district office with which you wish to do business for architect-engineer services.				
3. Submit SF 255 to each district office as a supplement to SF 254 to indicate your qualifications to perform on a specific project.				
4. Develop a Statement of Purpose which includes your company's long range goals for at least the next five years.				
5. Develop a target list of no more than 10 Corps projects you would like to pursue.				
6. Schedule marketing trips to those division and district offices you submitted a SF 129 or SF 254.				
7. Prepare marketing reports for each trip made.				
8. Use RFP lists to revise your target list and prepare narratives and costs for issues you expect to address in actual proposals.				
9. Identify, locate, and categorize all business competition and possible business allies for teaming arrangements.				

CHAPTER 8

Teaming With U.S. Construction Industry Partners

CROSS-BORDER TEAMING AS A MARKETING STRATEGY

NAFTA offers Canadian contractors improved access to significant opportunities with the U.S. Army Corps of Engineers (USACE or Corps). Many contractors choose a path that gives them access to market intelligence, competitor analysis, and a solid business base of a strong U.S. company. That path is teaming. In general terms, a teaming agreement is a contract between two or more contractors to cooperate on a particular government solicitation, contract, or series of contracts.

Benefits and Risks of Teaming

Such teaming relationships offer many potential benefits to contractors:

- Teaming permits contractors to pool their technical, financial, and networking resources, and it may enable Canadian contractors to complete and perform on procurements for which they might otherwise be ineligible.
- Teaming with a U.S. contractor, enables a Canadian contractor to expand its contacts with U.S. government officials and other potential teammates within the procurement market.

- Teaming also offers contractors—particularly smaller ones—access to and an opportunity to develop technology that will help it secure future procurements.
- Teaming gives two firms with complimentary expertise a competitive edge by enabling them to offer the customer a complete turn-key package under one contract for a lower cost.
- Teaming with a small business gives Canadian contractors access to the many set-asides and bid preferences created exclusively for U.S. small businesses.

While teaming promises new opportunities in the U.S. federal procurement market for Canadian contractors, it is not risk-free. For example, one moderately sized Canadian firm experienced difficulty in teaming with a larger U.S. contractor.

The Canadian firm contacted two well-established U.S. companies: Company A and Company B. Company A promised substantially more work on the contract than Company B. The Canadian firm accepted Company A's proposal and discontinued its negotiations with Company B. The Canadian contractor had further discussions with Company A, but the two parties did not enter into a written agreement. The contractor discovered later that no business with Company A would be forthcoming because Company A had decided to contract with another contractor with which Company A had an established relationship and was familiar with its personnel, facilities, finances and past record of performance.

There are several lessons that a contractor can learn about establishing a teaming relationship from this example.

- A contractor should thoroughly investigate any U.S. firm with which it may team.
- A contractor should establish its role in any teaming project.
- A contractor should keep in touch with its partner. The firm lost out because its part of the work came up a full year after the project was initiated, but the Canadian firm had another project and the work slipped away.

- A contractor should know its real competitors. The larger firm awarded the subcontract to a firm it already knew well. Gather intelligence about prime and subcontractors.
- A contractor should enter into a written agreement which establishes the teaming relationship and the division of work between the two parties.

Establishing a Teaming Relationship

There are certain steps that a Canadian firm can take when entering into a teaming relationship. First, a contractor should decide what goals it wishes to achieve by teaming with a U.S. company. Does it want a short term alliance, a long term relationship with one particular firm, or an introduction to multiple teaming relationships with other firms. Once a Canadian contractor has established its goals, it can look for the proper teammate.

Second, a contractor should do its homework on any U.S. firm it is evaluating for teaming. Matchmaking in teaming is designed to create a long-term relationship that will enable a contractor to develop a successful niche in the USACE market. The following questions may assist a contractor in its evaluation of a firm for teaming.

- Does the U.S. firm have a similar vision of the teaming relationship i.e., short-term or long-term? A contractor may envision a long-term relationship over a series of contracts to develop a solid reputation with the USACE, but the U.S. firm may expect only a short-term relationship limited to one solicitation.
- Will teaming with the U.S. firm increase the contractors' competitiveness for future contracts?
- Does the U.S. firm have the technical capacity and facilities to produce the goods or services necessary to perform the contract?
- Do the two firms agree on what product or service the team will be marketing?
- Will the team market a focused product or service or will it market the component parts or services of the two contractors as well?

- Do the two firms provide products and services that complement one another and will be easy to market?
- If technology is involved, issues of intellectual property must be addressed. Contractors should negotiate a technology transfer agreement with the U.S. firm prior to entering into teaming negotiations. A technology transfer agreement will protect both parties' intellectual property rights during negotiations and during the period of their teaming.
- Has the U.S. firm performed well on past USACE contracts? A contractor will be the most successful teaming with an established U.S. firm that has a proven record of performance with the USACE.
- Does the U.S. firm have the financial capacity to perform its portion of the contract?
- Does the U.S. firm qualify as a small business or small disadvantaged business?

Third, a Canadian contractor should develop and negotiate a *written teaming agreement*. A written agreement is particularly important if the Canadian firm will not be working directly on the procurement contract until it is almost complete. This is especially important in protecting the rights of a subcontractor of a non-exclusive product or service. Otherwise, the Canadian firm might lose the work to another subcontractor who has done a good job for the prime contractor earlier on in the project, as in our example. A written agreement should specify the following:

- the *work* that the contractor will do on the contract;
- the terms of *payment* for each of the parties;
- the *scope* of the relationship between the two contractors, i.e., joint venture or prime contractor and subcontractor;
- the *protection* afforded any data or technology exchanged or developed under the intellectual property laws;
- the *rights* to future marketing, sales, and intellectual property of any products jointly developed; and

- the *duration* and *termination* of the relationship.

Finally, a teaming agreement should establish the relationship between the contractor and the U.S. firm. The teaming relationship may take the form of either a joint venture or a prime/sub relationship. In a joint venture the contractors jointly own and manage either a partnership or a corporation set up expressly for the purpose of entering into the contract with the customer, share the risks and profits of the venture in proportion to their investment, and enjoy limited liability. In a prime/sub relationship only the prime enjoys privity of contract with the customer, and the parties operate under separate contracts with potentially different terms, risks and obligations.

The relationship between the teammates is particularly important when the partner is a small business or a small disadvantaged business (SDB). The USACE strictly enforces the size requirements for small business when it awards set-asides. If a small U.S. firm wins a set-aside contract, it may subcontract with a large Canadian teammate, but it must be sure to maintain a prime/sub relationship with the large firm. Otherwise, in a protest action the Small Business Administration may find "unusual reliance" by the prime contractor on the subcontractor. The teaming relationship would then be deemed a joint venture. It would *not* qualify as a small business, and the job would be lost for both parties. To prevent the appearance of any "unusual reliance" of this kind, the teaming agreement should clearly establish that the prime:

- will manage the contract;
- possesses the requisite background and knowledge to perform the contract;
- pursued the contract of its own accord;
- contributed the majority of the information to the bid proposal;
- will perform a majority of the contract;
- will perform the more complex and costly functions for the contract; and
- has established discrete tasks for the prime and the sub to perform individually.

U.S. regulations govern set-asides and a Canadian contractor must remember that it is subject to those regulations when it chooses to compete and perform USACE contracts.

HOW THE U.S. SMALL-BUSINESS PROGRAMS WORK

It is the policy of the U.S. federal government to increase small business and small-disadvantaged business participation in U.S. federal government contracts. Small businesses contribute to the economy by applying new technologies, introducing new products and creating new jobs. The U.S. government has created small business set-asides to promote the continued growth and impact of small businesses. Therefore, government agencies work closely with the Small Business Administration (SBA) to maximize procurement opportunities for small businesses. The SBA counsels and assists small businesses in obtaining federal contracts.

You should be aware of the U.S. government's policy to place a fair portion of its contracts with small business concerns and small disadvantaged businesses, even though Canadian firms are not eligible for such treatment. This section seeks to explain what a set-aside is, what the Small Business Administration's 8(a) program is, and how they impact Canadian firm's procurement opportunities.

A "small business" is a U.S. firm that is independently owned and operated, that is, not dominant in the field of operation in which it is bidding on government contracts and that qualifies under the size criteria set forth in Part 19 of the Federal Acquisition Regulation (FAR). In practical terms, a "small business" embodies the entrepreneurial dream. It is independent, working to get a leg up in its industry, and *small* enough to meet the criteria set out in the FAR.

A "small disadvantaged business" (SDB) is a small business that is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business that has at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals and that has its management and daily business controlled by one or more such individuals. In practical terms, a "small disadvantaged business" embodies the entrepreneurial dream, for individuals who have suffered both social and economic injustice. That is, the SDB is more than 50 percent owned by a person declared to be a minority (including African Americans, Hispanics, Native Americans, Asian Americans, and subcontinent-Asian Americans) and who

is thus declared to be both socially (by virtue of his/her ethnicity or race) and economically (by virtue of his/her financial net worth) disadvantaged.

Set-Asides for Small Businesses and Small Disadvantaged Businesses

All U.S. federal agencies set annual goals with the SBA for the percentage of dollars to awarded through (1) prime contracts and (2) subcontracts to small businesses and SDBs. To help meet these goals an agency may create one or more "set-asides" for small businesses. The agencies, including the USACE, "set-aside" a federal acquisition so that *only* the designated type of business — small or small/minority-owned — may bid on the work. Large businesses are *excluded* from bidding on these jobs.

The Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement state that small businesses or SDB set-asides can be made for architect-engineer services, research, development, maintenance, repair and construction. Additionally, the regulations state that, the DoD must totally set-aside for small business construction contracts under US\$2 million, dredging contracts under US\$1 million and A-E service contracts for military construction or family housing under US\$85,000.

There are several types of set-asides. The small business small purchase set-aside required that *all* purchases or contracts made by the federal government in amounts of US\$25,000 or less be awarded to small businesses. The single exception to this rule is a necessary product or service that small businesses historically have been unable to supply.

Federal contracts for over US\$25,000 may be totally "set-aside" for a small business by the contracting officer. To create a set-aside, the contracting officer must have a reasonable expectation that:

1. he/she will be able to obtain offers from at least *two* responsible small businesses, and
2. the small businesses will bid fairly and competitively so he/she can make the award at a fair price.

On the other hand, a set-aside for a SDB may *not* be created when:

- the product or service has been *successfully* acquired as a small business set aside;
- the acquisition is for construction *under* US\$2 million or for dredging *under* US\$1 million;
- the acquisition is for A-E services or construction design for military construction projects of *any* dollar value;
- the acquisition is *reserved for the 8(a) program*;
- the acquisition is processed under *small purchase procedures*; or
- the acquisition is for commissary or exchange *resale items*.

The contracting officer may also create a partial set-aside of a portion of a federal contract for over US\$25,000. The requirements for a partial set-aside are met when:

- a total set-aside is not appropriate;
- the job can be divided into two or more economic production runs or reasonable lots;
- one or more small business concerns are likely to have the capacity to satisfy the partial set-aside at a fair price; and
- the acquisition is not a small purchase.

A partial set-aside cannot be made if the contracting officer expects that only one small business and *one* large business are likely to respond with offers. Generally, a SDB is given preference on partial set-asides.

The Small Business Competitive Demonstration Program, in which the USACE is an active player, changes some of these rules. The program tests the ability of small businesses to compete successfully for federal acquisitions in certain industry categories without the benefits of set-asides. The industry categories are:

- construction
- refuse systems
- A-E services, and
- non-nuclear ship repair

The agencies participating in the Small Business Competitive Demonstration Program are the Department of Agriculture, the Department of Defense, the Department of Energy, the Department of Health and Human Services, the Department of the Interior, the Department of Transportation, the Department of Veterans Affairs, the Environmental Protection Agency, the General Services Administration and the National Aeronautics and Space Administration. Therefore, any USACE construction contracts that are funded by DoD or any of the above agencies may not be set-aside for small businesses. A Canadian construction firm is free to bid on such construction contracts. If, however, a USACE construction contract is funded by an agency not participating in the program, the contract may be set aside.

The 8(a) Program

The contracting officer, working in conjunction with the SBA, may reserve an acquisition for the SBA's 8(a) program. An 8(a) firm is one that has participated in a business planning and development certification program through the SBA. The SBA then acts on behalf of this cadre of certified firms contracting with government agencies and subcontracting for performance of the contracts to firms declared to be 8(a) certified. The purpose is to assist U.S. socially and economically disadvantaged minority persons to obtain subcontracting opportunities that allow them to work on and develop a niche in federal procurement.

How does a particular contract get set aside for the 8(a) program? There are three ways:

- The SBA may request that an agency or contracting officer identify procurement opportunities appropriate for a 8(a) subcontractor's abilities.
- The SBA may identify a particular acquisition suited to one or more 8(a) contractor's abilities and request that the contracting officer in charge of an acquisition reserve it for the 8(a) program.
- Finally, agencies or contracting officers may identify acquisitions to be reserved for the SBA's 8(a) program.

In effect, the contracting officer assesses every appropriate acquisition to determine its suitability for the 8(a) program.

The contracting officer's assessment uses the following factors:

- Does the agency's have current or future plans to acquire the specific items or work that 8(a) contractors can provide?
- Has the agency experienced any problems encountered in previous acquisitions of the items or work from the 8(a) contractors?
- Would a delay of the delivery have a serious impact?
- Have the items or work previously been acquired using small business set asides?
- Has any other pertinent information about the work or the 8(a) program come to light?

Once the agency has evaluated the proposed acquisition and consulted with the SBA, it will notify the SBA that it plans to satisfy an acquisition through 8(a) contracts. In so notifying the SBA, the agency must include:

- a copy of the statement of work with a description of the work or items to be delivered;
- the estimated period of performance;

- the applicable SIC code;
- the anticipated dollar value of the acquisition;
- any other special restrictions or capabilities required by the contract;
- any pertinent acquisition history;
- a statement that the acquisition has not been set aside for a small business or a small disadvantaged business;
- bonding requirements;
- identification of all known 8(a) contractors which have expressed an interest in the acquisition and any recommendations for a particular 8(a) contractor; and
- any additional pertinent information.

The SBA evaluates the agency's offer in terms of the needs of its 8(a) subcontractors. If the SBA *accepts* the acquisition, the 8(a) contractor must be selected competitively if (1) there is a reasonable expectation that two or more 8(a) firms are capable of performing the work at a fair market price and (2) the expected value of the contract, including options, is over US\$5 million if the acquisition is assigned a manufacturing SIC, or over US\$3 million for all other acquisitions. The competition is conducted like any other set-aside. The contracting officer makes the final award.

If the above conditions for competition are *not* met, the agency may negotiate with only one 8(a) subcontractor. If the agency has identified a suitable 8(a) contractor, the SBA will generally accept the recommendation. Thereafter, the 8(a) contractor completes the contract negotiations, and the SBA approves the resulting contract.

The Status of Canadian Firms Facing Set-Asides

While Canadian contractors cannot compete directly for contracts that have been set-aside, they can still profit from this market. First, if no small businesses respond, the procurement may be recompeted as unrestricted. Canadian contractors are encouraged to bid on set-asides if the contractor considers their product to be extremely competitive. The contracting officer is not permitted to award a set-aside contract to a large business, however, if two small businesses will not bid reasonable

prices, the set-aside *can* be withdrawn and reissued as an unrestricted solicitation or a partial set-aside. A Canadian contractor could then bid for the unrestricted portion of the contract.

Second, a Canadian contractor could team with a U.S. contractor that qualifies as a small business or SDB. To assist companies in finding small businesses and SDBs, the USACE, DoD and other government agencies publish directories with the names, addresses and telephone numbers of small businesses and SDBs (see Appendix D). Evaluate the U.S. small business in accordance with the factors discussed in the preceding teaming section.

Finally, Canadian firms may compete and perform construction contracts that have not been set aside. Canadian firms should note that under NAFTA, Canadian firms have the same access as U.S. firms to USACE construction contracts over US\$6.5 million. However, the restrictions of the Buy American Act apply to any USACE construction contracts for less than US\$6.5 million. Therefore, it is not likely that a Canadian firm will be awarded a USACE contract under US\$6.5 million.

Canadian firms that win large construction contracts for US\$1 million will be required to establish a plan to make a good faith effort to subcontract to small businesses and SDBs. For details on when and how Canadian firms must comply with these rules call the CCC (613) 995-8046 or the Canadian Embassy (202) 682-7746. The firms plan must include:

- separate percentage goals for using small businesses;
- the name of the individual employed by the offeror who will administer the offeror's subcontracting program and describe his duties;
- a description of the good faith efforts the offeror will make to ensure small businesses and small disadvantaged businesses will be able to compete for subcontracts;
- a provision that any subcontracts for US\$500,000 (US\$1 million for construction) will also adopt a subcontracting plan to involve small businesses;
- assurances that the offeror will cooperate with any studies or surveys and submit periodic reports in order to allow the government to determine the extent of the compliance with the subcontracting plan; and

- a recitation of the types of records the offeror will maintain to demonstrate procedures adopted to comply with the goals of the plan.

Tips for Contracting with the USACE

Canadian firms that contract with the USACE offer the following advice for contractors considering procurement opportunities with the USACE.

- Every firm who has worked with USACE stresses that the USACE is receptive to any bid that presents a *good product* for a *good price*.
- One contractor recommended marketing component parts that can be incorporated into a larger U.S. product.
- Another contractor suggested that Canadian firms get into the USACE market with services that create repetitive contracts; such as maintenance or repairs.

Price, quality and service win the business. Developing a *piece* of a larger procurement or a process that guarantees multiple contracts establishes a solid presence with the Corps.

The Defense Contract Management Area Operations Canada Office, run by DoD staff resident in Ottawa assists Canadian firms doing business with DoD as either prime or subcontractors. They administer all contracts that are endorsed by the CCC and they make all payments on those contracts. As they are contract administrators, they also provide regulatory and general information on all aspects of U.S. procurement policy and practice. They can be reached at (613) 992-2687; fax (613) 996-5340.

CHAPTER 9

Special Legal and Regulatory Considerations for Canadian Construction Firms

IMPROVED ACCESS UNDER THE NORTH AMERICAN FREE TRADE AGREEMENT

The *North American Free Trade Agreement* (NAFTA) offers Canadian firms improved access to significant USACE opportunities. This chapter highlights the changes brought about by NAFTA and reviews the exceptions you most need to know about.

First, U.S. Army Corps of Engineers (USACE). Under NAFTA, Canadian firms can now compete on the same basis as U.S. firms to supply most goods and services to the USACE if the contract is estimated to be worth more than US\$25,000. That provision generally includes contracts for construction and architecture and engineering services. Before NAFTA passed in 1994, the USACE was required by law to apply the Buy American Act to all purchases of goods and services.

