

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1   132	
2. CONTRACT NO.		3. SOLICITATION NO. N40085-15-R-0309	4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 15 Jul 2015	6. REQUISITION/PURCHASE NO.		
7. ISSUED BY NAVFAC MID ATLANTIC HAMPTON ROADS IPT 9324 VIRGINIA AVENUE NORFOLK VA 23511-3095			CODE N40085	8. ADDRESS OFFER TO (If other than Item 7)		CODE	
TEL: FAX:			<b>See Item 7</b>		TEL: FAX:		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

### SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Building Z140, Room 114 until 02:00 PM local time 14 Aug 2015  
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:		A. NAME ROSHNI D. PATEL	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 757-341-0135	C. E-MAIL ADDRESS patel.roshni@navy.mil
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### OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)					
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
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15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE		18. OFFER DATE	
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### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )				23. SUBMIT INVOICES TO ADDRESS SHOWN IN		ITEM	
24. ADMINISTERED BY (If other than Item 7) CODE				25. PAYMENT WILL BE MADE BY CODE			
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section A - Solicitation/Contract Form

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 11 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 B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	Base Year FFP Remedial Action Operations (RAO)/Long Term Management (LTM), Multiple Award Contract (MAC) for the Mid-Atlantic Area of Responsibility FOB: Destination	1	Each		
					MAX NET AMT

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002 OPTION	First Option Year FFP Remedial Action Operations (RAO)/Long Term Management (LTM), Multiple Award Contract (MAC) for the Mid-Atlantic Area of Responsibility FOB: Destination	1	Each		
					MAX NET AMT

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003 OPTION	Second Option Year FFP Remedial Action Operations (RAO)/Long Term Management (LTM), Multiple Award Contract (MAC) for the Mid-Atlantic Area of Responsibility FOB: Destination	1	Each		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004 OPTION	Third Option Year FFP Remedial Action Operations (RAO)/Long Term Management (LTM), Multiple Award Contract (MAC) for the Mid-Atlantic Area of Responsibility FOB: Destination	1	Each		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005 OPTION	Fourth Option Year FFP Remedial Action Operations (RAO)/Long Term Management (LTM), Multiple Award Contract (MAC) for the Mid-Atlantic Area of Responsibility FOB: Destination	1	Each		
					MAX NET AMT

**SECTION B**

**CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE**

The minimum quantity and contract value for all orders issued against this contract shall not be less than the minimum quantity and contract value stated in the following table. The maximum quantity and contract value for all orders issued against this contract shall not exceed the maximum quantity and contract value stated in the following table.

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
		80,000,000.00	

**GENERAL OFFEROR INFORMATION**

- B.1 **Contract Title:** Remedial Action Construction Operations (RAC)/Remedial Action Operation (RAO)/Long Term Management (LTM), environmental Multiple Award Contract (EMAC)
- B.2 **Type of Contract:** This is an Indefinite Delivery/Indefinite Quantity (IDIQ), Environmental Multiple Award Contract (MAC)
- B.3 **Set-Aside:** Total 100% small business set aside. Refer to Section I.
- B.4 **NAICS Code:** 562910. Refer to on-line Representations and Certifications Applications (ORCA) at <http://orca.bpn.gov>
- B.5 **Bid Guarantee/Bonding Requirements:** A bid guarantee is not required.
- B.6 **Contract Term:** The base period shall be twelve (12) months. Each of the four option periods are twelve (12) months. The contract will expire when either the total duration of the contract (60 months) is reached or when the maximum aggregate task order value of the contract (\$80 million) is reached, whichever occurs first.

- B.7 Place of Performance: Services are located within NAVFAC MidLant area of responsibility primarily the Hampton Roads, North Carolina, South Carolina, and Georgia.
- B.8 Period of Performance: The start date is (will be determined at time of award), and the completion date (will be determined at time of award) . Refer to Section H, Special Contract Requirements.

### **NOTICE TO ALL OFFERORS**

Due to increased security at all military installations, Offerors who do not currently have a valid Contractor's ID and Vehicle Decal issued by the Department of Defense (DoD), must allow sufficient time to obtain a one-day pass to permit entry to the base. In accordance with Naval Station security regulations all prospective visitors and contractor personnel are hereby notified that in order to obtain a one-day visitor's pass the person must present their driver's license and vehicle registration and/or rental car contract.

Contractor personnel planning to submit their proposal in person, who do not have a valid Contractor's ID and a DoD decal on their vehicle, must submit a written request, fax a memorandum/letter or send an e-mail, requesting a one-day pass to access the Naval Station. The written request shall include the company's name, complete address, point of contact, phone number, fax number, e-mail address and the full legal name of each representative planning to attend the Bid Opening. The request shall be sent to:

Roshni Patel, Contract Specialist, via fax to (757) 341-0135 or e-mail information to [roshni.patel@navy.mil](mailto:roshni.patel@navy.mil) four business days prior to the proposal closing date.

Personnel and vehicle one-day pass must be obtained at the Norfolk Naval Station Pass Office located on Hampton Boulevard across from Gate #5.

It is imperative that all potential proposers adhere to this notice in order to avoid delay in submitting your proposal.

Also be advised by this notice that the level of security at the Norfolk Naval Station may change at any time. As the level of security heightens, the amount of time required to gain access to the Naval Station also increases.

### **Submitting Your Proposal**

Proposals that are sent via the **United States Postal Service or a courier service**, such as Federal Express, shall be addressed to:

NAVFAC MID-LANT, Hampton Roads IPT, Attn: Roshni Patel, 9324 Virginia Ave, Building Z-140, Room 114, Norfolk, Virginia 23511

Proposals that are **hand carried** shall be delivered to the Contracts Office in Building Z-140, 1<sup>st</sup> Floor, Suite 114, front lobby located at 9324 Virginia Avenue, Norfolk, Virginia 23511 (Norfolk Naval Station).

- B.9 Request for Proposals (RFP) Information/Clarification Questions:

Contractors are required to review the entire solicitation package before submitting questions. Submit all questions via one document, either by Email to: [roshni.patel@navy.mil](mailto:roshni.patel@navy.mil) Fax to: (757) 341-0079, at least 10 days before proposals are due. This is the most efficient way to ensure all questions are addressed in a timely manner.

**B.10 Request for Proposal(RFP) Files:**

Solicitations are posted to the NECO website as mandated by our Agency. By necessity, these files are protected to prevent unauthorized editing. The Contract Specialist will post the RFP files to a single website: <https://www.neco.navy.mil> (NECO).

It is the sole responsibility of the offeror to obtain the RFP files, along with any amendments, from this website.

Unprotected editable file copies of the RFP documents including: Word, Excel and/or .pdf files (Adobe Acrobat Files) will not be provided. Please plan accordingly.

**B11. Scope of Work for the Seed Project**

**ENVIRONMENTAL MULTIPLE AWARD CONTRACTS (EMAC)  
SCOPE OF WORK FOR  
GROUNDWATER LONG TERM MONITORING/REPORTING *for* CHLORINATED GROUNDWATER  
SITES 11, 12, and 13  
JOINT EXPEDITIONARY BASE LITTLE CREEK  
  
DEPARTMENT OF THE NAVY  
NAVFAC MIDATLANTIC, NORFOLK VIRGINIA**

**SECTION 1 - GENERAL**

This Contract Task Order (CTO) is for performing four semi-annual rounds of groundwater Long Term Monitoring (LTM) at sites 11, 12 and 13 including the creation of all supporting information/ documentation and reporting, which will support an analysis/update on the effectiveness of the remedy. The period of performance (POP) end date is September 30, 2020. The Department of the Navy (Navy) NAVFAC Midlant will administer this contract, with the work elements being managed through the NAVFAC Midlant Hampton Roads Environmental Restoration (ER) Group under this CTO. All requirements of the Basic Contract, in addition to those specifically mentioned in this CTO, remain in full effect and performance under this CTO shall be in accordance therewith.

1.1. Performance Objective(s) To provide groundwater post injection remedial action operation (RAO) performance monitoring activities at Sites 11, 12 and 13. The goal of this project is to perform groundwater sampling/monitoring and reporting to support an analysis of the effectiveness of the remedies currently in place. All sampling/monitoring will be performed in accordance with the existing Uniform Federal Policy-Sampling and Analysis Plan (UFP-SAP) developed for all of the current JEBLC chlorinated groundwater solvent plumes [Long-term Monitoring Sampling and Analysis Plan for Sites with Groundwater Impacted by Chlorinated Organic Compounds Post-ROD Groundwater Monitoring Sampling, CH2MHill (June 2012)] , as well as each site specific appendices (Appendix B - Data Management Plan, Appendices C, D and E – Site Specific Long Term Monitoring Plans), to that document, which will be included as an attachment to the SOW. The remedy along with the remedial action objectives (RAOs) are detailed in each applicable Record of Decision (ROD). This document along with any other historical documentation can be provided upon request via CDROM. The contractor shall obtain final approval of the work required from NAVFAC Midlant, as well as concurrence from regulatory agencies [Environmental Protection Agency (EPA), Region III and the Virginia Department of Environmental Quality (VDEQ)] upon completion of these performance objective(s).

1.2. Background:

## **Basewide**

JEB Little Creek-Fort Story covers approximately 2,215 acres in the northwest portion of Virginia Beach, Virginia, adjacent to the Chesapeake Bay. The former Naval Amphibious Base (NAB) Little Creek began operations as a permanent base in 1946. The base's mission was the training of landing craft personnel for operational assignments. JEB Little Creek has expanded in both area and the complexity of its mission over the past 65 years. Base personnel provide logistic facilities and support services for local commands, organizations, home-ported ships, and other United States (U.S.) and allied units to meet amphibious warfare-training requirements of the U.S. armed forces. Past and present operations at JEB Little Creek include vehicle and boat maintenance, boat painting and sandblasting, construction and repair of buildings and piers, mixing and application of pesticides, electroplating of musical instruments, laundry and dry cleaning, medical and dental treatment, and the generation of steam for heat. Land development surrounding the base is residential, commercial, and industrial.

## **Site 11**

Site 11 is located in the eastern portion of the base, near the intersection of Seventh and E Streets (Figure 2-2). The site consisted of the plating shop (Building 3651), an in-ground concrete tank used to neutralize plating solutions, and its associated piping. The tank was approximately 10 feet east of the south corner of Building 3651. Use of the neutralization tank took place between 1964 and 1974. Small quantities of plating baths, acids, and lacquer strippers were disposed in the plating shop sink that drained to the neutralization tank and eventually into the storm sewer system. Reportedly, 10 gallons of plating solutions were disposed in the shop sink each year. The neutralization tank, piping, and surrounding soil were excavated in 1996; however, there is a VOC plume in shallow groundwater at this site.

## **Site 12**

Site 12, the Exchange Laundry/ Dry Cleaning Facility, was located in Building 3323, near the intersection of Third and B Streets, in the eastern portion of NAB Little Creek (Figure 2-2). In earlier investigations, Site 12 was also referred to as Solid Waste Management Unit (SWMU) 77 and the Naval Exchange (NEX) laundry.

The NEX (Building 3323) operated from 1973 until it was demolished in 1987 for the construction of the existing commissary (Building 3445). An estimate of 1,320 gallons of waste, including tetrachloroethene (PCE), soap, sizing, and dyes from Site 12 were reportedly dumped into a storm sewer. Of this total, approximately 200 gallons were estimated to be PCE sludge. Site 12 is currently covered by buildings, a self-serve car wash, and asphalt or concrete. When the new commissary was constructed, a passive subsurface venting system was installed under the commissary floor to prevent the possibility of vapors from the cVOCs in shallow groundwater from entering into the new building.

## **Site 13**

Site 13 is located in the eastern portion of the base, near the intersection of 7th and F Streets (Figure 1). The site consisted of a dip tank, associated washing/drying racks, and an unpaved storage area. The dip tank consisted of an in-ground metal tank containing approximately 1,500 gallons of PCP, diesel fuel, and kerosene. Use of the dip tank and associated drying racks took place between the early 1960s and 1974. The wash rack consisted of a concrete pad surrounded by a concrete curb with a centrally located drain. The wash rack was installed in 1945 and used to clean vehicles and equipment with steam and biodegradable chemicals. The wash water and runoff drains into an oil-water separator (OWS). An unpaved storage area located adjacent to the wash rack was used to store various materials and equipment. The dip tank and associated drying racks were dismantled in 1982. Releases from the site resulted in PCP and VOCs in the soil and shallow Columbia Aquifer groundwater. The dip tank and contaminated soil were excavated as part of an Interim Removal Action (IRA) completed in 1999. PCP and VOC

concentrations in shallow Columbia Aquifer groundwater remain above levels that allow for unlimited use and unrestricted exposure.

## **SECTION 2 - WORK ELEMENTS**

Furnish all labor, materials, tools, supplies, equipment, transportation, services, project management, permits, contract/procurement administration, and other appurtenances necessary as further specified in this scope of work.

