

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J	PAGE OF PAGES 1 48
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 20-Jul-2015	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)
6. ISSUED BY NAVFAC MID ATLANTIC HAMPTON ROADS IPT 9324 VIRGINIA AVENUE NORFOLK VA 23511-3095		CODE N40085	7. ADMINISTERED BY (If other than item 6) See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X	9A. AMENDMENT OF SOLICITATION NO. N40085-15-R-0309
				X	9B. DATED (SEE ITEM 11) 15-Jul-2015
					10A. MOD. OF CONTRACT/ORDER NO.
					10B. DATED (SEE ITEM 13)
CODE		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this amendment is to make corrections to the solicitation.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			TEL: _____ EMAIL: _____		
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 21-Jul-2015

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The following have been modified:

GENERAL INFORMATION

**COMMANDER MID-ATLANTIC DIVISION
NAVAL FACILITIES ENGINEERING COMMAND
9742 MARYLAND AVENUE
NORFOLK, VIRGINIA 23511-3095**

**NAVFAC RFP NUMBER N40085-15-R-0309
ENVIRONMENTAL MULTIPLE AWARD CONTRACT (EMAC)
FOR ENVIRONMENTAL SERVICES AND IMPLEMENTATION OF
REMEDIAL ACTIONS FOR PROJECTS WITHIN NAVFAC MID-
ATLANTIC AREA OF RESPONSIBILITY PRIMARILY THE
HAMPTON ROADS, NORTH CAROLINA, SOUTH CAROLINA,
AND GEORGIA**

NOTICE: PROPOSAL IS DUE BY 2:00 P.M. (EST) ON **14 AUGUST 2015**.

Proposal is to be submitted to office listed below:

Commander, NAVFAC Mid-Atlantic
Naval Facilities Engineering Command (NAVFAC)
Hampton Roads IPT Acquisitions Office
Bldg. Z-140, Room 114
9324 Virginia Ave.
Naval Station Norfolk, VA 23511-3095

All inquiries concerning any phase of the specification shall be made, in writing, to the Commander, NAVFAC Mid-Atlantic, Naval Facilities Engineering Command (NAVFAC), Hampton Roads IPT Acquisitions Office, Bldg. Z-140, Room 114, 9324 Virginia Ave. , Naval Station Norfolk, VA 23511, Attn: Roshni Patel, via email roshni.patel@navy.mil

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been modified:

SECTION C SPECIFICATIONS

Section C - Descriptions and Specifications

C.1 GENERAL DESCRIPTION AND PERSONNEL REQUIREMENTS

C.1.1 GENERAL. This intent of this indefinite quantity contract is to obtain services for performing environmental Programs including Operation & Maintenance of environmental remedies and long-term monitoring at various sites. The services shall be performed in accordance with written task orders issued by the Contracting Officer during the term of this contract. Task Orders will be fixed-price with possible indefinite quantity work. Performance shall be in accordance with the qualifications set forth herein, as well as those cited in the applicable written task orders. Performance shall be in accordance with the qualifications set forth herein, as well as those cited in the applicable written task orders. The maximum value of the total orders issued under the Small Business-RAOMAC is \$80 million.

C.1.2 Task Orders.

C.1.2.1 Solicitation. Small Business-RAOMAC requirements will be solicited by the Contracting and/or Ordering Officers at NAVFAC Mid-Atlantic Region and field facilities.

C.1.2.2 Partnered Scoping. Projects may be scoped by a Government/Contractor team. In such instances, the salient requirements of the task orders will be identified by the Government in cooperation with the Small Business-RAOMAC contractors in order to develop a mutually agreed upon Statement of Work. To facilitate such partnered scoping, all Small Business-RAOMAC contractors may be unable to compete for the task order. Failure to participate responsibly in such walk-throughs and the scoping process may be considered non-performance under the terms and conditions of the contract.

C.1.2.3 Evaluation Criteria. Evaluation factors for individual task orders will vary depending on the unique requirements of each task order. Typically, award will be based on lowest quoted price, however, when appropriate, award may be based on best value to the Government, price and other factors considered. In the latter case, the task order solicitation will identify the specific technical criteria and the required format for submission of the proposal as well as the relative weight given to the price and technical factors in the evaluation.

C.1.2.4 Bidding Responsibilities. MAC contractors are required to submit quotes on all task order solicitations, or risk being removed as a MACC holder.

C.1.3 Place of Performance. NAVFAC MIDLANT anticipates awarding an Environmental Multiple Award Contract (EMAC) for Environmental services and implementation of remedial actions for projects within its Hampton Roads, North Carolina, South Carolina and Georgia Area of Responsibility (AOR). This area includes the following installations: Naval Station, Norfolk, Virginia, and outlying facilities within 50 miles of Naval Station, Norfolk; Joint Expeditionary Base Little Creek Fort Story, Virginia Beach and outlying facilities within 50 miles of Naval Amphibious Base Little Creek; Naval Air Station Oceana, Virginia Beach including Dam Neck Naval Training Center, Virginia Beach and outlying facilities within 50 miles of Naval Air Station Oceana; Naval Weapons Station Yorktown, York County, Virginia including Cheatham Annex, Williamsburg, and outlying facilities within 50 Miles of Naval Weapons Station Yorktown; Norfolk Naval Shipyard, Portsmouth including Portsmouth Naval Hospital, and St. Juliens Creek Annex, Portsmouth and outlying properties within 50 miles of Norfolk Naval Shipyard, MCB Camp Lejeune, MCAS Cherry Point as well as auxiliary installations in North Carolina associated with those installations, MCAS Beaufort, MCRD Parris Island as well as auxiliary installations in South Carolina associated with those installations and MCLB Albany as well as auxiliary installations in Georgia associated with that installation.

C.1.4 SCOPE OF WORK

C.1.4.1 Services. The Contractor shall provide the personnel, equipment, materials, facilities, and management to respond to multiple requests for environmental support at various sites. These services may include actions such as, but not limited to, the following:

- a) Performing remedial actions and soil removal actions
- b) Performing in-situ treatment of soils and groundwater
- c) Underground storage tank removals and replacements
- d) Operation, maintenance, inspection, performance monitoring, repairs, modifications and removal and dismantling of existing remedial treatment systems according to established procedures. The types of systems will include but are not limited to:
 - Groundwater Treatment Plants (GWTP)
 - Various types of soil caps and RCRA landfill caps
 - Subslab depressurization systems
 - Air sparging, soil vapor extraction, bioslurper and free product recovery systems
 - Wastewater treatment facilities
 - Bioremediation systems
 - Natural Attenuation
- e) Demolitions of small buildings, utility structures, and obsolete systems (which may include well networks, sparge systems, tank farms and others) with related environmental abatement
- f) Performing expedited and emergency response actions at contaminated sites
- g) Construction of environmental infrastructure such as treatment facilities, storage systems, spill containment, well networks, air sparge systems, and subslab depressurization systems among others
- h) Performing asbestos and lead-based paint abatement
- i) Performing other related activities associated with restoring areas to safe and acceptable condition

In addition to performance of the specific remediation services listed above, the contractor will generally be responsible for preparation of written documents such as work plans, health & safety plans and close out reports connected with such services. The contractor may also be required to provide limited designs.

In addition to performance of the specific remediation services listed above, the contractor will generally be responsible for preparation of written documents such as work plans, health & safety plans and close out reports connected with such services. The contractor may also be required to provide limited designs.

C.1.4.2 Contaminants. The contaminants will include, but not be limited to, those identified and regulated under RCRA, CERCLA, Toxic Substances Control Act (TSCA), Solid Waste Disposal Act (SWDA), and petroleum oils and lubricants (POL). The contaminants included are predominately asbestos, solvents, POL, metals, acids, bases, reactives, non-explosive ordnance residues or compounds, polychlorinated biphenyls (PCBs), and pesticides. Contaminants may be present in soils, sediments, ground water, air, sludge, surface water, and man-made structures. Contaminated sites may be buildings, landfills, hazardous waste treatment storage and disposal facilities, tanks, lagoons, fire fighting training areas, or other facilities.

C.1.4.3 General Work Requirements. The Contractor selected for the work shall perform tasks in accordance with the contract, as well as in accordance with Uniform Building Codes (UBC), and all federal, state and local building, safety and environmental regulations. Specific guidance provided in the task order scope will take precedence over the general guidance provided herein. The majority of contracts will be performance-based, describing the

requirements in terms of desired outcome of the project with minimal provision of precise details of work to be done. Contracts shall include various documents that describe the required cleanup action and technologies to achieve cleanup. Such documents may include RCRA/CERCLA closure plans, corrective action plans, and drawings and specifications. Contract work shall specify a wide range of services relating to the cleanup of sites including, but not limited to, the following:

- a) Performing traditional as well as innovative methods for complete cleanup of environmentally impacted sites;
- b) Conducting topographic and geophysical surveys;
- c) Conducting hydrogeological and geotechnical testing and data analyses in conjunction with cleanup projects;
- d) Conducting multimedia sampling (including soil, water, and air) and analysis for physical, chemical, and geotechnical characteristics;
- e) Installing temporary support facilities, such as decontamination areas, fences, roads, and utilities;
- f) Providing instruction for operation and maintenance of project facilities.

C.1.5 PERSONNEL REQUIREMENTS

C.1.5.1 Review of Resumes. The Government reserves the right to review the resumes of and interview Contractor employees performing under the contract solely for the purpose of ascertaining their qualifications relative to the personnel qualification terms of the contract. Accordingly, the Contractor shall furnish such resumes to the Contracting Officer upon request.

C.1.5.2 Contractor Work Force Responsibility. Organize, furnish, maintain, supervise, and direct a workforce, which, within the limitations of the provisions of the contract, is thoroughly capable and qualified to effectively perform the work set forth in the contract.

C.1.5.3 Personnel Duties, Required Experience, and Qualifications

C.1.5.3.1 Program Manager. Responsibilities include overseeing Contracts for cleanup actions. Duties include monitoring and controlling project costs and quality control, assigning personnel consistent with contract requirements, understanding and assuring compliance with CERCLA, RCRA, TSCA and SWDA regulations and their state counterparts, and other applicable or relevant and appropriate requirements, and performing as the Contractor's chief representative. The qualified individual for this position shall have, as a minimum, an undergraduate degree in engineering or similar relevant technical disciplines such as Geology or Industrial Hygiene. Experience managing or overseeing contracts involving multiple concurrent projects at multiple locations and Professional Engineering registration is desired.

C.1.5.3.2 Quality Control Program Manager. Responsibilities include developing, maintaining, and enforcing the Quality Control Program. The Quality Control Program Manager shall be familiar with the requirements of the U.S. Army Corps of Engineers Safety and Health Manual and have experience in the areas of hazard identification and safety compliance. Duties of the Quality Control Program Manager are described in section 5.6.1 of this Statement of Work.

C.1.5.3.3 Project Manager. Responsibilities include directing work associated with Contract Task Orders. Duties include ensuring effective execution of the project, controlling project schedule and budget, recommending changes to improve project efficiency and effectiveness, justifying change orders, tracking materials and resources, coordinating subcontractors' work, insuring compliance with health and safety procedures, ensuring compliance with regulatory requirements and total overall responsibility for construction completion.

C.1.5.3.4 Project Superintendent. Responsibilities similar in nature to the project manager, however performed primarily at the site. A minimum of 5 years of construction management experience is required, of which at least 2 years of experience in cleanup projects is desired.

C.1.5.4 Personnel Changes and Training Requirements

C.1.5.4.1 Key Personnel. The Program Manager, Quality Control Program Manager, and the individual Project Managers are considered key personnel. The qualifications and experience of these individuals, reviewed and approved by the Contracting Officer prior to award, must be maintained throughout the contract period. Consequently, during performance of the contract, substitution of these individuals is subject to Contracting Officer approval and the substitute must possess, at minimum, qualifications and experience equal to the individual identified for that position in the contractor's technical proposal. Similarly, the qualifications and experience of project personnel identified specifically in a project proposal must also be maintained throughout the performance of the project.

C.1.5.4.2 Conditions for Substitutions, Deletions, or Additions. The Contractor agrees that during the first year of the contract performance period, no key personnel substitutions or deletions shall be permitted unless necessitated by an individual's sudden illness, death, or termination of employment. For any substitutions the Contractor shall promptly notify the Contracting Officer. Proposed substitutions, deletions, or additions shall be submitted in writing to the Contracting Officer, at least 30 days in advance, (45 days if security clearance is to be obtained), with the following information:

- a) a detailed explanation of the circumstances necessitating proposed substitutions or additions,
- b) a complete resume for the proposed substitute or addition, and
- c) any other information requested by the Contracting Officer.

The Contracting Officer will evaluate such requests and notify the Contractor in writing of approval or disapproval.

C.1.5.4.3 Project Personnel. The Project Personnel list is a basic roster of individuals qualified to serve in the position of Project Manager. The Government may request that the personnel assigned to a specific project be identified after award of a project and, if not included on the Project Personnel list, that resumes be submitted for review and approval.

C.1.5.4.4 Key Personnel and Project Personnel List. The list of Key Personnel and Project Personnel will be revised by contract modification to add, delete, or substitute personnel in accordance with key personnel substitution and project personnel requirements specified herein.

C.1.5.4.5 Training. Contractors are expected to have personnel with the requisite skills and certifications to perform the requirements of this contract. Therefore, the Government will not allow, nor reimburse as direct costs, those costs associated with the training of contractor personnel in any effort to initially attain requirements of this contract. If allowable under FAR Part 31, these costs may be included as indirect costs. Attendance at workshops or symposiums is considered training for purposes of this clause.

C.2 GENERAL REQUIREMENTS FOR CONTRACTS

C.2.1 CONTRACT BASIC REQUIREMENTS

C.2.1.1 Project Information. The type of project information the Government will provide to the Contractor depends on the specific task order. The information may include contract drawings, maps and specifications, reports, reference drawings, and boring logs. Task Order solicitations will generally be performance-based specifications.

C.2.1.2 Drawing Error and Omission. Omissions from drawings or specifications or misdescriptions of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work but they shall be performed as if fully and correctly set forth and described in the drawings and specifications.