NAFTA changed that. On January 5, 1994, the FAR Councils published an interim rule implementing NAFTA under the Federal Acquisition Regulation. On January 10, 1994, DoD published an interim rule integrating the BAA and the Balance of Payment Program waivers as required by NAFTA. These changes specified that U.S. government agencies evaluate Canadian products without regard to the restrictions of the Buy American Act. If a prime contract for construction services—new buildings or renovations—is worth more than US\$6.5 million, then Canadian materials may be used with no special permissions or exceptions.

Second, services contracts with other agencies. NAFTA also generally opens access for Canadian services exporters (prior to NAFTA, only specified goods were provided equal access) and to both good and services contractors bidding to the Department of Transportation and the Department of Energy. That opens additional opportunities to bid construction and architecture and engineering contracts with the GSA Public Building Services, and Naval Facilities Engineering Command.

Most of the time, the U.S. federal government doesn't say, "We want to buy windows." Instead, it publishes a notice saying "We want to build a building, and we want it to have doors and windows and wiring and carpets, and we want to select a prime contractor who will take care of all those things through a chain of subcontractors and suppliers." That is a contract for construction services.

We strongly encourage you to check with the Department of Foreign Affairs in Ottawa at (613) 944-9440 or with the Canadian Embassy in Washington, D.C. (202) 682-7746 to verify that contracts of interest to you are included under NAFTA.

Third, Canada offers some of the world's best materials for construction projects. NAFTA has made it possible for you to include those materials in your bids. Canada's negotiators succeeded in opening the U.S. federal market for Canadian material to be used in U.S. construction projects.

That provision is a real boon for the thousands of Canadian companies that supply all kinds of building materials as well as environmental remediation equipment. Windows, wiring, roofing, insulation, pumps, filters, fixtures, and steel products are just a few examples of the kinds of Canadian-made products that any service contractor may now freely propose to use in construction and other service contracts.

EXCEPTIONS

While NAFTA increases the opportunities available to Canadian contractors seeking to contract with the USACE, NAFTA does not apply to all USACE contracts. Under NAFTA, Canadian firms may compete equally with U.S. firms for supply contracts of goods and related services valued at US\$25,000 or more. *NAFTA, however, does not apply to the following goods, service or construction contracts:*

- *Goods that are purchased by the USACE with DoD funds as a part of a national security procurement.* These goods include but are not limited to certain specialty metals, naval vessels or major components thereof and any other goods indispensable for

national security or for national defense. *Article 2102 of NAFTA grants the USACE contracting officer the discretion to determine what goods are necessary for national security purposes.*

- *Service contracts involving research and development or maintenance, repair, modification, rebuilding and installation of equipment related to ships.*
- *Construction contracts valued at less than US\$6.5 million or contracts for dredging.*
- *Contracts for less than US\$25,000. Such contracts constitute small purchases under the Federal Acquisition Regulation, and will be automatically be set-aside for small businesses or SDBs.*

NAFTA requires that the USACE ensure that its tendering procedures are applied in a nondiscriminatory manner to qualified Canadian suppliers through open or selective bidding procedures. The USACE, however, may use *limited tendering* procedures. If the USACE uses the limited tendering procedure, it must prepare a report describing the acquisition and the circumstances that justify the use of limited tendering. The USACE shall retain each report for use by competent authorities of any NAFTA party. Limited tendering may exclude Canadian suppliers from contracts in the following circumstances:

- qualified Canadian suppliers fail to make offers in response to an open or selective solicitation;
- offers have resulted in collusion or do not meet essential solicitation requirements;
- offers do not comply with the conditions for participation;
- to protect works of art, patents, copyrights, or other proprietary information;
- the goods or services can only be supplied by a particular supplier, and there is no reasonable substitute;
- due to extremely urgent and unforeseen events, the goods or services cannot be purchased through open solicitation procedures;

- the original supplier must supply replacement parts or continuing services for existing supplies;
- an entity procures a prototype or first good or service that is developed at its request for a particular contract for research, experiment, study, or development;
- goods are purchased on a commodity market;
- purchases are made under exceptionally advantageous conditions that only arise in the very short term, such as disposals by businesses in liquidation or receivership;
- a contract is to be awarded to the winner of an architectural design contest that is organized in a manner consistent with the principles of NAFTA, and judged by an independent jury; and
- an agency needs consulting services regarding confidential matters that could not be disclosed without causing public disruption.

As this guide goes to press, the U.S. government is considering simplified acquisition procedures that could affect Canadian access to U.S. federal government contracts. For the most current information about these changes please call Judith Bradt at the Canadian Embassy at (202) 682-7746.

When NAFTA does not apply, the rules and restrictions of the Buy American Act (BAA) apply to Canadian firms. The BAA does not strictly prohibit the use of Canadian products and services.

The BAA now governs construction contracts valued at less than US\$6.5 million and national security procurements. Canadian firms must understand the BAA. In essence, the BAA states that the USACE must give U.S. suppliers preferential treatment. The BAA does not prohibit the use of Canadian contractors, but U.S. suppliers get a price advantage. A price differential, applied to the Canadian or other foreign offer, essentially raises the price of the Canadian bid.

Canadian firms should remember that the price differential does not ensure that the U.S. firm will have the lowest bid. The USACE still may select a Canadian firm if it is the lowest bid or if it offers the Corps the best value for the price.

When U.S. and Canadian firms compete under the BAA, the contracting officer evaluates the Canadian firm's bid according to the following price differential:

- add 6 percent to the bid if the offer is from a large business; and
- add 12 percent to the bid if the offer is from a small business

One Canadian Trade Commissioner advises Canadian firms this way. If you aren't sure if a USACE acquisition falls under NAFTA or the BAA, approach the contracting officer. The contracting officer can make the determination, and tell you if the acquisition is a service contract under NAFTA or a construction contract under the BAA. Canadian firms also may receive assistance from the Canadian Trade Commissioner Service (613) 944-9440, the Canadian Commercial Corporation (613) 995-8046, or the Canadian Embassy in Washington, D.C. (202) 682-7746.

BUY AMERICAN ACT

If the Buy America Act applies to a procurement by the USACE, this section tells you how it works. NAFTA lifted restrictions on purchases by most agencies of Canadian goods and services valued at US\$25,000 or more. The BAA still applies to Canadian goods on some contracts, and to purchases by certain agencies. Canadian products have an advantage over *other* foreign-made products, but some restrictions remain.

FAR 25.406 identifies the U.S. agencies that are eligible to buy Canadian products over US\$25,000 without restriction. A few U.S. agencies are not included in the trade agreement with Canada. These include the United States Postal Service, the Department of the Interior, Bureau of Reclamation and the Federal Power Authorities. Consequently, all Canadian products purchased by these agencies are subject to BAA restrictions. Even these agencies, however, may make an exception to the BAA when they determine that:

- the equipment will be used outside the United States,
- the equipment will be resold in a military commissary,
- the cost of buying U.S. products is unreasonable,
- domestic preference would be inconsistent with the public interest, or
- the agency has determined that the required products are not readily available from domestic manufacturers.

If an agency wants to make an exception to the BAA and purchase products that are not made in the United States, to be eligible for award the price of the foreign-made products must be:

- at least six percent lower than the lowest offer from a large U.S. business;
- between six and 12 percent lower on contracts above US\$100,000; or
- at least 12 percent lower than the lowest offer from a domestic small business or labor surplus area business.

Goods supplied as part of a services contract are exempt from the BAA, as long as the value of goods is less than 50 percent of the total value of the contract. Over 50 percent, the agency treats goods-within-service-contracts the same way as a regular purchase of goods, and applies the BAA provisions accordingly.

Prospective contractors who have questions about how an agency evaluated their offer in accordance with BAA restrictions should first seek clarification and resolution from the contracting officer. There after, it may be appropriate to seek written clarification. To discuss strategies and for assistance with any problem that

arises, call either the Canadian Embassy in Washington at (202) 682-7746 or the Canadian Commercial Corporation at (613) 995-8046.

REMAINING RESTRICTIONS ON CANADIAN CONSTRUCTION MATERIALS

The BAA effectively prohibits Canadian products or supplies from being used in any U.S. federal public works or construction projects when the prime contract is valued at under US\$6.5 million. However, FAR 25.202(a) states that exceptions may be made when:

- the head of the concerned agency determines that use of a particular domestic construction material would unreasonably increase the project cost, or would be impractical; or
- the required materials are unavailable in sufficient quality or quantity in the United States.

Thus for public works or construction contracts under US\$6.5 million, the agency may waive permitting the use of Canadian or other foreign-made products or supplies. Waivers pertaining to a single contract must be granted:

- before the product is used,
- to the prime contractor,
- from the procuring department or agency—even if the Canadian product is sold through U.S. distributors who are part of a chain of subcontractors.

Each agency acts independently in determining whether to issue a waiver. If a waiver permits the use of Canadian materials, the excepted materials are listed in the contract, and the justification for using those materials becomes public information. This means that the Canadian firms' American competitors have ready access to that information. FAR 25.203(b) states that:

When proposed awards are submitted to the agency head for approval, each submission shall include a description of the materials, including unit and quantity, estimated costs, location of the construction project, name and

address of the proposed contractor, and a detailed justification of the impracticality of using domestic materials.

Exceptions to the BAA notwithstanding, most agencies will continue to buy U.S. materials. The reasons are obvious. U.S. contractors do not want to lose business to Canadian competitors, so they will pressure agency officials to continue to use U.S. firms. Agency officials, for their part, would prefer not to justify a decision to buy from a Canadian to a Congress person who thinks that a corporation in his or her district has lost out.

Parochialism in any country is a fact of life. There are no simple ways to overcome it. As contracting officers become familiar with the work of Canadian firms over time, Canadian firms will receive more contracts. To speed up the process, Canadian firms can continue to get good information prior to investing in a U.S. procurement opportunity, use the resources of their government to clarify any legal or trade questions, and attempt to solve disputes informally before resorting to the courts to enforce the equal access provisions of NAFTA. Ultimately, the best way to overcome parochialism is to offer *a good product or service at a good price*. During periods of tight budgets requirements, the U.S. government will continue to focus on the quality and price of a product rather than its origin.

AGENCY-WIDE WAIVERS FOR CANADIAN CONSTRUCTION MATERIALS

It is possible to obtain a broader, agency-wide waiver to permit the use of specific products in all of an agency's construction projects. The same criteria listed above determine whether an agency-wide waiver can be issued.

Requests for waivers should be submitted in writing to the appropriate agency official. The letter should request a determination, in accordance with FAR 25.108 and 25.202(a)(3), that the products are needed for the contract, that they not available in the United States in sufficient quantity or quality, and that the products are available from a Canadian supplier. The firm must specify the products for which the determination is requested. A determination is granted for defined products, not for an entire product line. The firm must also explain why it thinks the determination should be made, in accordance with the provisions of FAR 25.108 and 25.202(a)(3).

A request for waiver must include: data about other suppliers, how their products differ, and examples of other agencies that have made similar favorable determinations. You may want to retain a lawyer with experience in procurement to ensure that the waiver request contains necessary information and makes the strongest possible case for you. Agency staff analyze the market to decide whether a waiver is justified; obtaining a waiver may take as long as six months.

Unfortunately, even if a waiver is granted, it may be temporary. Markets change, and competitors or agency staff may call attention to new sources of American supply for the products in question. The agency may then reconsider the waiver and possibly rescind it if new conditions warrant doing so. If a waiver is granted and later rescinded, the Canadian firm may still ask the prime contractor to apply for a waiver on a one-project-at-a-time basis.

DOD EVALUATION PROCEDURES FOR OFFERS OF FOREIGN-MADE PRODUCTS

The Department of Defense (DoD) uses its own procedures to evaluate offers for American and Canadian products. These procedures are outlined in the Defense Federal Acquisition Regulation Supplement (DFARS) 225.105-70. Briefly stated, the DoD evaluates products originating in any "qualifying country" as equal to American. Qualifying countries are listed in DFARS 225.7403. Since Canada is considered a "qualifying country" under this section, DoD would evaluate a Canadian offer as equal to American.

Offers for products originating in "non-qualifying countries" must be offered for at least 50 percent *less* than a qualifying country product to be eligible for award. DFARS 225.105 - 70 provides several examples illustrating how offers for domestic products, qualifying products, and nonqualifying products shall be evaluated relative to each other. To gain a better understanding of BAA requirements and how they apply to Canadian firms, see Part 25 of the FAR and Part 225 of the DFARS.

The following sections deal with other requirements about which Canadian firms should be aware.

COVENANT AGAINST CONTINGENT FEES

Contingent fees are commissions, percentages or other fees paid to a person who helps to secure a government contract. The U.S. government prohibits contingent fees paid with the intent to bribe a government procurement official and improperly influence a contract award decision.

This clause does *not* prohibit the payment of fees to bona fide agents, lobbyists, or employees who are hired specifically to help a company obtain a government contract. Officers and bidders are required to certify that they will not violate the prohibition against the payment of contingent fees. Contracting officers are required to reject bids of offers, or terminate contracts that have been awarded, whenever there is evidence that the bidder or contractor violated the covenant against contingent fees.

TEMPORARY ENTRY VISAS

Canadian workers who will work in the United States on a contract must obtain temporary entry visas from the U.S. Department of Justice's Immigration and Naturalization Service (INS). Each Canadian worker should complete form I-129, "Petition for a Nonimmigrant Worker," which they can obtain by writing to the Immigration and Naturalization Service at 425 I Street, N.W., Washington, D.C. 20536. Or they can call the INS at (202) 514-2000.

PROJECT MANAGEMENT

From conception of a project until its completion and turnover to the ultimate user, the Corps works closely with the contractor. This includes supervising the necessary systems to manage cost, budget, and scheduling details, as well as working with all parties involved in the project—sponsors, planners, designers, builders, operators, and interest groups. Corps Life Cycle Project Managers (individuals or teams) serve as points of contact for customers, forecast trends, resolve problems, and oversee all phases of project development, ensuring the delivery of, "a quality product, on time and within budget."

For their part, contractors are required to adhere to an environmental plan, a safety plan, and a quality control plan for inspection at the project's preparatory, initial, and final phases. Requirements for all such plans are included in the contract.

CHAPTER 10

Understanding and Solving Typical Construction Problems and Contract Disputes

THE MOST COMMON PROBLEMS

Differing Site Conditions

In U.S. government contracting, the government assumes the risk of the contractor running into surprises at the construction site. If the physical conditions of a construction site (for example, rock or water) are unusual or differ radically from what the government led the bidders to expect in the formal solicitation document, the government will pay the contractor for the additional costs incurred for working with the differing site conditions.

For example, a competent bidder on an Alaskan project will know about permafrost; but a bidder on a re-roofing project who discovers double roofing in an area where the trade practice is to use single roofs can be reimbursed for the additional cost associated with removing the second roof.

This escape valve encourage bidders to base their bids solely on (1) the bid documents provided by the government and (2) what bidders know about the site and consider usual for that area. However, a bidder is presumed to know what a reasonable inspection of the site would have uncovered. Thus, *Canadian firms or their representatives must expect to make a reasonable inspection of the site of a construction project prior to submitting bids.* Fortunately, the inspection need not be done by an expert. Elaborate scientific scrutiny, such as test borings, for example, need not be taken to win the bid. All that is required is a site inspection by a

reasonable, intelligent contractor experienced in the particular field. A trained geologist, for example, need not do the inspection.

Changes

In U.S. government contracting, you can get changes to the project imposed on you without your approval. All government contractors consent up front to allow the government to make certain changes in the project's drawings and specifications unilaterally. The government will pay for any additional costs associated with these changes but will expect contractors to prove that the changes substantially affected the work and its cost.

If the government makes the company do different or extra work without compensation, the contractor can file a claim for an equitable adjustment on the theory that the government has made not an explicit change to the contract, but a "constructive change."

The government often argues that the work required of the contractor is clear from the drawings or specifications. Contractors often disagree with the government's interpretation of the drawings and specifications. *Bidders must make sure to clear up any ambiguities in the drawings and specifications prior to bidding on the work because the bidders can only get financial relief from ambiguities that are latent or unknown.*

Delays

Contractors should assume that they will be delayed by the government without compensation. Thus, normal periods of delay must be built into the schedule and the bid price. The government will be responsible only for any "undue delay" that it causes. If the delay is due to concurrent causes—that is, the government and the contractor cause the delay—there will be no compensation.

If there is undue delay, the government may compensate contractors for costs incurred, including extended or unabsorbed overhead, which compensates contractors for workers and equipment idled by the delay.

In addition to compensated delay, there are "excusable delays" that don't earn the contractor additional compensation, but that excuse late performance or defaults and avoid liquidated damages. Such unforeseeable events as floods, strikes, and

embargoes are examples of "excusable delays." Contractors are "compensated" for excusable delays by the addition of time to the contract delivery schedule.

RESOLVING PROBLEMS

Informal Solutions

Using Informal Lines of Communication. The best way to resolve construction problems is informally with the contracting officer. Contracting officers generally feel that they are fair to their contractors. They are not happy about going through the claims process with its attendant paperwork burden. The claims process also involves their supervisors, agency lawyers, and perhaps auditors. The more people involved, the less control the contracting officer retains over the project. Accordingly, they welcome reasonable attempts to settle disputes. Keeping open lines of communication between the U.S. government and your company remains the best way of resolving problems.

Conflict Resolution. The Corps has been using alternative dispute resolution (ADR) methods to resolve disputes since the mid-1980s. The ADR methods that the Corps have used include mini-trials, non-binding arbitration, mediation, dispute review panels, and facilitation.

ADR is not a replacement for traditional negotiations between the parties to a dispute. Negotiations have been used successfully to resolve numerous contract disputes and will continue to be the method of choice in the future. However, negotiations alone have not slowed the rising caseloads at boards of contract appeals and the courts or reduced burdens of time-consuming and costly discovery. ADR methods have proven necessary.

Mini-trial. The first ADR method used by the Corps of Engineers to resolve a contract dispute was the mini-trial. Not actually a "trial," the mini-trial is a structured negotiating process that uses a blend of traditional negotiations, mediation, and arbitration. The case is heard informally in front of a neutral advisor by representatives of the parties who will attempt to negotiate a settlement. The mini-trial has been defined by the Corps as a "voluntary, expedited and nonjudicial procedure whereby top management officials for each party meet to resolve disputes."

There are five elements of a mini-trial. They are: *involving top management; limiting the time of a mini-trial; conducting an informal conference; holding non-binding discussions; and considering guidance from a neutral advisor.* Each of the elements may be tailored to fit the dispute at issue.

Finally, the discussions at the conference are kept confidential. Neither party may use any statements made at the conference in subsequent litigation as evidence of an admission by the opposition.

Non-binding arbitration. The next alternative method of contract dispute resolution that the Corps may use is a non-binding arbitration. Binding arbitration is not open to the Corps in contracting claims.

The arbitrator is an independent third party, selected jointly by the parties, who makes a non-binding advisory recommendation. This method differs from the mini-trial, which involves representatives of senior management from both sides who end up making a decision that resolves the dispute.