### **2.1. Work Element 1 – Meetings, Project Management, and Administrative Support**

- 2.1.1. Contract/Project Kick-off Meeting/Formal Site Visit - A contract/project Kick-Off Meeting/Formal Site Visit at JEB Little Creek with the Navy Technical Representative (NTR) for ER Sites 11, 12 and 13 will be held within 14 days of the contract award. The agenda for this meeting shall include discussion of access/familiarization with the site, scheduling, and other issues related to implementing this Contract Task Order.
- 2.1.2. Project Team Meetings - The contractor shall conduct meetings to gain Navy and regulatory agency acceptance of work performed under this scope of work. Approximately 3 - 1 hour conference calls and one face to face meeting shall be held with Navy, regulatory agencies, and other contractor personnel, to coordinate, and schedule all work, including discussions of draft and final deliverables. The contractor shall be represented at the meetings/conference calls, at a minimum, by the project manager, and shall prepare all meeting materials including agenda, figures, data, schedule, and provide copies to all the participants forty-eight (48) hours in advance.
- 2.1.3. The contractor shall provide project management for daily technical oversight, budget and schedule review and tracking, preparation and review of invoices, manpower resources planning and allocations, subcontractor coordination, preparation of weekly progress reports, and communication and coordination of events with the Naval Facilities Engineering Command (NAVFAC), the Environmental Protection Agency (EPA), the Virginia Department of Environmental Quality (VDEQ), and JEBC for the duration of the project. The contractor will submit electronic versions of all project deliverables containing native and .pdf files of each submittal. Final versions will include the draft document, comments, response to comments, final document, final regulatory concurrence, and other relative information that should be included and submitted to the administrative record file.

### **2.2. Work Element 2 – Project Plans**

- 2.2.1. The contractor shall ensure that all deviations to project plans are approved by the Navy with regulatory agency concurrence in accordance with the Deliverable Schedule Matrix in Section 6. The contractor is expected to comply with the requirements of the project plans, this Scope of Work, or the Basic Contract.
- 2.2.2. Work Plans/Modifications to existing SAPs as applicable shall be prepared for this project, which shall describe in detail how the fieldwork shall be accomplished. The contractor shall provide a Draft and Final Work Plan, including required modifications to existing SAPs. This task includes a response to Navy/regulatory comments for both versions of the document. This Work Plan shall include a main body of text that describes detailed plans and methods for accomplishing the work. This main work plan shall include, but may not be limited to:
  - ... Introduction
  - ... Site Conditions
  - ... Regulatory Framework
  - ... Project Requirements
  - ... Site Work
  - ... Report Requirements
- 2.2.3. A Health and Safety Plan (HSP), which includes an Accident Prevention Plan (APP) and Site Safety and Health Plan (SSHP), shall be completed for this project. In accordance with FAR 52.236-13, the plan shall be site-specific and shall include an activity hazard analysis (AHA) for all tasks

performed. References used to develop the site-specific plan shall include, but are not limited to: [29 CFR 1910.120 (Hazardous Waste Operations and Emergency Response)], [EM 385-1-1 US Army Corps of Engineers Safety and Health Requirements Manual], [Navy/Marine Corps Environmental Restoration Program Manual] and [Local Activity safety plans and standard operating procedures]. The Health & Safety Plan shall address all sections deemed appropriate for performing this project and provide a safe and healthful environment for all personnel involved. The HSP shall be amended as appropriate and the AHA shall be a "living" document in that changes in the field shall be documented and added to the AHA as field change notices. The HSP must be reviewed and accepted by the Navy NTR and FEAD construction oversight personnel. The HSP shall be immediately accessible to all workers at the site at all times during the project, and copies shall be mounted on, located adjacent to the contractor's Safety and Health Bulletin on site or available in every vehicle utilized for work under this Contract Task Order.

- 2.2.4. The contractor is required to update the existing Sampling and Analysis Plan (SAP) [Field Sampling Plan (FSP) and Quality Assurance Project Plan (QAPP)] in accordance with the Uniform Federal Policy (UFP) guiding the development of Quality Assurance Project Plans (QAPPs) and the Department of Defense Policy and Guidelines for Acquisitions Involving Environmental Sampling or Testing, as needed. The existing SAP should be updated in accordance with applicable regulatory guidance documents and NAVFAC Environmental Work Instructions. In addition, the updated pre-draft SAP shall be reviewed and approved by the NAVFAC Quality Assurance Officer (QAO) prior to regulatory review and field implementation. The contractor shall submit changes to the existing SAP for review and signature from the Navy chemist using the SAP Review module in the Navy Installation Restoration Information Solution (NIRIS). Once approved by the Navy chemist, the draft redline documents shall be submitted to the VDEQ and EPA in draft, draft final and final formats for review and comment. The contractor will be responsible for all responses to comments.
- 2.2.5. The contractor is required to provide a Waste Management Plan (WMP). The contractor shall document in the WMP its contractual, legal, and risk-management requirements in the generation, storage, sampling and analysis, waste typing, transportation, treatment, and ultimate disposal of all waste for the task order; and to assure that waste generated in the course of the fieldwork is safely managed and disposed of in accordance with all applicable laws and regulations. The WMP shall be an attachment to the main work plan described in Section 2.2.2 above. The WMP shall cover any remedial waste/investigative derived waste (IDW) generated under this task order. All IDW generated by the contractor shall include at a minimum (See Work Element 5):
- ... a description of the wastes expected by types;
  - ... a description of minimization techniques for reducing the generated quantities of IDW;
  - ... a review of applicable federal, state, and local regulatory criteria governing the management of these materials;
  - ... a characterization rationale for solid and liquid waste materials;
  - ... a rationale for on-site management of each expected waste type; and
  - ... waste transportation, treatment, and disposal methods for fieldwork.
- 2.2.6. Because there is no ground disturbance related to monitoring/sampling of monitoring wells, the contractor is **not** required to provide a Storm Water Pollution Prevention Plan (SWPPP) for the project.
- 2.2.7. All existing SAPs, applicable to each site accompanying this Contract Task Order shall be considered to be a part of this scope of work. The contractor shall be responsible for performing the field activities in accordance with the applicable requirements in these existing documents. The as-built drawings for most structures and utilities are on file in the Public Works Department, Public Works Center, and/or activity Facilities Department and are available for examination. The contractor shall schedule all appointments for examination of drawings or site visits through the Remedial Project Manager (RPM).

### 2.3. **Work Element 3 - Field Work**

All field work shall be executed in accordance with the project plans. The following general requirements are applicable to this task order and supplement the Basic Contract requirements.

- 2.3.1 Work Restrictions shall be adhered to by all contractor personnel. Contract personnel employed on the Activity shall become familiar with and obey Activity regulations including safety, fire, traffic, and security regulations. Keep within the limits of the work area and avenues of ingress and egress. Do not enter any restricted areas unless required to do so and unless cleared for such entry. The contractor's equipment shall be conspicuously marked for identification.
- 2.3.2 Employee Parking - Contractor employees shall park privately owned vehicles in an area designated by the RPM and/or Activity Point of Contact. This area shall be within reasonable walking distance of the work to be performed. Contractor employee parking shall not interfere with existing and established parking requirements of the military installation.
  - 2.3.2.1 Protection and Maintenance of Traffic – A traffic control plan is not required; however, care should be taken in providing protective markers (cones, etc.) near the work area.
  - 2.3.2.2 Laydown Area – The Government shall provide a designated laydown area for the storage of IDW. This area is available to the contractor for the duration of time that it takes to have the waste characterized and picked up by the disposal facility. Government offices and warehouse facilities shall not be available to the contractor's personnel. The contractor shall be responsible for cleanliness and orderliness of the area used and for the security of any material or equipment stored in this area.
  - 2.3.2.3 Temporary Environmental Controls: As applicable, implement the task order specific Environmental Protection Plan required under the Basic Contract. Plan for and provide environmental protective measures to control pollution that develops during monitoring events.
- 2.3.3 Site Maintenance - Execute cleanup activities during progress of the Work, at the completion of the Work, and in accordance with the Basic Contract. Periodic cleanup shall be conducted to keep the site and adjacent properties free from accumulations of waste materials, rubbish, and windblown debris resulting from the work being performed.
- 2.3.4 The contractor shall dispose of any and all investigative-derived waste and wastewater generated in accordance with federal, state and local laws, regulations, and instructions. The contractor shall obtain all permits and pay all disposal fees as may be required.
- 2.3.5 The contractor shall make every effort to prevent the spread of contamination or release of contaminants to the environment in accordance with federal, State and local laws, regulations, and instructions.
- 2.3.6 The contractor shall provide any and all temporary services required by their activities, including telephone, storage, office facilities and power.
- 2.3.7 The contractor shall be responsible for the safety and security of their equipment and materials at all times. Equipment may be stored within the laydown area of the site during site activities.
- 2.3.8 Deliverables shall contain a brief responsiveness summary, as appropriate, indicating how each Government/regulatory comment was addressed. Forward all deliverables to the RPM, unless otherwise directed above.
- 2.3.9 The contractor shall not incorporate his Navy review comment response(s) into any Final Report unless the RPM has indicated, in writing, that the contractor's response appropriately addresses the Navy review comments
- 2.3.10 The contractor shall in no case proceed to the next deliverable without receiving written government approval of the preceding deliverable as specified in Sections 6 and 7 of this Scope of Work
- 2.3.11 Mobilization and Demobilization
  - 2.3.11.1 Commencement of Work. Fieldwork shall not commence until the Navy has approved all project plans.
  - 2.3.11.2 Permits and Fees. Contractor shall obtain all necessary permits and pay applicable permit fees. (Note: CERCLA actions have permit waivers for most on-site work and only require compliance with substantive requirements
  - 2.3.11.3 Demobilize construction equipment and materials in an orderly and environmentally sound manner.
- 2.3.12 Site Work – Work elements comprising site work are:

- 2.3.12.1 Groundwater monitoring/well sampling – Four rounds (March, September 2016 and March, September 2017) of semi-annual groundwater monitoring will be performed in accordance with existing SAP requirements specific to each appendix as they apply to each site. Existing requirements, as well as any revisions made to existing documents as part of this contract task order will apply.
- 2.3.12.2 Microbial Sampling – One round (March 2016) of post-injection microbial sampling at Sites 11 and 12 performed during the regularly scheduled groundwater monitoring event. Four locations at Site 11 (LS11-MW06D, LS11-MW07D, LS11-MW38D, and LS11-MW39D) and six locations at Site 12 (LS12-MW02S, LS12-MW09T, LS12-MW24S, LS12-MW24D, LS12-MW32D, and LS12-MW36D). Collect microbial samples for DHC and DHC functional genes via DNA-qPCR analytical methods. Additional guidance on microbial sampling is provided in Attachment 1 of this Scope of Work.
- 2.3.12.3 Building inspections - As it pertains to vapor intrusion and the close proximity of the two sites with respect to vapor intrusion and EPA's 100' rule, it is documented in the existing SAP for Site 11(encompasses site 13 also) that building inspections be performed as part of each monitoring event. The inspections will highlight any changes in building use, occupancy with respect to identifying any additional preferential pathways. Since the baseline vapor intrusion sampling has already been performed, the decision process (as it pertains to the results of the building inspections) will correspond with figure D-17 of the existing sampling and analysis plan for Site 11.
- 2.3.13 Disposal of four (4) rounds of IDW as hazardous waste.
  - 2.3.13.1 The original contract task order included all labor and materials necessary to perform the sampling and prepare the IDW for disposal. This line item will compensate for the increase in costs only with respect to disposing of the waste as hazardous.
  - 2.3.13.2 Hazardous Waste Accumulation Area (HWAA), Site Preparation, Inspections - Once the waste has been generated, a HWAA area will be set up by the contractor under the direction of the Navy. All requirements applicable to the set up and management of the HWAA are contained in the Navy's 2013 Hazardous Materials Reutilization, Hazardous Waste Minimization and Disposal Guide (Attachment 2 of this Scope of Work). The contractor will be responsible for all of the applicable requirements contained in this document.
  - 2.3.13.3 Annual Training – The contractor must also fulfill the Navy's annual training requirement as it pertains to HWAA. The vehicle for attaining this training is the Environmental Compliance, Assessment, Training, and Tracking System (ECATTS). Instructions for attaining access to the website and performing the training are contained in Attachment 2 to this scope of work. Performing this training will take approximately 30 minutes to complete.
- 2.4. **Work Element 4 - Data Submission and Reports (As Applicable)**
  - 2.4.1. Navy Installation Restoration Information Solution (NIRIS) - The contractor shall obtain access to NIRIS and shall submit all tabular and spatial data to NIRIS in accordance with current NIRIS standard operating procedures (SOPs). All analytical data generated by the laboratory shall be reviewed by the Contractor's Project Chemist to ensure the validity of the reported data prior to submittal to NIRIS. NIRIS data submittals shall be coordinated with the Command NIRIS Regional Data Manager (RDM) for inclusion into NIRIS. NIRIS data shall include installation-wide data related to:
    - 2.4.1.1. Environmental tabular data - the contractor shall submit all relevant environmental tabular data using the NIRIS Electronic Data Deliverable (NEDD) format as outlined in the current NEDD SOP. The contractor shall identify the appropriate NEDD tables to populate and obtain approval from the RPM to ensure completeness.
    - 2.4.1.2. Environmental spatial data (i.e., ER site boundary information) – the contractor shall submit all spatial information in accordance with the current Non-NEDD Deliverable Submittal Guidelines ([https://niris.navfac.navy.mil/Document\\_Management/Knowledge\\_Base/Sop\\_Documentation/03-000-04%20Non-EDD%20Deliverable%20Submittal%20Guidelines.pdf](https://niris.navfac.navy.mil/Document_Management/Knowledge_Base/Sop_Documentation/03-000-04%20Non-EDD%20Deliverable%20Submittal%20Guidelines.pdf)).