C.2.1.3 Notification of Drawing Discrepancies. The Contractor shall check all furnished drawings and specifications immediately upon their receipt and shall promptly notify the Contracting Officer or designated representative of any discrepancies and a proposed solution. Figures marked on drawings shall in general be followed in preference to scale measurements. Large scale drawings shall in general govern small scale drawings. The Contractor shall compare all drawings and verify the figures before laying out the work.

C.2.1.4 Reference Drawings Accompanying Specification. Reference drawings may accompany Contract specifications and are intended only to show original construction. Drawings are the property of the Government and shall not be used for any purpose other than those contemplated by the specification. Reference drawings included with a Contract may be half size. Information on procuring any half-size drawing as a full-size drawing may be obtained from the Contracting Officer or designated representative.

C.2.1.5 Boring Logs. Boring logs may be available to the Contractor for specific Contract remedial action work. If boring logs are available, the Government does not guarantee that borings indicate actual conditions, except for the exact locations and the time that they were made. Subsurface data obtained by the Government at these locations will be made available for examination by the Contractor.

C.2.2 SPECIFICATIONS AND STANDARDS. The specifications and standards referenced in the specifications, including addenda, amendments, and errata listed, shall govern where references thereto are made. In case of differences between the specifications or standards and the project specification or accompanying drawings, the project specifications and accompanying drawings shall govern. Otherwise, the referenced specifications and standards shall apply. The requirement for packaging, packing, marking, and preparing for shipment or delivery included in the referenced specifications apply only to materials and equipment furnished directly to the Government and not to materials and equipment furnished and installed by the contractor.

C.2.3 OPTIONAL REQUIREMENTS. Where a choice of materials or methods, or both, is permitted in the contract, the Contractor shall have the discretion to choose an alternative unless otherwise required by the specification.

C.2.4 AS-BUILT RECORDS. Maintain/develop at the project site one set of full-size contract drawings and specifications marked to show any deviations which have been made from the Contract drawings or specifications including buried or concealed structures and utility features revealed during the course of site work. Record the horizontal and vertical location of buried utilities that differ from the contract drawings. The drawings shall be available for review by the Contracting Officer at all times. Upon completion of the work, deliver the marked set of prints to the Contracting Officer or designated representative .

C.2.5 STATION REGULATIONS. The Contractor and his employees and subcontractors shall become familiar with and obey station regulations, including fire, traffic, and security regulations. Personnel employed on the station shall keep within the limits of the work (and avenues of ingress and egress), and shall not enter restricted areas unless required to do so and are cleared for such entry. The Contractor's equipment shall be conspicuously marked for identification.

C.2.6 SCHEDULING. Schedule work to minimize interference with station operations. Work schedules shall be subject to the approval of the Contracting Officer or designated representative. Permission to interrupt any station roads, railroads, or utility service shall be requested in writing a minimum of 15 calendar days prior to the desired date of interruption. Certain installations will restrict interruption of utility services as well as general station operations. Contracts will specify restrictions when applicable, and specify when the work shall commence and be completed.

C.2.7 LAYOUT OF WORK. Lay out work from Government-established base lines and bench marks indicated on the drawings and make measurements in connection therewith. Furnish stakes, templates, platforms, equipment, tools, and materials and labor as may be required in laying out any part of the work from the base lines and bench marks established by the Government. The Contractor shall execute the work to the lines and grades established or indicated and shall maintain and preserve stakes and other control points established in the contract task order until authorized by the Contracting Officer or designated representative to remove the stakes.

C.2.8 EXISTING WORK

C.2.8.1. Protection. The disassembling, disconnecting, cutting, removing, or altering in any way of existing work shall be carried on in such a manner as to prevent injury or damage to portions of existing work, whether they (1) remain in place, (2) are re-used in the new work, or (3) are salvaged and stored.

C.2.8.2 Replacement. Portions of existing work which have been cut, damaged, or altered in any way during construction operations shall be repaired or replaced in kind in an approved manner to match existing or adjoining work. Existing work shall, at the completion of operations, be left in as good a condition as existed before the new work started.

C.2.8.3 Location of Underground Facilities. Verify the location and elevations of existing piping, utilities, and any type of underground obstruction not indicated or specified to be removed, but indicated in locations to be excavated, traversed by piping or ducts, or otherwise to be disturbed by or involved in this work. Scan the project site with electromagnetic or sonic equipment and mark the surface of the ground where existing underground utilities are discovered.

C.2.9 FACILITIES AND SERVICES. The availability of facilities and services, for example, temporary buildings, field offices, and need for project sign, will be specified in contract task orders.

C.2.10 RESTRICTIONS ON EQUIPMENT. Certain installations requiring remedial action work under the contract may have sensitive areas and therefore may enforce radio transmitter restrictions and may require electromagnetic interference suppression on Contractor's equipment. Contract Task Orders will specify restrictions, when applicable.

C.2.11 SANITATION. Provide adequate sanitary conveniences of a type approved for the use of persons employed properly secluded from public observation, and maintained by the Contractor in such a manner as shall be required or approved by the Contracting Officer or designated representative. Conveniences shall be maintained without nuisance. Upon completion of the work, the conveniences shall be removed from the premises by the Contractor, leaving the premises clean and free from nuisance.

C.2.12 SECURITY REQUIREMENTS.

C.2.12.1 United States Citizenship. No employee or representative of the Contractor will be admitted to the work site unless the employee or representative furnishes satisfactory proof of United States citizenship, or is specifically authorized admittance by the government.

C.2.12.2 NCACS is a voluntary program in which Contractor personnel who enroll, and are approved, are subsequently granted access to the installation for a period up to one year, or the length of the contract, whichever is less, and are not required to obtain a new pass from the Base Pass and Identification Office for each visit.

The Government performs background screening and credentialing. Throughout the year the Contractor employee must continue to meet background screening standards. Periodic background screenings are conducted to verify continued NCACS participation and installation access privileges. Under the NCACS program, no commercial vehicle inspection is required, other than for Random Anti-Terrorism Measures (RAM) or in the case of an elevation of Force Protection Conditions (FPCON).

Information on costs and requirements to participate and enroll in NCACS is available at <https://eform.rapidgate.com> or by calling (877) 727-4342.

C.2.12.3 Site Security Requirements. Provide site security such as fencing or guard service as required by each Contract Task Order. However, at a minimum, maintain the site and other Contractor controlled areas in such a manner as to minimize the risk of injury or accident to site personnel or others that may be in the area. Carefully mark work on or near roadways with lights and barricades complying with State and local regulations; or where such regulations are not applicable, provide adequate lights and barricades to minimize the risk of an accident. Fence open excavations that pose a danger to site personnel or others to prevent accidental entry. Shore side slopes of

excavations or leave at a safe angle of repose. Equipment, when not in operation, shall be left in a safe manner. (e.g., wheels blocked, buckets on the ground, and in an area under the responsibility of the Contractor). Near residential areas where there may be children, special consideration shall be given to site security and safety needs.

C.2.13 CONTRACTOR AND SUBCONTRACTOR PERSONNEL LIST. Provide to the Contracting Officer or designated representative, a list of Contractor and/or subcontractor personnel (including addresses and telephone numbers) for use in the event of an emergency. As changes occur and additional information becomes available, correct and change the information contained in previous lists. The Contractor shall post a list of the subcontractors at the project site.

C.2.14 STORM PROTECTION. If a warning of gale force or stronger winds is issued, take precautions to minimize any danger to persons, and protect the work and any nearby Government property. Precautions shall include, but are not limited to, closing openings, removing loose materials, tools, and equipment from exposed locations, and removing or securing scaffolding and other temporary work. Close openings at the work area if storms of lesser intensity pose a threat to the work or any nearby Government property.

C.2.15 EMERGENCY RESPONSE

C.2.15.1 Definition. Emergency response is defined as having action personnel at the identified location within 24 hours of notification. These personnel shall be staging and preparing for immediate actions to be taken.

C.2.15.2 Examples. Emergency response is required in order to tend to unplanned incidents requiring immediate attention. Examples of work requirements include expedited sampling or testing, removal of contaminated soils, and identification of IDLH circumstances, such as in the case of hazardous material spills, industrial accidents, or identification of high levels of contamination.

C.2.15.3 Response. The Contractor shall respond to an emergency response requirement as quickly as physically possible, administration matters will take second priority and will be handled concurrently or after the situation is in progress or has been resolved, ensuring that the response is not slowed down. Emergency actions will only be directed by the Contracting Officer. A generic Emergency Response Plan will be developed by the Contractor for procedures during and after work hours. This shall be submitted within 30 days after contract award.

C.3 ENVIRONMENTAL AND NATURAL RESOURCES PROTECTION

C.3.1 GENERAL. The requirements stated herein provide general protection of natural resources and the environment during execution of Contract work. The Contractor shall comply with Federal, State, local, and base environmental laws and regulations including, but not limited to, pertinent Occupational Safety and Health Administration and Department of Transportation requirements; National Environmental Policy Act; Clean Water Act; Clean Air Act; Endangered Species Act; Safe Drinking Water Act; Toxic Substance Control Act; Resource Conservation and Recovery Act as amended by the Hazardous and Solid Waste Act; and Comprehensive Environmental Response, Compensation and Liabilities Act as amended by Superfund Amendments and Reauthorization Act; and Emergency Planning and Community Right-to-Know Act of 1986. The Contractor shall ensure that activities performed by their personnel, subcontractors, and suppliers are executed as required by these laws and regulations.

C.3.2 SUBMITTALS. For each Task Order where specified, provide the following submittals to the Contracting Officer or designated representative: (Dates will be specified in the Task Order.)

- a) Environmental Protection Plan
- b) Environmental Conditions Report
- c) Hazardous Waste Management Plan
- d) Emergency and Hazardous Chemical Inventory Forms
- e) Toxic Chemical Release Report

C.3.3 ENVIRONMENTAL PROTECTION REQUIREMENTS. Provide and maintain protection of the natural resources and environment during the life of the project. Plan for and provide environmental protective measures to control pollution that develops during operations. Plan for and provide environmental protective measures necessary to correct conditions that develop during site work associated with the project.

C.3.3.1 Environmental Protection Plan. For each task order where required, meet with the Contracting Officer or designated representative to discuss the proposed environmental protection plan and to develop mutual understanding relative to the details of environmental protection, including measures for protecting natural resources, required reports, and other measures to be taken.

C.3.3.2 Environmental Conditions Report. For each task order where required, perform a survey of the project site with the Contracting Officer or designated representative prior to starting work. Take photographs where possible showing existing environmental conditions in and adjacent to the site.

C.3.4 PROTECTION OF NATURAL RESOURCES. Preserve the natural resources within the project boundaries and outside the limits of permanent work. Restore to an equivalent or improved condition upon completion of work. Confine activities to within the limits of the work specified in the Contract.

C.3.4.1 Land Resources. Except in areas to be cleared, do not remove, cut, deface, injure, or destroy trees or shrubs without the Contracting Officer or designated representative's approval. Do not fasten or attach ropes, cables, or guys to existing nearby trees for anchorage unless approved by the Contracting Officer or designated representative.

C.3.4.2 Protection. Protect existing trees that are to remain and which may be injured, bruised, defaced, or otherwise damaged by Contractor operations. Remove displaced rocks from uncleared areas. The Contractor, upon Contracting Officer or designated representative's approval, shall remove trees with 30 percent or more of their root systems destroyed.

C.3.4.3 Replacement. Remove trees and other landscape features scarred or damaged by equipment operations, and replace with equivalent, undamaged trees and landscape features. Obtain Contracting Officer or designated representative's approval before replacement.

C.3.4.4 Temporary Construction. Remove traces of temporary construction facilities such as haul roads, work areas, structures, foundations of temporary structures, and stockpiles of excess or waste materials. Grade temporary roads, parking areas, and similar temporarily used areas to conform with surrounding contours.

C.3.4.5 Stream Crossings. The Contracting Officer or designated representative's approval is required before any equipment will be permitted to ford streams. In areas where frequent crossings are required, install temporary culverts or bridges. Remove temporary culverts or bridges upon completion of work, and repair the area as specified in Contract Task Orders.

C.3.4.6 Fish and Wildlife Resources. Do not disturb fish or wildlife. Do not alter water flows or otherwise significantly disturb the native habitat adjacent to the project and critical to the survival of fish or wildlife, except as specified in Contract Task Orders.

C.3.4.7 Wetland Areas. The Contractor shall not disturb any wetland areas unless authorized.

C.3.4 HISTORICAL AND ARCHAEOLOGICAL RESOURCES. Carefully preserve and report immediately to the Contracting Officer or designated representative historical or archaeological items, or human skeletal remains discovered in the course of work. Stop work in the immediate area of the discovery until directed by the Contracting Officer or designated representative to resume work. Protect monuments, markers, and works of art.

C.3.6 EROSION AND SEDIMENT CONTROL MEASURES

C.3.6.1 Burnoff. Burnoff of the ground cover is not permitted.

C.3.6.2 Borrow Pit Areas. Manage and control borrow pit areas to prevent sediment from entering nearby streams or lakes. Restore areas, including those outside the borrow pit, disturbed by borrow and haul operations. Restoration includes grading, replacement of topsoil, and establishment of a permanent vegetative cover. Uniformly grade side slopes of borrow pit to no more than a slope of 1 part vertical to 2 parts horizontal. Uniformly grade the bottom of the borrow pits to provide a flat bottom and drain by outfall ditches or other suitable means. Stockpile topsoil removed during the borrow pit operation, and use as part of restoring the borrow pit area.

C.3.6.3 Protection of Erodible Soils. Immediately finish the earthwork brought to a final grade, as indicated or specified in Contract Task Orders. Immediately protect the side slopes and back slopes upon completion of rough grading. Plan and conduct earthwork to minimize the duration of exposure of unprotected soils.

C.3.6.4 Temporary Protection of Erodible Soils. Use the following methods to prevent erosion and control sedimentation:

a) Mechanical Retardation and Control of Run-Off. Mechanically retard and control the rate of run-off from the site. This method includes building of diversion ditches, benches, and berms to retard and divert run-off to protected drainage courses.

b) Vegetation and Mulch. Provide temporary protection on sides and back slopes as soon as rough grading is completed or sufficient soil is exposed to require erosion protection. Protect slopes by accelerated growth of permanent vegetation, temporary vegetation, mulching, or netting. Stabilize slopes by hydroseeding, anchoring mulch in place, covering with anchored netting, sodding, or such combination of these and other methods necessary for effective erosion control.