Mediation. Mediation involves the use of a neutral third party who tries to bring about a negotiated settlement. The mediator does not try to reach a decision on the merits of the dispute. Other forms of ADR, such as arbitration or mini-trials, result in a third-party making a recommendation or non-binding settlement suggestion. A mediator's role is to help the parties reach a mutually agreeable resolution of the dispute.

Partnering. The USACE has introduced an innovative program called Partnering. Partnering seeks to avoid disputes from even starting by establishing a good relationship between the Corps and the contractor from the beginning of the project. Its goal is dispute *prevention*. Partnering seeks to create a cooperative attitude in completing government contracts by encouraging the parties to change from the more traditional adversarial roles to a more cooperative team-based approach. There are three steps involved in establishing a partnering relationship between the Corps and the contractor:

- establishing a new relationship through personal contact between members of the management team at the Corps and the contractor;
- crafting a joint statement of goals for both of the parties; and

- identifying the specific dispute prevention processes designed to head off problems, evaluate performance, and promote cooperation.

Features of the partnering method include a joint workshop attended by project managers from both sides at the beginning of the project at which neutral facilitators build the participants into a team.

According to David Lukens, executive director of market services at the Associated General Contractors of America (AGC), more and more firms who contract with the Corps are also choosing to partner with the Corps. "It's almost like a religion now for some agencies," he said. "They've saved so much time and money. It's made contracting more like a business than a legal science."

Role of Attorneys. The role of attorneys in the ADR process varies. No attorneys are necessary, although they may become involved as the circumstances dictate and the parties desire. Some ADR techniques like mini-trials actually keep lawyers out of the process, since the final decision by the panel hearing the mini-trial makes its decision generally without the presence of any staff, including attorneys.

Formal Solutions

There are two legal processes established to try to assure fairness to government contractors. The protest process tries to ensure fairness during contract solicitation. The claims process tries to assure those who get government contracts that the contracts will be administered fairly. Those seeking to do business with the government should find comfort in knowing that the protest and claims processes offer them inexpensive and informal avenues to challenge any government actions that infringe on their rights. If you feel that the solicitation process is not fair, you have several alternative places you can file a "protest."

Two alternatives can be quickly dismissed: a protest to a Federal District Court or a protest to the U.S. Court of Federal Claims. Rarely are protests filed before these courts; the cost of doing so is the main reason. A more realistic alternative for most companies is a protest to the General Accounting Office (GAO), which is an arm of the legislative branch. However, an agency protest, first, to the Corps itself is recommended. If that fails, GAO is the next step.

The Protest Process. A protest is simply a written objection to some aspect of an acquisition or to a proposed or actual award of a contract. Protests may be filed with the Contracting Officer, the General Services Board of Contract Appeals (GSBCA), the General Accounting Office (GAO), or through the court system. The United States Court of Federal Claims has pre-award bid protest jurisdiction; the U.S. District Courts have jurisdiction for post-award protests. Canadian firms should be aware that protests serve multiple purposes.

There are strict ethical rules prohibiting a contractor from filing a protest as a delay tactic. Canadian firms should avoid frivolous protests. However, a protest can serve as a competitive tool. A party may file a protest to win the suspension of a procurement. If you are an incumbent, a suspension could keep your contract in place for several additional months. As the incumbent you may continue to develop new technology and make new government contacts. A party may also file a protest to conduct discovery of a competitor's confidential information through the use of interrogatories, depositions and request for documents. Such confidential information may give the discovering party a competitive edge. A protest is also a mechanism to address problems such as unreasonably restrictive specifications, insufficient evaluations and inadequate discussions between government and the offeror.

Whether you should protest is a policy matter and depends on the situation. Every contractor should protest under legitimate circumstances, and no contractor should protest when it is legally or ethically unjustified. Government employees and appointees are capable of inappropriate and unfair solicitations and awards, both intentionally and through error. Every protest must be in accord with the government terms and conditions in order for the protest to receive serious consideration. Every RFP has its own special evaluation criteria, and protesters must be within those parameters to win.

If you decide to protest, will you need an attorney? Neither the GSBCA nor GAO rules require one, but that is up to the individual contractor. As the protest process becomes more formal and complex, the services of an attorney may be essential. A protest is much like preparing a court case against someone. You must be sure you're right before proceeding. The government usually denies about 75 percent of protests, so protest wisely.

Contracting Officer Protests. The FAR encourages offerors to protest to the contracting officer. Firms pursuing these protests subsequently may protest the

matters to GAO, GSBCA, or the courts if the contracting officer decides against the firm. The primary advantage of contracting officer protests is their informality. They consist of a short letter of complaint to the contracting officer. Contracting officer protests are inexpensive to pursue because of their informality. Many contracting officers want to avoid errors or rectify problems. An informal protest to the contracting officer may nip a problem in the bud.

A disadvantage of contracting officer protests is that few rules govern the filing, prosecution and decision making of the contracting officer. Additionally, it forces you to tip your hand to the agency before you can proceed with a more formal review. In some cases, this preliminary review will give the agency time to better present their case in a subsequent GAO or GSBCA protest.

Filing a contracting officer protest prior to award may stop the contracting process until the matter is resolved. The FAR prohibits a contracting officer from awarding a contract when a pre-award protest is filed. Contracting officer protests filed after award generally will not stop the contracting process unless:

- the contracting officer finds substantial merit in the protest, and
- the suspension would not harm government interests.

The contracting officer enjoys broad authority to decide the merits of a protest and to award relief when it is found appropriate. Depending on the circumstances, he or she can reopen a competition, re-award a contract, or provide virtually any remedy suitable to the situation.

GAO authority is very broad. GAO is the oldest, most well established protest forum. GAO derived its protest authority from its jurisdiction to settle government accounts. GAO's authority and stature as a protest forum expanded in 1984 upon enactment of the Competition in Contracting Act (CICA). That statute, for the first time, gave GAO explicit authority to decide protests. GAO proceedings are usually conducted through written submissions and with limited discovery.

GAO authority to order final relief is as broad as GAO decides is necessary to rectify a matter that violates the rules. Among other remedies, GAO can advise an agency to pay a contractor its bid and proposal preparation costs. It can direct an agency to refrain from exercising an option, or to terminate a contract, or to re-compete a contract. GAO can also demand that an agency issue a new solicitation, or award a contract in a manner consistent with GAO's decision.

GAO may also tell an agency to award a prevailing protestor its costs (including attorneys fees and in-house labor hour costs) in pursuing a protest. When such an award is issued, the amount of these fees and cost is usually agreed by the agency and protestor. On many occasions, however, GAO has stepped in and resolved disputes over the amount of fees.

GAO authority to provide relief, however, is limited in one important respect: GAO can only **recommend** that an agency take a specific action. GAO cannot force an agency to correct its violation of the law.

Agencies almost always abide by GAO's recommendations. If they did not, Congress could potentially cut the nonconforming agencies budgets the next year. The recommendatory nature of GAO is important, however, when it comes to protest cost awards.

Until recently, GAO's rules provided that its protest cost orders were mandatory. Many executive agencies challenged GAO's authority to make these awards, and the rules were changed. Now, GAO's protest cost award power is only recommendatory.

In fact, the rule reflects recent history, rather than changes it. Even when GAO protest cost authority was deemed mandatory, the agencies were never particularly cooperative in paying protest costs. They often delayed payment or refused it on various grounds. Given this history, protestors cannot expect agencies to make payments willingly now that the GAO has authority only to recommend an action.

GAO has published rules for protesting. Typically the protestor files a protest, the agency gets 25 working days to respond, the protestor gets another 10 working days to respond to the agency report. GAO then makes a decision, generally within 90 working days. Most protests are decided on the basis of the pleadings submitted by the parties; there are not many in-person "trials" or fact-finding hearings as GAO calls them. There is no appeal to a court, although under certain circumstances, an issue lost before GAO can be brought to the Court of Federal Claims.

Timely protests are essential. A protest submitted a day late will be thrown out. Protests about the terms of the IFB (for example, asserting that the Corps is requiring the wrong type of steel for the project or the specification is ambiguous) must be filed before the closing date for the receipt of bids.

If you wait until after you have found out you have lost the contract to protest the steel or the specification, it is too late. All other protests (for example, asserting that your company was found unfairly to be nonresponsive) must be filed within 10 working days of your learning the basis for the protest. Typically, the protest clock starts to run from the day you are debriefed on why you lost. Again, failing to protest on time prevents you from ever protesting the contract award.

There are several advantages to filing protests with GAO. The GAO protest process is very simple. It is no exaggeration to say that all you need to protest is paper and the cost of postage. Many contractors file protests without the help of lawyers. It is so easy to protest to GAO that contracting officers generally believe that there are too many protests filed.

Another advantage is that many protests are successful. Figures vary from year to year, but the general belief of government contractors is that your chances of getting some GAO help as a result of protesting is between 25 and 30 percent.

The down side of protesting, however, is that protesting is a difficult business decision. The government employees who must prepare the government's response to a protest will generally be the same ones who make the contract award decision. Many companies hesitate to protest because they do not want to get on the bad side of the contracting personnel.

An alternative to protesting to the GAO is to protest to the agency itself. Often, protests as to the terms of the IFB are filed at the agency first before going to GAO. In fact, some agencies are grateful to learn from vendors that the government did not clearly write the IFB. On the other hand, protests after losing the bid typically do not go to the agencies. Most companies believe the government treated them unfairly during the process, so there is no sense in going back to the same agency, asking it to reconsider its decision.

GSBCA provides an alternative protest forum. GSBCA has limited protest authority. The Brooks Act gave GSBCA jurisdiction to decide protests involving automated data processing equipment (ADPE) procurements. The Brooks Act defines ADPE as computers, ancillary equipment, software, firmware, and support services. GSBCA decisions have held that the GSBCA has authority over procurements involving these types of ADPE, even if the procurement also involves many other items. GSBCA decisions have also stated that the GSBCA can decide protest involving the performances of any services that make "significant" use of computer equipment. GSBCA is not a mandatory forum. Protestors also may

choose to protest ADPE procurements before the GAO, the contracting officers or the courts.

GSBCA provides the protestor a formal hearing and full discovery. However, GSBCA litigation is more expensive than the GAO process.

Unlike GAO, GSBCA's decisions are mandatory. These decisions revoke or revise the agency's ADPE procurement authority if the GSBCA finds that the agency violated a procurement statute or regulations. If the GSBCA revokes the agency's authority, the government will be required to resolicit and reevaluate a proposal, whichever is appropriate. The GSBCA also may find that an already awarded contract is void, force immediate termination of the agreement, and direct award of the contract to the protestor.

Legal fees and costs are recoverable by a prevailing protestor at the GSBCA. GSBCA's cost awards also are mandatory, not advisory like GAO's awards. The fees must be shown to be reasonable, but GSBCA does not usually employ exacting analysis of this issue.

The Claims Process. The claims process has fewer alternatives than the protest process. If you believe you are entitled to more money under a government contract, you file a written claim to the contracting officer describing why you are entitled to additional money, stating the amount you think you are entitled to, and demand a decision. Like the GAO protest process, all you need to start the claims process is paper and postage. Typically, you must continue to perform under the disputed contract while the claim gets resolved. A dispute is generally no reason to walk off a government job.

Your claim will get a written decision by the contracting officer, often within 60 days. If you are not satisfied with the officer's resolution of your claim, you can appeal that decision to either the Corps of Engineers Board of Contract Appeals (ENGBCA) or the Court of Federal Claims (COFC).

The board is cheaper and more informal. The court is more formal and more costly. Many cases are brought before the board without an attorney. A lawyer is typically needed to appeal a contracting officer's decision to the COFC.

Inexperienced government contractors often want to appeal to the COFC, believing that the ENGBCA is a rubber-stamp for the Corps. That is not the case; judges on the board are legally independent from the Corps and often act that way.

In summary, those seeking to do business with the U.S. government should know that the protest and claims processes offer them cheap and informal avenues to challenge any government actions that infringe on their rights.

APPENDIX A

Maps

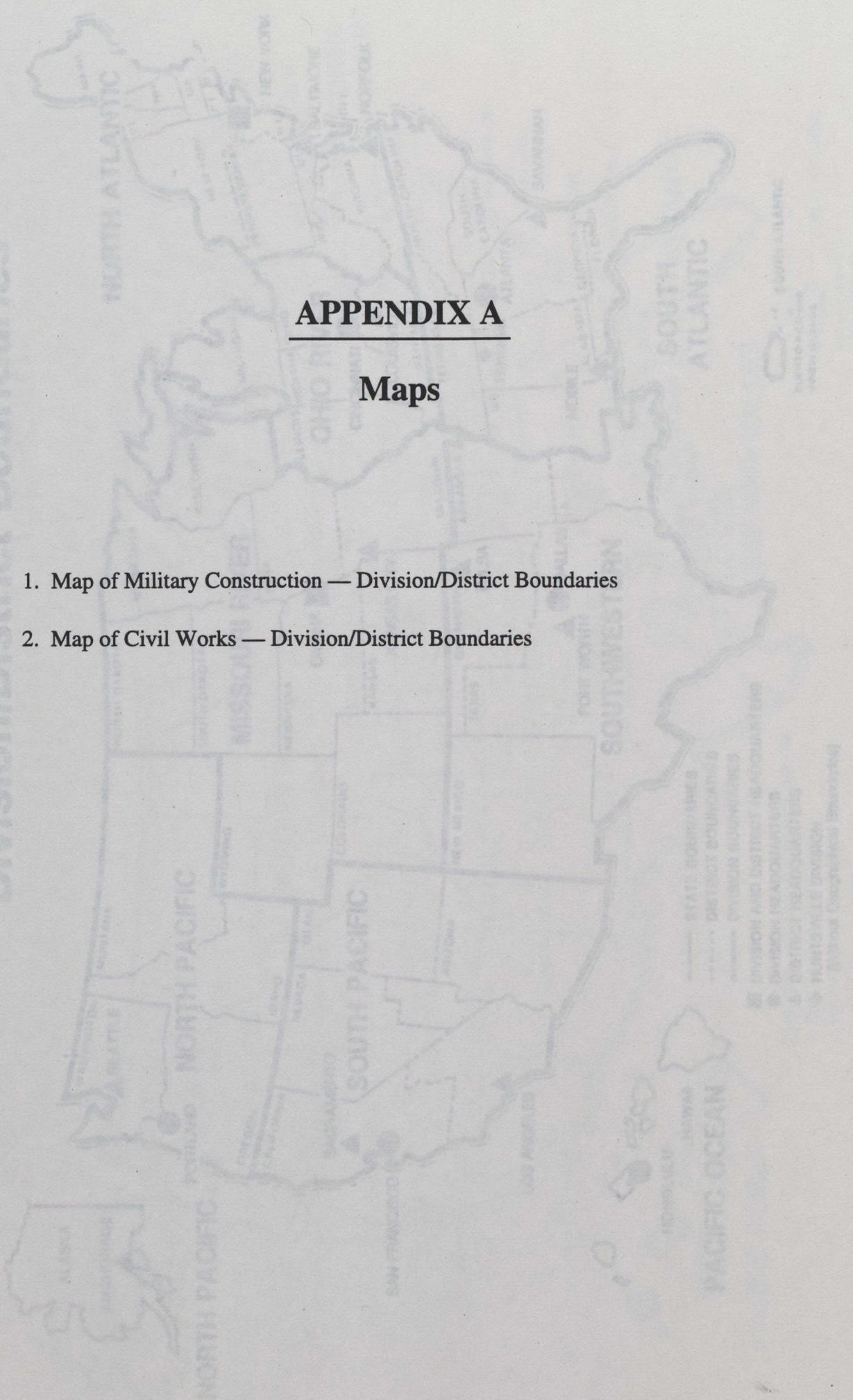
1. Map of Military Construction — Division/District Boundaries
2. Map of Civil Works — Division/District Boundaries

APPENDIX A

Maps

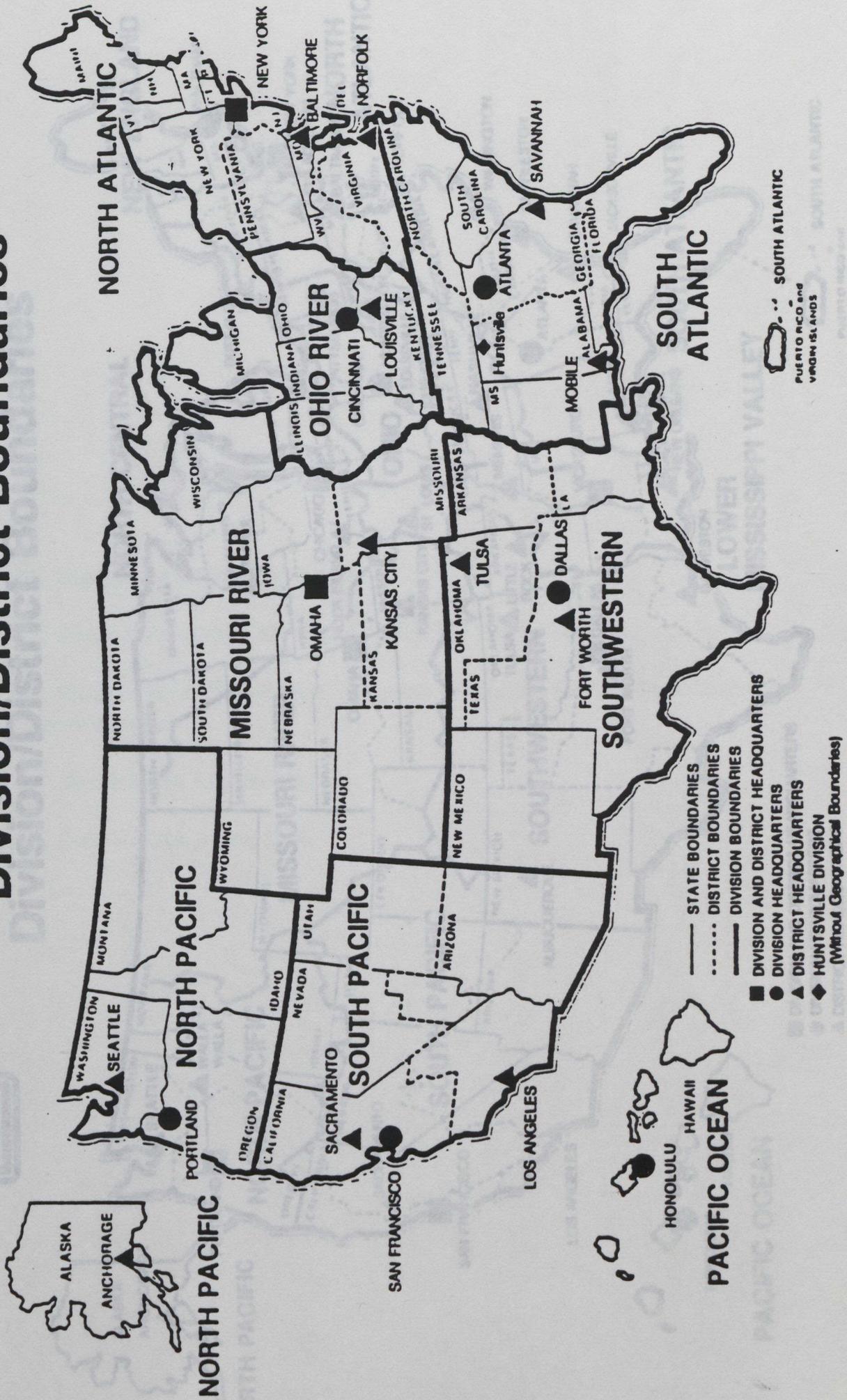
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2. Map of Civil Works — Division/District Boundaries