- 2.4.1.3. Land Use Control (LUC) information for Controlled Areas - the contractor shall submit all LUC data in accordance with the LUC Tracker User Guide ([https://niris.navfac.navy.mil/Document\\_Management/Knowledge\\_Base/Sop\\_Documentation/04-USR-05%20LUC%20Tracker%20User%20Guide.pdf](https://niris.navfac.navy.mil/Document_Management/Knowledge_Base/Sop_Documentation/04-USR-05%20LUC%20Tracker%20User%20Guide.pdf)).
- 2.4.2. Waste Manifests (soil cuttings from monitoring well installation and purge water from monitoring well installation and sampling) - Provide a copy of all shipments for waste disposal in the contract closeout report. Waste manifests shall be coordinated with the NTR.
- 2.4.3. Records management - The contractor shall submit all documentation in accordance with the Deliverable Schedule Matrix in Section 6, Environmental Restoration Recordkeeping Program Manual, Appendix G, NAVFAC Contractor Work Instruction ([https://niris.navfac.navy.mil/Document\\_Management/Knowledge\\_Base/Sop\\_Documentation/ER%20Recordkeeping%20Manual.pdf](https://niris.navfac.navy.mil/Document_Management/Knowledge_Base/Sop_Documentation/ER%20Recordkeeping%20Manual.pdf)), and NAVFAC SW Environmental Work Instruction 4. Documentation shall include Administrative Record files, post decision files and site files.
- 2.4.4. The contractor shall provide copies of all correspondence to the RPM.
- 2.4.5. The contractor shall stake the location of the boring locations prior to the contractor commencing work.
- 2.4.6. The contractor shall provide a Daily Field Activities Form to be signed by both the contractor and the Navy at the end of each workday during field work implementation.
- 2.4.7. The Navy shall inspect all the work in progress and at completion. Any discrepancies shall be noted on the Daily Field Activities Form.
- 2.4.8. Groundwater Data Review – The contractor will be responsible for the coordination/transfer of the data in a tech memo style summary (no more than four pages) for each groundwater monitoring event to the Navy and the current Navy CLEAN contractor (CH2MHill) for review and comment. As it pertains to presenting the data to the Navy Tier I partnering team, the contractor will also be responsible for developing a presentation, complete with figures, charts, etc. and participating in the Tier I partnering meetings, via conference call for the purposes of presenting the data to the regulatory agencies and responding to questions and comments. All information presented at the meetings shall be reviewed and approved by the Navy at least two weeks before the scheduled date of the meeting.
- 2.4.9. Groundwater Monitoring Reports – Individual reports will be developed for each site and include data from all four monitoring events with the critical elements detailed in a concise manner. The report should concentrate on the remedy effectiveness and offer recommendations with respect to future optimization. The contractor is responsible for development of all charts and figures to support the recommendations listed in the report. Creation of the report will include Draft and Final versions, along with responses to all Navy and regulatory comments.

### **SECTION 3 - SPECIAL CONDITIONS**

- 3.1. All communications with parties outside of the Navy team shall be coordinated through the RPM.
- 3.2. The contractor shall obtain approval from the RPM prior to obtaining photography records, still or motion picture and/or aerial or ground photographs, in accordance with Public Law: 18 U.S. Code 795 and applicable station regulations. The Navy may provide a representative to act in an advisory capacity to prevent unauthorized disclosure of classified information.
- 3.3. Photographs shall be taken of the site(s) to record progress before, during, and after field work occurs. Upon closure of the Contract Task Order, the contractor shall provide a photo log and negatives (or CD disk for digital images) to the Navy RPM and FEAD representative, unless otherwise specified. The Navy shall have final disposition of any photographic material via the Final Report(s)/Deliverable(s).
- 3.4. Public Affairs - The contractor shall not disclose any information or data resulting from actions in this contract to the news media or public. The contractor shall refer all press or public contacts to the BRAC Environmental Coordinator (BEC) and inform the RPM of their actions. The contractor may not distribute reports or data to any source, unless specifically authorized by the RPM and the Public Affairs Officer in accordance with NAVFAC Instruction 5720.10A. (Reference: NAVFAC 5720/6 Form - Publication Security Review and Clearance).

- 3.5. Any oral directives, instructions, explanations, commitments and/or acceptances given by any government employee to the contractor or his personnel, shall not be construed by the contractor as a change in scope to this Contract Task Order. Any change in scope of work must be issued to the contractor, in writing, by the Contracting Officer to be binding on the government.
- 3.6. Access to all necessary locations shall be provided by the Navy prior to commencement of work. No contractor personnel are to enter any location without first obtaining clearance from the Navy. Equipment and personnel entering the site and the storage area shall not be required to obtain a security pass.
- 3.7. The contractor shall verbally brief the RPM at least weekly as to the progress of work, status of field operations, and percentage of report completion.
- 3.8. The contract number shown in the CTO award is the number assigned to the contract for this work, and shall be used on all reports and correspondence relative to this contract.
- 3.9. The Navy shall provide a representative to oversee and document remediation activities. The NTR will be responsible for all contract and field oversight.
- 3.10. The Navy shall review all pertinent records provided by the contractor to authorize persons to enter and/or work at the site. This review of records is in no way intended to relieve the contractor from his responsibility to comply with applicable regulations. Additionally, the review is not intended to evaluate the effectiveness of employee training or the contractor’s medical surveillance program.

**SECTION 4- REFERENCES**

- 4.1. General Reference Documents:
  - 4.1.1. Installation Restoration Chemical Data Quality Manual (IRCDQM), NFESC, 1999
  - 4.1.2. EPA Requirements for QAPP for Environmental Data Operations, EPA QA/R-5, 2001
  - 4.1.3. Guidance Systematic Planning Using the Data Quality Objectives Process, EPA QA/G-4, EPA 2006
  - 4.1.4. DoD Quality System Manual for Environmental Laboratories, Version 4.1, April 2009
  - 4.1.5. EPA Uniform Federal Policy for Quality Assurance Project Plans, March 2005
- 4.2. Project Specific Reference Documents:
  - 4.2.1. Site specific Record of Decisions applicable to sites 11, 12 and 13 (**Available upon request**).
  - 4.2.2. Final Enhanced Reductive Dechlorination Annual Groundwater Monitoring Summary for Site 11 JEB Little Creek, VA (CH2MHill, June 2011)
  - 4.2.3. Long-term Monitoring Sampling and Analysis Plan for Sites with Groundwater Impacted by Chlorinated Organic Compounds Post-ROD Groundwater Monitoring Sampling (Rev. 2). (CH2MHill, June 2012)  
 The appendices to this document are as follows:  
 Appendix A – Field Standard Operating Procedures (CH2MHill, June 2012)  
 Appendix B – Data Management Plan (CH2MHill, June 2012)  
 Appendix C – Site 12 Site Specific Long-Term Monitoring Plan (CH2MHill, January 2011)  
 Appendix D – Site 11 Site Specific Long-Term Monitoring Plan (CH2MHill, March 2012)  
 Appendix E - Site 13 Site Specific Long-Term Monitoring Plan (CH2MHill, June 2012)

**SECTION 5 - POINTS-OF-CONTACT**

Point-of-Contact	Name	Address	Phone	Email
Navy Technical Representative (NTR) / Remedial Project Manager (RPM)	Matthew Stepien	9742 Maryland Ave.,  Building N-26, Suite  3300, Norfolk, VA  23511	757 341-0380	<a href="mailto:Matthew.stepien@navy.mil">Matthew.stepien@navy.mil</a>
Construction Phase Navy Technical Representative	<b>TBD</b>			

<b>Point-of-Contact</b>	<b>Name</b>	<b>Address</b>	<b>Phone</b>	<b>Email</b>
(NTR) JEB Little Creek FEAD Representative				
Contract Specialist (CS)	Roshni Patel	9324 Virginia Ave.	757-341-	<a href="mailto:Roshni.patel@navy.mil">Roshni.patel@navy.mil</a>
	Sidnia Finke	Bldg Z140, Room 114	0135	<a href="mailto:sidnia.finke@navy.mil">sidnia.finke@navy.mil</a>
		Norfolk, VA 23511	757-341- 1673	
Contracting Officer's Representative (COR)	<b>TBD</b>			
BRAC CSO Point-of- Contact (POC)	<b>N/A</b>			
Navy Installation Restoration Information System (NIRIS) Representative	<b>TBD</b>			
Quality Assurance Officer (QAO)	<b>N/A</b>			

#### **SECTION 6 - DELIVERABLE SCHEDULE MATRIX**

Within the table the deliverables have been listed with the number of copies required for each recipient.

Addresses for Navy POCs are provided in Section 6 of this Contract Task Order. Additional addresses shall be made available after contract award.

<b>Deliverable (work element #/deliverable title)</b>	<b>Navy (# of hard copies/CD ROM/other)</b>	<b>EPA</b>	<b>VDEQ</b>	<b>Administrative Record (# of hard copies/CD ROM/other)</b>	<b>Due Date</b>
<b>Accident Prevention Plan/Site Specific Health and Safety Plan</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2 weeks after contract award</b>
<b>Pre-Draft Redline changes to existing SAPs as they apply to the work being done under this contract action.</b>	<b>2 (1 RPM, 1 Navy Chemist)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>9/6/2015</b>
<b>Response to Comments (RTCs) Pre-Draft Redline (electronic Format)</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>9/27/2015</b>
<b>Draft Redline changes to existing SAPs as they apply to the work being done under this contract action.</b>	<b>1</b>	<b>2</b>	<b>2</b>	<b>0</b>	<b>10/4/2015</b>

<b>Deliverable (work element #/deliverable title)</b>	<b>Navy (# of hard copies/CD ROM/other)</b>	<b>EPA</b>	<b>VDEQ</b>	<b>Administrative Record (# of hard copies/CD ROM/other)</b>	<b>Due Date</b>
<b>RTCs Draft Redline (Electronic Format)</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>11/11/15</b>
<b>Final Redline changes to existing SAPs as they apply to the work being done under this contract action. (Electronic Format)</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>11/22/2015</b>
<b>Final SAPs with all applicable changes incorporated</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>1</b>	<b>12/6/2015</b>
<b>Draft Groundwater Monitoring Reports Specific to each Site for a total of 3</b>	<b>1</b>	<b>2</b>	<b>2</b>	<b>0</b>	<b>1/1/2018</b>
<b>RTCs Draft Groundwater Monitoring Report (Electronic Format) 3 sets of comments</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>2/12/2018</b>
<b>Final Groundwater Monitoring Reports (total of 3)</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>1</b>	<b>3/1/2018</b>
<b>Groundwater Data Review Summary Reports</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>30 days after data validation for each monitoring event</b>

#### **SECTION 7 – PERFORMANCE MEASUREMENT AND PAYMENT SUMMARY**

7.1 The contractor shall be responsible for achieving the performance objectives in this SOW and successfully performing all the tasks required for successful performance.

7.2 Payments shall be made to the contractor upon completion of the following:

1) Verification that the corresponding performance standards and Acceptable Quality Levels (AQL) defined below have been satisfactorily achieved, and

2) Submission of a properly prepared invoice. Invoices that fail to meet the requirements of this paragraph and/or the invoicing or prompt payment clauses of the contract may be rejected in their entirety; partial payments shall not be made.

7.2.1 If a task associated with a work element is eliminated or not necessary for accomplishing project completion, the payment amount associated with that task shall not be paid to contractor.

7.2.2 Failure to demonstrate that the performance objective(s) is achieved and the work elements are complete may result in non-payment of the final work element.