C.3.7 CONTROL AND DISPOSAL OF SOLID AND SANITARY WASTES. Collect solid wastes and place in containers that are regularly emptied at intervals to prevent the attraction of rodents or disease vectors. Do not prepare, cook, or dispose of food on the project site. Prevent contamination of the site or other areas when handling and disposing of wastes. Upon completion of work, leave the areas clean. Control and dispose of waste. Dispose of rubbish, debris, garbage, and sewage according to procedures and requirements specified in the Contract Task Order. The Contractor is required to utilize only permitted disposal facilities. When requested, provide permit Identification Number, facility address and Point of Contact.

C.3.8 CONTROL AND DISPOSAL OF HAZARDOUS MATERIAL AND WASTE

C.3.8.1 Hazardous Material and Hazardous Waste. Manage generated hazardous material, hazardous waste, and hazardous waste residues in accordance with Federal, State, and local regulations, as well as the applicable station hazardous waste management plan.

C.3.8.2 Hazardous Waste Management Plan. For each Contract Task Order, estimate the types and quantities of hazardous waste or hazardous materials that will be generated from site work that will require transportation and disposal off the project site. Indicate how and when these wastes will be packaged, stored on-site, transported and disposed.

C.3.8.3 Hazardous Material and Waste Storage. Store hazardous material and waste in containers in accordance with Federal, State, local and applicable station requirements. All hazardous material coming on site must have an MSDS (OSHA 174 or equivalent).

C.3.8.4 Hazardous Waste Disposal. Transport and dispose of hazardous waste in accordance with Federal, State, local and applicable station requirements. Any off-site disposal shall be documented with manifests and certificates of destruction.

C.3.8.5 Oil and Hazardous Material Spills. Take precautions to prevent oil and hazardous material spills. In the event of a spill, immediately notify the Contracting Officer or designated representative and the Station Emergency Response Coordinator where applicable. Spill response shall be in accordance with Federal and applicable State regulations and the station contingency plan.

C.3.8.6 Waste Manifests. Original waste manifests shall be forwarded to the Contracting Officer or designated representative.

C.3.8.7 Emergency and Hazardous Chemical Inventory Forms. The Contractor shall maintain an inventory of all hazardous materials brought to, or generated at the project site. The purpose of the inventory is for the Navy to comply with the Emergency Planning and Community Right-to-Know Act (EPCRA). Hazardous materials include hazardous chemicals, toxic chemicals, hazardous substances, and extremely hazardous substances. The inventory form and frequency of submittal shall be as approved by the Contracting Officer or designated representative. The hazardous material inventory shall include the following information: material name (trade and chemical), material CAS #, material classification(s), reportable quantity if applicable, threshold planning quantity if applicable, maximum quantity/volume maintained on the project, average daily quantity used on the project, and total quantity used on the project.

C.3.8.8 Toxic Chemical Release Report. The Contractor shall promptly report any release of a potentially hazardous substance to the Contracting Officer or designated representative. The report shall include the following information: material name (trade and chemical), material CAS #, applicable reportable quantity, location of the release, media into which release occurred, description of cause of release, source of release, date/time/duration of release, response actions including notifications made, any known or anticipated health risks associated with the release and medical recommendations, and any known or anticipated impacts to public health or the environment and recommendations.

C.3.9 Dust Control. Keep dust down at all times, including during non-working periods. Sprinkle or treat with dust suppressants the soil at the site, haul roads, and other areas disturbed by operations. Dry power brooming shall not be permitted. Instead, use vacuuming, wet mopping, wet sweeping, or wet power brooming. Air blowing shall be permitted only for cleaning non-particulate debris such as steel reinforcing bars. Only wet cutting shall be permitted for cutting concrete blocks, concrete, and bituminous concrete. Do not unnecessarily shake bags of cement, concrete mortar, or plaster.

C.3.10 Noise. Make the maximum use of low-noise emission products as certified by the Environmental Protection Agency (EPA). Blasting or using explosives shall not be permitted without written permission from the Contracting Officer or designated representative, and then only during the designated times specified in the Contract.

C.3.11 Asbestos. No asbestos containing materials shall be used by the contractor in performing the services required on the contract task orders issued under this contract. For the purposes of this requirement, asbestos is defined to include any of the following six fibrous mineral silicates of commercial importance: chrysolite, amosite, crocidolite, termolite, anthophyllite, and actionlite.

C.3.12 PERMITS. Obtain administrative and substantive permits, licenses, and certificates required by contract task orders.

C.4 HEALTH AND SAFETY

C.4.1 DESCRIPTION. This part describes in general terms, the minimum Contractor health and safety requirements associated with the contract. The Contractor shall prepare, implement, and enforce for each site described in contract task orders, a Site Health and Safety Plan (SHSP). The Contractor shall ensure that health and safety provisions are followed by their subcontractors, suppliers, and support personnel. Site Work cannot commence until the Health and Safety Plans have been accepted by the Contracting Officer or the Contracting Officer's designated representative.

C.4.2 REGULATIONS. The Contractor's Health and Safety Program and SHSPs shall comply with and reflect appropriate requirements of the Occupational Safety and Health Administration (OSHA), specifically 29 CFR 1910 (especially 29 CFR 1910.120) and 29 CFR 1926; the U.S. Army Corps of Engineers (COE) "Safety and Health Requirements Manual," EM-385-1-1, April 1981, revised September 1996; "Navy Installation Restoration Manual", Chapter 12, February 1997; and any other relevant Federal, State, and local regulations.

C.4.3 IMPLEMENTATION

C.4.3.1 Corporate Health and Safety Plan. Within 30 days after contract award, the Contractor will be tasked to submit a current Corporate Health and Safety Plan to the Contracting Officer for review by the Government for use as the Health and Safety Program Plan. Any additions or revisions required as a result of this review shall be made by the Contractor.

C.4.3.2 Site Health and Safety Plan (SHSP). For each Contract Task Order, prepare a written SHSP that complies with the respective Contract Task Order. As a minimum, the SHSP shall contain the following elements:

- a) Site description and contaminant characteristics.
- b) Health and safety hazard assessment for each site task and operation.
- c) Name of the CIH and Site Health & Safety Specialist (SHSS). (Can be dual hatted with the QC Officer)
- d) Health and safety staff organization and responsibilities, including name and telephone number of each responsible person.
- e) Site specific training; i.e., beyond the initial training.
- f) Site specific medical surveillance parameters to include the drug testing policy and program.
- g) Personnel protective equipment (PPE) to be used, limitations, inspection procedures, and establishment of action levels for upgrades and downgrades of PPE.
- h) Frequency and types of monitoring and sampling, plans, techniques, and instrumentation, including air (on-site and perimeter), heat and cold and stress, noise, and chain of custody for samples.
- i) Health and safety work precautions and procedures; including MSDS, pre-entry briefings and subcontractor control.
- j) Site control measures.
- k) Personnel hygiene and decontamination facilities and procedures.
- l) Equipment decontamination facilities and procedures.
- m) On-site first aid and emergency procedures and equipment.
- n) Emergency response plan and contingency procedures (on-site and off-site).
- o) Logs, reports, and record keeping.
- p) On-site work plans.
- q) Communication procedures.
- r) Spill containment procedures.
- s) Confined space procedures, including the following requirements.
 - (1) Entry into Confined Spaces.

(a) Confined Space. Refers to a space in which the design has limited openings for entry and exit; unfavorable natural ventilation which could contain or produce dangerous air contaminants; and which is not intend for continuous employee occupancy. Confined spaces include but are not limited to, storage tanks, process vessels, pots, silos, vats, degreasers, reaction vessels, boilers, ventilation and exhaust ducts, sewers, tunnels, underground utility vaults, and pipelines.

(b) Qualified Person. Safety requirements for entry into confined spaces shall be determined by a qualified person. The qualified person making these determinations shall be designated by the Contractor, in writing, as capable (by education or specialized training) of anticipating, recognizing, and evaluating employee exposure to hazardous substances or other unsafe conditions in a confined space. The qualified person shall be capable of specifying necessary control and protective action to ensure worker safety. Where requirements involve hot work on existing fuel storage or fuel distribution systems, a National Fire Protection Association (NFPA) certified marine chemist shall provide a Safe For Hot Work certification in accordance with NFPA 306, Control of Gas Hazards on Vessels.

C.4.3.3 Acceptance of SHSP. Acceptance of the Contractor's SHSP is required prior to start of field activities on each contract task order. Acceptance is conditional and will be predicated on satisfactory performance during field activities. No change in the accepted plan shall be implemented without written concurrence by the Contracting Officer or designated representative. The Government reserves the right to require the Contractor to make changes in their SHSP and operations as necessary to ensure the health and safety of persons on or near the site.

C.4.4 CERTIFIED INDUSTRIAL HYGIENIST. The Contractor shall use an experienced certified industrial hygienist (CIH) to implement and oversee the Health and Safety Program and to develop, implement, and sign SHSPs. Any changes to the established Health and Safety Program or SHSPs shall be at the direction and approval of the CIH, with concurrence of the Contracting Officer or designated representative. The CIH will not necessarily be required to be on-site during remedial activities, but shall be readily available for consultation, when required by the contract or the Contracting Officer or designated representative.

C.4.5 SITE HEALTH AND SAFETY SPECIALIST (SHSS). In addition, the Contractor shall use a trained, experienced SHSS to assist and represent the CIH in continued implementation and enforcement of the approved SHSPs. A SHSS shall be assigned to each site and shall report to the CIH in matters pertaining to site health and safety. The SHSS shall have the on-site responsibility and authority to modify and stop work, or remove personnel from the site if working condition change which may affect on-site and off-site health and safety. The SHSS shall be the main contact for any on-site emergency situation. Except in an emergency, the SHSS may modify the approved SHSP only after consultation and concurrence of the CIH and the Contracting Officer or designated representative. The SHSS shall be first aid and CPR Qualified.

C.4.6 PROTECTIVE EQUIPMENT FOR GOVERNMENT VISITORS. Maintain on-site protective equipment as specified in each contract task order for use by Government personnel.

C.5 QUALITY CONTROL (QC)

C.5.1 SUMMARY. This part establishes minimum requirements for quality control that shall apply to all contract task orders. More stringent requirements may be included in specific Contract Task Orders if the statement of work indicates they are needed.

C.5.2 REFERENCES. The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

C.5.2.1 AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 880

1989 Criteria for use in Evaluation of Testing Laboratories and Organization for Examination and Inspection of Steel, Stainless Steel, and Related Alloys

ASTM C 1077	1990 Laboratories Testing Concrete and Concrete Aggregates for Use In Construction and Criteria for Laboratory Evaluation
ASTM D 3666	1990 (Rev. A) Evaluating and Qualifying Agencies Testing and Inspecting Bituminous Paving Materials
ASTM D 3740	1988 Evaluation of Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction
ASTM E 329	1990 Use in the Evaluation of Testing and Inspection Agencies as Used in Construction
ASTM E 543	1989 (Rev. A) Determining the Qualification of Nondestructive Testing Agencies

C.5.2.2 U.S. ARMY CORPS OF ENGINEERS (COE)

U.S. Army Corps of Engineers (COE) "Safety and Health Requirements Manual, "EM-385-1-1, September 1996, revised.

C.5.2.3 NAVAL FACILITIES ENGINEERING SERVICES CENTER (NFESC)

Navy Installation Restoration Chemical Data Quality Manual (IRCDQM), September 1999

C.5.3 SUBMITTALS. Provide the following submittals to the Contracting Officer or designated representative:

C.5.3.1 Quality Control (QC) Plans. Within 30 days after contract award, the contractor will be directed to submit an overall QC Program Plan. Site specific Project QC Plans shall be required for each contract task order.

C.5.4 FIELD WORK REPORTING. For each Contract Task Order, deliver the following to the Contracting Officer or designated representative, and other parties as identified through regional distribution listings:

C.5.4.1 Combined Contractor Production Report/Contractor Quality Control Report. Original and one copy by 10 A.M. the next working day after each day that work is performed.

C.5.4.2 Testing Plan and Log: One copy at the end of each month (where applicable).

C.5.4.3 Monthly Summary Report of Field Tests: Original and one copy attached to the Contractor quality control report at the end of each month (where applicable).

C.5.4.4 QC Meeting Minutes: One copy within 2 calendar days of the meeting.

C.5.4.5 Rework Items List: One copy by the last working day of the month (where applicable).

C.5.4.6 QC Certifications: As required by the paragraph entitled "QC Certifications."

C.5.5 QC PROGRAM

C.5.5.1 Requirements. Establish and maintain an overall QC Program consisting of a QC Organization; QC Program Plan; Coordination and Mutual Understanding Meeting; QC meetings; three phases of control; submittal review and approval; testing; completion inspections; and QC certifications and documentation necessary to provide materials, equipment, workmanship, fabrication, construction and operations which comply with the requirements of this contract.

C.5.5.2 Project QC Plan. The Project QC Plan shall include the elements of the QC Program, and shall cover on-site and off-site work keyed to the work sequence.

C.5.6 QC MANAGEMENT

C.5.6.1 QC Program Manager. Provide a QC Program Manager to manage and implement the contract-wide QC program. Any changes to the established contract-wide QC Program Plan or Project QC Plans shall be at the direction and approval of the QC Program Manager, with concurrence of the Contracting Officer or designated representative. If a separate Project QC Manager is designated to a Contract Task Order, the QC Program Manager will not necessarily be required to be on-site during that task order's remedial activities, but shall be readily available for consultation when required by the contract or the Contracting Officer or designated representative.

C.5.6.2 Project QC Manager. The Contractor shall utilize trained, experience Project QC Managers to assist and represent the QC Program Manager in continued implementation and enforcement of the approved Project QC Plans. The Project QC Manager for each Contract Task Order shall manage the site specific QC requirements in accordance with the Project QC Plan. The Project QC Manager is required to attend the coordination and mutual understanding meeting, conduct QC meetings, perform the three phases of control, perform submittal review, perform submittal approval except for submittals designated for Contracting Officer or designated representative approval, ensure testing is performed, and prepare QC certifications and documentation required in this contract.