Military Construction
Division/District Boundaries



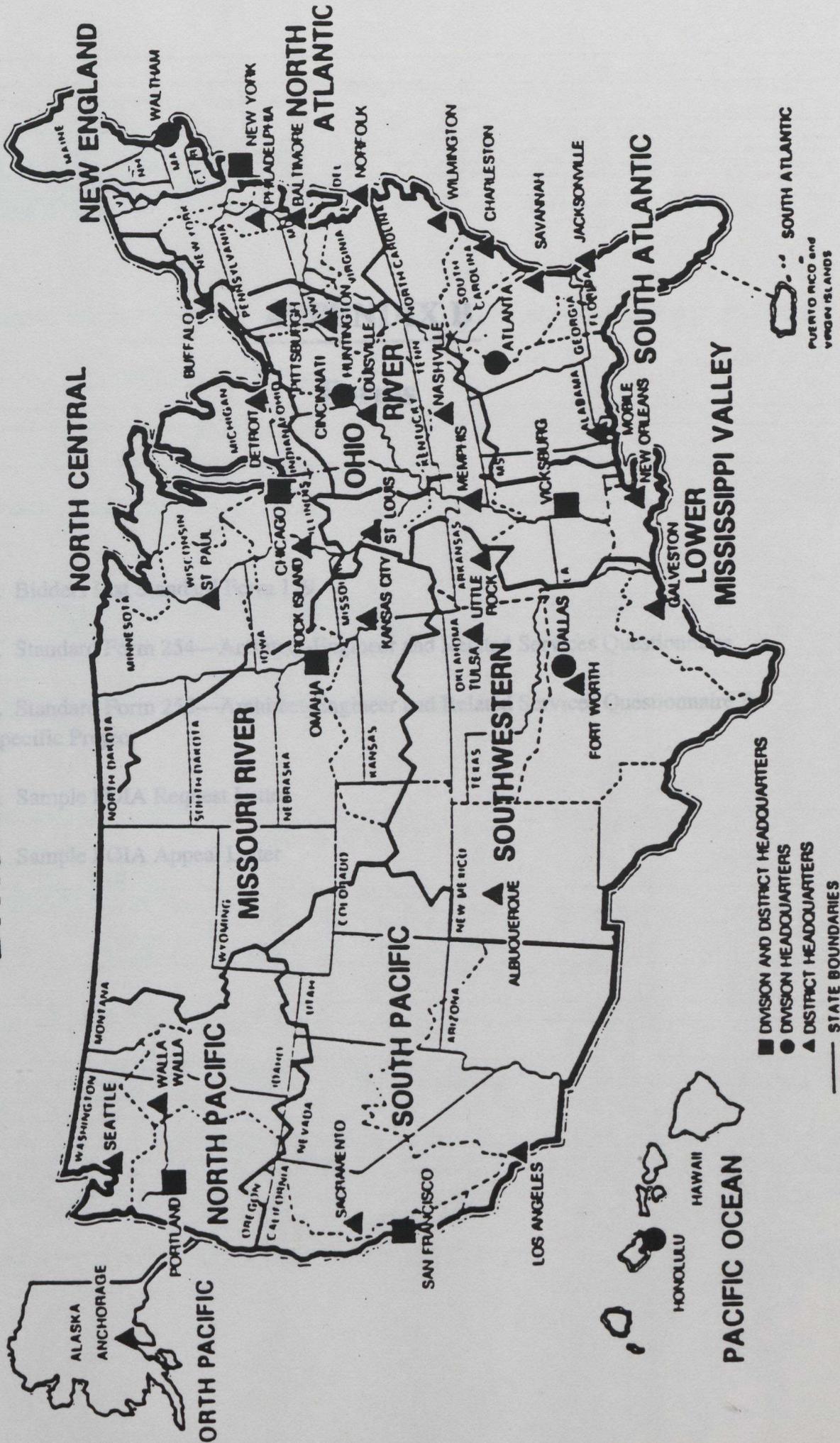


Military Construction Division/District Boundaries





Civil Works Division/District Boundaries



INITIAL REVISION

FORM APPROVED CASE NO. 1000-0001

TYPE OF APPLICATION

SOLICITATION MATTERS LIST APPLICATION

APPENDIX B

Forms

1. Bidders List Standard Form 129
2. Standard Form 254—Architect-Engineer and Related Services Questionnaire
3. Standard Form 255—Architect-Engineer and Related Services Questionnaire for Specific Project
4. Sample FOIA Request Letter
5. Sample FOIA Appeal Letter

TYPE OF ORGANIZATION

INDIVIDUAL CORPORATION PARTNERSHIP

TYPE OF CONTRACT

FLOOR SPACE WORKING DRAWING CONTRACT

TYPE OF PROJECT

ARCHITECTURE MECHANICAL ELECTRICAL PLUMBING

TYPE OF WORK

ARCHITECTURE MECHANICAL ELECTRICAL PLUMBING

TYPE OF PROJECT

ARCHITECTURE MECHANICAL ELECTRICAL PLUMBING

TYPE OF WORK

ARCHITECTURE MECHANICAL ELECTRICAL PLUMBING

TYPE OF PROJECT

ARCHITECTURE MECHANICAL ELECTRICAL PLUMBING

TYPE OF WORK

ARCHITECTURE MECHANICAL ELECTRICAL PLUMBING

SOLICITATION MAILING LIST APPLICATION

1. TYPE OF APPLICATION
 INITIAL REVISION

2. DATE

FORM APPROVED OMB. NO.
9000-0002

NOTE: Please complete all items on this form. Insert N/A in items not applicable. See reverse for instructions.

Public reporting burden for this collection of information is estimated to average 38 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, DC 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0002), Washington, DC 20503.

3. NAME AND ADDRESS OF FEDERAL AGENCY TO WHICH FORM IS SUBMITTED (Include ZIP code)

4. NAME AND ADDRESS OF APPLICANT (Include county and ZIP code)

5. TYPE OF ORGANIZATION (Check one)

- INDIVIDUAL NON-PROFIT ORGANIZATION
 PARTNERSHIP CORPORATION, INCORPORATED UNDER THE LAWS OF THE STATE OF:

6. ADDRESS TO WHICH SOLICITATIONS ARE TO BE MAILED (if different than item 4)

7. NAMES OF OFFICERS, OWNERS, OR PARTNERS

A. PRESIDENT

B. VICE PRESIDENT

C. SECRETARY

D. TREASURER

E. OWNERS OR PARTNERS

8. AFFILIATES OF APPLICANT (Name, location and nature of affiliation. See definition on reverse.)

9. PERSONS AUTHORIZED TO SIGN OFFERS AND CONTRACTS IN YOUR NAME (Indicate if agent)

NAME	OFFICIAL CAPACITY	TELE. NO. (include area code)

10. IDENTIFY EQUIPMENT, SUPPLIES, AND/OR SERVICES ON WHICH YOU DESIRE TO MAKE AN OFFER (See attached Federal Agency's supplemental listing and instructions, if any)

11A. SIZE OF BUSINESS (See definitions on reverse)

- SMALL BUSINESS (if checked, complete items 11B and 11C) OTHER THAN SMALL BUSINESS

11B. AVERAGE NUMBER OF EMPLOYEES (including affiliates) FOR FOUR PRECEDING CALENDAR QUARTERS

11C. AVERAGE ANNUAL SALES OR RECEIPTS FOR PRECEDING THREE FISCAL YEARS

\$

12. TYPE OF OWNERSHIP (See definitions on reverse) (Not applicable for other than small businesses)

- DISADVANTAGED BUSINESS WOMAN-OWNED BUSINESS

13. TYPE OF BUSINESS (See definitions on reverse)

- MANUFACTURER OR PRODUCER REGULAR DEALER (Type 1) CONSTRUCTION CONCERN SURPLUS DEALER
 SERVICE ESTABLISHMENT REGULAR DEALER (Type 2) RESEARCH AND DEVELOPMENT

14. DUNS NO. (if available)

15. HOW LONG IN PRESENT BUSINESS?

16. FLOOR SPACE (Square feet)

17. NET WORTH

A. MANUFACTURING

B. WAREHOUSE

A. DATE

B. AMOUNT

\$

18. SECURITY CLEARANCE (if applicable, check highest clearance authorized)

FOR	TOP SECRET	SECRET	CONFIDENTIAL	C. NAMES OF AGENCIES WHICH GRANTED SECURITY CLEARANCES (include dates)
A. KEY PERSONNEL				
B. PLANT ONLY				

CERTIFICATION - I certify that information supplied herein (including all pages attached) is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer, so far as is known, is now debarred or otherwise declared ineligible by any agency of the Federal Government from making offers for furnishing materials, supplies, or services to the Government or any agency thereof.

19. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN (Type or print)

20. SIGNATURE

21. DATE SIGNED

INSTRUCTIONS

Persons or concerns wishing to be added to a particular agency's bidder's mailing list for supplies or services shall file this properly completed and certified Solicitation Mailing List Application, together with such other lists as may be attached to this application form, with each procurement office of the Federal agency with which they desire to do business. If a Federal agency has attached a Supplemental Commodity list with instructions, complete the application as instructed. Otherwise, identify in Item 10 the equipment, supplies, and/or services on which you desire to bid. (Provide Federal Supply Class or Standard Industrial Classification codes, if available.) The application shall be submitted and signed by the principal as distinguished from an agent, however constituted.

After placement on the bidder's mailing list of an agency, your failure to respond (submission of bid, or notice in writing, that you are unable to bid on that particular transaction but wish to remain on the active bidder's mailing list for that particular item) to solicitations will be understood by the agency to indicate lack of interest and concurrence in the removal of your name from the purchasing activity's solicitation mailing for items concerned.

SIZE OF BUSINESS DEFINITIONS (See Item 11A.)

a. Small business concern - A small business concern for the purpose of Government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is competing for Government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or the other criteria, as prescribed by the Small Business Administration. (See Code of Federal Regulations, Title 13, Part 121, as amended, which contains detailed industry definitions and related procedures.)

b. Affiliates - Business concerns are affiliates of each other when either directly or indirectly (i) one concern controls or has the power to control the other, or (ii) a third party controls or has the power to control both. In determining whether concerns are independently owned and operated and whether or not affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationship. (See Items 8 and 11A.)

c. Number of employees - (Item 11B) In connection with the determination of small business status, "number of employees" means the average employment of any concern, including the employees of its domestic and foreign affiliates, based on the number of persons employed on a full-time, part-time, temporary or other basis during each of the pay periods of the preceding 12 months. If a concern has not been in existence for 12 months, "number of employees" means the average employment of such concern and its affiliates during the period that such concern has been in existence based on the number of persons employed during each of the pay periods of the period that such concern has been in business.

TYPE OF OWNERSHIP DEFINITIONS (See Item 12.)

a. "Disadvantaged business concern" - means any business concern (1) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically

disadvantaged individuals; and (2) whose management and daily business operations are controlled by one or more of such individuals.

b. "Women-owned business" - means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

TYPE OF BUSINESS DEFINITIONS (See Item 13.)

a. Manufacturer or producer - means a person (or concern) owning, operating, or maintaining a store, warehouse, or other establishment that produces, on the premises, the materials, supplies, articles or equipment of the general character of those listed in Item 10, or in the Federal Agency's Supplemental Commodity List, if attached.

b. Service establishment - means a concern (or person) which owns, operates, or maintains any type of business which is principally engaged in the furnishing of nonpersonal services, such as (but not limited to) repairing, cleaning, redecorating, or rental of personal property, including the furnishing of necessary repair parts or other supplies as a part of the services performed.

c. Regular dealer (Type 1) - means a person (or concern) who owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles, or equipment of the general character listed in Item 10, or in the Federal Agency's Supplemental Commodity List, if attached, are bought, kept in stock, and sold to the public in the usual course of business.

d. Regular dealer (Type 2) - in the case of supplies of particular kinds (at present, petroleum, lumber and timber products, machine tools, raw cotton, green coffee, hay, grain, feed, or straw, agricultural liming materials, tea, raw or unmanufactured cotton linters and used ADPE), Regular dealer means a person (or concern) satisfying the requirements of the regulations (Code of Federal Regulations, Title 41, 50-201.101(a) (2)) as amended from time to time, prescribed by the Secretary of Labor under the Walsh-Healey Public Contracts Act (Title 41, U.S. Code 35-45). For coal dealers see Code of Federal Regulations, Title 41, 50-201.504(a).

- **COMMERCE BUSINESS DAILY** - The Commerce Business Daily, published by the Department of Commerce, contains information concerning proposed procurements, sales, and contract awards. For further information concerning this publication, contact your local Commerce Field Office.

**STANDARD
FORM (SF)
254**

**Form Approved
OMB No. 9000-0004
Expires 7-31-94**

**Architect-Engineer
and Related Services
Questionnaire**

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (WRS), Office of Federal Acquisition and Regulatory Policy, USA, Washington, D.C. 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0004), Washington, D.C. 20503.

Purpose:

The policy of the Federal Government in acquiring architectural, engineering, and related professional services is to encourage firms lawfully engaged in the practice of those professions to submit annually a statement of qualifications and performance data. Standard Form 254, "Architect-Engineer and Related Services Questionnaire," is provided for that purpose. Invited A-E firms (including new, small, and/or minority firms) should complete and file SF-254's with each Federal agency and with appropriate regional or district offices for which the A-E is qualified to perform services. The agency head for each proposed project shall evaluate these qualification resumes, together with any other performance data on file or requested by the agency, in relation to the proposed project. The SF-254 may be used as a basis for selecting firms for discussions, or for screening firms preliminary to inviting submission of additional information.

Definitions:

"Architect-Engineer Services" are defined in Part 36 of the Federal Acquisition Regulation.

"Parent Company" is that firm, company, corporation, association or conglomerate which is the major stockholder or highest tier owner of the firm completing this questionnaire, i.e., Firm A is owned by Firm B which is, in turn, a subsidiary of Corporation C. The "parent company" of Firm A is Corporation C.

"Principals" are those individuals in a firm who possess legal responsibility for its management. They may be owners, partners, corporate officers, associates, administrators, etc.

"Discipline," as used in this questionnaire, refers to the primary technological professional registration, certification, or extensive experience in a particular field of capability of individuals in the responding firm. Possession of an academic degree, practice normally reflects an individual's primary technical discipline.

"Joint Venture" is a collaborative undertaking by two or more firms or individuals for which the participants are both jointly and individually responsible.

"Consultant," as used in this questionnaire, is a highly specialized individual or firm having significant input and responsibility for certain aspects of a project and possessing unusual or unique capabilities for assuring success of the finished work.

"Prime" refers to that firm which may be coordinating the concerted and complementary inputs of several firms, individuals or related services to produce a completed study or facility. The "prime" would normally be regarded as having full responsibility and liability for quality of performance by itself as well as by subcontractor professionals under its jurisdiction.

"Branch Office" is a satellite, or subsidiary extension, of a headquarters office of a company, regardless of any differences in name or legal structure of such a branch due to local or state laws. "Branch offices" are normally subject to the management decisions, bookkeeping, and policies of the main office.

Instructions for Filing (Numbers below correspond to numbers contained in form):

1. Type accurate and complete name of submitting firm, its address, and zip code.
In. Indicate whether firm is being submitted in behalf of a parent firm or a branch office. (Branch office submissions should list only personnel in, and experience of, that office.)

2. Provide date the firm was established under the name shown in question 1.

3. Show date on which form is prepared. All information submitted shall be current and accurate as of this date.

4. Enter type of ownership, or legal structure, of firm (sole proprietor, partnership, corporation, joint venture, etc.).

Check appropriate boxes indicating if firm is (a) a small business concern; (b) a small business concern owned and operated by socially and economically disadvantaged individuals; and (c) Woman-owned (See 48 CFR 19.101 and 52.210-6).

5. Branches of subsidiaries of large or parent companies, or conglomerates, should insert name and address of highest-tier owner.

6. If present firm is the successor to, or outgrowth of, one or more predecessor firms, show names of former entity(ies) and the year(s) of their original establishment.

7. List not more than two principals from submitting firm who may be contacted by the agency receiving this form. (Different principals may be listed on forms going to another agency.) Listed principals must be empowered to speak for the firm on policy and contractual matters.

8. Beginning with the submitting office, list name, location, total number of personnel, and telephone numbers for all associated or branch offices, (including any headquarters or foreign offices) which provide A-E and related services.

9. Show total personnel in all offices. (Should be sum of all personnel, all branches.)
10. Show total number of employees, by discipline, in submitting office. (*If form is being submitted by main or headquarters office, firm should list total employees, by discipline, in all offices.) While main personnel may be qualified in several disciplines, each person should be counted only once in accord with his or her primary function. Include clerical personnel as "administrative." Write in any additional disciplines--sociologists, biologists, etc. -- and number of people in each, in blank spaces.

Architect-Engineer
and Related Services
Questionnaire

254

9. Using chart (below) insert appropriate index number to indicate range of professional services fees received by submitting firm each calendar year for last five years, most recent year first. Fee summaries should be broken down to reflect the fees received each year for (a) work performed directly for the Federal Government (not including grant and loan projects) or as a sub to other professionals performing work directly for the Federal Government; (b) all other domestic work, U.S. and possessions, including Federally-assisted projects, and (c) all other foreign work.

Ranges of Professional Services Fees

INDEX

- | | |
|-----------------------------|--------------------------------|
| 1. Less than \$100,000 | 5. \$1 million to \$2 million |
| 2. \$100,000 to \$250,000 | 6. \$2 million to \$5 million |
| 3. \$250,000 to \$500,000 | 7. \$5 million to \$10 million |
| 4. \$500,000 to \$1 million | 8. \$10 million or greater |

10. Select and enter, in numerical sequence, not more than thirty (30) "Experience Profile Cards" numbers from the listing (next page) which most accurately reflect submitting firm's demonstrated technical capabilities and project experience. Carefully review list. It is recognized some profile cards may be part of other services or projects contained on list; firms are encouraged to select profile cards which best indicate type and scope of services provided on past projects. For each card number, show total number of projects and gross fees (in thousands) received for profile projects performed by firm during past few years. If firm has one or more capabilities not included on list, insert same in blank spaces at end of list and show numbers in question 10 on the form. In such cases, the filled-in listing must accompany the complete SF 254 when submitted to the Federal agency.