Work Levels / Task	Performance Standard	Acceptable Quality Level	Assessment Method	Performance Payment and Incentive
<p>Work Element 1 – Meetings, Project Management, and Administrative Support</p>	<p>Completion and distribution of all meeting materials including agenda, handouts, figures, schedule, PowerPoint presentation, and meeting minutes. Attendance and technical support at the meetings. Successful project management and administrative support to keep the project on scope, schedule and budget.</p>	<p>100% Navy acceptance</p>	<p>Navy acceptance by Navy RPM and NTR</p>	<p>Lump sum payable upon acceptance by Navy RPM and NTR for each completed meeting and meeting minutes. Percentage of Project Management and Administrative Support amount per month throughout the contract upon acceptance by Navy RPM and NTR</p>
<p>Work Element 2 – Verification of all Navy supplied design drawings and any project plans (draft and final) required for implementation of the chosen remedy.</p>	<p>Navy acceptance of each deliverable (no resubmittal required due to inadequate content or poor quality). Work plan and all attachments shall include sufficient information to implement the remedial action in the field; be clearly written; and have minimal transcription, typographical, and grammatical errors. Detail the construction of the remedy to meet cleanup goals. Comply with all requirements of this PWS, applicable codes, standards, and regulations, including the NCP. Adhere to RA schedule. Response to comments Navy and regulatory comments will also be required for each phase of the applicable document.</p>	<p>100% Navy acceptance</p>	<p>Navy acceptance by Navy RPM and NTR  Navy acceptance will also depend upon acceptance by the VDEQ and EPA.</p>	<p>Lump sum payable upon acceptance by Navy RPM and NTR for each draft of the project plans in accordance with outlined schedule of values. (Note: schedule of values shall include separate line items for each draft, or if all drafts are listed under one line item, this sections should list a % payment schedule for each draft under the line item)</p>

<p>Work Element 3 – Field Work</p> <p>(e.g. Implement Remedial Action)</p>	<p>Complete field work as specified in the Project Plans and other requirements of this PWS.</p>	<p>100% Navy acceptance</p>	<p>Scheduled and unscheduled surveillance of fieldwork, bills of lading, daily logs, etc. by Navy RPM, field measurements and test results consistent with the contractor’s government-accepted QC Plan, and other project plans.</p>	<p>Monthly payment on a prorated scale of schedule of value items completed and accepted by the Navy by Navy RPM the method of acceptance. Final 10% payment for this work element shall be retained until contractor has achieved the cleanup goals and all outstanding items identified during Pre-final Inspection have been resolved to the Navy RPM’s satisfaction.</p>
<p><b>Work Levels / Task</b></p>	<p><b>Performance Standard</b></p>	<p><b>Acceptable Quality Level</b></p>	<p><b>Assessment Method</b></p>	<p><b>Performance Payment and Incentive</b></p>
<p>Work Element 4 – Reports: Draft and Final</p> <p>(e.g. Groundwater Monitoring Reports)</p>	<p>Navy acceptance of deliverables and submissions (no resubmittal required due to inadequate content or poor quality). Factors that influence Navy acceptance include timeliness, completeness and accuracy. The report shall conform to the report requirements outlined in the SOW; be clearly written; and have minimal transcription, typographical, and grammatical errors. Response to comments Navy and regulatory comments will also be required for each phase of the applicable document.</p>	<p>100% Navy acceptance</p>	<p>Navy acceptance by NTR</p> <p>Navy acceptance will also depend upon acceptance by the VDEQ and EPA.</p>	<p>Lump sum payable upon acceptance by the Navy RPM and NTR for each Draft of the project plans in accordance with outlined schedule of values. (Note: schedule of values shall include separate line items for each draft, or if all drafts are listed under one line item, this sections should list a % payment schedule for each draft under the line item)</p>

**ATTACHMENTS:**

- 1) CH2M Hill, 2015. Project Instructions for Site 11 and 12 Remedial Action Operations and Maintenance (Re-Injections), Joint Expeditionary Base Little Creek, Virginia Beach, Virginia. March.
- 2) Navy’s 2015 Hazardous Materials Reutilization, Hazardous Waste Minimization, and Disposal Guide.

## Section C - Descriptions and Specifications

SECTION C SPECIFICATIONS

## Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENT

## 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 \$70 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 required to participate in a site walk-through. 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. Failure to submit a timely proposal or submission of consistently unreasonable quotes may be considered non-performance under the terms and conditions of the contract.

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 over the life of this contract, 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).

Acquisition Strategy: The source selection process has been selected in order to ensure selection of the sources evidencing the best overall capability to perform the work in a manner most advantageous to the Government, as determined by evaluation of proposals according to the established criteria. Offerors will be encouraged to demonstrate innovative techniques to establish why their proposal will provide maximum benefit to the Government. The award decision will be justified including technical and price trade-off analysis as appropriate and will be approved by the Source Selection Authority. Offerors will be advised that award may be made without discussion or any contact concerning the proposals received unless it is determined otherwise necessary. Offerors should not assume they would be contacted, or afforded the opportunity, to qualify discuss, or revise their proposals. However, the Government may contact offerors for the purpose of clarifying aspects of the proposal. The Government also reserves the right to enter into discussions if deemed necessary, and if discussions are conducted the offerors in the competitive range will be afforded the opportunity to revise their proposal. The

contract will be procured using negotiated procedures, as it has been determined in accordance with FAR 6.401, FAR Part 15, FAR 16.504, and FAR Part 37 to be the most appropriate method of contracting.

CLAUSES INCORPORATED BY FULL TEXT

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%) 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

SECTION D PACKAGING AND MARKIND1 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 Parking Materials:

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopia 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 E - Inspection and Acceptance

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government

## CLAUSES INCORPORATED BY REFERENCE

52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-11	Higher-Level Contract Quality Requirement	DEC 2014
52.246-12	Inspection of Construction	AUG 1996
252.246-7000	Material Inspection And Receiving Report	MAR 2008

## CLAUSES INCORPORATED BY FULL TEXT

## 5252.223-9300 INSPECTION BY REGULATORY AGENCIES (JUN 1994)

Work performed under this contract is subject to inspection by State and Federal Government Regulatory agencies including those described below.

Permission has been granted by the Navy permitting Federal and State occupational health and safety officials to enter Navy shore installations, without delay and at reasonable times, to conduct routine safety and health investigations. Permission also extends to safety and health investigations based on reports of unsafe conditions. Occupational Health and Safety Administration (OSHA) officials may also investigate accidents or illnesses involving the Contractor's employees. Inspections may also be carried out by the Department of Labor to inspect for compliance with labor laws.

The Contractor shall cooperate with regulatory agencies and shall provide personnel to accompany the agency inspection or review teams. Contractor personnel shall be knowledgeable concerning the work being inspected, and participate in responding to all requests for information, inspection or review findings by regulatory agencies.

## E.1 ACCEPTANCE

The performance and quality of work delivered by the contractor, including services rendered and any documentation or written material compiled shall be subject to inspection, review, and acceptance by the Government.

## E.2 CONTRACTOR QUALITY CONTROL (QC)

a. The Contractor shall establish and maintain a Quality Control Program in accordance with the FAR 52.246-4, "INSPECTION OF SERVICES - FIXED PRICE" clause, Section E, to ensure that the work performed under the contract conforms to the contract requirements. The Contractor shall submit to the Contracting Officer, a Quality Control Plan (QCP) for approval 15 calendar days after award of the contract. A general description of the Contractor's Quality Control (QC) program shall be available for Government review during the preaward survey.

b. The Contractor's QCP shall provide top Contractor management with an effective and efficient means of identifying and correcting problems throughout the entire scope of operations.

c. The QCP shall include:

(1) A description of the Contractor's quality control system. The system must cover all contract services, specify work to be inspected on either a schedule or unscheduled basis, and describe how inspections are to be conducted.

(2) The name(s) and qualifications of the individual(s) responsible for performing the quality control inspections, and the extent of their authority.

(3) Provisions for recording the results of inspections and for recording corrective action taken.

(4) Provisions to update and revise the QCP during the performance of the contract.

d. A file of all Quality Control inspections both performed and scheduled, inspection results, and dates and details of corrective actions taken shall be maintained by the Contractor through the term of this contract. The file shall be the property of the Government and made available to the Contracting Officer during regular working hours. The file shall be turned over to completion/termination of the contract.

## E.3 GOVERNMENT QUALITY ASSURANCE (QA)

In accordance with the FAR 52.246-4, "INSPECTION OF SERVICES - FIXED PRICE" clause, Section E, each phase of the services rendered under this contract is subject to Government inspection, during the Contractor's operations and after completion of the tasks. The Government's Quality Assurance Surveillance Program is not a substitute for Quality Control by the Contractor. All findings of unsatisfactory or non-performed work will be administered in accordance with the "CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES" clause, Section E. All costs associated with rework are the responsibility of the Contractor. The Government reserves the right to choose the inspection methods to be used in implementing its Quality Assurance Program and to vary the inspection methods utilized during the work, without notice to the Contractor.

## E.4 PERFORMANCE EVALUATION MEETINGS

The Contractor shall meet with the Government's representative monthly during the first three months of the contract. Thereafter, meetings will be as often as necessary at the discretion of the Contracting Officer, but not less than semi-annually. A mutual effort will be made to resolve all problems identified. The written minutes of these meetings, prepared by the Government, shall be signed by the Contractor's representative and the Government's representative. Should the Contractor not concur with the minutes, the Contractor shall state, in writing, to the Contracting Officer any areas of disagreement within three calendar days.



## Section F - Deliveries or Performance

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A

## CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.247-34	F.O.B. Destination	NOV 1991

## CLAUSES INCORPORATED BY FULL TEXT

## 5252.216-9300 APPOINTMENT OF ORDERING OFFICER(S) (OCT 1996)

Ordering Officers under this contract are authorized by the Contracting Officer to execute delivery/task orders provided the total price for the delivery/task order does not exceed the individual Contracting Officer(s) warrant limitations. The ordering officers and their specific authority shall be stated in this contract or in an appointment letter.

## 5252.242-9305, PRE-PERFORMANCE CONFERENCE (JUL 1995)

Within 10 days of contract award, prior to commencement of the work, the Contractor will meet in conference with representatives of the Contracting Officer, at a time to be determined by the Contracting Officer, to discuss and develop mutual understanding relative to scheduling and administering work.

F.1 LOCATION

The preponderance of the work to be placed under this contract is expected to be performed in the states of Virginia, North Carolina, South Carolina, and Georgia, but may also include other locations within the NAVFAC Atlantic area of responsibility.

## F.2 PERFORMANCE PERIOD OF CONTRACT

The contract term shall be for a period of base year (12 months). The Government has the option to extend the term of the contract in accordance with the "OPTION TO EXTEND THE TERM OF THE CONTRACT - SERVICES (FAR 52.217-9) (MAR 2000) clause, Section I". In the option periods the Government will adjust the prices, as required, based on new Department of Labor Wage Rate Determinations.

## Section G - Contract Administration Data

## CLAUSES INCORPORATED BY FULL TEXT

## 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).

\_\_\_\_\_

(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)

CLAUSES INCORPORATED BY FULL TEXT

G.1 CONTRACT ADMINISTRATION

This solicitation will result in the award of one contract. 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 H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

HISTORICAL AND ARCHAEOLOGICAL RESOURCES

Carefully protect in-place and report immediately to the Contracting Officer historical and 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 to resume work. The Government retains ownership and control over historical and archaeological resources.

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	DEC 2014
52.211-10	Commencement, Prosecution, and Completion of Work	APR 1984
52.211-18	Variation in Estimated Quantity	APR 1984
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	OCT 2010
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.216-7 Alt I	Allowable Cost and Payment (Jun 2013) - Alternate I	FEB 1997
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2011
52.219-8	Utilization of Small Business Concerns	OCT 2014
52.219-14	Limitations On Subcontracting	NOV 2011
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards- Overtime Compensation	MAY 2014
52.222-6	Construction Wage Rate Requirements	MAY 2014
52.222-7	Withholding of Funds	MAY 2014
52.222-8	Payrolls and Basic Records	MAY 2014
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988

52.222-11	Subcontracts (Labor Standards)	MAY 2014
52.222-12	Contract Termination-Debarment	MAY 2014
52.222-13	Compliance With Construction Wage Rate Requirements and Related Regulations	MAY 2014
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	MAY 2014
52.222-17	Nondisplacement of Qualified Workers	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	APR 2015
52.222-27	Affirmative Action Compliance Requirements for Construction	APR 2015
52.222-34	Project Labor Agreement	MAY 2010
52.222-35	Equal Opportunity for Veterans	JUL 2014
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	JUL 2014
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification	AUG 2013
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2014
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-16 Alt I	Acquisition of EPEAT - Registered Personal Computer Products - Alternate I	JUN 2014
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-11	Buy American--Construction Materials Under Trade Agreements	MAY 2014
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-4	Patent Indemnity-Construction Contracts	DEC 2007
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-1	Payments	APR 1984
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 2014
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-23 Alt I	Assignment of Claims (May 2014) - Alternate I	APR 1984
52.232-25	Prompt Payment	JUL 2013
52.232-27	Prompt Payment for Construction Contracts	MAY 2014
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991

52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-1	Termination For Convenience Of The Government (Fixed Price) (Short Form)	APR 1984
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Apr 2012) - Alternate I	SEP 1996
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	DEC 2014
252.215-7000	Pricing Adjustments	DEC 2012
252.215-7002	Cost Estimating System Requirements	DEC 2012
252.219-7004	Small Business Subcontracting Plan (Test Program)	OCT 2014
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7001	Buy American And Balance Of Payments Program-- Basic (Nov 2014)	NOV 2014
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2012
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7001	Contract Drawings, and Specifications	AUG 2000
252.236-7006	Cost Limitation	JAN 1997
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008

252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.244-7000	Subcontracts for Commercial Items	JUN 2013
5252.236-9301	SPECIAL WORKING CONDITIONS AND ENTRY TO WORK AREA	OCT 2004

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.203-16 Preventing Personal Conflicts of Interest (DEC 2011)

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

Acquisition function closely associated with inherently governmental functions means supporting or providing advice or recommendations with regard to the following activities of a Federal agency:

- (1) Planning acquisitions.
- (2) Determining what supplies or services are to be acquired by the Government, including developing statements of work.
- (3) Developing or approving any contractual documents, to include documents defining requirements, incentive plans, and evaluation criteria.
- (4) Evaluating contract proposals.
- (5) Awarding Government contracts.
- (6) Administering contracts (including ordering changes or giving technical direction in contract performance or contract quantities, evaluating contractor performance, and accepting or rejecting contractor products or services).
- (7) Terminating contracts.
- (8) Determining whether contract costs are reasonable, allocable, and allowable.