C.5.6.2.1 Additional Duties. In addition to managing and implementing the site specific QC program, the Project QC Manager may be assigned duties on a part-time basis and also may serve as the Site Health and Safety Specialist (SSHS) if qualified..

C.5.7 PROJECT QUALITY CONTROL (QC) PLAN

C.5.7.1 Requirements. Submit for approval by the Contracting Officer or designated representative, a Project QC Plan that covers both on-site and off-site work and includes the following:

- a) Name and qualifications, in resume format, for the Project QC Manager.
- b) A letter signed by an officer of the firm appointing the Project QC Manager and stating that the Project QC Manager is responsible for implementing the QC program as described in this contract. Include in the letter the Project QC Manager's authority to direct the correction of non-conforming work.
- c) Procedures for reviewing, approving, and managing submittals. Provide the names of persons authorized to review and certify submittals prior to approval. Provide the initial submittal of the submittal register as specified in Part 7, "Submittals," and as required by the contract task order.
- d) Testing laboratory information required by the paragraph entitled "Accredited Laboratories" or "Testing Laboratory Requirements," as applicable.
- e) A testing plan and log that includes the tests required, referenced by the specification paragraph number requiring the test, the frequency, and the person responsible for each test.
- f) Procedures to identify, record, track and complete rework items.
- g) Documentation procedures, including proposed report formats.
- h) A listing of outside organizations such as testing laboratories, architects, and consulting engineers that will be employed by the Contractor and a description of the services these firms will provide.

C.5.7.2 Preliminary Work Authorized Prior to Approval. No work is authorized to proceed prior to the approval of the Project QC Plan unless specifically authorized by the Contracting Officer or designated representative.

C.5.7.3 Approval. Approval of the Project QC Plan is required prior to the start of work. The Contracting Officer or designated representative reserves the right to require changes in the Project QC Plan and operations as necessary to ensure the specified quality of work.

C.5.8 COORDINATION AND MUTUAL UNDERSTANDING MEETING. Prior to the start of site work, the Project QC Manager shall meet with the Contracting Officer or designated representative to discuss the QC program required for each CTO within the time frame as specified in the CTO. The purpose of this meeting is to develop a mutual understanding of the QC details, including forms to be used; administration of on-site and off-site work; and coordination of the Contractor's management, production, and the Project QC Manager's duties with the Contracting Officer or designated representative. As a minimum, the Contractor's personnel required to attend shall include the Project Manager, Project Superintendent, and Project QC Manager. Minutes of the meeting shall be prepared by the Project QC Manager and signed by both the Contractor and the Contracting Officer or designated representative. This meeting may be held in conjunction with other meetings (i.e. preconstruction meeting).

C.5.9 QC MEETINGS. After the start of site work, the Project QC Manager shall conduct QC meetings as required by the Contracting Officer or designated representative at the work site, with the project superintendent responsible for the upcoming work. Meetings conducted shall be recorded in the contractor QC report. The Contracting Officer or designated representative may attend any of these meetings. These meetings may be held in conjunction with other meetings (i.e. tool box safety meetings). As a minimum, the following shall be accomplished at each meeting:

C.5.9.1 Minimum Meeting Requirements.

- a) Review the minutes of the previous meeting
- b) Review the schedule
 - (1) Work or testing accomplished since last meeting
 - (2) Rework items identified since last meeting
 - (3) Rework items completed since last meeting
- c) Review the status of submittals
 - (1) Submittals reviewed and approved since last meeting
 - (2) Submittals required in the near future
- d) Review the work to be accomplished in the next 2 weeks and documentation required. Schedule the three phases of control and testing
 - (1) Establish completion dates for rework items
 - (2) Preparatory phases required
 - (3) Initial phases required
 - (4) Follow-up phases required
 - (5) Testing required
 - (6) Status of off-site work or testing
 - (7) Documentation required
- e) Resolve QC and production problems
- f) Address items that may require revising the Project QC Plan.

(1) Changes in procedures

C.5.10 THREE PHASES OF CONTROL. The Project QC Manager shall perform the three phases of control for each definable feature of work to ensure that work complies with contract requirements. Definable features of work shall be specified in the Project QC Plan approved by the Contracting Officer or designated representative. The three phases of control shall adequately cover appropriate on-site and off-site work and shall include the following:

C.5.10.1 Preparatory Phase. Notify the Contracting Officer or designated representative at least 2 working days in advance of each preparatory phase. Conduct the preparatory phase with the superintendent and the foreman responsible for the definable feature of work. Document the results of the preparatory phase actions in the daily Contractor Quality Control Report. Perform the following prior to beginning work on each definable feature of work:

- a) Review each paragraph of the applicable specification sections.
- b) Review the contract drawings.
- c) Verify that appropriate shop drawings and submittals for materials and equipment have been submitted and approved. Verify receipt of approved factory test results, when required.
- d) Review the testing plan and ensure that provisions have been made to provide the required QC testing.
- e) Examine the work area to ensure that the required preliminary work has been completed.
- f) Examine the required materials and equipment, and sample work to ensure that materials and equipment are on hand and conform to the approved shop drawings and submitted data.
- g) Review the safety plan and appropriate activity hazard analysis to ensure that applicable safety requirements are met, and that required material safety data sheets (MSDS) are submitted.
- h) Discuss construction methods.

C.5.10.2 Initial Phase. Notify the Contracting Officer or designated representative when crews are ready to start work on a definable feature of work. Observe the initial segment of the definable feature of work to ensure that the work complies with contract requirements. Document the results of the initial phase in the Daily Contractor Quality Control Report. Repeat the initial phase when acceptable levels of specified quality are not being met. Perform the following for each definable feature of work:

- a) Establish the quality of workmanship required.
- b) Resolve conflicts.
- c) Review the safety plan and the appropriate activity hazard analysis to ensure that applicable safety requirements are met.
- d) Ensure that testing is performed.

C.5.10.3 Follow-Up Phase. Perform the following for on-going work daily, or more frequently as necessary until the completion of each definable feature of work and document in the Daily Contractor Quality Control Report:

- a) Ensure the work is in compliance with contract requirements.
- b) Maintain the quality of workmanship required.
- c) Ensure that testing is performed.

d) Ensure that rework items are being corrected.

C.5.10.4 Notification of Three Phases of Control for Off-Site Work. Notify the Contracting Officer or designated representative at least 2 weeks prior to the start of the preparatory and initial phases.

C.5.11 SUBMITTAL REVIEW AND APPROVAL. Procedures for submission, review, and approval of submittals are described in C.6, "Submittals."

C.5.12 TESTING. Except as stated otherwise in the task orders, perform sampling and testing required under this contract.

C.5.12.1 Testing Laboratory Requirements. Provide an independent testing laboratory qualified to perform analysis required by this contract. Laboratories performing work in connection with testing shall be certified to the methods specified by each task order.

C.5.12.2 Accredited/Certified Laboratories.

C.5.12.2.1 Non-Environmental Projects. Acceptable accreditation programs are the National Institute of Standards and Technology (NIST), National Voluntary Laboratory Accreditation Program (NVLAP), the American Association of State Highway and Transportation Officials (AASHTO) Program, and the American Association for Laboratory Accreditation (AALA) Program. Furnish to the Contracting Officer or designated representative, a copy of the certificate of accreditation, scope of accreditation, and latest directory of the accrediting organization for accredited laboratories. The scope of the laboratory's accreditation shall include the test methods required by the task order. Any deviation from the above requirements must be approved in writing by the Contracting Officer or designated representative. On-site chemical analysis by mobile laboratories must be performed by laboratories certified by the State (if available) in which the project/site is located.

C.5.12.2.2 Environmental Projects. Laboratories performing Installation Restoration Program (IRP) work funded by ER,N (formerly DERA) or BRAC (ER,N eligible in the absence of BRAC funding) must successfully complete the Navy Laboratory Evaluation Program as described in the Navy IRCDQM, September 1999 (see Ref. 6.2.3). Unless otherwise specified, sampling and analysis shall be performed using current EPA procedures and quality control. Any deviation from the above requirements must be approved in writing by the appointed QA Officer (QAO) of the applicable Engineering Field Division/Activity (EFD/A).

C.5.12.2.3. Non-Navy Projects. Accreditation requirements for laboratories performing work funded by other DoD programs, will be considered on a case by case basis, and must be approved in writing by the appointed QAO.

C.5.12.2.4 Capability Check. The Contracting Officer or designated representative retains the right to check laboratory equipment in the proposed laboratory and the laboratory technician's testing procedures, techniques, and other items pertinent to testing, for compliance with the standards set forth in this contract.

C.5.12.2.5 Test Results. Cite applicable contract requirements, tests, or analytical procedures used. Provide actual results and include a statement that the item tested or analyzed conforms or fails to conform with specified requirements. Conspicuously stamp the cover sheet for each report in large red letters "CONFORMS" or "DOES NOT CONFORM" to the specification requirements, whichever is applicable. Test results shall be signed by a testing laboratory representative authorized to certify test reports. Furnish the signed reports, certifications, and other documentation to the Contracting Officer or designated representative. Furnish a summary report of field tests at the end of each month. Attach a copy of the summary report to the last Daily Contractor Quality Control Report of each month. For test results involving environmental samples, deliverables shall be defined in the task order and/or Sampling and Analysis Plan.

C.5.13 QC CERTIFICATIONS

C.5.13.1 Contractor Quality Control Report Certification. Each Contractor Quality Control Report shall contain the following statement signed by the Project QC Manager: "On behalf of the Contractor, I certify that this report is

complete and correct, and equipment and material used and work performed during this reporting period is in compliance with the contract drawings and specifications to the best of my knowledge except as noted in this report."

C.5.13.2 Invoice Certification. Furnish a certificate to the Contracting Officer or designated representative with each payment request, signed by the Project QC Manager, attesting that as-built drawings are current and attesting that the work for which payment is requested, including stored material, is in compliance with contract requirements.

C.5.13.3 Completion Certification. Upon completion of work under a contract task order, the Project QC Manager shall furnish a certificate to the Contracting Officer or designated representative attesting that "the work has been completed, inspected, and tested, and is in compliance with the contract."

C.5.14 QC DOCUMENTATION. Maintain current and complete records of on-site and off-site QC program operations and activities.

C.5.14.1 Contractor Production Report. Production Reports are required for each day that work is performed and shall be attached to the Contractor Quality Control Report prepared for the same day (See paragraph 6.4(a)). Account for each calendar day throughout the life of the contract. The reporting of work shall be identified by terminology consistent with the construction schedule. Contractor Production Reports are to be prepared, signed, and dated by the project superintendent and shall contain the following information:

- a) Date of report, report number, name of Contractor, contract number, title and location of contract, and superintendent present.
- b) Weather conditions in the morning and in the afternoon including maximum and minimum temperatures.
- c) A list of Contractor and subcontractor personnel on the work site, their trades, employer, work location, description of work performed, and hours worked.
- d) A list of job safety actions taken and safety inspections conducted. Indicate that safety requirements have been met including the results on the following:
 - (1) Was a job safety meeting held? (If YES, attach a copy of the meeting minutes)
 - (2) Were there any lost time accidents? (If YES, attach a copy of the completed OSHA report)
 - (3) Was trenching, scaffold, high-voltage electrical, or high work done? (If YES, attach a statement or checklist showing inspection performed)?
 - (4) Was hazardous material or waste released into the environment? (If YES, attach description of incident and proposed action).
- e) A list of equipment and material received each day that is incorporated into the job.
- f) A list of construction and plant equipment on the work site including the number of hours used, idle and down for repair.
- g) Include a "Remarks" section in this report which shall contain pertinent information including directions received, problems encountered during construction, work progress and delays, conflicts or errors in the drawings or specifications, field changes, safety hazards encountered, instructions given and corrective actions taken, delays encountered, and a record of visitors to the work site.

C.5.14.2 Contractor Quality Control Report. Reports are required for each day that work is performed and for every 7 consecutive calendar days of no-work, on the last day of that no-work period. Account for each calendar day throughout the life of the contract. The reporting of work shall be identified by terminology consistent with the

construction schedule. Contractor Quality Control Reports are to be prepared, signed, and dated by the Project QC Manager and shall contain the following information:

- a) Identify the control phase and the definable feature of work.
- b) Results of the preparatory phase meetings held, including the location of the definable feature of work and a list of personnel present at the meeting. Verify in the report that for this definable feature of work, the drawings and specifications have been reviewed, submittals have been approved, materials comply with approved submittals, materials are stored properly, preliminary work was done correctly, the testing plan has been reviewed, and work methods and schedule have been discussed.
- c) Results of the initial phase meetings held, including the location of the definable feature of work and a list of personnel present at the meeting. Verify in the report that for this definable feature of work the preliminary work was done correctly, samples have been prepared and approved, the workmanship is satisfactory, test results are acceptable, work is in compliance with the contract, and the required testing has been performed, and include a list of who performed the tests.
- d) Results of the follow-up phase inspections held, including the location of the definable feature of work. Verify in the report for this definable feature of work that the work complies with the contract as approved in the initial phase, and that required testing has been performed, and include a list of who performed the tests.
- e) Results of the three phases of control for off-site work, if applicable, including actions taken.
- f) List rework items identified, but not corrected by close of business.
- g) As rework items are corrected, provide a revised rework items list along with the corrective action taken.
- h) Include a "Remarks" section in this report which shall contain pertinent information including directions received, QC problem areas, deviations from the Project QC Plan, construction deficiencies encountered, QC meetings held, acknowledgment that as-built drawings have been updated, corrective direction given by the Project QC Manager, and corrective action taken by the Contractor.
- i) Contractor Quality Control Report certification.

C.5.14.3 Testing Plan and Log. As tests are performed, the Project QC Manager shall record on the testing plan and log the date the test was conducted, the date the test results were forwarded to the Contracting Officer or designated representative, and any remarks and acknowledgment that an accredited or Contracting Officer approved testing laboratory was used. Attach a copy of the updated testing plan and log to the last daily Contractor Quality Control Report of each month.

C.5.14.4 Rework Items List. The Project QC Manager shall maintain a list of work that does not comply with the contract, identifying what items need to be reworked, the date the item was originally discovered, and the date the item was corrected. There is no requirement to report a rework item that is corrected the same day it is discovered. Attach a copy of the Contractor rework items list to the last daily Contractor Quality Control Report of each month. The Contractor shall be responsible for including on this list items needing rework including those identified by the Contracting Officer or designated representative.