11. Using the "Experience Profile Cards" numbers in the same sequence as entered in item 10, give details of at least one recent (within last five years) representative project for each card number, up to a maximum of thirty (30) separate projects, or portions of projects, for which firm was responsible. (Project examples may be used more than once to illustrate different services rendered on the same job. Example: a dining hall may be part of an auditorium or educational facility.) Firms which select less than thirty "profile cards" may list two or more project examples (to illustrate specialization) for each card number so long as total of all project examples does not exceed thirty (30). After each card number in question 11, show: (a) whether firm was "P," the prime professional, or "C," a consultant, or "JV," part of a joint venture on that particular project (new firms, in existence less than five (5) years may use the symbol "IS" to indicate "Individual Experience" as opposed to firm experience); (b) provide name and location of the specific project which typifies firm's (or individual's) performance under that card category; (c) give name and address of the

owner of that project (if government agency indicate responsible office); (d) show the estimated construction cost (or other applicable cost) for that portion of the project for which the firm was primarily responsible. (Where no construction was involved, show approximate cost of firm's work); and (e) state your work on that particular project was, or will be, completed.

12. The completed SF 254 should be signed by a principal of the firm, preferably the chief executive officer.

13. Additional data, brochures, photos, etc. should not accompany this form unless specifically requested.

NEW FIRMS (not reorganized or recently-amalgamated firms) are eligible and encouraged to seek work from the Federal Government in connection with performance of projects for which they are qualified. Such firms are encouraged to complete and submit Standard Form 254 to appropriate agencies. Questions on the form dealing with personnel or experience may be answered by citing experience and capabilities of individuals in the firm, based on performance and responsibility while in the employ of others. In so doing, notation of this fact should be made on the form. In question 9, write in "N/A" to indicate "not applicable" for those years prior to firm's organization.

**Experience Profile Code Numbers
for use with questions 10 and 11**

- 001 Acoustics, Noise Abatement
- 002 Aerial Photography
- 003 Agricultural Development; Grain Storage; Farm Mechanization
- 004 Air Pollution Control
- 005 Airports, Navvies, Airport Lighting; Aircraft Fueling
- 006 Airports; Terminals & Hangars; Freight Handling
- 007 Arctic Facilities
- 008 Auditoriums & Theatres
- 009 Automation; Controls; Instrumentation
- 010 Barracks; Dormitories
- 011 Bridges
- 012 Cemeteries (Planning & Installation)
- 013 Chemical Processing & Storage
- 014 Churches; Chapels
- 015 Codes; Standards; Ordinances
- 016 Cold Storage, Refrigeration; Fast Freezer
- 017 Commercial Building (low rise); Shopping Centers
- 018 Communications Systems; TV; Microwave
- 019 Computer Facilities; Computer Service
- 020 Conservation and Resource Management
- 021 Construction Management
- 022 Corrosion Control; Cathodic Protection; Electrolysis
- 023 Cost Estimating
- 024 Dams (Concrete; Arch)
- 025 Dams (fill; rock); Dikes; Levees
- 026 Desalination (Process & Facilities)
- 027 Dining Halls; Clubs; Restaurants
- 028 Ecological & Archeological Investigations
- 029 Educational Facilities, Classrooms
- 030 Electronics
- 031 Elevators; Escalators, People Movers
- 032 Energy Conservation, New Energy Sources
- 033 Environmental Impact Studies, Assessments or Statements
- 034 Fallout Shelters; Blast Resistant Design
- 035 Field Houses; Gyms; Stadiums
- 036 Fire Protection
- 037 Fisheries, Fish Ladders
- 038 Forestry & Forest Products
- 039 Garages; Vehicle Maintenance Facilities; Parking Decks
- 040 Gas Systems (Process; Natural, Etc.)
- 041 Graphic Design
- 042 Harbors; Jetties; Piers, Ship Terminal Facilities
- 043 Heating; Ventilating; Air Conditioning
- 044 Health Systems Planning
- 045 Highways; Air-Right-Type Buildings
- 046 Highways; Streets; Airfield Paving Parking Lots
- 047 Historical Preservation
- 048 Hospital & Medical Facilities
- 049 Hotels; Motels
- 050 Housing (Residential, Multi-Family; Apartments; Condominiums)
- 051 Hydraulics & Pneumatics
- 052 Industrial Buildings; Manufacturing Plants
- 053 Industrial Processes; Quality Control
- 054 Industrial Waste Treatment
- 055 Interior Design; Space Planning
- 056 Irrigation; Drainage
- 057 Judicial and Courtroom Facilities
- 058 Laboratories; Medical Research Facilities
- 059 Landscape Architecture
- 060 Libraries; Museums; Galleries
- 061 Lighting (Interiors; Display; Theatre, Etc.)
- 062 Lighting (Exteriors; Streets; Monuments; Athletic Fields, Etc.)
- 063 Materials Handling Systems; Conveyors; Sorters
- 064 Metallurgy
- 065 Microclimatology; Tropical Engineering
- 066 Military Design Standards
- 067 Mining & Mineralogy
- 068 Missile Facilities (Silo; Fuels; Transport)
- 069 Modular Systems Design; Pre-Fabricated Structures or Components
- 070 Naval Architecture; Off-Shore Platforms
- 071 Nuclear Facilities; Nuclear Shielding
- 072 Office Buildings; Industrial Parks
- 073 Oceanographic Engineering
- 074 Ordnance; Munitions; Special Weapons
- 075 Petroleum Exploration; Refining
- 076 Petroleum and Fuel (Storage and Distribution)
- 077 Pipelines (Cross-Country - Liquid & Gas)
- 078 Planning (Community, Regional, Area-wide and State)
- 079 Planning (Site, Installation, and Project)
- 080 Plumbing & Piping Design
- 081 Pneumatic Structures, Air-Support Buildings
- 082 Postal Facilities
- 083 Power Generation, Transmission, Distribution
- 084 Pits and Correctional Facilities
- 085 Product, Machine & Equipment Design
- 086 Radar; Sonar; Radio & Radar Telescopes
- 087 Railroad; Rapid Transit
- 088 Recreation Facilities (Parks, Marinas, Etc.)
- 089 Rehabilitation (Buildings; Structures; Facilities)
- 090 Resource Recovery; Recycling
- 091 Radio Frequency Systems & Shielding
- 092 Rivers; Canals; Waterway; Flood Control
- 093 Safety Engineering; Accident Studies; OSHA Studies
- 094 Security Systems; Intruder & Smoke Detection
- 095 Seismic Design & Studies
- 096 Sewage Collection, Treatment and Disposal
- 097 Soils & Geologic Studies; Foundations
- 098 Solar Energy Utilization
- 099 Solid Wastes; Incineration; Land Fill
- 100 Special Environments; Clean Rooms, Etc.
- 101 Structural Design; Special Structures
- 102 Surveying; Planning; Mapping; Flood Plain Studies
- 103 Swimming Pools
- 104 Storm Water Handling & Facilities
- 105 Telephone Systems (Rural; Mobile; Intercom, Etc.)
- 106 Testing & Inspection Services
- 107 Traffic & Transportation Engineering
- 108 Towers (Self-Supporting & Guyed Systems)
- 109 Tunnels & Subways
- 110 Urban Renewals; Community Development
- 111 Utilities (Gas & Steam)
- 112 Value Analysis; Life Cycle Costing
- 113 Warehouses & Depots
- 114 Water Resources; Hydrology; Ground Water
- 115 Water Supply; Treatment and Distribution
- 116 Wind Tunnels; Research/Testing Facilities Design
- 117 Zoning; Land Use Studies
- 201 _____
- 202 _____
- 203 _____
- 204 _____
- 205 _____

STANDARD FORM (SF)

254

Architect-Engineer and Related Services Questionnaire

<p>1. Firm Name/Business Address:</p>	<p>2. Year Present Firm Established</p>	<p>3. Date Prepared:</p>						
<p>4. Specify type of ownership and check below, if applicable.</p> <p><input type="checkbox"/> A. Small Business</p> <p><input type="checkbox"/> B. Small Disadvantaged Business</p> <p><input type="checkbox"/> C. Woman-owned Business</p>								
<p>5. Name of Parent Company, if any:</p> <p>1a. Submit for <input type="checkbox"/> Parent Company <input type="checkbox"/> Branch or Subsidiary Office</p> <p>5a. Former Parent Company Name(s), if any, and Year(s) Established:</p>								
<p>6. Names of not more than Two Principals to Contact: Title/Telephone</p> <p>1) _____</p> <p>2) _____</p>								
<p>7. Present Offices: City / State / Telephone / No. Personnel Each Office</p> <p>7a. Total Personnel _____</p>								
<p>8. Personnel by Discipline: (List each person only once, by primary function.)</p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; vertical-align: top;"> <ul style="list-style-type: none"> ___ Administrative ___ Architects ___ Chemical Engineers ___ Civil Engineers ___ Construction Inspectors ___ Draftsman ___ Ecologists ___ Economists </td> <td style="width:50%; vertical-align: top;"> <ul style="list-style-type: none"> ___ Electrical Engineers ___ Estimators ___ Geologists ___ Hydrologists ___ Interior Designers ___ Landscape Architects ___ Mechanical Engineers ___ Mining Engineers </td> </tr> <tr> <td style="vertical-align: top;"> <ul style="list-style-type: none"> ___ Oceanographers ___ Planners: Urban/Regional ___ Sanitary Engineers ___ Soils Engineers ___ Specification Writers ___ Structural Engineers ___ Surveyors ___ Transportation Engineers </td> <td></td> </tr> </table>			<ul style="list-style-type: none"> ___ Administrative ___ Architects ___ Chemical Engineers ___ Civil Engineers ___ Construction Inspectors ___ Draftsman ___ Ecologists ___ Economists 	<ul style="list-style-type: none"> ___ Electrical Engineers ___ Estimators ___ Geologists ___ Hydrologists ___ Interior Designers ___ Landscape Architects ___ Mechanical Engineers ___ Mining Engineers 	<ul style="list-style-type: none"> ___ Oceanographers ___ Planners: Urban/Regional ___ Sanitary Engineers ___ Soils Engineers ___ Specification Writers ___ Structural Engineers ___ Surveyors ___ Transportation Engineers 			
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<ul style="list-style-type: none"> ___ Oceanographers ___ Planners: Urban/Regional ___ Sanitary Engineers ___ Soils Engineers ___ Specification Writers ___ Structural Engineers ___ Surveyors ___ Transportation Engineers 								
<p>9. Summary of Professional Services Fees</p> <p>Received: (insert index number)</p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%; text-align: center;">19</td> <td style="width:33%; text-align: center;">19</td> <td style="width:33%; text-align: center;">19</td> </tr> <tr> <td style="text-align: center;">19</td> <td style="text-align: center;">19</td> <td style="text-align: center;">19</td> </tr> </table> <p>Direct Federal contract work, including overseas _____</p> <p>All other domestic work _____</p> <p>All other foreign work _____</p> <p>*Firms interested in foreign work, but without such experience, check here: <input type="checkbox"/></p>			19	19	19	19	19	19
19	19	19						
19	19	19						
<p>10. Ranges of Professional Services Fees INDEX</p> <p>1. Less than \$100,000</p> <p>2. \$100,000 to \$250,000</p> <p>3. \$250,000 to \$500,000</p> <p>4. \$500,000 to \$1 million</p> <p>5. \$1 million to \$2 million</p> <p>6. \$2 million to \$5 million</p> <p>7. \$5 million to \$10 million</p> <p>8. \$10 million or greater</p>								

10. Profile of Firm's Project Experience, Last 5 Years		Total Gross Fees (in thousands)	Number of Projects	Profile Code	Total Gross Fees (in thousands)	Number of Projects	Profile Code	Total Gross Fees (in thousands)	Number of Projects	Profile Code
1)				11)			21)			
2)				12)			22)			
3)				13)			23)			
4)				14)			24)			
5)				15)			25)			
6)				16)			26)			
7)				17)			27)			
8)				18)			28)			
9)				19)			29)			
10)				20)			30)			

11. Project Examples, Last 5 Years

Profile Code	"P," "C," "JV," or "IF"	Project Name and Location	Owner Name and Address	Cost of Work (in thousands)	Completion Date (Actual or Estimated)
		1			
		2			
		3			
		4			
		5			
		6			
		7			

20	Architect-Engineer and Related Services				Form Approved Expires 7-5-94
21	Questionnaire for Specific Project				
22					
23					
24					
25					
26					
27					
28					
29					
30					
12. The foregoing is a statement of facts					Date:
Signature: _____					Typed Name and Title: _____

Architect-Engineer and Related Services Questionnaire for Specific Project

STANDARD
FORM (SF)
255

Form Approved
OMB No. 9000-0005
Expires 7-31-94

Public reporting burden for this collection of information is estimated to average 1.2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VLS), Office of Federal Acquisition and Regulatory Policy, GSA, Washington, D.C. 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0005), Washington, D.C. 20503.

Purpose:

This form is a supplement to the "Architect-Engineer and Related Services Questionnaire" (SF 254). Its purpose is to provide additional information regarding the qualifications of interested firms to undertake a specific Federal A-E project. Firms, or branch offices of firms, submitting this form should enclose (or already have on file with the appropriate office of the agency) a current (within the past year) and accurate copy of the SF 254 for that office.

The procurement official responsible for each proposed project may request submission of the SF 255 "Architect-Engineer and Related Services Questionnaire for Specific Project" in accord with applicable civilian and military procurement regulations and shall evaluate such submissions, as well as related information contained on the Standard Form 254, and any other performance data on file with the agency, and shall select firms for subsequent discussions leading to contract award in conformance with Public Law 92-582. This form should only be filed by an architect-engineer or related services firm when requested to do so by the agency or by a public announcement. Responses should be as complete and accurate as possible, contain data relative to the specific project for which you wish to be considered, and should be provided, by the required due date, to the office specified in the request or public announcement.

This form will be used only for the specified project. Do not refer to this submitted in response to other requests or public announcements.

Definitions:

"Architect-Engineer Services" are defined in Part 30 of the Federal Acquisition Regulation.

"Principals" are those individuals in a firm who possess legal responsibility for its management. They may be owners, partners, corporate officers, associates, administrators, etc.

"Discipline," as used in this questionnaire, refers to the primary technical capability of individuals in the responding firm. Possession of an academic degree, professional registration, certification, or extensive experience in a particular field of practice normally reflects an individual's primary technical discipline.

"Joint Venture" is a collaborative undertaking by two or more firms or individuals for which the participants are both jointly and individually responsible. "Key Persons, Specialists, and Individual Consultants," as used in this questionnaire, refer to individuals who will have major project responsibility or will provide unusual or unique capabilities for the project under consideration.

Instructions for Filing (Numbers below correspond to numbers contained in form):

1. Give name and location of the project for which this form is being submitted.
2. Provide appropriate data from the *Commerce Business Daily* (CBD) identifying the particular project for which this form is being filed.
 - 2a. Give the date of the *Commerce Business Daily* in which the project announcement appeared, or indicate "not applicable" (N/A) if the source of the announcement is other than the CBD.
 - 2b. Indicate Agency identification or contract number as provided in the CBD announcement.
3. Show name and address of the individual or firm (or joint venture) which is submitting this form for the project.
 - 3a. List the name, title, and telephone number of that principal who will serve as the point of contact. Such an individual must be empowered to speak for the firm on policy and contractual matters and should be familiar with the programs and procedures of the agency to which this form is directed.
 - 3b. Give the address of the specific office which will have responsibility for performing the announced work.
4. Insert the number of consultant personnel by discipline proposed for subject project on line (A). Insert the number of in-house personnel by discipline proposed for subject project on line (B). While name personnel may be qualified in several disciplines, each person should be counted only once in accord with his or her primary function. Include clerical personnel as "administrative." Write in any additional disciplines -- sociologists, biologists, etc. -- and number of people in each, in blank spaces.
 5. Answer only if this form is being submitted by a joint venture of two or more collaborating firms. Show the names and addresses of all individuals or organizations expected to be included as part of the joint venture and describe their particular areas of anticipated responsibility (i.e., technical disciplines, administration, financial, sociological, environmental, etc.).
 - 5a. Indicate, by checking the appropriate box, whether this particular joint venture has worked together on other projects.
 - 5b. Each firm participating in the joint venture should have a Standard Form 254 on file with the contracting office receiving this form. Firms which do not have such forms on file should provide same immediately along with a notation at the top of page 1 of the form regarding their association with this joint venture submitted.

Architect-Engineer
and Related Services
Questionnaire for
Specific Project

Standard Form 255
General Services Administration
Washington, D.C. 20405

7. If respondent is not a joint venture, but intends to use outside (not appraised to in-house or permanently and formally affiliated) consultants or associates, he should provide names and addresses of all such individual or firms, as well as their particular areas of technical professional expertise, as it relates to this project. Existence of previous working relationships should be noted. If more than eight outside consultants or associates are anticipated, attach an additional sheet containing requested information.

8. Regardless of whether respondent is a joint venture or an independent firm, provide brief resumes of key personnel expected to participate on this project. Care should be taken to limit resumes to only those personnel and specialists who will have major project responsibilities. Each resume must include: (a) name of each key person and specialist and his or her title, (b) the project assignment or role which that person will be expected to fulfill in connection with this project, (c) the name of the firm or organization, if any, with whom that individual is presently associated, (d) years of relevant experience with present firm and other firms, (e) the highest academic degree achieved and the discipline covered (if more than one highest degree, such as two Ph.D.'s, list both), the year received and the particular technical/professional discipline which that individual will bring to the project, (f) if registered as an architect, engineer, surveyor, etc., show only the field of registration and the year that such registration was first acquired. If registered in several states, do not list states, and list a synopsis of experience, training, or other qualities which reflect individual's potential contribution to this project. Include such data as: familiarity with Government or agency procedures, similar type of work performed in the past, management abilities, familiarity with the geographic area, relevant foreign language capabilities, etc. Please limit synopsis of experience to directly relevant information.

9. List up to ten projects which demonstrate the firm's or joint venture's competence to perform work similar to that likely to be required on this project. The more recent such projects, the better. Prime consideration will be given to projects which illustrate respondent's capability for performing work similar to that being sought. Required information must include: (a) name and location of project, (b) brief description of type and extent of services provided for each project (admissions by joint ventures should indicate which member of the joint venture was the prime on that particular project and what role it played), (c) name and address of the owner of that project (if Government agency, indicate responsible office), and name and phone number of individual to contact for reference (preferably the project manager), (d) completion date (actual when available, otherwise estimated), (e) total construction cost of completed project for whose construction was involved, the approximate cost of your work) and that portion of the cost of the project for which the named firm was responsible.