Covered employee means an individual who performs an acquisition function closely associated with inherently governmental functions and is--

- (1) An employee of the contractor; or
- (2) A subcontractor that is a self-employed individual treated as a covered employee of the contractor because there is no employer to whom such an individual could submit the required disclosures.

Non-public information means any Government or third-party information that--

- (1) Is exempt from disclosure under the Freedom of Information Act (5 U.S.C. 552) or otherwise protected from disclosure by statute, Executive order, or regulation; or
- (2) Has not been disseminated to the general public and the Government has not yet determined whether the information can or will be made available to the public.

Personal conflict of interest means a situation in which a covered employee has a financial interest, personal activity, or relationship that could impair the employee's ability to act impartially and in the best interest of the Government when performing under the contract. (A de minimis interest that would not "impair the employee's ability to act impartially and in the best interest of the Government" is not covered under this definition.)

(1) Among the sources of personal conflicts of interest are--

- (i) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household;
- (ii) Other employment or financial relationships (including seeking or negotiating for prospective employment or business); and
- (iii) Gifts, including travel.

(2) For example, financial interests referred to in paragraph (1) of this definition may arise from--

- (i) Compensation, including wages, salaries, commissions, professional fees, or fees for business referrals;
- (ii) Consulting relationships (including commercial and professional consulting and service arrangements, scientific and technical advisory board memberships, or serving as an expert witness in litigation);
- (iii) Services provided in exchange for honorariums or travel expense reimbursements;
- (iv) Research funding or other forms of research support;
- (v) Investment in the form of stock or bond ownership or partnership interest (excluding diversified mutual fund investments);
- (vi) Real estate investments;
- (vii) Patents, copyrights, and other intellectual property interests; or
- (viii) Business ownership and investment interests.

(b) Requirements. The Contractor shall--

(1) Have procedures in place to screen covered employees for potential personal conflicts of interest, by--

(i) Obtaining and maintaining from each covered employee, when the employee is initially assigned to the task under the contract, a disclosure of interests that might be affected by the task to which the employee has been assigned, as follows:

(A) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household.

(B) Other employment or financial relationships of the covered employee (including seeking or negotiating for prospective employment or business).

(C) Gifts, including travel; and

(ii) Requiring each covered employee to update the disclosure statement whenever the employee's personal or financial circumstances change in such a way that a new personal conflict of interest might occur because of the task the covered employee is performing.

(2) For each covered employee--

(i) Prevent personal conflicts of interest, including not assigning or allowing a covered employee to perform any task under the contract for which the Contractor has identified a personal conflict of interest for the employee that the Contractor or employee cannot satisfactorily prevent or mitigate in consultation with the contracting agency;

(ii) Prohibit use of non-public information accessed through performance of a Government contract for personal gain; and

(iii) Obtain a signed non-disclosure agreement to prohibit disclosure of non-public information accessed through performance of a Government contract.

(3) Inform covered employees of their obligation--

(i) To disclose and prevent personal conflicts of interest;

(ii) Not to use non-public information accessed through performance of a Government contract for personal gain; and

(iii) To avoid even the appearance of personal conflicts of interest;

(4) Maintain effective oversight to verify compliance with personal conflict-of-interest safeguards;

(5) Take appropriate disciplinary action in the case of covered employees who fail to comply with policies established pursuant to this clause; and

(6) Report to the Contracting Officer any personal conflict-of-interest violation by a covered employee as soon as it is identified. This report shall include a description of the violation and the proposed actions to be taken by the Contractor in response to the violation. Provide follow-up reports of corrective actions taken, as necessary. Personal conflict-of-interest violations include--

(i) Failure by a covered employee to disclose a personal conflict of interest;

(ii) Use by a covered employee of non-public information accessed through performance of a Government contract for personal gain; and

(iii) Failure of a covered employee to comply with the terms of a non-disclosure agreement.

(c) Mitigation or waiver. (1) In exceptional circumstances, if the Contractor cannot satisfactorily prevent a personal conflict of interest as required by paragraph (b)(2)(i) of this clause, the Contractor may submit a request through the Contracting Officer to the Head of the Contracting Activity for--

(i) Agreement to a plan to mitigate the personal conflict of interest; or

(ii) A waiver of the requirement.

(2) The Contractor shall include in the request any proposed mitigation of the personal conflict of interest.

(3) The Contractor shall--

(i) Comply, and require compliance by the covered employee, with any conditions imposed by the Government as necessary to mitigate the personal conflict of interest; or

(ii) Remove the Contractor employee or subcontractor employee from performance of the contract or terminate the applicable subcontract.

(d) Subcontract flowdown. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts--

(1) That exceed \$150,000; and

(2) In which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions (i.e., instead of performance only by a self-employed individual).

(End of clause)

#### 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$ [To be determined as applicable with each task order] for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 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 \$80,000,000.00;

(2) Any order for a combination of items in excess of \$80,000,000.00; 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)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering

clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the task order completion and contract close out.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JULY 2013)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it ( X ) is, ( ) is not a small business concern under NAICS Code 562910- assigned to Solicitation number N40085-15-R-0309.

(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

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

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class	Monetary Wage	Fringe Benefits
99832- Surveying Technician	GS-5, \$15.31	\$16.46

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

## 52.222-99 ESTABLISHING A MINIMUM WAGE FOR CONTRACTORS (DEVIATION 2014-O0017) (JUNE 2014)

This clause implements Executive Order 13658, Establishing a Minimum Wage for Contractors, dated February 12, 2014, and OMB Policy Memorandum M-14-09, dated June 12, 2014.

(a) Each service employee, laborer, or mechanic employed in the United States (the 50 States and the District of Columbia) in the performance of this contract by the prime Contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the Contractor and service employee, laborer, or mechanic, shall be paid not less than the applicable minimum wage under Executive Order 13658. The minimum wage required to be paid to each service employee, laborer, or mechanic performing work on this contract between January 1, 2015, and December 31, 2015, shall be \$10.10 per hour.

(b) The Contractor shall adjust the minimum wage paid under this contract each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all service employees, laborers, or mechanics subject to the Executive Order beginning January 1 of the following year. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on [www.wdol.gov](http://www.wdol.gov) (or any successor website). The applicable published minimum wage is incorporated by reference into this contract.

(c) The Contracting Officer will adjust the contract price or contract unit price under this clause only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Contracting Officer shall consider documentation as to the specific costs and workers impacted in determining the amount of the adjustment.

(d) The Contractor Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (c) of this clause, and will not provide price adjustments under this clause that result in duplicate price adjustments with the respective clause of this contract implementing the Service Contract Labor Standards statute (formerly known as the Service Contract Act) or the Wage Rate Requirements (Construction) statute (formerly known as the Davis Bacon Act).

(e) The Contractor shall include the substance of this clause, including this paragraph (e) in all subcontracts.

(End of clause)

## 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

## 52.243-1 CHANGES--FIXED-PRICE (AUG 1987) - ALTERNATE I (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Description of services to be performed.

(2) Time of performance (*i.e.*, hours of the day, days of the week, etc.).

(3) Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

(End of clause)

#### 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

#### 252.204-7004 ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT (FEB 2014)

(a) *Definitions.* As used in this provision—

“System for Award Management (SAM) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means—

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR 32.11) for the same parent concern.

“Registered in the System for Award Management (SAM) database” means that—

(1) The contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number; and Contractor and Government Entity (CAGE) code into the SAM database; and

(2) The contractor has completed the Core Data, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as part of the SAM registration process; and

(4) The Government has marked the record “Active.”

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS or DUNS+4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
  - (iii) Company physical street address, city, state and Zip Code.
  - (iv) Company mailing address, city, state and Zip Code (if separate from physical).
  - (v) Company telephone number.
  - (vi) Date the company was started.
  - (vii) Number of employees at your location.
  - (viii) Chief executive officer/key manager.
  - (ix) Line of business (industry).
  - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

(End of Provision)

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

252.204-7012 SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NOV 2013)

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

Adequate security means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

Attribution information means information that identifies the Contractor, whether directly or indirectly, by the grouping of information that can be traced back to the Contractor (e.g., program description or facility locations).

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

Contractor information system means an information system belonging to, or operated by or for, the Contractor.

Controlled technical information means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information is to be marked with one of the distribution statements B-through-F, in accordance with DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

Cyber incident means actions taken through the use of computer networks that result in an actual or potentially adverse effect on an information system and/or the information residing therein.

Exfiltration means any unauthorized release of data from within an information system. This includes copying the data through covert network channels or the copying of data to unauthorized media.

Media means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which information is recorded, stored, or printed within an information system.

Technical information means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data--Non Commercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Safeguarding requirements and procedures for unclassified controlled technical information. The Contractor shall provide adequate security to safeguard unclassified controlled technical information from compromise. To provide adequate security, the Contractor shall—

(1) Implement information systems security in its project, enterprise, or company-wide unclassified information technology system(s) that may have unclassified controlled technical information resident on or transiting through them. The information systems security program shall implement, at a minimum—

(i) The specified National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 security controls identified in the following table; or

(ii) If a NIST control is not implemented, the Contractor shall submit to the Contracting Officer a written explanation of how—

(A) The required security control identified in the following table is not applicable; or

(B) An alternative control or protective measure is used to achieve equivalent protection.

(2) Apply other information systems security requirements when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.

Table 1--Minimum Security Controls for Safeguarding

Minimum required security controls for unclassified controlled technical information requiring safeguarding in accordance with paragraph (d) of this clause. (A description of the security controls is in the NIST SP 800-53, "Security and Privacy Controls for Federal Information Systems and Organizations" (<http://csrc.nist.gov/publications/PubsSPs.html>).

<u>Access Control</u>	<u>Audit &amp; Accountability</u>	<u>Identification and Authentication</u>	<u>Media Protection</u>	<u>System &amp; Comm Protection</u>	
AC-2	AU-2	IA-2	MP-4	SC-2	
AC-3(4)	AU-3	IA-4	MP-6	SC-4	
AC-4	AU-6(1)	IA-5(1)	<u>Physical and Environmental Protection</u>	SC-7	
AC-6	AU-7			SC-8(1)	
AC-7	AU-8	<u>Incident Response</u>	PE-2	SC-13	
AC-11(1)	AU-9		IR-2	PE-3	SC-15
AC-17(2)	<u>Configuration Management</u>	IR-4	PE-5	SC-28	
AC-18(1)		IR-5	<u>Program Management</u>	<u>System &amp; Information Integrity</u>	
AC-19		IR-6			PM-10
AC-20(1)		CM-2	<u>Maintenance</u>		RA-5
AC-20(2)		CM-6			MA-4(6)
AC-22		CM-7	MA-5		
	CM-8	MA-6			
<u>Awareness &amp; Training</u>	<u>Contingency Planning</u>				
AT-2	CP-9				

Legend:

- AC: Access Control
- AT: Awareness and Training
- MP: Media Protection
- AU: Auditing and Accountability
- CM: Configuration Management
- CP: Contingency Planning
- IA: Identification and Authentication
- IR: Incident Response
- MA: Maintenance
- PE: Physical & Environmental Protection
- PM: Program Management
- RA: Risk Assessment
- SC: System & Communications Protection
- SI: System & Information Integrity

(c) Other requirements. This clause does not relieve the Contractor of the requirements specified by applicable statutes or other Federal and DoD safeguarding requirements for Controlled Unclassified

Information as established by Executive Order 13556, as well as regulations and guidance established pursuant thereto.

(d) Cyber incident and compromise reporting.

(1) Reporting requirement. The Contractor shall report as much of the following information as can be obtained to the Department of Defense via (<http://dibnet.dod.mil/>) within 72 hours of discovery of any cyber incident, as described in paragraph (d)(2) of this clause, that affects unclassified controlled technical information resident on or transiting through the Contractor's unclassified information systems:

(i) Data Universal Numbering System (DUNS).

(ii) Contract numbers affected unless all contracts by the company are affected.

(iii) Facility CAGE code if the location of the event is different than the prime Contractor location.

(iv) Point of contact if different than the POC recorded in the System for Award Management (address, position, telephone, email).

(v) Contracting Officer point of contact (address, position, telephone, email).

(vi) Contract clearance level.

(vii) Name of subcontractor and CAGE code if this was an incident on a subcontractor network.

(viii) DoD programs, platforms or systems involved.

(ix) Location(s) of compromise.

(x) Date incident discovered.

(xi) Type of compromise (e.g., unauthorized access, inadvertent release, other).

(xii) Description of technical information compromised.

(xiii) Any additional information relevant to the information compromise.

(2) Reportable cyber incidents. Reportable cyber incidents include the following:

(i) A cyber incident involving possible exfiltration, manipulation, or other loss or compromise of any unclassified controlled technical information resident on or transiting through Contractor's, or its subcontractors', unclassified information systems.