C.5.14.5 As-Built Records. The Project QC Manager is required to review the as-built records required by paragraph C.2.4 to ensure that as-built records are kept current on a daily basis and marked to show deviations which have been made from the contract drawings. The Project QC Manager shall initial each deviation or revision. Upon completion of work, the Project QC Manager shall submit a certificate attesting to the accuracy of the as-built records prior to submission to the Contracting Officer or designated representative

C.6 SUBMITTALS (GENERAL STANDARDS)

C.6.1 SUMMARY. This part establishes the requirements for submittal by the Contractor for review and approval. Submittals, as required by the individual contract task orders, shall be prepared and processed using this part, including those requirements specified in other parts of Section C as being submitted in a Contract Task Order.

C.6.2 TYPES OF SUBMITTALS. Submittals include shop drawings, product data, samples, administrative and close-out submittals, and additional technical support data presented for review and approval.

C.6.2.1 Definitions. The following submittal descriptions are classified into four groupings of submittals as designated in Paragraph 7.7 entitled "Schedule of Submittal Descriptions (SD)."

a) Shop Drawings. As used in this section, drawings, schedules, diagrams, and other data prepared specifically for this contract, by the Contractor or through the Contractor by way of a subcontractor, manufacturer, supplier, distributor, or other lower tier Contractor, to illustrate a portion of the work. Types are as listed in the paragraph entitled "Schedule of Submittal Descriptions (SD)."

b) Product Data. Preprinted material such as illustrations, standard schedules, performance charts, instructions, brochures, diagrams, manufacturer's descriptive literature, catalog data, and other data to illustrate a portion of the work, but not prepared exclusively for this contract. Types are as listed in the paragraph entitled "Schedule of Submittal Descriptions (SD)."

c) Samples. Physical examples of products, materials, equipment, assemblies, or workmanship, physically identical to a portion of the work, illustrating a portion of the work or establishing standards for evaluating the appearance of the finished work or both. Types are as listed in the paragraph entitled "Schedule of Submittal Descriptions (SD)."

d) Administrative Submittals. Submittals of data for which reviews and approval will be required to ensure that the administrative requirements of the project are adequately met but not to ensure directly that the work is in accordance with the design concept and in compliance with the contract documents. Types are as listed in the paragraph entitled "Schedule of Submittal Descriptions (SD)."

e) Close-Out Documents. Submittals of data and narrative descriptions of work that will be used for close-out documentation for certain removal actions or abatement projects. Submittals may include photographs, test reports, analytical data, manifests or bills of lading. Reports must be in sufficient detail to satisfy regulatory requirements for the specific type of work.

C.6.2.2 Approving Authority. The person who is authorized to approve a submittal.

C.6.3 SUBMITTAL REGISTER. For each contract task order, submit a Submittal Register. Instructions for completion of the Government furnished Submittal Register are provided in Section C.6.8. The submittal register with columns (a), (b), (c), and (d) completed by the Contractor is designated the initial submittal register required as a part of the Project QC Plan. Additional details concerning the use of the submittal register will be explained at the pre-construction conference.

C.6.4 PROCEDURES FOR SUBMITTALS

C.6.4.1 Reviewing, Certifying, Approving Authority. The Contractor's QC organization shall be responsible for reviewing and certifying that submittals are in compliance with contract requirements. The approving authority on submittals is the Project QC Manager unless submission to the Contracting Officer is specified for the specific submittal.

C.6.4.2 Constraints

a) Submission. Submittals shall be complete for each definable feature of work; components of the definable features interrelated as a system shall be submitted at the same time.

b) Acceptability. When submittal acceptability is dependent on conditions, items, or materials included in separate subsequent submittals, the submittal will be returned without review.

c) Approval. Approval of a separate material, product, or component does not imply approval of the assembly in which the item functions.

C.6.4.3 Scheduling

a) Coordination. Coordinate preparation and processing of submittals with performance of the work so that work will not be delayed by submittal processing. Allow for potential requirements to resubmit.

b) Review Period. Except as specified otherwise, allow a review period, beginning with receipt by the approving authority, that includes at least 15 working days for submittals requiring Project QC Manager approval and 20 working days for submittals requiring Contracting Officer or designated representative approval. The period of review for submittals with Contracting Officer or designated representative approval begins when the Government receives the submittal from the Contractor's QC organization. The period of review for each resubmittal is the same as for the initial submittal.

C.6.4.4 Contractor's Responsibilities

a) Verify Field Conditions. Determine and verify field measurements, materials, field construction criteria; review each submittal; and check and coordinate each submittal with requirements of the work and contract documents.

b) Transmission. Transmit submittals to the QC organization in orderl sequence, in accordance with the submittal register, and to prevent delays in the work, delays to the Government, or delays to separate Contractors.

c) Revisions. Correct and resubmit submittal as directed by the approving authority. Direct specific attention, in writing or on resubmitted submittal, to revisions not requested by the approving authority on previous submissions.

d) Copies. Furnish additional copies of submittals when requested by the Contracting Officer or designated representative, to a limit of 20 submittals.

e) Completion of Work. Complete work which shall be accomplished as a basis of a submittal in time to allow the submittal to occur as scheduled.

f) Approval. Ensure no work has begun until submittals for that work have been returned as "approved," or "approved as noted" except to the extent that a portion of the work shall be accomplished as a basis of the submittal.

C.6.4.5 QC Organization Responsibilities

a) Receiving Date. Note the date on which the submittal was received from the Contractor on each submittal for which the Project QC Manager is the approving authority.

b) Verify Field Conditions. Determine and verify field measurements, materials, field construction criteria; review each submittal; and check and coordinate each submittal with requirements of the work and contract documents.

c) Review. Review submittals for conformance with project design concepts and compliance with the contract documents.

d) Action. Act on submittals, determining the appropriate action based on the QC organization's review of the submittal.

(1) When the Project QC Manager is the approving authority, take the appropriate action on the submittal from the possible actions defined in the paragraph entitled "Actions Possible."

(2) When the Contracting Officer or designated representative is the approving authority or when a variation has been proposed, forward the submittal to the Government with the certifying statement or return the submittal marked "not reviewed" or "revise and resubmit" as appropriate.

e) Legible. Ensure that material is clearly legible.

f) Certification Stamp. Stamp each sheet of each submittal with the Contractor's certification stamp, except that data submitted in bound volume or on one sheet printed on two sides may be stamped on the front of the first sheet only.

(1) When the approving authority is the Contracting Officer or designated representative, the QC organization will certify submittals forwarded to the Contracting Officer or designated representative with the following certifying statement:

I hereby certify that the (equipment) (material) (article) shown and marked in this submittal is that proposed to be incorporated into Contract Number _____, is in compliance with the contract drawings and specification, can be installed in the allocated spaces, and is submitted for Government approval.

Certified by Submittal Reviewer _____,
Date _____ (signature when applicable)

Certified by Project QC Manager _____,
Date _____ (signature)

(2) When the approving authority is the Project QC Manager, the Project QC Manager will use the following approval statement when returning submittals to the Contractor as "Approved" or "Approved as Noted":

I hereby certify that the (equipment) (material) (article) shown and marked in this submittal is that proposed to be incorporated into Contract Number _____, is in compliance with the contract drawings and specification, can be installed in the allocated spaces, and is approved for use.

Certified by Submittal Reviewer _____,
Date _____ (signature when applicable)

Approved by Project QC Manager _____,
Date _____ (signature)

g) Signature. Sign the certifying statement or approval statement. The person signing the certifying statements shall be the QC organization member specified in the part entitled "Quality Control" or designated in writing by the Contractor as having that authority. The signatures shall be in original ink. Stamped signatures are not acceptable.

h) Submittal Register. Update the submittal register as submittal actions occur and maintain the submittal register at the project site until final acceptance of work by the Contracting Officer or designated representative.

i) Retention. Retain a copy of approved submittals at the project site, including the Contractor's copy of approved samples.

j) Distribution. When the approving authority is the Project QC Manager, forward two copies of each approved submittal, except "samples," where one set is required, to the Contracting Officer or designated representative.

C.6.4.6 Government's Responsibilities. The following applies to the Contracting Officer or designated representative when indicated to be the approving authority:

a) Submittal Date. Note the date on which the submittal was received from the Project QC Manager, on each submittal.

b) Review. Review submittals for approval within the scheduling period specified and only for conformance with project design concepts and compliance with the contract documents.

c) Returned Submittals. Identify returned submittals with one of the actions defined in the paragraph entitled "Actions Possible" and with markings appropriate for the action indicated.

d) Distribution. Retain three copies of each submittal, except "Samples" where one copy will be retained.

C.6.4.7 Actions Possible. Submittals will be returned with one of the following notations:

a) Not Approved. Submittals marked "not reviewed" shall indicate the submittal has been previously reviewed and approved, is not required as a submittal, does not have evidence of being reviewed and approved by the Contractor, or is not complete. A submittal marked "not reviewed" shall be returned with an explanation of the reason it is not reviewed. Returned submittals deemed to lack review by the Contractor or to be incomplete shall be resubmitted with appropriate action, coordination, or change.

b) Approved. Submittals marked "approved" or "approved as submitted" authorize the Contractor to proceed with the work covered.

c) Approval as Noted. Submittals marked "approved as noted" authorize the Contractor to proceed with the work as noted provided the Contractor takes no exception to the notations.

d) Revise and Resubmit. Submittals marked "revise and resubmit" or "disapproved" indicate the submittal is incomplete or does not comply with the design concept or the requirements of the Contract documents and shall be resubmitted with appropriate changes.

C.6.5 FORMAT OF SUBMITTALS

C.6.5.1 Transmittal Form. Transmit each submittal, except sample installations and sample panels, to the office of the approving authority. Transmit submittals with a transmittal form prescribed by the Contracting Officer or designated representative. The transmittal form shall identify the Contractor, indicate the date of the submittal, and include information prescribed by the transmittal form and required in the paragraph entitled "Identifying Submittals." Process transmittal forms to record actions regarding sample panels and sample installations.

C.6.5.2 Identifying Submittals. Identify submittals, except sample panel and sample installation, with the following information permanently adhered to or noted on each separate component of each submittal and noted on the transmittal form. Mark each copy of each submittal identically, with the following:

a) Project title and location.

b) Construction contract number and contract task order.

c) The section and part number of the section by which the submittal is required.

d) The submittal description (SD) number of each component of the submittal.

e) If a resubmission, an alphabetic suffix on the submittal description, for example, SD-10A, to indicate the resubmission.

f) The name, address, and telephone number of the subcontractor, supplier, manufacturer and any other second tier Contractor associated with the submittal.

g) Product identification and location in project.

C.6.5.3 Format for Product Data

a) Presentation. Present product data submittals for each section as a complete, bound volume. Include a table of contents listing page and catalog item numbers for product data.

b) Notation. Indicate, by prominent notation, each product which is being submitted; indicate the specification section number and paragraph number to which it pertains.

c) Product Supplement. Supplement product data with material prepared for the project to satisfy submittal requirements for which product data does not exist. Identify this material as developed specifically for the project.

C.6.5.4 Format for Shop Drawings

a) Size. Shop drawings shall be not less than 8-1/2 by 11 inches or more than 30 by 42 inches.

b) Placement. Present 8-1/2 by 11 inch shop drawings as a part of the bound volume for the submittals required by the section. Present larger drawings in the sets.

c) Information. Include on each drawing the drawing title, number, date, and revision numbers and dates, in addition to the information required in Paragraph 7.5.2 entitled "Identifying Submittals."

d) Dimensions. Dimension drawings, except diagrams and schematic drawings; prepare drawings demonstrating interface with other trades to scale. Identify materials and products for work shown.

C.6.5.5 Format of Samples

a) Size. Furnish samples in the sizes below, unless otherwise specified or unless the manufacturer has prepackaged samples of approximately the same size as specified:

(1) Sample of equipment or device: Full size.

(2) Sample of materials less than 2 by 3 inches: Built-up to 8-1/2 by 11 inches.

(3) Sample of materials exceeding 8-1/2 by 11 inches: Cut down to 8-1/2 by 11 inches and adequate to indicate color, texture, and material variations.

(4) Sample of linear devices or materials, such as conduit and handrails: 10-inch length or length to be supplied, if less than 10 inches.

(5) Sample of non-solid materials (e.g., sand, paint, etc.): One pint, unless specified otherwise in technical sections.

(6) Sample panel: 4 feet by 4 feet.

(7) Sample installation: 100 square feet.

b) Range of Variation. Samples showing range of variation: Where unavoidable variations must be expected, submit sets of samples of not less than three units showing the extremes and middle of the range.

c) Reusable Samples: Incorporate returned samples into the work only if so specified or indicated. Incorporated samples shall be in undamaged condition at the time of use.

d) Recording of Sample Installation: Note and preserve the notation of the area constituting the sample installation but remove the notation at the final cleanup of the project.

e) Color, Texture, or Pattern: When specified in naming a particular manufacturer and style, include one sample of that manufacturer and style for comparison.

C.6.5.6 Format of Administrative Submittals

a) Reference Document. When the submittal includes a document which is to be used in the project or become a part of the project record, other than as a submittal, do not apply the Contractor's approval stamp to the document, but to a separate sheet accompanying the document.

b) Operation and Maintenance Manual Data: Submit in accordance with the Contract Task Order.

C.6.6 QUANTITY OF SUBMITTALS

C.6.6.1 Number of Copies of Product Data

a) Submit six copies of submittals of product data requiring review and approval only by the QC organization and seven copies of product data requiring review and approval by the Contracting Officer.

C.6.6.2 Number of Copies of Shop Drawings

a) For shop drawings presented on sheets larger than 8-1/2 inches by 14 inches, submit one reproducible and three prints of each shop drawing prepared for this project.

(1) Transmit reproducible rolled in mailing tubes.

(2) After review, the approving authority will retain the prints and return only the reproducible with notations resulting from the review.

b) For shop drawings presented on sheets 8-1/2 inches by 14 inches or less, conform to the quantity requirements for product data.