10. List only those projects which the A-E firm or joint venture, or members of the joint venture, are currently performing under contract with an agency or department of the Federal Government. Exclude any grant or loan projects being financed by the Federal Government but being performed under contract to other non-Federal Governmental entities. Information provided under each heading is similar to that requested in the preceding item 9, except for (d) "Percent Complete." Indicate in this item the percentage of A-E work completed upon filing this form.

11. Through narrative discussion, show reasons why the firm or joint venture submitting this questionnaire believes it is especially qualified to undertake the project. Information provided should include, but not be limited to, such data as: specialized equipment available for this work, any awards or recognition received by a firm or individuals for similar work, required security clearances, special approaches or concepts developed by the firm relevant to this project, etc. Respondents may say anything they wish in support of their qualifications. When appropriate, respondents may supplement this proposal with graphic material and photographs which best demonstrate design capabilities of the team proposed for this project.

12. Completed forms should be signed by the chief executive officer of the joint venture (thoroughly attesting to the concurrence and commitment of all members of the joint venture), or by the architect-engineer principal responsible for the conduct of the work in the event it is awarded to the organization submitting this form. Joint ventures selected for subsequent discussions regarding this project must make available a statement of participation signed by a principal of each member of the joint venture. ALL INFORMATION CONTAINED IN THIS FORM SHOULD BE CURRENT AND FACTUAL.

**STANDARD
FORM (SF)
255**

Architect-Engineer
and Related Services
Questionnaire for
Specific Project

1. Project Name/Location for which Firm is Filing:

2a. Commerce Business
Daily Announcement
Date, if any:

2b. Agency Identification
Number, if any:

3. Firm (or Joint-Venture) Name & Address

3a. Name, Title & Telephone Number of Principal to Contact

3b. Address of office to perform work, if different from item 3

4. Personnel by Discipline: (List each person only once, by primary function.)
and In-house personnel on line (b).

(A) _____	(B) _____	(C) _____	(D) _____	(E) _____	(F) _____	(G) _____	(H) _____	(I) _____	(J) _____	(K) _____	(L) _____	(M) _____	(N) _____	(O) _____	(P) _____	(Q) _____	(R) _____	(S) _____	(T) _____	(U) _____	(V) _____	(W) _____	(X) _____	(Y) _____	(Z) _____	(aa) _____	(ab) _____	(ac) _____	(ad) _____	(ae) _____	(af) _____	(ag) _____	(ah) _____	(ai) _____	(aj) _____	(ak) _____	(al) _____	(am) _____	(an) _____	(ao) _____	(ap) _____	(aq) _____	(ar) _____	(as) _____	(at) _____	(au) _____	(av) _____	(aw) _____	(ax) _____	(ay) _____	(az) _____	(ba) _____	(bb) _____	(bc) _____	(bd) _____	(be) _____	(bf) _____	(bg) _____	(bh) _____	(bi) _____	(bj) _____	(bk) _____	(bl) _____	(bm) _____	(bn) _____	(bo) _____	(bp) _____	(bq) _____	(br) _____	(bs) _____	(bt) _____	(bu) _____	(bv) _____	(bv) _____	(bw) _____	(bx) _____	(by) _____	(bz) _____	(ca) _____	(cb) _____	(cc) _____	(cd) _____	(ce) _____	(cf) _____	(cf) _____	(cg) _____	(ch) _____	(ci) _____	(cj) _____	(ck) _____	(cl) _____	(cm) _____	(cn) _____	(co) _____	(cp) _____	(cq) _____	(cr) _____	(cs) _____	(ct) _____	(ct) _____	(cu) _____	(cv) _____	(cw) _____	(cx) _____	(cy) _____	(cz) _____	(da) _____	(db) _____	(dc) _____	(dd) _____	(de) _____	(de) _____	(df) _____	(dg) _____	(dh) _____	(di) _____	(dj) _____	(dk) _____	(dl) _____	(dm) _____	(dn) _____	(do) _____	(dp) _____	(dq) _____	(dr) _____	(ds) _____	(dt) _____	(dt) _____	(du) _____	(dv) _____	(dv) _____	(dw) _____	(dx) _____	(dy) _____	(dz) _____	(ea) _____	(eb) _____	(ec) _____	(ed) _____	(ee) _____	(ee) _____	(ef) _____	(ef) _____	(eg) _____	(eh) _____	(ei) _____	(ej) _____	(ek) _____	(el) _____	(em) _____	(en) _____	(eo) _____	(ep) _____	(eq) _____	(er) _____	(es) _____	(et) _____	(et) _____	(eu) _____	(ev) _____	(ev) _____	(ew) _____	(ex) _____	(ey) _____	(ez) _____	(fa) _____	(fb) _____	(fc) _____	(fd) _____	(fe) _____	(fe) _____	(ff) _____	(ff) _____	(fg) _____	(fh) _____	(fi) _____	(fj) _____	(fk) _____	(fl) _____	(fm) _____	(fn) _____	(fo) _____	(fp) _____	(fq) _____	(fr) _____	(fs) _____	(ft) _____	(ft) _____	(fu) _____	(fv) _____	(fv) _____	(fw) _____	(fx) _____	(fy) _____	(fz) _____	(ga) _____	(gb) _____	(gc) _____	(gd) _____	(ge) _____	(ge) _____	(gf) _____	(gf) _____	(gg) _____	(gh) _____	(gi) _____	(gj) _____	(gk) _____	(gl) _____	(gm) _____	(gn) _____	(go) _____	(gp) _____	(gq) _____	(gr) _____	(gs) _____	(gt) _____	(gt) _____	(gu) _____	(gv) _____	(gv) _____	(gw) _____	(gx) _____	(gy) _____	(gz) _____	(ha) _____	(hb) _____	(hc) _____	(hd) _____	(he) _____	(he) _____	(hf) _____	(hf) _____	(hg) _____	(hh) _____	(hi) _____	(hj) _____	(hk) _____	(hl) _____	(hm) _____	(hn) _____	(ho) _____	(hp) _____	(hq) _____	(hr) _____	(hs) _____	(ht) _____	(ht) _____	(hu) _____	(hv) _____	(hv) _____	(hw) _____	(hx) _____	(hy) _____	(hz) _____	(ia) _____	(ib) _____	(ic) _____	(id) _____	(ie) _____	(ie) _____	(if) _____	(if) _____	(ig) _____	(ih) _____	(ii) _____	(ij) _____	(ik) _____	(il) _____	(im) _____	(in) _____	(io) _____	(ip) _____	(iq) _____	(ir) _____	(is) _____	(it) _____	(it) _____	(iu) _____	(iv) _____	(iv) _____	(iw) _____	(ix) _____	(iy) _____	(iz) _____	(ja) _____	(jb) _____	(jc) _____	(jd) _____	(je) _____	(je) _____	(jf) _____	(jf) _____	(jg) _____	(jh) _____	(ji) _____	(jj) _____	(jk) _____	(jl) _____	(jm) _____	(jn) _____	(jo) _____	(jp) _____	(jq) _____	(jr) _____	(js) _____	(jt) _____	(jt) _____	(ju) _____	(jv) _____	(jv) _____	(jw) _____	(jx) _____	(jy) _____	(jz) _____	(ka) _____	(kb) _____	(kc) _____	(kd) _____	(ke) _____	(ke) _____	(kf) _____	(kf) _____	(kg) _____	(kh) _____	(ki) _____	(kj) _____	(kk) _____	(kl) _____	(km) _____	(kn) _____	(ko) _____	(kp) _____	(kq) _____	(kr) _____	(ks) _____	(kt) _____	(kt) _____	(ku) _____	(kv) _____	(kv) _____	(kw) _____	(kx) _____	(ky) _____	(kz) _____	(la) _____	(lb) _____	(lc) _____	(ld) _____	(le) _____	(le) _____	(lf) _____	(lf) _____	(lg) _____	(lh) _____	(li) _____	(lj) _____	(lk) _____	(ll) _____	(lm) _____	(ln) _____	(lo) _____	(lp) _____	(lq) _____	(lr) _____	(ls) _____	(lt) _____	(lt) _____	(lu) _____	(lv) _____	(lv) _____	(lw) _____	(lx) _____	(ly) _____	(lz) _____	(ma) _____	(mb) _____	(mc) _____	(md) _____	(me) _____	(me) _____	(mf) _____	(mf) _____	(mg) _____	(mh) _____	(mi) _____	(mj) _____	(mk) _____	(ml) _____	(mm) _____	(mn) _____	(mo) _____	(mp) _____	(mq) _____	(mr) _____	(ms) _____	(mt) _____	(mt) _____	(mu) _____	(mv) _____	(mv) _____	(mw) _____	(mx) _____	(my) _____	(mz) _____	(na) _____	(nb) _____	(nc) _____	(nd) _____	(ne) _____	(ne) _____	(nf) _____	(nf) _____	(ng) _____	(nh) _____	(ni) _____	(nj) _____	(nk) _____	(nl) _____	(nm) _____	(nn) _____	(no) _____	(np) _____	(nq) _____	(nr) _____	(ns) _____	(nt) _____	(nt) _____	(nu) _____	(nv) _____	(nv) _____	(nw) _____	(nx) _____	(ny) _____	(nz) _____	(oa) _____	(ob) _____	(oc) _____	(od) _____	(oe) _____	(oe) _____	(of) _____	(of) _____	(og) _____	(oh) _____	(oi) _____	(oj) _____	(ok) _____	(ol) _____	(om) _____	(on) _____	(oo) _____	(op) _____	(oq) _____	(or) _____	(os) _____	(ot) _____	(ot) _____	(ou) _____	(ov) _____	(ov) _____	(ow) _____	(ox) _____	(oy) _____	(oz) _____	(pa) _____	(pb) _____	(pc) _____	(pd) _____	(pe) _____	(pe) _____	(pf) _____	(pf) _____	(pg) _____	(ph) _____	(pi) _____	(pj) _____	(pk) _____	(pl) _____	(pm) _____	(pn) _____	(po) _____	(pp) _____	(pq) _____	(pr) _____	(ps) _____	(pt) _____	(pt) _____	(pu) _____	(pv) _____	(pv) _____	(pw) _____	(px) _____	(py) _____	(pz) _____	(qa) _____	(qb) _____	(qc) _____	(qd) _____	(qe) _____	(qe) _____	(qf) _____	(qf) _____	(qg) _____	(qh) _____	(qi) _____	(qj) _____	(qk) _____	(ql) _____	(qm) _____	(qn) _____	(qo) _____	(qp) _____	(qq) _____	(qr) _____	(qs) _____	(qt) _____	(qt) _____	(qu) _____	(qv) _____	(qv) _____	(qw) _____	(qx) _____	(qy) _____	(qz) _____	(ra) _____	(rb) _____	(rc) _____	(rd) _____	(re) _____	(re) _____	(rf) _____	(rf) _____	(rg) _____	(rh) _____	(ri) _____	(rj) _____	(rk) _____	(rl) _____	(rm) _____	(rn) _____	(ro) _____	(rp) _____	(rq) _____	(rr) _____	(rs) _____	(rt) _____	(rt) _____	(ru) _____	(rv) _____	(rv) _____	(rw) _____	(rx) _____	(ry) _____	(rz) _____	(sa) _____	(sb) _____	(sc) _____	(sd) _____	(se) _____	(se) _____	(sf) _____	(sf) _____	(sg) _____	(sh) _____	(si) _____	(sj) _____	(sk) _____	(sl) _____	(sm) _____	(sn) _____	(so) _____	(sp) _____	(sq) _____	(sr) _____	(st) _____	(st) _____	(su) _____	(sv) _____	(sv) _____	(sw) _____	(sx) _____	(sy) _____	(sz) _____	(ta) _____	(tb) _____	(tc) _____	(td) _____	(te) _____	(te) _____	(tf) _____	(tf) _____	(tg) _____	(th) _____	(ti) _____	(tj) _____	(tk) _____	(tl) _____	(tm) _____	(tn) _____	(to) _____	(tp) _____	(tq) _____	(tr) _____	(ts) _____	(tt) _____	(tt) _____	(tu) _____	(tv) _____	(tv) _____	(tw) _____	(tx) _____	(ty) _____	(tz) _____	(ua) _____	(ub) _____	(uc) _____	(ud) _____	(ue) _____	(ue) _____	(uf) _____	(uf) _____	(ug) _____	(uh) _____	(ui) _____	(uj) _____	(uk) _____	(ul) _____	(um) _____	(un) _____	(uo) _____	(up) _____	(uq) _____	(ur) _____	(us) _____	(ut) _____	(ut) _____	(uu) _____	(uv) _____	(uv) _____	(uw) _____	(ux) _____	(uy) _____	(uz) _____	(va) _____	(vb) _____	(vc) _____	(vd) _____	(ve) _____	(ve) _____	(vf) _____	(vf) _____	(vg) _____	(vh) _____	(vi) _____	(vj) _____	(vk) _____	(vl) _____	(vm) _____	(vn) _____	(vo) _____	(vp) _____	(vq) _____	(vr) _____	(vs) _____	(vt) _____	(vt) _____	(vu) _____	(vv) _____	(vv) _____	(vw) _____	(vx) _____	(vy) _____	(vz) _____	(wa) _____	(wb) _____	(wc) _____	(wd) _____	(we) _____	(we) _____	(wf) _____	(wf) _____	(wg) _____	(wh) _____	(wi) _____	(wj) _____	(wk) _____	(wl) _____	(wm) _____	(wn) _____	(wo) _____	(wp) _____	(wq) _____	(wr) _____	(ws) _____	(wt) _____	(wt) _____	(wu) _____	(wv) _____	(wv) _____	(wz) _____	(xa) _____	(xb) _____	(xc) _____	(xd) _____	(xe) _____	(xe) _____	(xf) _____	(xf) _____	(xg) _____	(xh) _____	(xi) _____	(xj) _____	(xk) _____	(xl) _____	(xm) _____	(xn) _____	(xo) _____	(xp) _____	(xq) _____	(xr) _____	(xs) _____	(xt) _____	(xt) _____	(xu) _____	(xv) _____	(xv) _____	(xz) _____	(ya) _____	(yb) _____	(yc) _____	(yd) _____	(ye) _____	(ye) _____	(yf) _____	(yf) _____	(yg) _____	(yh) _____	(yi) _____	(yj) _____	(yk) _____	(yl) _____	(ym) _____	(yn) _____	(yo) _____	(yp) _____	(yq) _____	(yr) _____	(ys) _____	(yt) _____	(yt) _____	(yu) _____	(yv) _____	(yv) _____	(yz) _____	(za) _____	(zb) _____	(zc) _____	(zd) _____	(ze) _____	(ze) _____	(zf) _____	(zf) _____	(zg) _____	(zh) _____	(zi) _____	(zj) _____	(zk) _____	(zl) _____	(zm) _____	(zn) _____	(zo) _____	(zp) _____	(zq) _____	(zr) _____	(zs) _____	(zt) _____	(zt) _____	(zu) _____	(zv) _____	(zv) _____	(zz) _____
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5. If submittal is by JOINT VENTURE list participating firms and outline specific areas of responsibility (including administrative, technical and financial) for each firm. (Attach SF 254 for each if not on file with Procuring Office.)

5a. Has this Joint-Venture previously worked together? Yes No

6. If respondent is not a joint-venture, list outside key Consultants/Associates anticipated for this project (Attach SF 254 for Consultants/Associates listed, if not already on file with the Contracting Office).

Name & Address	Specialty	Worked with Prime before (Yes or No)
1)		
2)		
3)		
4)		
5)		
6)		
7)		
8)		

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.

<p>a. Name & Title:</p>	<p>a. Name & Title:</p>
<p>b. Project Assignment:</p>	<p>b. Project Assignment:</p>
<p>c. Name of Firm with which associated:</p>	<p>c. Name of Firm with which associated:</p>
<p>d. Years experience: With This Firm..... With Other Firms.....</p>	<p>d. Years experience: With This Firm..... With Other Firms.....</p>
<p>e. Education: Degree(s)/Year/Specialization</p>	<p>e. Education: Degree(s)/Year/Specialization</p>
<p>f. Active Registration: Year First Registered/Discipline</p>	<p>f. Active Registration: Year First Registered/Discipline</p>
<p>g. Other Experience and Qualifications relevant to the proposed project:</p>	<p>g. Other Experience and Qualifications relevant to the proposed project:</p>

<p>7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.</p>	
<p>a. Name & Title:</p>	<p>a. Name & Title:</p>
<p>b. Project Assignment:</p>	<p>b. Project Assignment:</p>
<p>c. Name of Firm with which associated:</p>	<p>c. Name of Firm with which associated:</p>
<p>d. Years experience: With This Firm..... With Other Firms.....</p>	<p>d. Years experience: With This Firm..... With Other Firms.....</p>
<p>e. Education: Degree(s)/Year/Specialization</p>	<p>e. Education: Degree(s)/Year/Specialization</p>
<p>f. Active Registration: Year First Registered/Discipline</p>	<p>f. Active Registration: Year First Registered/Discipline</p>
<p>g. Other Experience and Qualifications relevant to the proposed project:</p>	<p>g. Other Experience and Qualifications relevant to the proposed project:</p>

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.

<p>a. Name & Title:</p>	<p>a. Name & Title:</p>
<p>b. Project Assignment:</p>	<p>b. Project Assignment:</p>
<p>c. Name of Firm with which associated:</p>	<p>c. Name of Firm with which associated:</p>
<p>d. Years experience: With This Firm..... With Other Firms.....</p> <p>e. Education: Degree(s)/Year/Specialization</p>	<p>d. Years experience: With This Firm..... With Other Firms.....</p> <p>e. Education: Degree(s)/Year/Specialization</p>
<p>f. Active Registration: Year First Registered/Discipline</p>	<p>f. Active Registration: Year First Registered/Discipline</p>
<p>g. Other Experience and Qualifications relevant to the proposed project:</p>	<p>g. Other Experience and Qualifications relevant to the proposed project:</p>

<p>7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.</p>	
<p>a. Name & Title:</p>	<p>a. Name & Title:</p>
<p>b. Project Assignment:</p>	<p>b. Project Assignment:</p>
<p>c. Name of Firm with which associated:</p>	<p>c. Name of Firm with which associated:</p>
<p>d. Years experience: With This Firm..... With Other Firms.....</p>	<p>d. Years experience: With This Firm..... With Other Firms.....</p>
<p>e. Education: Degree(s)/Year/Specialization</p>	<p>e. Education: Degree(s)/Year/Specialization</p>
<p>f. Active Registration: Year First Registered/Discipline</p>	<p>f. Active Registration: Year First Registered/Discipline</p>
<p>g. Other Experience and Qualifications relevant to the proposed project:</p>	<p>g. Other Experience and Qualifications relevant to the proposed project:</p>

6. Work by firms or joint-venture members which best illustrates current qualifications relevant to this project (list not more than 10 projects).				
a. Project Name & Location	b. Nature of Firm's Responsibility	c. Project Owner's Name & Address and Project Manager's Name & Phone Number	d. Completion Date (actual or estimated)	e. Estimated Cost (in Thousands)
				Entire Project
				Work For Which Firm Was/is Responsible
(1)				
(2)				
(3)				
(4)				
(5)				
(6)				
(7)				
(8)				
(9)				
(10)				

10. Use this space to provide any additional information or description of resources (including any computer design capabilities) supporting your firm's qualifications for the proposed project.