(ii) Any other activities not included in paragraph (d)(2)(i) of this clause that allow unauthorized access to the Contractor's unclassified information system on which unclassified controlled technical information is resident on or transiting.

(3) Other reporting requirements. This reporting in no way abrogates the Contractor's responsibility for additional safeguarding and cyber incident reporting requirements pertaining to its unclassified information systems under other clauses that may apply to its contract, or as a result of other U.S. Government legislative and regulatory requirements that may apply (e.g., as cited in paragraph (c) of this clause).

(4) Contractor actions to support DoD damage assessment. In response to the reported cyber incident, the Contractor shall—

(i) Conduct further review of its unclassified network for evidence of compromise resulting from a cyber incident to include, but is not limited to, identifying compromised computers, servers, specific data and users accounts. This includes analyzing information systems that were part of the compromise, as well as other information systems on the network that were accessed as a result of the compromise;

(ii) Review the data accessed during the cyber incident to identify specific unclassified controlled technical information associated with DoD programs, systems or contracts, including military programs, systems and technology; and

(iii) Preserve and protect images of known affected information systems and all relevant monitoring/packet capture data for at least 90 days from the cyber incident to allow DoD to request information or decline interest.

(5) DoD damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor point of contact identified in the incident report at (d)(1) of this clause provide all of the damage assessment information gathered in accordance with paragraph (d)(4) of this clause. The Contractor shall comply with damage assessment information requests. The requirement to share files and images exists unless there are legal restrictions that limit a company's ability to share digital media. The Contractor shall inform the Contracting Officer of the source, nature, and prescription of such limitations and the authority responsible.

(e) Protection of reported information. Except to the extent that such information is lawfully publicly available without restrictions, the Government will protect information reported or otherwise provided to DoD under this clause in accordance with applicable statutes, regulations, and policies. The Contractor shall identify and mark attribution information reported or otherwise provided to the DoD. The Government may use information, including attribution information and disclose it only to authorized persons for purposes and activities consistent with this clause.

(f) Nothing in this clause limits the Government's ability to conduct law enforcement or counterintelligence activities, or other lawful activities in the interest of homeland security and national security. The results of the activities described in this clause may be used to support an investigation and prosecution of any person or entity, including those attempting to infiltrate or compromise information on a contractor information system in violation of any statute.

(g) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (g), in all subcontracts, including subcontracts for commercial items.

(End of clause)

#### 252.216-7006 ORDERING (MAY 2011)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from contract award through the contract completion date.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c)(1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered "issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)

#### 252.225-7048 EXPORT-CONTROLLED ITEMS (JUNE 2013)

(a) Definition. "Export-controlled items," as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The term includes--

(1) "Defense items," defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120; and

(2) "Items," defined in the EAR as "commodities", "software", and "technology," terms that are also defined in the EAR, 15 CFR 772.1.

(b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR.

(c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(d) Nothing in the terms of this contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to—

(1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, et seq.);

(2) The Arms Export Control Act (22 U.S.C. 2751, et seq.);

(3) The International Emergency Economic Powers Act (50 U.S.C. 1701, et seq.);

(4) The Export Administration Regulations (15 CFR Parts 730-774);

(5) The International Traffic in Arms Regulations (22 CFR Parts 120-130); and

(6) Executive Order 13222, as extended.

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

(End of clause)

## 252.232-7001 DISPOSITION OF PAYMENTS (DEC 1991)

Payment will be by a dual payee Treasury check made payable to the contractor or the invoice and will be forwarded to that disbursing office for appropriate disposition.

(End of clause)

252.237-7010 PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL  
(JUN  
2013)

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

Detainee means any person captured, detained, held, or otherwise under the effective control of DoD personnel (military or civilian) in connection with hostilities. This includes, but is not limited to, enemy prisoners of war, civilian internees, and retained personnel. This does not include DoD personnel or DoD contractor personnel being held for law enforcement purposes.

Interrogation of detainees means a systematic process of formally and officially questioning a detainee for the purpose of obtaining reliable information to satisfy foreign intelligence collection requirements.

(b) Contractor personnel shall not interrogate detainees.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for commercial items, that may require subcontractor personnel to interact with detainees in the course of their duties.

(End of clause)

## 5252.217-9301 OPTION TO EXTEND THE TERM OF THE CONTRACT – SERVICES (JUN 1994)

(a) The Government may extend the term of this contract for a term of one (1) to twelve (12) months by written notice to the Contractor within the performance period specified in the Schedule; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of Clause)

## 5252.228-9305 NOTICE OF BONDING REQUIREMENTS (DEC 2000)

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

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

## 5252.236-9303 ACCIDENT PREVENTION (NOV 1998)

- (a) The Contractor will maintain an accurate record of, and will report to the Contracting Officer in the manner and on the forms prescribed by the Contracting Officer, all accidents resulting in death, traumatic injury, occupational disease, and damage to property, materials, supplies and equipment incident to work performed under this contract.
- (b) Compliance with the provisions of this article by subcontractors will be the responsibility of the Contractor.
- (c) Prior to commencement of the work, the Contractor may be required to:
  - (1) submit in writing his proposals for effectuating provision for accident prevention;
  - (2) meet in conference with representatives of the Contracting Officer to discuss and develop mutual understandings relative to administration of the overall safety program.

## 5252.236-9304 UTILITIES FOR CONSTRUCTION AND TESTING (JUN 1994)

The Contractor shall be responsible for obtaining, either from available Government sources or local utility companies, all utilities required for construction and testing. The Contractor shall provide these utilities at his expense, paid for at the current utility rate delivered to the job site. The Contractor shall provide and maintain all temporary utility connections and distribution lines, and all meters required to measure the amount of each utility used.

## 5252.236-9310 RECORD DRAWINGS (Oct 2004)

The Contractor shall maintain at the job site two sets of full-size prints of the contract drawings, accurately marked in red with adequate dimensions, to show all variations between the construction actually provided and that indicated or specified in the contract documents, including buried or concealed construction. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the final government-accepted drawings. Existing utility lines and features revealed during the course of construction, shall also be accurately located and dimensioned. Variations in the interior utility systems shall be clearly defined and dimensioned; and coordinated with exterior utility connections at the building five-foot line, where applicable. Existing topographic features which differ from those shown on the contract drawings shall also be accurately located and recorded. Where a choice of materials or methods is permitted herein, or where variations in scope or character of methods is permitted herein, or where variations in scope or character of work from that of the original contract are authorized, the drawings shall be marked to define the construction actually provided. The representations of such changes shall conform to standard drafting practice and shall include such supplementary notes, legends and details as necessary to clearly portray the as-built construction. These drawings shall be available for review by the Contracting Officer at all times. Upon completion of the work, both sets of the marked up prints shall be certified as correct, signed by the Contractor, and delivered to the Contracting Officer for his approval before acceptance. Requests for partial payments will not be approved if the marked prints are not kept current, and request for final payment will not be approved until the market prints are delivered to the Contracting Officer.

#### 5252.236-9310 Record Drawings ALT II (OCT 2004)

As prescribed in 36.5100(g)(1), when a Design-Built contract is used replace with the following:

“Upon completion of the work, both sets of the marked up prints shall be certified as correct, signed by the Contractor, and delivered to the Contracting Officer for his approval before acceptance. Requests for partial payments will not be approved if the marked prints are not kept current, and request for final payment will not be approved until the marked prints are delivered to the Contracting Officer.”

#### **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 assessing 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.

(d) When WATCHSTANDING SERVICES apply. If the Contractor fails to provide qualified personnel or allows any post to be unmanned for a total of N/A minutes in any shift, the Government may assign other persons to perform such work or withhold payment as specified below:

- (a) When Watchstanding Services are performed by Government employees, withholdings shall be computed based on the current Federal Pay Schedule including wages, retirement and fringe benefits of the Government employees (civilian or military) who actually performed the work. In addition, the Government can assess liquidated damages, as referenced above, in the amount of N/A percent of the computed cost.

(2) When non-performed Watchstanding Services are obtained under another contract, the Government will withhold an amount equal to the cost to the Government under that contract. In addition, the Government can assess liquidated damages, as referenced above, in the amount of \_\_\_\_ percent of the cost.

(3) If no guard replacement is furnished by the Government and the work is not performed, the Government will withhold an amount equal to the cost to the Government of having a Government employee perform the work. In addition, the Government can assess liquidated damages, as referenced above, in the amount of \_\_\_\_ percent of the computed cost.

(4) The Contractor will be held liable for property losses sustained by the Government as a direct, consequential result of a failure to furnish the required personnel.

(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)



8. Provide a detailed description of the project and the relevancy to the project requirements of this RFP

9. Provide a detailed description of what work your firm self-performed on this project:

10. Other Information:

<b>ATTACHMENT 2</b>	
<b>NAVFAC/USACE PAST PERFORMANCE QUESTIONNAIRE (Form PPQ)</b>	
<b>CONTRACT INFORMATION (Contractor to complete Blocks 1-4)</b>	
<b>1. Contractor Information</b> Firm Name: _____ CAGE Code: _____ Address: _____ DUNs Number: _____ Phone Number: _____ Email Address: _____ Point of Contact: _____ Contact Phone Number: _____	
<b>2. Work Performed as:</b> <input type="checkbox"/> Prime Contractor <input type="checkbox"/> Sub Contractor <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other (Explain) Percent of project work performed: _____ If subcontractor, who was the prime (Name/Phone #): _____	
<b>3. Contract Information</b> Contract Number: _____ Delivery/Task Order Number (if applicable): _____ Contract Type: <input type="checkbox"/> Firm Fixed Price <input type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Other (Please specify): _____ Contract Title: _____ Contract Location: _____  Award Date (mm/dd/yy): _____ Contract Completion Date (mm/dd/yy): _____ Actual Completion Date (mm/dd/yy): _____ Explain Differences: _____  Original Contract Price (Award Amount): _____ Final Contract Price (to include all modifications, if applicable): _____ Explain Differences: _____	
<b>4. Project Description:</b> Complexity of Work <input type="checkbox"/> High <input type="checkbox"/> Med <input type="checkbox"/> Routine How is this project relevant to project of submission? <i>(Please provide details such as similar equipment, requirements, conditions, etc.)</i>   	
<b>CLIENT INFORMATION (Client to complete Blocks 5-8)</b>	
<b>5. Client Information</b> Name: _____ Title: _____ Phone Number: _____ Email Address: _____	
<b>6. Describe the client's role in the project:</b>   	
<b>7. Date Questionnaire was completed (mm/dd/yy):</b> _____	
<b>8. Client's Signature:</b>  	

**NOTE: NAVFAC REQUESTS THAT THE CLIENT COMPLETES THIS QUESTIONNAIRE AND SUBMITS DIRECTLY BACK TO THE OFFEROR. THE OFFEROR WILL SUBMIT THE COMPLETED**

**QUESTIONNAIRE TO NAVFAC WITH THEIR PROPOSAL, AND MAY DUPLICATE THIS QUESTIONNAIRE FOR FUTURE SUBMISSION ON NAVFAC SOLICITATIONS. CLIENTS ARE HIGHLY ENCOURAGED TO SUBMIT QUESTIONNAIRES DIRECTLY TO THE OFFEROR. HOWEVER, QUESTIONNAIRES MAY BE SUBMITTED DIRECTLY TO NAVFAC. PLEASE CONTACT THE OFFEROR FOR NAVFAC POC INFORMATION. THE GOVERNMENT RESERVES THE RIGHT TO VERIFY ANY AND ALL INFORMATION ON THIS FORM.**

<b>(E) Exceptional</b>	Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective.	An Exceptional rating is appropriate when the Contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.
<b>(VG) Very Good</b>	Performance meets contractual requirements and exceeds some to the Government's/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.	A Very Good rating is appropriate when the Contractor successfully performed a significant event that was a benefit to the Government/Owner. There should have been no significant weaknesses identified.
<b>(S) Satisfactory</b>	Performance meets minimum contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	A Satisfactory rating is appropriate when there were only minor problems, or major problems that the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DOD policy, a fundamental principle of assigning ratings is that contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.
<b>(M) Marginal</b>	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	A Marginal is appropriate when a significant event occurred that the contractor had trouble overcoming which impacted the Government/Owner.
<b>(U) Unsatisfactory</b>	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.	An Unsatisfactory rating is appropriate when multiple significant events occurred that the contractor had trouble overcoming and which impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating.
<b>(N) Not Applicable</b>	No information or did not apply to your contract	Rating will be neither positive nor negative.