C.6.6.3 Number of Samples

a) Submit two samples, or two sets of samples showing range of variation, of each required item. One approved sample or set of samples will be retained by the approving authority and one will be returned to the Contractor.

b) Submit one sample panel. Include components listed in the technical section or as directed.

c) Submit one sample installation, where directed.

d) Submit one sample of non-solid materials .

C.6.6.4 Number of Copies of Administrative Submittals

a) Unless otherwise specified, submit administrative submittals which are 8-1/2 inches by 14 inches or smaller in the quantity required for product data.

b) Unless otherwise specified, submit administrative submittals larger than 8-1/2 inches by 14 inches in the quantities required for shop drawings.

C.6.7 SCHEDULE OF SUBMITTAL DESCRIPTIONS (SD)

a) SD-01, Data: Submittals which provide calculations, descriptions, or other documentation regarding the work

b) SD-02, Manufacturer's Catalog Data: Data composed of catalog cuts, brochures, circulars, specifications, and product data, and printed information in sufficient detail and scope to verify compliance with requirements of the contract documents. A type of product data.

c) SD-03, Manufacturer's Standard Color Charts: Preprinted illustrations displaying choices of color and finish for a material or product. A type of product data.

d) SD-04, Drawings: Submittals which graphically show relationship of various components of the work, schematic diagrams of systems, detail of fabrications, layout of particular elements, connections, and other relational aspects of the work. A type of shop drawing.

e) SD-05, Design Data: Design calculations, mix designs, analyses, or other data, written in nature and pertaining to a part of the work. A type of shop drawing.

f) SD-06, Instructions: Preprinted material describing installation of a product, system, or material, including special notices and material safety data sheets, if any, concerning impedance's, hazards, and safety precautions. A type of product data.

g) SD-07, Schedules: A tabular list of data or tabular list including location, features, or other pertinent information regarding products, materials, equipment, or components to be used in the work. A type of shop drawing.

h) SD-08, Statements: A document, required of the Contractor, or through the Contractor by way of a supplier, installer, manufacturer, or other lower tier Contractor, the purpose of which is to further the quality or orderly progression of a portion of the work by documenting procedures, acceptability of methods or personnel, qualifications, or other verification of quality. A type of shop drawing.

i) SD-09, Reports: Reports of inspection and laboratory test, including analysis and interpretation of test results. Each report shall be properly identified. Test methods used and compliance with recognized test standards shall be described.

j) SD-10, Test Reports: A report signed by an authorized official of a testing laboratory that a material, product, or system identical to the material, product, or system to be provided has been tested in accordance with requirements specified by naming the test method and material. The test report must state the test was performed in accordance with the test requirements; state the test results; and indicate whether the material, product, or system has passed or failed the test. Testing must have been within 3 years of the effective date of award of the contract task order. A type of product data.

k) SD-11, Factory Test Reports: A written report which includes the findings of a test required to be performed by the Contractor on an actual portion of the work or prototype prepared for this project before it is shipped to the job site. The report must be signed by an authorized official of a testing laboratory and must state the test was performed in accordance with the test requirements; state the test results; and indicate whether the material, product, or system has passed or failed the test. A type of shop drawing.

l) SD-12, Field Test Reports: A written report which includes the findings of a test made at the job site, in the vicinity of the job site, or on a sample taken from the job site, or on a portion of the work, during or after installation. The report must be signed by an authorized official of a testing laboratory or agency and must state the test was performed in accordance with the test requirements; state the test results; and indicate whether the material, product, or system has passed or failed the test. A type of shop drawing.

m) SD-13, Certificates: Statements signed by responsible officials of a manufacturer of a product, system, or material attesting that the product, system, or material meets specified requirements. The statements must be dated after the award of this contract, name the project, and list the specific requirements which it is intended to address. A type of shop drawing.

n) SD-14, Samples: Samples, including both fabricated and unfabricated physical examples of materials, products, and units of work as complete units or as portions of units of work. A type of sample.

o) SD-15, Color Selection Samples: Samples of the available choice of colors, textures, and finishes of a product or material, presented over substrates identical in texture to that proposed for the work. A type of sample.

p) SD-16, Sample Panels: An assembly constructed at the product site in a location acceptable to the Contracting Officer or designated representative and using materials and methods to be employed in the work; completely finished; maintained during construction; and removed at the conclusion of the work or when authorized by the Contracting Officer or designated representative. A type of sample.

q) SD-17, Sample Installations: A portion of an assembly or material constructed where directed and, if approved, retained as a part of the work. A type of sample.

r) SD-18, Records: Documentation to ensure compliance with an administrative requirement or to establish an administrative mechanism. A type of administrative and close-out submittal.

s) SD-19, Operation and Maintenance Manuals: Data intended to be incorporated in an operations and maintenance manual. A type of administrative and close-out submittal.

C.6.8 SUBMITTAL REGISTER INSTRUCTIONS

C.6.8.1. Submittal Register. Use a submittal register form for the project's submittal register and to track progress of submittals as they are processed. Users may arrange Parts "A" and "B" side-by-side in a three-ring notebook.

a) Submittal Register Form Columns (a) through (e). The Government will supply submittal register forms, via CD ROM, with columns (a) through (e) completed to the extent that will be required by the Government. Consider these forms as being for convenience only. Correct variations from requirements shown in specification sections; ensure submittal register conforms to specification sections.

1) Column (a): Lists each specification section in which a submittal is required.

2) Column (b): Lists each submittal description (SD number and type (e.g., SD-04, Drawings) required in each specification section. Follow each submittal description with the list of material or products to be addressed in each submittal description.

3) Column (c): Lists one principal paragraph in the specification section where a material or product is specified. This listing is only to facilitate submittal reviews. Do not consider entries in column (c) as limiting project requirements; do not consider that a blank must be filled in by Contractor or the Government.

4) Column (d): Indicates approving authority for each submittal. A "G" indicates approval by Contracting Officer or designated representative; a blank indicates approval by QC manager.

5) Column (e): Indicates, for submittals to be approved by Contracting Officer or designated representative, specific reviewers other than QC organization. This column may or may not be filled out on the copy supplied by the Government.

b) Submittal Register Form Columns (f) through (i). Columns (f) through column (i) will be used by the Contractor, QC organization, and Government on their own copies to record data established by the Contractor.

1) Column (f): As submittals are processed, list a consecutive number assigned by Contractor for each group of submittals. Place this same number in the appropriate block of "Submittal Transmittal Form." For a resubmission, repeat transmittal control number of the original submittal with a suffix; e.g., No. "100B" is the second resubmission of material originally transmitted under No. "100."

2) Column (g): List dates scheduled for approving authority to receive submittals. These dates are the scheduled beginnings of the submittal review period. The Contractor proposes these dates and the Contracting Officer or designated representative approves them to establish the approved submittal register.

3) Columns (h) and (i): Use to record Contractor's review when forwarding submittals to the QC organization.

c) Submittal Register Form Columns (j) through (o). Columns (j) through column (o) will be used by the contractor, QC organization, and Government on their own copies, as described below.

C.6.8.2 Contractor's Responsibilities:

a) Column (j): Enter date submittal is delivered to QC organization if QC manager is approving authority or to the Government via QC organization if contracting Officer or designated representative is approving authority.

b) Columns (k) and (l): No entries are required on Contractor's copy.

c) Columns (m) and (n): Enter action and date of action by approving authority as shown on returned submittal.

d) Column (o): Enter date Contractor receives on acted-on submittal.

C.6.8.3 QC Organization Responsibilities:

a) Column (j): Enter date QC organization receives submittal from Contractor.

b) Columns (k) and (l): If approving authority is Contracting Officer or designated representative, enter date QC organization forwards certified submittal to Contracting Officer or designated representative.

c) Columns (m) and (n): If approving authority is Contracting Officer or designated representative, enter the Government action and date of action as shown on returned submittal. If approving authority is QC manager, enter QC action and date of action.

d) Column (o): Enter date QC organization returns submittal to Contractor, regardless of who is approving authority. If QC manager is approving authority, the date the submittal is returned to Contractor is also the date the information copy is forwarded to the Government.

C.6.8.4 Government Responsibilities

a) Column (j): When Contracting Officer or designated representative is approving authority, enter date submittal is received from QC organization.

b) Columns (k) and (l): When Contracting Officer or designated representative is approving authority, enter date submittal is routed or received from specialized reviewer, such as fire protection engineer or architect-engineer.

c) Columns (m) and (n): When approving authority is Contracting Officer or designated representative, enter the Government action and date of action. When approving authority is QC organization, enter QC manager action and date of action, as indicated on information copy forwarded by QC organization.

d) Column (o): When Contracting Officer or designated representative is approving authority, enter date submittal is returned to Contractor via QC organization.

C.7 ENVIRONMENTAL DATA MANAGEMENT AND REQUIRED ELECTRONIC DELIVERY STANDARDS

C.7.1 SPATIAL DATA STANDARDS

The Tri-Service Spatial Data Standards (TSSDS) shall be used on all CADD and GIS graphics deliverables. These standards have been established for all Department of Defense agencies and the standards include symbols for all aspects of Facilities Management and Military Operations and include symbols for Environmental Restoration and Compliance. Spatial data deliverables are required for all site investigation, site assessment, site verification, remedial investigation, and confirmation sampling activities.

C.7.2 LABORATORY ELECTRONIC DELIVERABLES

Laboratory electronic deliverables are required for data collected during remediation activities including confirmatory sampling, sampling during the start-up and operation of treatment systems (soil vapor extraction, air sparging, ground water extraction and treatment, etc.) and waste characterization (investigation-derived waste (IDW), construction-generated waste, and other materials or wastes) for on-site or off-site treatment/disposal. Additional information about electronic data deliverables will be provided in the specific contract task orders.

C.7.3 CONTROL INFORMATION

C.7.3.1 Controls. Horizontal and vertical control information for both graphic and non-graphic information are as follows:

a) Horizontal Controls: Mercator projection, GRS 80, State Plane Coordinate System, North American Datum 1983, Lambert Zones 1 through 6 (or appropriate zone for region to be mapped), feet.

b) Vertical Controls: Mean Sea Level, North American Vertical Datum, 1988.

C.7.4 DELIVERY REQUIREMENTS

C.7.4.1 Definition. All contractors tasked with environmental management, monitoring, investigation or restoration projects which result in the acquisition of new data or in the confirmation of existing data shall be required to submit the data in accordance with the standards identified in paragraph 4.1 and shall be required to deliver electronic copies of the information to the Contracting Officer or designated representative.

C.7.4.2 Media. The delivery media shall be CD ROM.

GENERAL REQUIREMENTS DESCRIPTION

Description: This acquisition is an Indefinite Delivery/Indefinite Quantity (IDIQ), Environmental Multiple Award contract (EMAC) for environmental Remedial Action Operation (RAO)/Long Term Management (LTM) Multiple Award Contract (MAC). The Contractor shall provide all labor, management, supervision, tools, material, and equipment to perform all services described in the specification for each task order. The contract will be awarded to a maximum of five (5) contractors. The contract performance period will be for a base year plus four option years (60 months) with a maximum not to exceed (NTE) dollar value of \$80 million for the total aggregate of all years. Individual task orders may range from \$100,000 to \$5,000,000. **The minimum guarantee for this contract is \$5,000 for the life of the contract and will be satisfied with the issuance of a task order, except that the minimum guarantee**

requirement for one contractor will be satisfied with the simultaneous award of the seed project via Task Order 0001 with the base contract.

Seed Project Information: The statement of work (SOW) for the Proposed Task Order (PTO),) is for performing a Non-Time Critical Removal Action (NTCRA) at the Joint Expeditionary Base Little Creek. (Section B.11) is representative of the types of projects that may be procured through this contract. The successful contractor shall provide all labor, supervision, engineering, materials, equipment tools, parts, supplies, transportation and management services necessary to perform the work as described in the request for proposal (RFP).

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

The Contractor shall perform on the site, and with its own organization, work equivalent to at least fifteen percent (15%) of the total contract. This percentage may be reduced by a supplemental agreement to this contract, if , during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

SECTION D - PACKAGING AND MARKING

The following have been modified:

SECTION D PACKAGING AND MARKIN

D1 Preparation for Delivery:

(a) All material to be delivered hereunder shall be afforded the degree of packaging (preservation and packing) required to prevent deterioration and damages due to the hazards of shipment, handling and storage. Best commercial practice will be accepted.

(b) Preservation, packaging and packing shall be in accordance with ASTM Designation D3951-88, "Standard Practice for Commercial Packaging", current version.

D2 Marking of Shipment:

(a) The contractor shall mark all shipments under this contract in accordance with MIL-STD-129, Marking for Shipment and Storage, current version.

(b) Each shipment of material and/or data shall be clearly marked to show the following information:

MARK FOR: Contract Number _____
Contract Task Order Number
Item Number

Destinations to be provided at time contract task orders are issued.

D3 Prohibited Packing Materials:

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

D4 Caution Markings for Items Made of Asbestos and Containing Asbestos:

In accordance with 29 CFR 1910.1001, the following caution labels shall be placed on all products containing asbestos fibers or to their containers, for all items containing asbestos in a form that can be inhaled.

D5 Classified Matter:

Classified Matter, if applicable, will be packed and shipped in accordance with transmission instructions contained in the "Industrial Security Manual for Safeguarding Classified Information" and Applicable Security Requirements Guide.

CAUTION

CONTAINS ASBESTOS FIBERS

AVOID CREATING DUST

BREATHING ASBESTOS DUST CAN CAUSE SERIOUS BODILY HARM

*** The Above label shall be printed in letters of sufficient size as to readily visible and legible**

SECTION G - CONTRACT ADMINISTRATION DATA

The following have been modified:

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

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

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

To be completed with each task order

(Contracting Officer: Insert applicable document type(s). Note: If a “Combo” document type is identified but not supportable by the Contractor's business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

(Contracting Officer: Insert inspection and acceptance locations or “Not applicable”.)

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	_____
Issue By DoDAAC	_____
Admin DoDAAC	_____
Inspect By DoDAAC	_____
Ship To Code	_____
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	_____
Service Acceptor (DoDAAC)	_____
Accept at Other DoDAAC	_____
LPO DoDAAC	_____
DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	_____

(*Contracting Officer: Insert applicable DoDAAC information or “See schedule” if multiple ship to/acceptance locations apply, or “Not applicable.”)