Agency Head (or head of Agency)
Name of Agency
Address of Agency
City, State, Zip Code
Re: Freedom of Information Act Request

Dear _____

This is a request under the Freedom of Information Act for a copy of the following document(s) and/or information: _____

[Insert a suitable description of the request and the purpose of the request here.]

[Optional] I am enclosing a check for the amount of \$_____ to cover the cost of the request.

[Optional] I request a waiver of all fees for this request. Disclosure of the information to me is in the public interest because it is likely to contribute significantly to public understanding of the operations or activities of the government and not primarily in my commercial interest. [Include specific explanation.]

Thank you for your consideration of this request.

Name _____
Address _____
City, State, Zip Code _____
Telephone Number (Area Code) _____

Date: _____

11. The foregoing is a statement of facts.

Signature: _____
Typed Name and Title: _____

Sample FOIA Request Letter

Agency Head *[or Freedom of Information Act Officer]*

Name of Agency

Address of Agency

City, State, Zip Code

Re: Freedom of Information Act Request.

Dear _____:

This is a request under the Freedom of Information Act.

I request that a copy of the following documents *[or documents containing the following information]* be provided to me: *[identify the documents or information as specifically as possible]*.

In order to help to determine my status to assess fees, you should know that I am *[insert a suitable description of the requester and the purpose of the request. Sample requester descriptions:*

a representative of the news media affiliated with the _____ newspaper (magazine, television station, etc.), and this request is made as part of news gathering and not for a commercial use.

affiliated with an educational or noncommercial scientific institution, and this request is made for a scholarly or scientific purpose and not for a commercial use.

an individual seeking information for personal use and not for a commercial use.

affiliated with a private corporation and am seeking information for use in the company's business.]

[Optional] I am willing to pay fees for this request up to a maximum of \$_____. If you estimate that the fees will exceed this limit, please inform me first.

[Optional] I request a waiver of all fees for this request. Disclosure of the requested information to me is in the public interest because it is likely to contribute significantly to public understanding of the operations or activities of the government and is not primarily in my commercial interest. *[Include a specific explanation.]*

Thank you for your consideration of this request.

Sincerely,

Name

Address

City, State, Zip Code

Telephone Number *[Optional]*

Sample FOIA Appeal Letter

Agency Head *[or Appeal Officer]*
Name of Agency
Address of Agency
City, State, Zip Code
Re: Freedom of Information Act Appeal.

Dear _____:

This is an appeal under the Freedom of Information Act.

On *[date]*, I requested documents under the Freedom of Information Act. My request was assigned the following identification number _____. On *[date]*, I received a response to my request in a letter signed by *[name of official]*. I appeal the denial of my request.

[Optional] The documents that were withheld must be disclosed under the FOIA because. . . .

[Optional] I appeal the decision to deny my request for a waiver of fees. I believe that I am entitled to a waiver of fees. Disclosure of the documents I requested is in the public interest because the information is likely to contribute significantly to public understanding of the operation or activities of government and is not primarily in my commercial interest. *[Provide details]*

[Optional] I appeal the decision to require me to pay review costs for this request. I am not seeking the documents for a commercial use. *[Provide details]*

[Optional] I appeal the decision to require me to pay search charges for this request. I am a reporter seeking information as part of news gathering and not for commercial use.

Thank you for your consideration of this request.

Sincerely,

Name
Address
City, State, Zip Code
Telephone Number *[Optional]*

APPENDIX C

United States Associations

American Association of Cost Engineers. (1956)

209 Prairie Avenue, P.O. Box 1557, Morgantown, WV 26507-1557. Telephone: (304) 296-8444; Fax: (304) 291-5728.

A professional society of individuals in cost estimating, cost control, planning and scheduling, project management, and profitability. Membership: \$80/year.

Publications: *Cost Engineering; Cost Engineers Notebook; Directory; Transactions.*

American Subcontractors Association. (1966)

1004 Duke Street, Alexandria, VA 22314-3512. Telephone: (703) 684-3450; Fax: (703) 836-3482.

ASA is a trade association representing 8,000 subcontractors and specialty contractors in the construction industry. Membership: \$150/year.

Publications: *The Subcontractor Magazine; Top Priority.*

Associated Builders and Contractors. (1950)

1300 North 17th Street, Rosslyn, VA 22209. Telephone: (703) 812-2045.

ABC members are merit shop construction companies. Membership fee varies by volume and is collected at chapter level.

Publications: *ABC Today; National Membership Directory.*

Associated Construction Publications. (1938)

16227 West Ryerson, New Berlin, WI 53151. Telephone: (414) 782-0960; Fax: (414) 782-3028.

14 regional construction publications.

Associated General Contractors of America. (1918)

1957 E Street, N.W., Washington, D.C. 20006-5199. Telephone: (202) 393-2040;
Fax: (202) 347-4004.

AGC members are contracting firms constructing commercial buildings, highways, industrial complexes, and municipal-utilities and heavy-engineering facilities.

Publications: CONSTRUCTOR (see list of resources); *National Newsletter; Directory and Buyers Guide.*

Construction Financial Management Association. (1981)

Members are financial managers in the construction industry. Membership: \$150/year.

Publications: *CFMA Building Profits; Financial Management Accounting for the Construction Industry; Annual Financial Survey Report; THE SOURCE Directory.*

Contract Services Association of America. (1965)

1200 G Street, N.W., Suite 750, Washington, D.C. 20005. Telephone: (202) 347-0600; Fax: (202) 347-0608.

Members perform technical and support services for federal, state, and local governments. Membership: \$300-16,000/year (company, based on gross revenue).

Publications: *Service Scope; News Update; Maintenance Contracting Initiative; Quarterly Report.*

National Association of Dredging Contractors. (1935)

1733 King Street, Suite 300, Alexandria, VA 22314-2720. Telephone: (703) 548-8300; Fax: (703) 548-0421.

Formerly (1975) National Association of River and Harbor Contractors. Membership: Varies according to volume.

National Association of Minority Contractors. (1969)

1333 F Street, N.W., Suite 500, Washington, D.C. 20004. Telephone: (202) 347-8259; Fax: (202) 628-1876.

Membership consists of, but is not limited to general contractors, subcontractors and construction managers. Regular Membership: \$250/year.

PUBLICATION: *Building Concerns.*

National Environmental Balancing Bureau. (1971)

1385 Piccard Drive, Rockville, MD 20850-4340. Telephone: (301) 977-3698; Fax: (301) 977-9589.

Co-sponsored by the Mechanical Contractors Association of America and the Sheet Metal and Air Conditioning Contractors National Association to upgrade and maintain uniform standards for the testing, adjusting, and balancing of environmental systems. Membership: According to volume.

Publication: *The Balance Sheet Newsletter.*

Subcontractors Trade Association. (1966)

570 Seventh Avenue, Suite 1100, New York, NY 10018. Telephone: (212) 682-8055; Fax: (212) 867-9859.

Members are specialty and supply companies in the construction industry. Membership fee: \$625/year.

Publication: *Subcontractor News.*

The following publications are all available from the U.S. Government Printing Office (GPO), Superintendent of Documents, Washington, D.C. 20407-9128. Telephone: (202) 783-3338, Fax: (202) 512-2233.

Code of Federal Regulations (CFR).

This publication codifies the general and permanent rules published in the *Federal Register* by the executive departments and agencies of the federal government. The code is divided into 50 titles which represent broad areas subject to federal regulation. Each title is divided into chapters which usually bear the name of the issuing agency. Each chapter is further divided into parts covering specific regulatory areas. Annual subscription cost: \$775.

Commerce Business Daily (CBD).

This publication lists contract solicitations from all U.S. federal agencies. Annual subscription costs for the paper version: \$275/year via second-class mail, \$329/year via first-class mail. The CBD is also available on-line from the Canadian Government Trade Office in Philadelphia, which also offers weekly summaries of DoD and GSA solicitations, U.S. government contract awards in excess of \$1 million, sales and manufacturing data on U.S. suppliers, and more. The charge for CBD, price contractor and DoD procurement history information is \$1 per minute of connection time; all other access is free. Interested firms should inquire about the Contractor Information Service (CIS) by calling (215) 667-8210.

APPENDIX D

Publications

RESOURCES FROM THE UNITED STATES GOVERNMENT PRINTING OFFICE

The following publications are all available from the U.S. Government Printing Office (GPO), Superintendent of Documents, Washington, D.C. 20402-9328. Telephone: (202) 783-3238; Fax: (202) 512-2233.

Code of Federal Regulations (CFR).

This publication codifies the general and permanent rules published in the *Federal Register* by the executive departments and agencies of the federal government. The code is divided into 50 titles which represent broad areas subject to federal regulation. Each title is divided into chapters which usually bear the name of the issuing agency. Each chapter is further divided into parts covering specific regulatory areas. Annual subscription cost: \$775.

Commerce Business Daily (CBD).

This publication lists contract solicitations from all U.S. federal agencies. Annual subscription costs for the paper version: \$275 sent via second-class mail; \$324 sent via first-class mail. The CBD is also available on-line from the Canadian Government Trade Office in Philadelphia, which also offers weekly summaries of DoD and GSA solicitations, U.S. government contract awards in excess of \$1 million, sales and manufacturing data on U.S. suppliers, and more. The charge for CBD, prime contractor and DoD procurement history information is \$1 per minute of connection time; all other uses are free. Interested firms should inquire about the Contractor Information Service (CIS) by calling (215) 667-8210.

Defense Contract Audit Manual.

This manual details what one needs to know about defense contracts work, including audit standards, policies, and procedures. Annual subscription price: \$25.

The Federal Register.

This daily publication provides updates on new federal regulations and changes to existing regulations. Annual subscription price: \$415.

Selling to the Military.

This handbook is an introduction to contracting with agencies of the U.S. Department of Defense (DoD). Especially useful to firms that have not previously had government contracts, it provides lists of products and services, keyed to particular major buying offices and provides a geographically arranged list of all DoD buying offices. Price: \$8.50.

Subcontracting Opportunities with DoD Major Prime Contractors.

This publication addresses the defense subcontracting opportunities market, providing the names and addresses of DoD prime contractors and the names and telephone numbers of Small Business Liaison Officers (SBLOs), who are contractor employees responsible for the success of subcontracting programs at various plant sites. Price: \$10.

**RESOURCES FROM THE UNITED STATES
ARMY CORPS OF ENGINEERS*****Alternative Dispute Resolution Series.***

The Alternative Dispute Resolution Series is a series of free pamphlets, case studies, and working papers published by the Army Corps of Engineers describing applications of Alternative Dispute Resolution (ADR). For information, contact Dr. Jerome Delli Priscoli, Institute for Water Resources, Casey Building, Ft. Belvoir, VA 22060-5586. Telephone: (703) 355-2372; Fax (703) 355-3171.

Alternative Dispute Resolution: An Agency Program, by Frank Carr, Chief Trial Attorney and Chief Labor Counselor, U.S. Army Corps of Engineers. Published in the *Boards of Contract Appeals Bar Association Quarterly Magazine*, Vol. 1, No. 2, Winter 1990. This article outlines Alternative Dispute Resolution (ADR) in Army Corps of Engineers contract claims. The article is available free of charge from The Office of the Chief Counsel, U.S. Army Corps of Engineers, Casimir Pulaski Building, 20 Massachusetts Avenue, N.W., Washington, D.C. 20314. Telephone: (202) 272-0033.

Architect-Engineer Contracts: How to Obtain Consideration for Architect-Engineer Contracts with the U.S. Army Corps of Engineers.

This brochure describes Army Corps of Engineers policies and procedures for the procurement of Architect-Engineer services. Lists districts and maps geographical responsibility. Available from the Public Affairs Office, U.S. Army Corps of Engineers, Casimir Pulaski Building, 20 Massachusetts Avenue, N.W., Washington, D.C. 20314. Telephone: (202) 272-0011.

Automated Management and Progress Reporting System (AMPRS).

These quarterly reports list the dollar values and progress of Corps design/construction programs. The lists are used for internal scheduling and performance evaluations, but do not reflect commitments to contract out work. Annual subscription: \$100, plus \$30 for each quarterly report. Copies may be obtained by sending a check payable to the Corps' finance and accounting branch to: Department of the Army, HQ, U.S. Army Corps of Engineers, ATTN: CEMP-MP (AMPRS), Washington, D.C., 20314-1000.

Bidder's Mailing List Application.

These booklets are specific to each Army Corps district office and describe the process for getting on their bidder's mailing list. Available free of charge from Army Corps of Engineers district offices. See page 3-4 for a listing of the Army Corps district offices with addresses and phone numbers.

Civil Works Budget Request for the U.S. Army Corps of Engineers for Fiscal Year 1994.

This report presents the President's Fiscal Year (FY) 1994 Budget and the FY 1994 portion of the long-term investment in infrastructure for the Civil Works Program of the Army Corps of Engineers. It is available free of charge from The Department of the Army, Office of the Assistant Secretary for Civil Works, Washington, D.C. 20310-0108. For more information call the Programs Division of the Directorate of Civil Works, Army Corps of Engineers at (202) 272-8577.

Construction Contracts: How to Obtain Construction Contracts with the U.S. Army Corps of Engineers.

This brochure describes the procedures a contractor should follow to obtain a construction contract with the Corps of Engineers, and includes a list of Corps of Engineers district offices and maps geographic areas of responsibility. Available from the Public Affairs Office, U.S. Army Corps of Engineers, Casimir Pulaski Building, 20 Massachusetts Avenue, N.W., Washington, D.C. 20314. Telephone: (202) 272-0011.

Engineer Update.

This newsletter is an unofficial publication published monthly by the Army Corps of Engineers reporting Corps news and events. Subscriptions are available free of charge, but must be requested in writing. Mail address to Editor, Engineer Update, CEPA-C, Washington, D.C.

RESOURCES FROM PRIVATE PUBLISHERS

Architectural Record.

A magazine covering news in the U.S. architecture industry. Annual subscription price: \$54. Available from McGraw-Hill, P.O. Box 516, Hightstown, New Jersey, 08520. Telephone: (800) 525-5003.

CONSTRUCTOR: Construction's Management Magazine. ISSN 0162-6191.

CONSTRUCTOR, published monthly by the AGC, reports construction industry news and articles on best management practices for contracting with the U.S. federal government. For more information, contact Stuart Binstock, The Associated General Contractors of America, 1957 E Street, N.W., Washington, D.C. 20006-5199. Telephone: (202) 393-2040; Fax: (202) 347-4004. *CONSTRUCTOR* costs \$15/12 issues for members of AGC, \$36/11 issues (no July directory) for non-members, and \$100/12 issues (includes July directory) for non-members.

Dodge Reports.

Daily lists of construction jobs in areas the customer selects. Available in loose-leaf, microfilm, or on-line versions; prices vary. Available from McGraw-Hill, F.W. Dodge Division, P.O. Box 689, Hightstown, New Jersey 08520. Telephone: (800) 325-2030.

Engineering News Record.

A magazine covering news in the U.S. construction industry. Annual subscription price: \$69. Available from McGraw-Hill, P.O. Box 689, Hightstown, New Jersey 08520. Telephone: (800) 325-2030.

Federal Prime Contracts on CD-ROM.

This software allows you to access the U.S. federal government's entire contracts database on your computer. Annual subscription cost: \$2,495. Available from Eagle Eye Publishers, Inc., 115 Park Street, S.E., Suite 300, Vienna, Virginia 22180. Telephone: (703) 242-4201; Fax: (703) 242-4202.

Federal Regional Yellow Book.

Published semiannually, this reference includes in-depth coverage of over 18,000 decision makers at U.S. federal government departments, agencies, courts, military installations, and service academies located outside of Washington, D.C. Available from Monitor Publishing Company, 104 Fifth Avenue, 2nd Floor, New York, NY 10011. Telephone: (212) 627-4140; Fax (212) 645-0931. Price: \$165.

Federal Yellow Book.

This quarterly reference book lists over 35,000 top-level decision makers in the White House, the Executive Office of the President, and in the U.S. federal departments and agencies, with telephone numbers, titles, and mailing addresses. Available from Monitor Publishing Company, 104 Fifth Avenue, 2nd Floor, New York, NY 10011. Telephone: (212) 627-4140; Fax (212) 645-0931. Price: \$225.

NCA Newsletter.

This quarterly newsletter covers news and issues related to the construction industry. Contact National Constructors Association, 1730 M Street N.W., Suite 900, Washington, D.C. 20036-4571. Telephone: (202) 466-8880.

NTPA '93: National Trade and Professional Associations of the United States.

This directory lists about 7,300 national trade associations, labor unions, professional, scientific, or technical societies. Published by Columbia Books, Inc., 1212 New York Avenue, Suite 330, Washington, D.C. 20005. Telephone: (202) 898-0662. Price: \$65.

Partnering: A Concept for Success.

This booklet identifies partnering as a way to develop a win/win attitude among all players in construction contracts to foster quality and cost effective construction and to avoid litigation. Available from The Associated General Contractors of America (AGC), 1957 E Street, N.W., Washington, D.C. 20006. Telephone: (202) 393-2040.

Publications & Services Catalog; Standard Contract Documents; Construction Education & Training; Labor Relations & Personnel Management; Construction Safety; AGC Emblems.

A series of catalogs containing the complete range of construction training materials offered by the AGC including seminars, publications, and videos. Contact AGC of America, 1957 E Street N.W., Washington, D.C. 20006-5199. Telephone (202) 393-2040.

RESOURCES FROM HOLBROOK & KELLOGG***The Complete Protest Desk Guide.***

This guide tells you what grounds for protests commonly win, what are sure to lose, and what to consider when doing a cost-benefit analysis of whether to protest. Published by Holbrook & Kellogg, 1964 Gallows Road, Suite 200, Vienna, VA 22182. Telephone: (703) 506-0600; Fax: (703) 506-1948. Price: \$139 (including one year of the quarterly newsletter, *Protest Report*). Subscriptions to *Protest Report*: \$47/year.

Consolidated Armed Services Pricing Manual.

This manual provides basic guidance for analysis and negotiation of contract prices. Available from Holbrook & Kellogg, 1964 Gallows Road, Suite 200, Vienna, VA 22182. Telephone: (703) 506-0600; Fax: (703) 506-1948. Price: \$89.

Defense Federal Acquisition Regulation Supplement (DFARS).