Contractor Information (Firm Name): \_\_\_\_\_

Client Information (Name): \_\_\_\_\_

**TO BE COMPLETED BY CLIENT**

**PLEASE CIRCLE THE ADJECTIVE RATING WHICH BEST REFLECTS YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE.**

<b>1. QUALITY:</b>	
a) Quality of technical data/report preparation efforts	E VG S M U N
b) Ability to meet quality standards specified for technical performance	E VG S M U N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	E VG S M U N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	E VG S M U N
<b>2. SCHEDULE/TIMELINESS OF PERFORMANCE:</b>	
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. <i>(If liquidated damages were assessed or the schedule was not met, please address below)</i>	E VG S M U N
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract	E VG S M U N
<b>3. CUSTOMER SATISFACTION:</b>	
a) To what extent were the end users satisfied with the project?	E VG S M U N
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	E VG S M U N
c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	E VG S M U N
d) Overall customer satisfaction	E VG S M U N
<b>4. MANAGEMENT/ PERSONNEL/LABOR</b>	
a) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force?	E VG S M U N
b) Ability to hire, apply, and retain a qualified workforce to this effort	E VG S M U N
c) Government Property Control	E VG S M U N
d) Knowledge/expertise demonstrated by contractor personnel	E VG S M U N
e) Utilization of Small Business concerns	E VG S M U N
f) Ability to simultaneously manage multiple projects with multiple disciplines	E VG S M U N
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changes	E VG S M U N
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	E VG S M U N



WD 05-2543 (Rev.-17) was first posted on www.wdol.gov on 12/30/2014  
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REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Diane C. Koplewski                      Division of  
Director                                      Wage Determinations

Wage Determination No.: 2005-2543  
Revision No.: 17  
Date Of Revision: 12/22/2014

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

States: North Carolina, Virginia

Area: North Carolina Counties of Camden, Chowan, Currituck, Gates, Pasquotank, Perquimans  
Virginia Counties of Chesapeake, Gloucester, Hampton, Isle of Wight, James City, Mathews, Newport News, Norfolk, Poquoson, Portsmouth, Southampton, Suffolk, Surry, Virginia Beach, Williamsburg, York

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	FOOTNOTE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	
14.03	
01012 - Accounting Clerk II	
15.74	
01013 - Accounting Clerk III	
17.61	
01020 - Administrative Assistant	
22.28	
01040 - Court Reporter	
17.11	
01051 - Data Entry Operator I	
11.94	
01052 - Data Entry Operator II	
13.90	
01060 - Dispatcher, Motor Vehicle	
16.01	
01070 - Document Preparation Clerk	
13.21	
01090 - Duplicating Machine Operator	
13.21	

01111 - General Clerk I  
12.08  
01112 - General Clerk II  
13.78  
01113 - General Clerk III  
15.47  
01120 - Housing Referral Assistant  
19.08  
01141 - Messenger Courier  
12.22  
01191 - Order Clerk I  
13.46  
01192 - Order Clerk II  
17.61  
01261 - Personnel Assistant (Employment) I  
16.22  
01262 - Personnel Assistant (Employment) II  
18.14  
01263 - Personnel Assistant (Employment) III  
20.23  
01270 - Production Control Clerk  
23.57  
01280 - Receptionist  
12.28  
01290 - Rental Clerk  
14.15  
01300 - Scheduler, Maintenance  
15.30  
01311 - Secretary I  
15.30  
01312 - Secretary II  
17.11  
01313 - Secretary III  
19.08  
01320 - Service Order Dispatcher  
15.37  
01410 - Supply Technician  
22.28  
01420 - Survey Worker  
13.82  
01531 - Travel Clerk I  
11.49  
01532 - Travel Clerk II  
12.26  
01533 - Travel Clerk III  
13.09  
01611 - Word Processor I  
13.38  
01612 - Word Processor II  
15.02  
01613 - Word Processor III  
16.80  
05000 - Automotive Service Occupations  
05005 - Automobile Body Repairer, Fiberglass  
23.47  
05010 - Automotive Electrician  
21.03  
05040 - Automotive Glass Installer  
20.09

05070 - Automotive Worker  
20.09  
05110 - Mobile Equipment Servicer  
18.15  
05130 - Motor Equipment Metal Mechanic  
22.02  
05160 - Motor Equipment Metal Worker  
20.09  
05190 - Motor Vehicle Mechanic  
22.02  
05220 - Motor Vehicle Mechanic Helper  
17.13  
05250 - Motor Vehicle Upholstery Worker  
19.10  
05280 - Motor Vehicle Wrecker  
20.09  
05310 - Painter, Automotive  
21.03  
05340 - Radiator Repair Specialist  
19.10  
05370 - Tire Repairer  
13.37  
05400 - Transmission Repair Specialist  
22.02  
07000 - Food Preparation And Service Occupations  
07010 - Baker  
11.48  
07041 - Cook I  
10.11  
07042 - Cook II  
11.21  
07070 - Dishwasher  
8.12  
07130 - Food Service Worker  
9.74  
07210 - Meat Cutter  
15.33  
07260 - Waiter/Waitress  
8.80  
09000 - Furniture Maintenance And Repair Occupations  
09010 - Electrostatic Spray Painter  
21.23  
09040 - Furniture Handler  
14.67  
09080 - Furniture Refinisher  
17.63  
09090 - Furniture Refinisher Helper  
14.36  
09110 - Furniture Repairer, Minor  
16.02  
09130 - Upholsterer  
18.34  
11000 - General Services And Support Occupations  
11030 - Cleaner, Vehicles  
11.41  
11060 - Elevator Operator  
11.41  
11090 - Gardener  
13.67

11122 - Housekeeping Aide  
11.92  
11150 - Janitor  
11.92  
11210 - Laborer, Grounds Maintenance  
11.41  
11240 - Maid or Houseman  
8.93  
11260 - Pruner  
11.63  
11270 - Tractor Operator  
12.88  
11330 - Trail Maintenance Worker  
11.41  
11360 - Window Cleaner  
12.64  
12000 - Health Occupations  
12010 - Ambulance Driver  
16.84  
12011 - Breath Alcohol Technician  
16.09  
12012 - Certified Occupational Therapist Assistant  
24.34  
12015 - Certified Physical Therapist Assistant  
24.89  
12020 - Dental Assistant  
15.56  
12025 - Dental Hygienist  
33.25  
12030 - EKG Technician  
23.73  
12035 - Electroneurodiagnostic Technologist  
23.73  
12040 - Emergency Medical Technician  
16.84  
12071 - Licensed Practical Nurse I  
14.39  
12072 - Licensed Practical Nurse II  
16.09  
12073 - Licensed Practical Nurse III  
17.95  
12100 - Medical Assistant  
13.48  
12130 - Medical Laboratory Technician  
17.16  
12160 - Medical Record Clerk  
13.96  
12190 - Medical Record Technician  
15.61  
12195 - Medical Transcriptionist  
14.13  
12210 - Nuclear Medicine Technologist  
30.53  
12221 - Nursing Assistant I  
9.46  
12222 - Nursing Assistant II  
10.27  
12223 - Nursing Assistant III  
11.21

12224 - Nursing Assistant IV  
12.58  
12235 - Optical Dispenser  
18.17  
12236 - Optical Technician  
15.08  
12250 - Pharmacy Technician  
17.33  
12280 - Phlebotomist  
12.58  
12305 - Radiologic Technologist  
25.40  
12311 - Registered Nurse I  
24.37  
12312 - Registered Nurse II  
29.81  
12313 - Registered Nurse II, Specialist  
29.81  
12314 - Registered Nurse III  
36.07  
12315 - Registered Nurse III, Anesthetist  
36.07  
12316 - Registered Nurse IV  
43.23  
12317 - Scheduler (Drug and Alcohol Testing)  
19.54  
13000 - Information And Arts Occupations  
13011 - Exhibits Specialist I  
20.46  
13012 - Exhibits Specialist II  
25.36  
13013 - Exhibits Specialist III  
29.19  
13041 - Illustrator I  
20.00  
13042 - Illustrator II  
24.56  
13043 - Illustrator III  
29.80  
13047 - Librarian  
32.67  
13050 - Library Aide/Clerk  
10.41  
13054 - Library Information Technology Systems  
23.82  
Administrator  
13058 - Library Technician  
16.78  
13061 - Media Specialist I  
16.68  
13062 - Media Specialist II  
18.66  
13063 - Media Specialist III  
20.80  
13071 - Photographer I  
13.93  
13072 - Photographer II  
18.46

13073 - Photographer III  
 22.43  
 13074 - Photographer IV  
 24.90  
 13075 - Photographer V  
 30.14  
 13110 - Video Teleconference Technician  
 15.93  
 14000 - Information Technology Occupations  
 14041 - Computer Operator I  
 15.56  
 14042 - Computer Operator II  
 17.40  
 14043 - Computer Operator III  
 19.41  
 14044 - Computer Operator IV  
 21.57  
 14045 - Computer Operator V  
 23.88  
 14071 - Computer Programmer I (see 1)  
 20.07  
 14072 - Computer Programmer II (see 1)  
 24.57  
 14073 - Computer Programmer III (see 1)  
 14074 - Computer Programmer IV (see 1)  
 14101 - Computer Systems Analyst I (see 1)  
 14102 - Computer Systems Analyst II (see 1)  
 14103 - Computer Systems Analyst III (see 1)  
 14150 - Peripheral Equipment Operator  
 15.56  
 14160 - Personal Computer Support Technician  
 21.57  
 15000 - Instructional Occupations  
 15010 - Aircrew Training Devices Instructor (Non-Rated)  
 33.24  
 15020 - Aircrew Training Devices Instructor (Rated)  
 40.21  
 15030 - Air Crew Training Devices Instructor (Pilot)  
 48.04  
 15050 - Computer Based Training Specialist / Instructor  
 32.44  
 15060 - Educational Technologist  
 29.72  
 15070 - Flight Instructor (Pilot)  
 48.04  
 15080 - Graphic Artist  
 24.28  
 15090 - Technical Instructor  
 20.94  
 15095 - Technical Instructor/Course Developer  
 25.61  
 15110 - Test Proctor  
 17.61  
 15120 - Tutor  
 17.61  
 16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations  
 16010 - Assembler  
 8.54

16030 - Counter Attendant  
8.54  
16040 - Dry Cleaner  
10.70  
16070 - Finisher, Flatwork, Machine  
8.54  
16090 - Presser, Hand  
8.54  
16110 - Presser, Machine, Drycleaning  
8.54  
16130 - Presser, Machine, Shirts  
8.54  
16160 - Presser, Machine, Wearing Apparel, Laundry  
8.54  
16190 - Sewing Machine Operator  
11.44  
16220 - Tailor  
12.22  
16250 - Washer, Machine  
9.27  
19000 - Machine Tool Operation And Repair Occupations  
19010 - Machine-Tool Operator (Tool Room)  
23.51  
19040 - Tool And Die Maker  
24.69  
21000 - Materials Handling And Packing Occupations  
21020 - Forklift Operator  
15.55  
21030 - Material Coordinator  
23.57  
21040 - Material Expediter  
23.57  
21050 - Material Handling Laborer  
11.27  
21071 - Order Filler  
11.49  
21080 - Production Line Worker (Food Processing)  
15.55  
21110 - Shipping Packer  
13.83  
21130 - Shipping/Receiving Clerk  
13.83  
21140 - Store Worker I  
12.41  
21150 - Stock Clerk  
15.52  
21210 - Tools And Parts Attendant  
15.55  
21410 - Warehouse Specialist  
15.55  
23000 - Mechanics And Maintenance And Repair Occupations  
23010 - Aerospace Structural Welder  
23.29  
23021 - Aircraft Mechanic I  
22.18  
23022 - Aircraft Mechanic II  
23.29  
23023 - Aircraft Mechanic III  
24.37

23040 - Aircraft Mechanic Helper  
16.35  
23050 - Aircraft, Painter  
20.20  
23060 - Aircraft Servicer  
18.22  
23080 - Aircraft Worker  
19.17  
23110 - Appliance Mechanic  
19.24  
23120 - Bicycle Repairer  
14.43  
23125 - Cable Splicer  
23.93  
23130 - Carpenter, Maintenance  
19.24  
23140 - Carpet Layer  
18.79  
23160 - Electrician, Maintenance  
21.90  
23181 - Electronics Technician Maintenance I  
22.38  
23182 - Electronics Technician Maintenance II  
23.53  
23183 - Electronics Technician Maintenance III  
24.70  
23260 - Fabric Worker  
17.81  
23290 - Fire Alarm System Mechanic  
20.20  
23310 - Fire Extinguisher Repairer  
16.50  
23311 - Fuel Distribution System Mechanic  
20.48  
23312 - Fuel Distribution System Operator  
16.73  
23370 - General Maintenance Worker  
18.30  
23380 - Ground Support Equipment Mechanic  
22.18  
23381 - Ground Support Equipment Servicer  
18.22  
23382 - Ground Support Equipment Worker  
19.17  
23391 - Gunsmith I  
16.50  
23392 - Gunsmith II  
18.33  
23393 - Gunsmith III  
20.20  
23410 - Heating, Ventilation And Air-Conditioning  
20.20  
Mechanic  
23411 - Heating, Ventilation And Air Contditioning  
21.31  
Mechanic (Research Facility)  
23430 - Heavy Equipment Mechanic  
20.03