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

(Contracting Officer: Insert applicable email addresses or "Not applicable.")

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

(Contracting Officer: Insert applicable information or "Not applicable.")

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

G.1 CONTRACT ADMINISTRATION

This solicitation will result in the award of **five (5) contracts**. Upon award of this contract, Contract Administration shall be assigned to the following Facilities Contracting Department:

Commander, NAVFAC Mid-Atlantic
Naval Facilities Engineering Command (NAVFAC)
Hampton Roads IPT Acquisitions Office
Bldg. Z-140, Room 114
9324 Virginia Ave.
Naval Station Norfolk, VA 23511-3095

G.2 RELEASE OF CLAIMS

The contractor shall, with the final invoice for each task order, provide a release of claims worded similar to the following:

The undersigned Contractor does, and by the receipt of said sum shall for itself, its successors and assigns, remise, release and forever discharge the Government, its officers, agents, and employees, of and from all liabilities, obligations and claims whatsoever in law and in equity under or arising today out of said contract.

SECTION I - CONTRACT CLAUSES

The following have been modified:

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$5,000.00** the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$750,000.00;

(2) Any order for a combination of items in excess of \$2,500,000.00; or

(3) A series of orders from the same ordering office within **15** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **15** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

5252.228-9305 NOTICE OF BONDING REQUIREMENTS (DEC 2000)

Within **15 days** of **receipt of a task order requiring bonds**, the bidder/offeror to whom the award is made shall furnish the following bond(s) each with satisfactory security:

A Performance Bond (Standard Form 25). The performance bond shall be in a penal sum equal to 100% percent of the contract price.

A Payment Bond (Standard Form 25A). The payment bond shall be in a penal sum equal to 100% of the contract price.

Any surety company holding a certificate of authority from the Secretary of Treasury as an acceptable Surety on Federal bonds will be accepted. Individual sureties will be permitted as prescribed in FAR 28.203 and FAC 5252.228-9300. Alternative types of security in lieu of furnishing sureties on performance and/or payment bonds will be permitted as prescribed in FAR 28.204, and will be held for at least one year after the completion of the contract. Additional bond security may be required as prescribed in FAR 52.228-2. Bonds shall be accompanied by a document authenticating the agent's authority to sign bonds for the surety company.

The contract time for purposes of fixing the completion date, default and liquidated damages shall begin to run **15 days** from the date of award, regardless of when performance and payment bonds or deposits in lieu of surety are executed.

5252.246-9303 CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES ALT I (APR 1999)

The Contractor shall perform all of the contract requirements. The Government will inspect and assess Contractor performance in accordance with FAR 52.246-4, INSPECTION OF SERVICES – FIXED PRICE and the Section E provision entitled GOVERNMENT PERFORMANCE ASSESSMENT. The Government will require re-performance, withhold payment, or seek other suitable consideration for unsatisfactory or non-performed work. When defects can't be corrected by re-performance, the Government may reduce the price to reflect the reduced value of services performed.

(a) **PROCEDURES.** In the case of unsatisfactory or nonperformed work, the Government:

(1) may give the Contractor written notice of observed deficiencies prior to withholding payment for unsatisfactory or non-performed work and/or assisiting liquidated damages. Such written notice shall not be a prerequisite for withholding payment for nonperformed work. The Government may specify, as provided for below, that liquidated damages can be assessed against the Contractor. Such liquidated damages are to compensate the Government for administrative costs and other expenses resulting from the unsatisfactory or nonperformed work.

(2) may, at its option, allow the Contractor an opportunity to re-perform the unsatisfactory or nonperformed work, at no additional cost to the Government. In the case of daily work, corrective action must be completed within two hours of notice to the Contractor. In the case of other work, corrective action must be completed within four hours of notice. In addition, the Government can assess liquidated damages, as referenced above, in the amount of fifteen percent of the value of all observed defects. The original inspection results of the Contractor's work will not be modified upon re-inspection. However, the Contractor will be paid for satisfactorily re-performed work.

(3) shall withhold from the Contractor's invoice all amounts associated with the unsatisfactory or nonperformed work at the prices set out in the Schedule or provided by other provisions of this contract, unless the Contractor is required to re-perform and satisfactorily complete the work. In addition, the Government can assess liquidated damages, as referenced above, in the amount of fifteen percent of the value of all observed defects.

(4) may, at its option, perform the work by Government personnel or by other means. The Government will reduce the amount of payment to the Contractor, by the amount paid to any Government personnel (based on wages, retirement and fringe benefits) plus material, or by the actual costs incurred to accomplish the work by other means. If the actual costs cannot be readily determined, the prices set out in the Schedule will be used as the basis for the deduction. In addition, the Government can assess liquidated damages, as referenced above, in the amount of fifteen percent of the computed cost.

(b) The Contractor is responsible for maintaining an effective Quality Control Program during the course of the contract. Failure to maintain adequate quality control may result in Termination for Default.

(c) Re-performance by the Contractor does not waive the Government's right to terminate for nonperformance in accordance with FAR clause 52.249-8, "DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)" of Section I and all other remedies for default as may be provided by law.

(5) Computations of the costs for Government employees to perform work not performed by the Contractor shall be in conformance with FAR 52.222-42, "STATEMENT OF EQUIVALENT RATE FOR FEDERAL HIRES."

(End of clause)

The following have been deleted:

52.249-1	Termination For Convenience Of The Government (Fixed Price) (Short Form)	APR 1984
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Apr 2012) - Alternate I	SEP 1996
252.232-7001	Disposition Of Payment	DEC 1991
5252.236-9310	Record Drawings	OCT 2004

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

The following have been deleted:

52.227-6

Royalty Information

APR 1984

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

The following have been added by full text:

EVALUATION FACTORS FOR AWARD**EVALUATION FACTORS FOR AWARD**

1. The solicitation requires the evaluation of price and the following non-price factors:

Factor 1– Recent, Relevant Experience of the Firm

Factor 2 – Management Approach

Factor 3 – Safety

Factor 4 – Past Performance

The distinction between relevant experience and past performance is relevant experience pertains to the types of work and volume of work completed by a contractor that are comparable to the types of work covered by this requirement, in terms of size, scope, and complexity. Past performance relates to how well a contractor has performed.

2. The relative order of importance of the non-cost/price evaluation factors is the technical Factors 1, 2 and 3 are of equal importance to each other and, when combined are equal in importance to the past performance evaluation/performance confidence assessment factor, Factor 4. When the proposal is evaluated as a whole, the technical factors and past performance/performance confidence assessment factor combined (i.e., the non-cost/price evaluation factors) are approximately equal to price.

The importance of price will increase if the Offerors' non-cost/price proposals are considered essentially equal in terms of overall quality, or if price is so high as to significantly diminish the value of a non-cost/price proposal's superiority to the Government. Award will be made to the responsible Offeror(s) whose offer conforms to the solicitation and represents the best value to the Government, price and non-price factors considered.

3. Basis of Evaluation and Submittal Requirements for Each Factor.

(a) **PRICE**

a. Solicitation Submittal Requirements.

Offeror will complete and submit the following: one (1) original and one (1) copy of the price proposal in three-ring binders and clearly marked as the price proposal. In addition to providing hard copies of the price proposal, offerors shall provide one (1) electronic copy of the price proposal on a non-rewritable CD in Microsoft Excel format. Offerors are advised that in the event of a discrepancy between pricing information contained on the CD and the hard copy, the hard copy will govern. Each copy of the price proposal shall include a separate tab for each item specified below:

- Tab #1 - Cover letter, forwarding the proposal
- Tab #2 - SF 33, Solicitation, Offer, and Award, signed and dated in Blocks #17 and #18.
- Tab #3 - Pricing Information
- Tab #4 - Copy of Contractor Representations and Certifications From On-Line Representations and Certifications Application (ORCA)
- Tab #5 - The Federal Contractor Veterans' Employment Report (VETS-100 Annual Report)
- Tab #6 - If offeror is proposing as a Joint Venture and/or Mentor-Protégé, offeror shall provide a copy of the Joint Venture Agreement and/or Mentor-Protégé Agreement with its proposal under this tab. The Mentor-Protégé Agreement shall have prior approval by the Small Business Administration.

b. Basis of Evaluation.

The Government will evaluate price based on prices submitted for the "Seed Project" contained in solicitation. The Government intends to award the seed project via Task Order 0001 to the successful offeror determined to be most advantageous to the Government, cost and technical factors considered; furthermore, up to four additional offerors may simultaneously receive an award for the underlying EMAC contract.

In accordance with FAR 15.404-1, Proposal Analysis Techniques, analysis will be performed by one or more of the following techniques to ensure a fair and reasonable price.

- (1) Comparison of total proposed prices received in response to the solicitation;
- (2) Comparison of proposed prices received in response to the solicitation to the Independent Government Estimate;
- (3) Comparison of proposed prices received in response to the solicitation with available historical information;
- (4) Comparison of proposed prices received in response to the solicitation with market research;

- (5) Analysis of separately priced line items or subline items to determine if prices are unbalanced despite an acceptable total evaluated price; and,

(b) NON-PRICE FACTORS:

General Technical Proposal Submittal Requirements: Submit one (1) original and three (3) copies of the technical proposal in three-ring binders [total of four (4) copies], clearly marked as the technical proposal, and tabbed appropriately. In addition to providing hard copies of the technical proposal, offerors shall provide one (1) electronic copy of the technical proposal on a non-rewritable CD.

Technical proposals shall be submitted in 8-1/2 x 11 format; font size no smaller than 12 Times New Roman, limited to 100 single-sided pages, inclusive of all charts, resumes, forms and other documentation responsive to the solicitation requirements.

Price proposals are not part of the 100 page limitation. Pages exceeding the 100 single-sided page maximum page limitation shall not be considered during evaluation of the proposal.

No pricing shall be included in the technical proposal.

The technical proposal shall include a cover page that provides: name and address of the prime contractor, DUNS number, CAGE Code and the name, title, email, phone and fax number of authorized representative.

The technical proposal shall include submittals for each technical factor as specified in SECTION M.

The following have been deleted:

52.216-27	Single or Multiple Awards	OCT 1995
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The following were previously included by full text and are now included by reference:

52.222-23	Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction	FEB 1999
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SECTION M - EVALUATION FACTORS FOR AWARD

The following have been added by full text:

BASIS FOR AWARD

1. The Government reserves the right to eliminate from consideration for award any or all offers at any time prior to award of the contract; to negotiate with offerors in the competitive range; and to award

the contract to the offeror submitting the proposal to represent the best value—the proposal most advantageous to the Government, price and other factors considered.

2. As stated in the solicitation, the Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. In addition, if the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

3. The tradeoff process is selected as appropriate for this acquisition. The Government considers it to be in its best interest to allow consideration of award to other than the lowest priced offeror or other than the highest technically rated offeror.

4. As stated in the solicitation, all technical factors when combined are of equal importance to the performance confidence assessment (past performance) rating; and all technical factors and the performance confidence assessment (past performance) rating, when combined are approximately equal to price.

5. Any proposal found to have a deficiency in meeting the stated solicitation requirements or performance objectives will be considered ineligible for award, unless the deficiency is corrected through discussions. Proposals may be found to have either a significant weakness or multiple weaknesses that impact either the individual factor rating or the overall rating for the proposal. The evaluation report must document the evaluation board's assessment of the identified weakness(s) and the associated risk to successful contract performance resulting from the weakness(s). This assessment must provide the rationale for proceeding to award without discussions.

Factor 1, Recent, Relevant Experience of the Firm:

Definitions and qualifying information:

- a. "Relevant experience" pertains to the type of work completed by an offeror that is relevant to the project requirements as set out in the subject RFP. Generally, projects submitted will be considered "relevant" if they are for similar services or types of work as required by the RFP, and are comparable to the subject project in terms of project size, scope, and complexity (ranging from \$100,000 to \$5,000,000). Projects offered as "relevant experience" will be determined to be "not relevant" if they evidence little or no similarity to the services or types of work required by the RFP and are not comparable in terms of project size, scope, and complexity. Note that once a relevancy determination is made, a further delineation regarding the "degree" of relevancy for the projects offered may be made by reviewing officials.

Further "degrees" of relevancy for the projects determined to be relevant will be as follows:

Highly Relevant: Past/present project offered as relevant corporate experience involved essentially the same effort as the project required by the current RFP in terms of size, scope, and complexity

Moderately Relevant: Past/present project offered as corporate experience involved much of the same effort, although not identical, as the project required by the current

RFP in terms of the size, scope, and complexity

Minimally Relevant: *Past/present project offered as relevant corporate experience involved some of the same effort as the project required by the current RFP in terms of the size, scope, and complexity.*

- b. A “project” is defined as a single function contract or task order under an indefinite quantity or on-call contract.
- c. The term “substantially complete” shall mean that more than 80% of the project has been performed.
- d. “Within the past five (5) years” shall mean from the date of the submission to five (5) years prior.
- e. “Long Term Management” (LTM) occurs when the selected remedy has achieved the cleanup goals (possibly done under the remedial action or RAO phase) and the hazardous substances remain at the site above levels that would allow unlimited use and unrestricted exposure. LTM may include long term monitoring, implementation and/or management of land use controls (LUCs), maintenance of the final remedy, and preparation of the five year review.
- f. “Remedial Action Construction” (RAC) is the phase of the CERCLA process where the site remedy is constructed either as an interim or final action. This phase may include the construction of various soil, sediment and or groundwater remediation systems the function as containment (e.g. soil cover, RCRA cap, slurry wall, pump & treat systems); in-situ treatment (e.g. natural attenuation, soil vapor extraction, enhanced bio-remediation, air sparging) or ex-situ treatment (air stripping, constructed wetlands, off site disposal, stabilization, solidification)
- g. “Remedial Action Operation” (RAO) is the phase of the CERCLA process when the remediation system (possibly constructed under the remedial action phase) is in place and is operating, or the chemical or biological processes are occurring leading to the cleanup objective. RAO may include active remediation, monitoring, operation, and optimization for extended periods of time to reduce contaminants to site cleanup standards; along with the implementation and management /maintenance of Land Use Controls (LUCs).
- h. “Relevant Remedial Action Construction” (RAC) projects means work performed similar to the types of work and volume of work as defined under Remedial Action Construction (RAC) completed or been substantially completed within the past five (5) years by the offeror that are comparable to the types of work covered by this RFP in terms of size, scope and complexity. Each individual RAC task order will typically range from \$100,000 to \$5,000,000.
- i. “Relevant Remedial Action Operation” (RAO) projects means work performed similar to the types of work and volume of work as defined under Remedial Action Operation (RAO) completed or been substantially completed within the past five (5) years by the offeror that are comparable to the types of work covered by this RFP in terms of size, scope and complexity. Each individual RAO task order will typically range from \$100,000 to \$1,000,000 annually.