This reference is the supplement to the FAR for Department of Defense (DoD) acquisition. Fully collated and up-to-date, Holbrook & Kellogg's DFARS requires no filing before you can use the book and includes one year of updates. Available from Holbrook & Kellogg, 1964 Gallows Road, Suite 200, Vienna, VA, 22182. Telephone: (703) 506-0600; Fax (703) 506-1948. Price: \$349/year.

The Drug-Free Workplace Program.

Contractors with a government contract over \$25,000 must comply with the Drug-Free Workplace regulations. This program contains everything you need to bring your organization into compliance with the requirements of Public Law 100-690, The Drug-Free Workplace Act. Published by Holbrook & Kellogg, 1964 Gallows Road, Suite 200, Vienna, VA 22182. Telephone: (703) 506-0600; Fax: (703) 506-1948. Price: \$98. Additional handbooks: \$5 each.

Federal Acquisition Regulation (FAR).

The indispensable reference for U.S. federal contracting, the FAR is the primary regulation for all U.S. federal executive agencies. Fully collated and up-to-date, Holbrook & Kellogg's FAR requires no filing before you can use the book and includes one year of updates. Available from Holbrook & Kellogg, 1964 Gallows Road, Suite 200, Vienna, VA, 22182. Telephone: (703) 506-0600; Fax (703) 506-1948. Price: \$297/year.

Getting Information from the Federal Government.

This book will guide you through the maze of requirements for locating and retrieving information from U.S. federal agencies, including texts of the Freedom of Information Act (FOIA) and the Privacy Act, an examination of the appeals process, and contact names, addresses, and phone numbers of FOIA offices. Published by Holbrook & Kellogg, 1964 Gallows Road, Suite 200, Vienna, VA 22182. Telephone: (703) 506-0600; Fax: (703) 506-1948. Price: \$87.

Source Selection: A Seller's Perspective, 2nd Edition,

by Don Edmunds.

A nationally recognized spokesman with more than 30 years in contracting, Don Edmunds demonstrates step-by-step how to turn a RFP into a winning proposal. Published by Holbrook & Kellogg, 1964 Gallows Road, Suite 200, Vienna, VA 22182. Telephone: (703) 506-0600; Fax: (703) 506-1948. Price: \$69.

A User's Guide to Federal Architect-Engineer Contracts,

by James B. Goodowens.

This text explores the process of selecting architect-engineer firms to perform design services for the government. It explains all facets of an architect-engineer contract from beginning to end. Available from Holbrook & Kellogg, 1964 Gallows Road, Suite 200, Vienna, VA 22182. Telephone (703) 506-0600; Fax (703) 506-1948. Price: \$126.

Winning Negotiations in Federal Contracting,

by Terrence M. O'Connor, Esq.

This book teaches practical negotiating strategies and techniques and shows you how to understand both government and contractor perspectives and use your knowledge to strategic advantage. Published by Holbrook & Kellogg, 1964 Gallows Road, Suite 200, Vienna, VA 22182. Telephone: (703) 506-0600; Fax: (703) 506-1948. Price: \$83.

Writing and Managing Winning Technical Proposals,

by Timothy Whalen.

This book describes in detail how to write effective proposals. Published by Holbrook & Kellogg, 1964 Gallows Road, Suite 200, Vienna, VA 22182. Telephone: (703) 506-0600; Fax: (703) 506-1948. Price: \$69.

RESOURCES FROM THE DEPARTMENT OF FOREIGN AFFAIRS AND INTERNATIONAL TRADE

The following publication are available from Department of Foreign Affairs and International Trade, (Ottawa). Telephone: (613) 944-9440 or (800) 267-8376; Fax: (613) 996-9709.

Canada-U.S. Free Trade Agreement.

This legislation requires that Canadian and American architectural and engineering service providers are accorded easy access to each other's markets.

North American Agreement on Environmental Co-operation and North American Agreement on Labour Co-operation: Background Information.

This free report combines press releases, ministerial statements, trilateral summaries, and highlights of the labor and environmental agreements to explain the side agreements to the North American Free Trade Agreement (NAFTA).

Accessing the U.S. Defense Market.

Publication available from Foreign Affairs and International Trade Canada by telephone, (613) 944-9440, and from Canadian Government Trade Offices in the U.S.

The following publications, produced by the Canadian Embassy in Washington, D.C., are available from the Department of Foreign Affairs and International Trade, Canada, U.S. Trade Division (UTO). Telephone: (613) 944-9440; Fax: (613) 944-9119.

Understanding Your Solicitation Document: A Guide for Canadian Firms Selling to the U.S. Federal Government.

This booklet outlines basic contract clauses and related laws and regulations that are referenced in most solicitations, highlights questions Canadian firms may need to answer differently from their U.S. competitors, and identifies clauses and requirements that need special attention if a bid is to be considered at all.

The U.S. Federal Market for Architectural & Engineering Services: Market Profile.

This article outlines a broad spectrum of opportunities for contracting with the U.S. federal government for architect-engineer services and includes appendices on sources of information, business service center phone numbers and addresses, and association and environmental consulting information.

Your Introduction to the U.S. Public Sector Market.

Provides highlights of the U.S. federal government acquisition process from the Canadian point of view.

RESOURCES AVAILABLE FROM THE U.S. GOVERNMENT

Bid Protest at GAO: A Descriptive Guide.

Addresses how to protest a contract or bid award. Available from the Office of the Comptroller General, General Accounting Office, 700 4th Street, N.W., Room 1000, Washington, D.C.

Customer Services Information Manual.

Provides information on how to requisition military specifications, standards, and other publications and forms. It is available from the Naval Publications and Forms Center, 5801 Tabor Avenue, Philadelphia, PA 19120-5099. Stock #NPFC-P-4400/11.

DoD Architect-Engineer Selection Procedures.

Discusses the policies and procedures governing the selection of architect-engineers for award of contracts with DoD. It is available from the Army Corps of Engineers District Offices and the U.S. Navy Facilities Engineering Command Offices (see Chapter 3).

Forecast of GSA Contracting Opportunities.

This free, annual publication lists architect-engineer contracting opportunities within the U.S. federal government. Available from the General Services Administration, Business Service Center, 7th and D Streets, S.W., Room 1050, Washington, D.C. 20407. Telephone: (202) 708-5804.

Guidance on the Use of Alternative Dispute Resolution for Litigation in the Federal Courts.

This report gives guidance on implementing the Alternative Dispute Resolution (ADR) component of the President's Civil Justice Reform plan throughout the U.S. federal government. Available free of charge from Col. Chuck Beardall, Civil Division, Justice Department, 10th Street & Constitution Avenue, Room 3140, Washington, D.C. 20530. Telephone: (202) 514-3886.

Recovery Times.

A free newsletter, published by the Federal Emergency Management Agency (FEMA) and the U.S. Department of Agriculture (USDA), reporting U.S. disaster relief, clean-up, and construction in areas that have been hit by disasters. To order, contact *Recovery Times*, FEMA, 500 C Street, S.W., Washington, D.C. 20472. Telephone: (202) 646-4019.

APPENDIX E

A Quick Guide to the FAR and DFARS

THE FEDERAL ACQUISITION REGULATION (FAR)

The Federal Acquisition Regulation (FAR) is the bible of U.S. federal government contracting. It is published in two volumes with additional agency supplements. Anyone involved in the U.S. federal procurement process should have a copy of the FAR.

The Federal Acquisition Regulations System consists of the Federal Acquisition Regulation (FAR), which is the primary document, and agency acquisition regulations that implement or supplement the FAR. The FAR is prepared, issued, and maintained, and the FAR system is prescribed jointly by the Secretary of Defense, the Administrator of General Services, and the Administrator, National Aeronautics and Space Administration, under their respective statutory authorities.

The FAR is published in (1) the daily issue of the Federal Register, (2) cumulated form in the Code of Federal Regulations (CFR), and (3) a separate loose-leaf edition. The FAR is issued as Chapter 1 of Title 48 of the Code of Federal Regulations (CFR). Subsequent chapters are reserved for agency acquisition regulations that implement or supplement the FAR.

The FAR is divided into 53 parts. We have quoted the "scope" of each of the most important parts for Canadian construction firms below.

Part 19—Small and Small Disadvantaged Business Concerns

(a) This part implements the acquisition-related sections of the Small Business Act (15 U.S.C. 631, et seq.), applicable sections of the Armed Services Procurement Act (10 U.S.C. 2301, et seq.), the Federal Property and Administrative Services Act (41 U.S.C. 252), and Executive Order 12138, May 18, 1979. It covers—

(1) The determination that a concern is eligible for participation in the programs identified in this part;

(2) The respective roles of executive agencies and the Small Business Administration (SBA) in implementing the programs;

(3) Setting acquisitions aside for exclusive competitive participation by small business concerns;

(4) The certificate of competency program;

(5) The subcontracting assistance program;

(6) The "8(a)" program, under which agencies contract with the SBA for goods or services to be furnished under a subcontract by a small disadvantaged business concern; and

(7) The use of women-owned small business concerns.

(b) This part applies only inside the United States, its territories and possessions, Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia.

Part 22—Application of Labor Laws to Government Acquisitions

This part—

(a) Deals with general policies regarding contractor labor relations as they pertain to the acquisition process;

(b) Prescribes contracting policy and procedures for implementing pertinent labor laws; and

(c) Prescribes contract clauses with respect to each pertinent labor law.

Part 23—Environment, Conservation, Occupational Safety, and Drug-Free Workplace

This part prescribes acquisition policies and procedures supporting the U.S. government's program for ensuring a drug-free workplace and for protecting and improving the quality of the environment through pollution control, energy conservation, identification of hazardous material, and use of recovered materials.

Part 25—Foreign Acquisition

Except as provided in agency regulations, this part provides policies and procedures to implement the Buy American Act, the Balance of Payments Program, purchases under the Trade Agreements Act of 1979, and other laws and regulations that pertain to acquiring foreign supplies, services, and construction materials. This part also provides policies and procedures for the application to foreign acquisitions of international agreements, customs and duties, the clause at 52.215-1, Examination of Records by Comptroller General, and use of local currency for payment.

Part 28—Bonds and Insurance

This part prescribes requirements for obtaining financial protection against damages under sealed bid and negotiated contracts. It covers bid guarantees, bonds, sureties, and insurance. The terms "bid" and "bidders" include "proposal" and "offerors."

Part 31—Contract Cost Principles and Procedures

This part contains cost principles and procedures for (a) the pricing of contracts, subcontracts, and modifications to contract and subcontracts whenever cost analysis is performed (see [FAR part] 15.805-3) and (b) the determination, negotiation, or allowance of costs when required by a contract clause.

Part 36—Construction and Architect-Engineer Contracts

This part prescribes policies and procedures peculiar to contracting for construction and architect-engineer services. It includes requirements for using certain clauses and standard forms that apply also to contracts for dismantling, demolition, or removal of improvements.

Part 44—Subcontracting Policies and Procedures

This part prescribes policies and procedures for consent to subcontracts and for review evaluation, and approval of contractors' purchasing systems.

THE DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS)

The Defense Federal Acquisition Regulation Supplement (DFARS) is an agency acquisition regulation of exactly the type described in the section explaining the FAR above. Department of Defense (DoD) implementation and supplementation of the FAR is issued in the DFARS under authorization and subject to the authority, direction, and control of the Secretary of Defense. The DFARS is codified under Chapter 2 in Title 48 of the Code of Federal Regulations (CFR). The parts of the DFARS are numbered as a 200 series. To the extent possible, all DFARS text, whether implemental or supplemental to the FAR, is numbered as if it were implemental. For example, the DFARS Part 219, Small Business and Small Disadvantaged Business Concerns, implements the DoD regulations relating to FAR Part 19—Small and Small Disadvantaged Business Concerns.

(Note: DFARS parts only list a scope if they supplement the FAR; if the part only implements the FAR, the scope of the FAR part applies.)

Part 219—Small and Small Disadvantaged Business Concerns

This part implements section 1207 of Public Law (Pub. L.) 99-661, section 806 of Pub. L. 100-180, and section 831 of Pub. L. 101-189. These laws have set a goal for DoD for each of the fiscal years 1987-1993 to—

- (1) Award five percent of contract and subcontract dollars to small disadvantaged business (SDB) concerns, historically black colleges and universities (HBCUs), and minority institutions (MIs); and
- (2) Maximize the number of such entities in DoD contracting and subcontracting.

Part 222—Application of Labor Laws to Government Contracts

Implements FAR Part 22.

Part 223—Environment, Conservation, Occupational Safety, and Drug-Free Workplace

Implements FAR Part 23.

Part 225—Foreign Acquisition

This part provides policy and procedures for—

- (1) Purchasing foreign defense supplies, services, and construction materials;
- (2) Foreign military sale acquisitions;
- (3) Coordinating acquisitions involving work to be performed in foreign countries;
and
- (4) Cooperative programs.

Part 228—Bonds and Insurance

Implements FAR Part 28.

Part 31—Contract Cost Principles and Procedures

Implements FAR Part 31.

Part 36—Construction and Architect-Engineer Contracts

Implements FAR Part 36.

Part 44—Subcontracting Policies and Procedures

Implements FAR Part 44.

BA	Basic Agreement
BAPO	Best and Final Offer
BOA	Basic Ordering Agreement
BPA	Blanket Purchase Agreement
BPCR	Breakout Procurement Center Representative
CC	Cost Contract
CACC	Civilian Agency Cost Council
CAO	Contract Administration Office
CAS	Cost Accounting Standards
CASB	Cost Accounting Standards Board
CB	Commerce Business Daily
CDA	Contract Disputes Act of 1978
CE	U.S. Army Corps of Engineers

APPENDIX F

Acronyms

ACO	Administrative Contracting Officer
ADARS	Army Defense Acquisition Regulation Supplement (replaced by the AFARS)
A-E	Architect-Engineer
AFARS	Army Federal Acquisition Regulation Supplement
AMPRS	Automated Management and Progress Reporting System
APP	Army Procurement Procedures (replaced by the ADARS)
APW	Application and Practice Workshop
ASBCA	Armed Services Board of Contract Appeals
ASPM	Armed Services Pricing Manual
ASPR	Armed Services Procurement Regulation (replaced by the DAR)
BA	Basic Agreement
BAFO	Best and Final Offer
BOA	Basic Ordering Agreement
BPA	Blanket Purchase Agreement
BPCR	Breakout Procurement Center Representative
CC	Cost Contract
CAAC	Civilian Agency Cost Council
CAO	Contract Administration Office
CAS	Cost Accounting Standards
CASB	Cost Accounting Standards Board
CBD	Commerce Business Daily
CDA	Contract Disputes Act of 1978
CE	U.S. Army Corps of Engineers

CICA	Competition in Contracting Act
CO	Contracting Officer
COC	Certificate of Competency
COR	Contracting Officer's Representative
COTR	Contracting Officer's Technical Representative
CPAF	Cost-Plus-Award-Fee Contract
CPCM	Certified Professional Contract Manager
CPIF	Cost-Plus-Incentive-Fee Contract
CPFF	Cost-Plus-Fixed-Fee Contract
CPSR	Contractor Purchasing System Review
CQC	Contractor Quality Control
CRB	Contract Review Board
CS	Cost-Sharing Contract
DAC	Defense Acquisition Circular
DARC	Defense Acquisition Regulatory Council
DCAA	Defense Contract Audit Agency
DCAS	Defense Contract Administration Services
DE	District Engineer
D&F	Determination and Findings
DFARS	Defense Federal Acquisition Regulation Supplement
DFAS	Defense Finance and Accounting Service
DoD	Department of Defense
DRFP	Draft Request for Proposal
ECI	Engineer Contract Instructions (replaced by the EFARS)
ECO	Emergency Contracting Officer
EFARS	Engineer Federal Acquisitions Regulation Supplement
EPA	Environmental Protection Agency
ER	Engineer Regulation
FAC	Federal Acquisition Circular
FAR	Federal Acquisition Regulation
FASB	Financial Accounting Standards Board
FIRMFR	Federal Information Resource Management Regulation
FFP	Firm Fixed-Price Contract
FFP(LOE)	Firm Fixed-Price (Level of Effort) Contract
FOIA	Freedom of Information Act
F&OC	Full and Open Competition
FPI	Fixed-Price Incentive Contract

FPR	Fixed-Price Redeterminable Contract; Federal Procurement Regulations (replaced by the GSARS)
FPw/EPA	Fixed-Price Contract with Economic Price Adjustment
FSS	Federal Supply Schedule
G&A	General and Administrative (cost)
GAO	General Accounting Office
GASB	Government Accounting Standards Board
GFP	Government-Furnished Property
GPO	Government Printing Office
GSA	General Services Administration
GSBCA	General Services Board of Contract Appeals
IDT	Indefinite-Delivery Type Contracts
IFB	Invitation for Bids
IG	Inspector General
IRS	Internal Revenue Service
ISP	Instructional Staff Presentations
ITA	International Trade Administration
ITC	International Trade Commission
JCL	Joint Consolidated List (Debarred, Suspended, and Ineligible Contractors)
JOC	Job Order Contracting
JOFOC	Justification for Other Than Full and Open Competition
LC	Letter Contract
LH	Labor-Hour Contract
NAS	Network Analysis System
NASA	National Aeronautics and Space Administration
OASA(RDA)	Office of the Assistant Secretary of the Army (Research, Development, and Acquisition)
OCE	Office of the Chief of Engineers
OFPP	Office of Federal Procurement Policy
OIG	Office of Inspector General
OMB	Office of Management and Budget
O/O	Ordering Officer
OPM	Office of Personnel Management

OSHA	Occupational Safety and Health Act	FPR
PCO	Procuring (or Principal) Contract Officer	FPWBPA
P.L.	Public Law	FSS
QA	Quality Assurance	G&A
QARP	Question-and-Answer Reinforcement Package	GAO
QC	Quality Control	GASB
RCO	Resident Contracting Officer	GFP
RFP	Request for Proposal	GPO
RFQ	Request for Quotations	GSA
RTP	Request for Technical Proposals	GSRCA
SADBU	Small and Disadvantaged Business Utilization	IDT
SBA	Small Business Administration	IFB
SDBSA	Small Disadvantaged Business Set-Aside	IO
SF	Standard Form	IRS
SIC	Standard Industrial Classification	ISP
SOP	Standard Operating Procedure	ITA
TA	Team Activity	ITC
TAR	Transportation Acquisition Regulation	JCL
TCO	Terminating Contract Officer	JOC
TINA	Truth in Negotiations Act	JOFC
TM	Time and Materials Contract	JL
TQM	Total Quality Management	JL
TVA	Tennessee Valley Authority	JL
USACE	United States Army Corps of Engineers	NAS
USIA	United States Information Agency	NASA
WBS	Work Breakdown Structure	OASD(RDA)
		OCE
		OFPP
		OIG
		OMB
		OIO
		OPM

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