23440 - Heavy Equipment Operator  
20.20  
23460 - Instrument Mechanic  
19.24  
23465 - Laboratory/Shelter Mechanic  
11.27  
23470 - Laborer  
11.27  
23510 - Locksmith  
19.31  
23530 - Machinery Maintenance Mechanic  
20.28  
23550 - Machinist, Maintenance  
19.32  
23580 - Maintenance Trades Helper  
16.29  
23591 - Metrology Technician I  
21.03  
23592 - Metrology Technician II  
22.04  
23593 - Metrology Technician III  
22.96  
23640 - Millwright  
25.71  
23710 - Office Appliance Repairer  
19.24  
23760 - Painter, Maintenance  
19.24  
23790 - Pipefitter, Maintenance  
20.23  
23810 - Plumber, Maintenance  
19.31  
23820 - Pneudraulic Systems Mechanic  
20.20  
23850 - Rigger  
20.52  
23870 - Scale Mechanic  
18.30  
23890 - Sheet-Metal Worker, Maintenance  
20.20  
23910 - Small Engine Mechanic  
19.24  
23931 - Telecommunications Mechanic I  
23.97  
23932 - Telecommunications Mechanic II  
25.18  
23950 - Telephone Lineman  
22.88  
23960 - Welder, Combination, Maintenance  
19.47  
23965 - Well Driller  
19.93  
23970 - Woodcraft Worker  
20.20  
23980 - Woodworker  
16.50  
24000 - Personal Needs Occupations  
24570 - Child Care Attendant  
9.58

24580 - Child Care Center Clerk  
13.48  
24610 - Chore Aide  
7.66  
24620 - Family Readiness And Support Services  
13.31  
Coordinator  
24630 - Homemaker  
14.24  
25000 - Plant And System Operations Occupations  
25010 - Boiler Tender  
20.80  
25040 - Sewage Plant Operator  
20.01  
25070 - Stationary Engineer  
20.80  
25190 - Ventilation Equipment Tender  
15.80  
25210 - Water Treatment Plant Operator  
20.01  
27000 - Protective Service Occupations  
27004 - Alarm Monitor  
16.96  
27007 - Baggage Inspector  
12.01  
27008 - Corrections Officer  
18.71  
27010 - Court Security Officer  
20.29  
27030 - Detection Dog Handler  
15.31  
27040 - Detention Officer  
18.71  
27070 - Firefighter  
19.65  
27101 - Guard I  
12.01  
27102 - Guard II  
15.31  
27131 - Police Officer I  
22.07  
27132 - Police Officer II  
24.52  
28000 - Recreation Occupations  
28041 - Carnival Equipment Operator  
10.47  
28042 - Carnival Equipment Repairer  
10.99  
28043 - Carnival Equipment Worker  
8.21  
28210 - Gate Attendant/Gate Tender  
14.30  
28310 - Lifeguard  
12.22  
28350 - Park Attendant (Aide)  
15.60  
28510 - Recreation Aide/Health Facility Attendant  
11.68

28515 - Recreation Specialist  
19.83  
28630 - Sports Official  
12.75  
28690 - Swimming Pool Operator  
15.63  
29000 - Stevedoring/Longshoremen Occupational Services  
29010 - Blocker And Bracer  
20.73  
29020 - Hatch Tender  
20.73  
29030 - Line Handler  
20.73  
29041 - Stevedore I  
19.71  
29042 - Stevedore II  
21.80  
30000 - Technical Occupations  
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)  
35.77  
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)  
24.66  
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)  
27.16  
30021 - Archeological Technician I  
18.28  
30022 - Archeological Technician II  
19.03  
30023 - Archeological Technician III  
25.14  
30030 - Cartographic Technician  
26.68  
30040 - Civil Engineering Technician  
25.15  
30061 - Drafter/CAD Operator I  
18.85  
30062 - Drafter/CAD Operator II  
21.09  
30063 - Drafter/CAD Operator III  
23.52  
30064 - Drafter/CAD Operator IV  
28.93  
30081 - Engineering Technician I  
17.82  
30082 - Engineering Technician II  
19.79  
30083 - Engineering Technician III  
22.59  
30084 - Engineering Technician IV  
27.42  
30085 - Engineering Technician V  
33.54  
30086 - Engineering Technician VI  
40.58  
30090 - Environmental Technician  
21.87  
30210 - Laboratory Technician  
20.41

30240 - Mathematical Technician  
26.68  
30361 - Paralegal/Legal Assistant I  
16.04  
30362 - Paralegal/Legal Assistant II  
19.88  
30363 - Paralegal/Legal Assistant III  
24.32  
30364 - Paralegal/Legal Assistant IV  
29.42  
30390 - Photo-Optics Technician  
26.68  
30461 - Technical Writer I  
23.10  
30462 - Technical Writer II  
28.24  
30463 - Technical Writer III  
34.17  
30491 - Unexploded Ordnance (UXO) Technician I  
22.74  
30492 - Unexploded Ordnance (UXO) Technician II  
27.51  
30493 - Unexploded Ordnance (UXO) Technician III  
32.97  
30494 - Unexploded (UXO) Safety Escort  
22.74  
30495 - Unexploded (UXO) Sweep Personnel  
22.74  
30620 - Weather Observer, Combined Upper Air Or (see 2)  
23.52  
Surface Programs  
30621 - Weather Observer, Senior (see 2)  
25.48  
31000 - Transportation/Mobile Equipment Operation Occupations  
31020 - Bus Aide  
11.61  
31030 - Bus Driver  
14.66  
31043 - Driver Courier  
13.40  
31260 - Parking and Lot Attendant  
9.25  
31290 - Shuttle Bus Driver  
14.22  
31310 - Taxi Driver  
11.32  
31361 - Truckdriver, Light  
14.22  
31362 - Truckdriver, Medium  
15.59  
31363 - Truckdriver, Heavy  
17.75  
31364 - Truckdriver, Tractor-Trailer  
17.75  
99000 - Miscellaneous Occupations  
99030 - Cashier  
8.95  
99050 - Desk Clerk  
9.12

99095 - Embalmer  
 23.61  
 99251 - Laboratory Animal Caretaker I  
 9.86  
 99252 - Laboratory Animal Caretaker II  
 10.47  
 99310 - Mortician  
 30.76  
 99410 - Pest Controller  
 15.66  
 99510 - Photofinishing Worker  
 11.61  
 99710 - Recycling Laborer  
 16.46  
 99711 - Recycling Specialist  
 18.57  
 99730 - Refuse Collector  
 15.17  
 99810 - Sales Clerk  
 11.04  
 99820 - School Crossing Guard  
 11.64  
 99830 - Survey Party Chief  
 18.10  
 99831 - Surveying Aide  
 11.30  
 99832 - Surveying Technician  
 16.46  
 99840 - Vending Machine Attendant  
 12.92  
 99841 - Vending Machine Repairer  
 15.13  
 99842 - Vending Machine Repairer Helper  
 12.92

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.02 per hour or \$160.80 per week or \$696.79 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service

includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther

King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor

Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in

accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees

who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and

related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer

programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

## 2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY &amp; SUNDAY PAY:

If you

work at night as part of a regular tour of duty, you will earn a night differential

and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday

premium of 25% of your basic rate for each hour of Sunday work which is not overtime

(i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees

employed in a position that represents a high degree of hazard when working with or

in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive

ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder

and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations

on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that

represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials

which involves potential injury such as laceration of hands, face, or arms of the

employee engaged in the operation, irritation of the skin, minor burns and the

like; minimal damage to immediate or adjacent work area or equipment being used.

All operations involving, unloading, storage, and hauling of ordnance, explosive, and

incendiary ordnance material other than small arms ammunition. These differentials

are only applicable to work that has been specifically designated by the agency for

ordnance, explosives, and incendiary material differential pay.

## \*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or

local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an

employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the

fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)}

When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure

that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

## Section K - Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY REFERENCE

52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	DEC 2014
52.209-7	Information Regarding Responsibility Matters	JUL 2013
52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort	OCT 2009
52.222-33	Notice of Requirement for Project labor Agreement	MAY 2010
52.222-38	Compliance With Veterans' Employment Reporting Requirements	SEP 2010
52.225-18	Place of Manufacture	MAR 2015
52.225-20	Prohibition on Conducting Restricted Business Operations in Sudan--Certification	AUG 2009
52.236-28	Preparation of Proposals--Construction	OCT 1997

## CLAUSES INCORPORATED BY FULL TEXT

## 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to –

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision \_\_\_\_\_ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of Provision)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

\_\_\_ TIN:.....

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other-----

(f) Common parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.; and

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principal, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ( ) intends, ( ) does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks “intends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)

Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2014) - ALTERNATE I (MAY 2014)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 562910.

(2) The small business size standard is 500 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ( \_\_\_ ) is, ( \_\_\_ ) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( \_\_\_ ) is, ( \_\_\_ ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( \_\_\_ ) is, ( \_\_\_ ) is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.] The offeror represents as part of its offer that--

(i) It ( \_\_\_ ) is, ( \_\_\_ ) is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ \_\_\_ ] is, [ \_\_\_ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible

under the WOSB Program and other small businesses that are participating in the joint venture: ---- \_\_\_ -----.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.] The offeror represents as part of its offer that--

(i) It ( \_\_\_ ) is, ( \_\_\_ ) is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ \_\_\_ ] is, [ \_\_\_ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: ---- \_\_\_ -----.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( \_\_\_ ) is, ( \_\_\_ ) is not a veteran-owned small business concern.

(7) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.) The offeror represents as part of its offer that it ( \_\_\_ ) is, ( \_\_\_ ) is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ( \_\_\_ ) is, ( \_\_\_ ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( \_\_\_ ) is, ( \_\_\_ ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_ .) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(9) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

\_\_\_ Black American.

\_\_\_ Hispanic American.

\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ( ) It has, ( ) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ( ) It has, ( ) has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. (DEC 2012)

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

Person--

(1) Means--

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

Sensitive technology--

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) The offeror shall email questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with 25.703-4, by submission of its offer, the offeror—

(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(3) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if—

(1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of provision)

#### 52.227-6 ROYALTY INFORMATION (APR 1984)

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

(1) Name and address of licensor.

(2) Date of license agreement.

(3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.

(4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.

(5) Percentage or dollar rate of royalty per unit.

(6) Unit price of contract item.

(7) Number of units.

(8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

(End of provision)

#### 252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2015)

Substitute the following paragraphs (d) and (e) for paragraph (d) of the provision at FAR 52.204-8:

(d)(1) The following representations or certifications in the System for Award Management (SAM) database are applicable to this solicitation as indicated:

(i) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus--Representation. Applies to all solicitations with institutions of higher education.

(ii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.222-7007, Representation Regarding Combating Trafficking in Persons, as prescribed in 222.1771. Applies to solicitations with a value expected to exceed the simplified acquisition threshold.

(iv) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(v) 252.225-7049, Prohibition on Acquisition of Commercial Satellite Services from Certain Foreign Entities--Representations. Applies to solicitations for the acquisition of commercial satellite services.

(vi) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(vii) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.

(viii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.

(ix) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

\_\_\_ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

\_\_\_ (ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.

\_\_\_ (iii) 252.225-7020, Trade Agreements Certificate.

\_\_\_ Use with Alternate I.

\_\_\_ (iv) 252.225-7031, Secondary Arab Boycott of Israel.

\_\_\_ (v) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.

\_\_\_ Use with Alternate I.

\_\_\_ Use with Alternate II.

\_\_\_ Use with Alternate III.

\_\_\_ Use with Alternate IV.

\_\_\_ Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the SAM Web site at <https://www.acquisition.gov/>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below \_\_\_ [offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Clause #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

**252.209-7993 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW—FISCAL YEAR 2014 APPROPRIATIONS (DEVIATION 2014-OO0009) (FEB 2014)**

(a) In accordance with sections 8113 and 8114 of the Department of Defense Appropriations Act, 2014, and sections 414 and 415 of the Military Construction and Veterans Affairs and Related Agencies Appropriations Act,

2014 (Public Law 113-76, Divisions C and J), none of the funds made available by those divisions (including Military Construction funds) may be used to enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is  is not  a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is  is not  a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

## Section L - Instructions, Conditions and Notices to Bidders

## CLAUSES INCORPORATED BY REFERENCE

52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.222-5	Construction Wage Rate Requirements--Secondary Site of the Work	MAY 2014
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
52.225-12	Notice of Buy American Requirement - Construction Materials Under Trade Agreements	MAY 2014
52.232-28	Invitation to Propose Performance-Based Payments	MAR 2000
252.215-7009	Proposal Adequacy Checklist	JAN 2014

## CLAUSES INCORPORATED BY FULL TEXT

## 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010)

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

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

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

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

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

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

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

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

(1) The offeror shall prepare and submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

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

(End of provision)

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

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to 5 sources under this solicitation.

(End of provision)

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
[Insert Goals]	[Insert Goals]

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from

Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is  
[Contracting Officer shall insert description of the geographical areas where the contract is to be performed, giving the State, county, and city].

(End of provision)

#### 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Laura A. Johnson  
Contracting Officer  
9324 Virginia Ave.  
Bldg Z140, Room 114  
Norfolk, VA 23511  
Ph: 757-341-0070

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

## Section M - Evaluation Factors for Award

## CLAUSES INCORPORATED BY REFERENCE

52.217-5 Evaluation Of Options

JUL 1990

EVALUTION FACTORS FOR AWARD

## A. 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.

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 below:**

**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).