- j. “Relevant Long Term Management” (LTM) projects means work performed similar to the types of work and volume of work as defined under Long Term Management (LTM) completed or been substantially completed within the past five (5) years by the offeror that are comparable to the types of work covered by this RFP in terms of size, scope and complexity . Each individual LTM task order will typically range from \$100,000 to \$500,000 annually.

(i) Solicitation Submittal Requirements.

(1) Submit two (2) relevant Remedial Action Construction (RAC) projects, two (2) relevant Remedial Action Operation (RAO) projects and two (2) relevant Long Term Management (LTM) projects. The offeror shall submit a total of six (6) projects. The offeror should submit projects that best demonstrate offeror’s or team’s relevant environmental services experience to the RFP requirements may be submitted. Projects must have been completed or substantially completed within the last five (5) years. Offeror (OR YOUR TEAM member) must have been the prime contractor for each project.

At least one (1) Remedial Action Construction project submitted must be \$2,500,000 or above, at least one (1) Remedial Action Operation project submitted must be \$400,000 annually or above, and at least one (1) Long-Term Management project submitted must be \$100,000 annually or above. Failure to submit at least one (1) Remedial Action Construction project \$2,500,000, one (1) Remedial Action Operation project \$400,000 annually or above, and at least one (1) Long-Term Management project \$100,000 annually or above, will result in the offeror receiving an Unacceptable rating for Factor 1, Recent, Relevant Experience of the Firm.

(2) Complete the “Relevant Experience Individual Project Data Sheet” (**Attachment D**) for each project. Each Project Data Sheet package may not be longer than six (6) pages in length.

(3) Complete and submit a “Relevant Experience Project Checklist” (**Attachment E**) that covers all of the relevant projects submitted for this factor. This Checklist will serve as the contractor’s self-assessment of the type of services contained in each of the

relevant projects. This Checklist does not count towards the total page restriction for Project Data Sheets. LTM Reports developed in accordance with CERCLA requirements should also be annotated on the “Relevant Experience Project Checklist.”

(5) Joint venture offers must include two projects performed by the joint venture as existing OR relevant projects from each firm comprising the joint venture. The Small Business Administration (SBA) determines the validity of a joint venture under an 8(a) Program.

(6) Proposals submitted by Prime/Subcontractor teams must include at least one project performed by each subcontractor.

(7) Projects may include work with federal, state, or local governments, as well as private industry. Firms are responsible for providing project description and applicable experience in sufficient detail to permit evaluation of project relevancy.

(ii) Basis of Evaluation.

- (1) The Government’s evaluation will assess the contractor’s recent (within

the past five years) and relevant experience with respect to size, scope, and complexity.

(2) Projects submitted by Joint Ventures in which the joint venture partners performed together (either as joint venture partners or in a prime-sub relationship), will be given more weight than submitted projects in which the Joint Venture firms did not perform together.

(3) Higher ratings **may** be given for demonstration of the following:

- a) Offeror's (and team members) demonstrated knowledge and experience with projects in NAVFAC Mid- Atlantic in terms of codes, specific state & federal environmental regulations, laws, permit requirements, construction materials, general practices, topography and subsurface conditions, etc.
- b) Specific type of RAC/RAO/LTM work: While there are many examples of environmental restoration RAC/RAO/LTM work, the following specific types of environmental restoration RAC/RAO/LTM types are deemed more important to this RFP than others. Therefore, ensure that you provide your firm's (and team members) experience, if any, in the following types of work, which are listed in descending order of importance (weight).
 1. Treatment plant operation & optimization: Provide experience with the operation and optimization of groundwater (especially complex, multiple treatment trains) treatment facilities including operating, maintaining, monitoring, repairing and incidental construction support. Provide the size, duration and yearly operation and maintenance cost of the treatment facility, and task order or contract pricing. Optimization experience shall include optimizing equipment performance, monitoring requirements and overall system protectiveness (containment of site plume, etc). Include significant recommendations (alternate technologies, studies, groundwater modeling efforts) and how they were incorporated into the facilities' operation in order to reduce costs or improve protectiveness. Provide experience with RAO/LTM systems start up and shut down support including the transition of the facility to other parties for operation and maintenance
 2. Site management & remedy maintenance: Experience with site management and maintenance including, but not limited to, protection of human health and the environment, site security, disposal of investigation derived wastes, decommissioning of wells, sampling, and construction support required for ensuring the protection of an existing remedy (i.e. installation of fencing, landfill maintenance and erosion control, provision of warning signs)
 3. Technical Reports: Experience with the preparation of RAO/LTM technical reports (i.e. annual reports, Operation and Maintenance Manuals, site sampling results reports, 5 year review reports) for each site noted above.
- c) Offerors (and team members) shall demonstrate experience working multiple projects simultaneously typical of those ordered by indefinite delivery/indefinite type contracts.

Factor 2, Management Approach:

(i) Solicitation Submittal Requirements.

(1) Submit a narrative that discusses the following topics: Describe the Offeror's ability to manage multiple projects simultaneously. Address how offeror will provide labor, materials, equipment, subcontractors, and project management for sites. Offerors demonstrating ability to manage projects with limited field seasons and challenging locations *may* receive higher ratings. Examples may include work in severe weather conditions, remote locations, and/or within required regulatory limitations due to natural habitat, migratory or mating seasons, endangered species, or other similar protection measures as may have been imposed by federal, state, or local governments. Offeror information provided shall not exceed five (5) pages total.

(2) Indicate the type and percentage of work the Offeror will self-perform on the "Contractor Self-Performance Certification and Notification of Subcontracting" for (**Attachment G**). Offeror must meet the requirements of FAR 52.219-14, Limitation on Subcontracting. Explain how you will manage your subcontracts under multiple projects at varying locations. Information provided shall not exceed three (3) pages.

(3) Discuss general quality control procedures, identifying how Remedial Action Construction, Remedial Action Operation and Long-Term Management quality will be managed and maintained. Explain how you will manage and control the three phases of the Quality Control Program (preparation phase, initial phase, follow-up phase) to assure a highly performing QC program is provided. Discuss how you define the activities for which the three phases of control are performed, and discuss the actual inspection activities and documentation of inspections at each phase. Information provided shall not exceed five (5) pages.

(4) Provide documentation that a safety program is in place that meets the requirements of the most recent US Army Corps of Engineers Safety and Health Requirements Manual, EM-385-1-1 and OSHA 29 CFR 1910.120, Hazardous Waste Operations and Emergency Response. Information shall not exceed three pages.

(ii) Basis of Evaluation.

(1) The evaluation will consist of an assessment of a firm's ability to manage multiple projects at various sites.

(2) Evaluating contract management will also include assessing a firm's quality control procedures and proposed subcontractor management practices.

(3) Higher ratings may be given for demonstration of the following:

- Demonstrated ability to manage projects with limited field seasons at various times of the year and/or in challenging locations. Examples may include work in severe weather conditions, remote locations, and/or within required regulatory limitations due to natural habitat, migratory or mating seasons, endangered species, or other similar protection measures as may have been imposed by federal, state, or local governments.

- Demonstrated ability to provide a high performing quality control program using the three phases of quality control

Factor 3, Safety:

(i) Solicitation Submittal Requirements: The Offeror shall submit the following information: (For a partnership or joint venture, the following submittal requirements are required for each contractor

who is part of the partnership or joint venture; however, only one safety narrative is required. EMR and DART Rates shall not be submitted for subcontractors.)

(1) Experience Modification Rate (EMR): For the **three** previous complete calendar years [2012, 2013 and 2014], submit your EMR (which compares your company's annual losses in insurance claims against its policy premiums over a three year period). If you have no EMR, affirmatively state so, and explain why. Any extenuating circumstances that affected the EMR and upward or downward trends should be addressed as part of this element. Lower EMRs will be given greater weight in the evaluation.

(2) OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate: For the three previous complete calendar years [2012, 2013 and 2014], submit your OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate, as defined by the U.S. Department of Labor, Occupational Safety and Health Administration. If you cannot submit an OSHA DART Rate, affirmatively state so, and explain why. Any extenuating circumstances that affected the OSHA DART Rate data and upward or downward trends should be addressed as part of this element. Lower OSHA DART Rates will be given greater weight in the evaluation.

(3) Technical Approach for Safety: Describe the plan that the Offeror will implement to evaluate safety performance of potential subcontractors, as a part of the selection process for all levels of subcontractors. Also, describe any innovative methods that the Offeror will employ to ensure and monitor safe work practices at all subcontractor levels. The Safety Narrative shall be limited to two pages.

(ii) Basis of Evaluation: The Government is seeking to determine that the Offeror has consistently demonstrated a commitment to safety and that the Offeror plans to properly manage and implement safety procedures for itself and its subcontractors. The Government will evaluate the Offeror's overall safety record, the Offeror's plan to select and monitor subcontractors, any and innovative safety methods that the Offeror plans to implement for this procurement. The Government's sources of information for evaluating safety may include, but are not limited to, OSHA, NAVFAC's Facility Accident and Incident Reporting (FAIR) database, and other related databases. While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete safety information regarding these submittal requirements rests with the Offeror. The evaluation will collectively consider the following:

- Experience Modification Rate (EMR)
- OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate
- Offeror Technical Approach to Safety
- Other sources of information available to the Government

(1) Experience Modification Rate (EMR): The Government will evaluate the EMR to determine if the Offeror has demonstrated a history of safe work practices taking into account any upward or downward trends and extenuating circumstances that impact the rating. Lower EMRs will be given greater weight in the evaluation.

(2) OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate: The Government will evaluate the OSHA DART Rate to determine if the Offeror has demonstrated a history of safe work practices taking into account any upward or downward trends and extenuating circumstances that impact the rates. Lower OSHA DART Rates will be given greater weight in the evaluation.

(3) **Technical Approach to Safety:** The Government will evaluate the narrative to determine the degree to which subcontractor safety performance will be considered in the selection of all levels of subcontractors on the upcoming project. The Government will also evaluate the narrative to determine the degree to which innovations are being proposed that may enhance safety on this procurement. Those Offerors whose plan demonstrates a commitment to hire subcontractors with a culture of safety and who propose innovative methods to enhance a safe working environment may be given greater weight in the evaluation.

Factor 4, Past Performance:

Definitions

Past Performance is a measure of the degree to which an offeror satisfied its customers' requirements in the past and complied with applicable laws and regulations.

Generally, projects submitted will be considered "relevant" if they are for similar services or types of work as required by the RFP, and are comparable to the subject project in terms of project size, scope, complexity and dollar value (ranging from \$100,000 to \$5,000,000).

(i) Solicitation Submittal Requirements.

(1) For each project submitted under Factor 1; IF A COMPLETED CPARS EVALUATION IS AVAILABLE, IT SHALL BE SUBMITTED WITH THE PROPOSAL. IF THERE IS NOT A COMPLETED CPARS EVALUATION, the Past Performance Questionnaire (PPQ), Attachment C, included in the solicitation is provided for the offeror or its team members to submit to the client for each project the offeror includes in its proposal for Factor 1. AN OFFEROR SHALL NOT SUBMIT A PPQ WHEN A COMPLETED CPARS IS AVAILABLE.

(2) IF A CPARS EVALUATION IS NOT AVAILABLE, ensure correct phone numbers and email addresses are provided for the client point of contact. Completed PPQs should be submitted with your proposal. If the offeror is unable to obtain a completed PPQ from a client for a project(s) before proposal closing date, the offeror should complete and submit with the proposal the first page of the PPQ, which will provide contract and client information for the respective project(s). Offerors should follow-up with clients/references to ensure timely submittal of questionnaires. If the client requests, questionnaires may be submitted directly to the Government's point of contact, Roshni Patel, via email at roshni.patel@navy.mil prior to proposal closing date. Offerors shall not incorporate by reference into their proposal PPQs or CPARS previously submitted for other RFPs. However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation.

(3) Also include performance recognition documents received within the last five years such as awards, award fee determinations, customer letters of commendation, and any other forms of performance recognition.

(4) In addition to the above, the Government may review any other sources of information for evaluating past performance. Other sources may include, but are not limited to, past performance information retrieved through the Past Performance Information Retrieval System (PPIRS) using all CAGE/DUNS numbers of team members (partnership, joint venture, teaming arrangement, or parent company/subsidiary/affiliate) identified in the offeror's proposal, inquiries of owner representative(s), Federal Awardee Performance and Integrity Information

System (FAPIS), Electronic Subcontract Reporting System (eSRS), and any other known sources not provided by the offeror.

(5) While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete past performance information rests with the Offeror.”

(ii) Basis of Evaluation: The degree to which past performance evaluations and all other past performance information reviewed by the Government (e.g., PPIRS, Federal Awardee Performance and Integrity Information System (FAPIS), Electronic Subcontract Reporting System (eSRS), performance recognition documents, and information obtained from any other source) reflect a trend of satisfactory performance considering:

- A pattern of successful completion of tasks;
- A pattern of deliverables that are timely and of good quality;
- A pattern of cooperativeness and teamwork with the Government at all levels (task managers, contracting officers, auditors, etc.);
- Recency of tasks performed that are identical to, similar to, or related to the task at hand; and
- A respect for stewardship of Government funds”

Projects submitted by Joint Ventures, where the joint venture partnerships performed together (either as joint venture partners or in a prime-sub relationship), *may* be given more weight than projects submitted where the Joint Venture firms did not perform together.

In the case of an offeror without a record of relevant past performance, the offeror may be evaluated neither favorably nor unfavorably on past performance. Rather, the offeror will receive an NR (No Rating).

The following have been deleted:

EVALUATION FACTORS FOR AWARD

(End of Summary of Changes)