

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE J	PAGE OF PAGES 1   47
2. AMENDMENT/MODIFICATION NO. 0009	3. EFFECTIVE DATE 15-Mar-2016	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)
6. ISSUED BY NAVFAC MID ATLANTIC IPT NORTH 9324 VIRGINIA AVENUE BLDG Z-144 NORFOLK VA 23511	CODE N40085	7. ADMINISTERED BY (If other than item 6) <b>See Item 6</b>		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		X	9A. AMENDMENT OF SOLICITATION NO. N40085-15-R-8731	
		X	9B. DATED (SEE ITEM 11) 18-Dec-2015	
			10A. MOD. OF CONTRACT/ORDER NO.	
			10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  REMEDIAL ACTION OPERATIONS (RAO)/LONG TERM MANAGEMENT (LTM) MULTIPLE AWARD CONTRACT (MAC) FOR PROJECTS WITHIN THE AREAS OF RESPONSIBILITY (AOR). THE AREA INCLUDES; "NEW ENGLAND" AREA (DEFINED AS CONNECTICUT, MAINE, MASSACHUSETTS, NEW HAMPSHIRE, RHODE ISLAND AND VERMONT), AND THE "MID-ATLANTIC AREA" (DEFINED AS DELAWARE, NEW JERSEY, NEW YORK AND PENNSYLVANIA)  This amendment is issued to incorporate a revised Section C, Section L and Section M. The proposal Due Date is extended from Friday, 18 March 2016 to Thursday, 24 March 2016.  All other terms and conditions remain the same.  Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
		TEL:	EMAIL:	
15B. CONTRACTOR/OFFEROR  _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED  15-Mar-2016

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

## SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

AMENDMENT 0009

### Questions and Answers

1. RFP: Page 99 of 118, (2) Price Proposal (proposed Seed Project): "Provide name of financial institution, point of contact, telephone number and e-mail address. Provide a signed statement of release giving the reference permission to release the information to the Navy." Please clarify the type of "information" the signed statement should permit the reference bank to release to the Navy.

**Government Response: Information concerning accounts and loans (ex. Date opened, balances etc...) for the contractors that are selected for award.**

2. Is a relationship based on a Teaming Agreement acceptable for two firms to combine their resources/experience and be considered the prime for this contract?

**Government Response: In order for an 8(a) teaming arrangement to be accepted, an 8(a) must have a SBA endorsed Mentor protégé/Joint Venture Agreement.**

3. Per EM385-1-1, a Certified Safety Professional can be substituted for a Certified Industrial Hygienist. Page 15 of 118, C5.1 Regulations states the work shall comply with EM385-1-1. However, Page 9 of 118, C2.3 Key Personnel Qualifications lists a Certified Industrial Hygienist as key personnel (C.2.3.4 Certified Industrial Hygienist). Please revise C.2.3.4 to include a Certified Industrial Hygienist and/or Certified Safety Professional as key personnel.

**Government Response: See Amendment 0009**

4. Page 102 of 118, Factor 2, Recent, Relevant Experience of the firm, (i)(1) states "*Offeror (OR YOUR TEAM MEMBER) must have been the prime contractor for each project; subcontractor experience will not be considered. NOTE: For the purposes of this solicitation, the term "TEAM" shall be defined as two or more companies which form a partnership or joint venture to act as a potential PRIME CONTRACTOR for the purposes of contract performance under the subject solicitation.*" Please define what a subcontractor is for this solicitation.

**Government Response: Per FAR 3.1001 means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.**

5. Page 109 of 118, Section M – Evaluation Factors for Award, B. Evaluation Factors for Award, 3.(a)(2): Please confirm an Implementation Plan is required in addition to the Bid Form for the seed project.

**Government Response: Yes, an implementation plan and a bid sheet are required. See Amendment 0009, Section L.**

6. Page 109 of 118, Section M – Evaluation Factors for Award, B. Evaluation Factors for Award, 3.(a)(2): Please explain how the Implementation Plan for the seed project will be evaluated.

**Government Response: The Implementation Plan will be evaluated to confirm the contractor fully understands the scope of work.**

7. Page 109 of 118, Section M – Evaluation Factors for Award, B. Evaluation Factors for Award, 3.(a)(2): Should the Implementation Plan be included in the Price Proposal?

**Government Response: See Amendment 0009, Section L, (b) (2)**

8. Can the Department of the Navy please provide copies of the "Final Operations and Maintenance Plan for Soil Vapor Extraction Containment System" and the "Supplemental Offsite Soil vapor Intrusion Monitoring Plan for the Soil Vapor Extraction Containment System" for review while developing costs to perform the Seed Project?

**Government Response: The documents are in NIRIS, below are the instructions to access the public web site, type in the complete name of the document.**

**Instructions: Click on the web site - <http://go.usa.gov/DyXF>**

**Slide 1 - This will provide the background information for NWIRP. On the left is a list of facilities. Scroll down to the "Naval Weapons Industrial Reserve Plant Bethpage". Four subsections will appear.**

**Slide 2- Administrative Records contains public documents for NWIRP. Click on "Administrative Record File to view the documents**

**Slide 3 - Admin Record Search provide a search function for the documents in the administrative record. Some of the columns of the administrative documents can be reorder by clicking on the headers (i.e. date)**

## PERFORMANCE WORK STATEMENT

### C.1. GENERAL CONTRACT REQUIREMENTS

C.1.1 GENERAL. This indefinite delivery, indefinite quantity contract shall be to support Naval Facilities, Mid-Atlantic (NAVFAC ML), in its Remedial Action Operation (RAO)/ Long Term Management (LTM) actions at Navy Environmental Restoration (ER) sites. Projects may be performed at various locations in the United States; however the majority will occur in "New England" area (Maine, New Hampshire, Vermont, Massachusetts, Connecticut, Rhode Island) and the "Mid-Atlantic" area (New York, Pennsylvania, New Jersey, Delaware). Engineering services shall be accomplished in the contractor's facilities, with the exception of work that requires site presence or other locations as directed by either the Contracting Officer (KO) or his designated representative per this contract. Typical site work involves operating remediation systems, or conducting inspections, sampling, monitoring, etc. The Navy will not provide direct supervision of the contractor's employees, and work will be identified and assigned through distinct task orders.

#### C.1.2 Task Orders

C.1.2.1 Solicitation. 8A 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 contractors in order to develop a mutually agreed upon Statement of Work. To facilitate such partnered scoping, all 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. Each awardee will have a fair opportunity to be considered for the original orders but we will attempt to negotiate subsequent follow-on CTO's on a sole-source basis in the interest of economy and efficiency. If we are unable to negotiate a fair and reasonable price, we will reserve the right to compete the follow-on work on a "fair opportunity" basis to all contract awardees.

C.1.2.4 Bidding Responsibilities. Contractors are required to submit quotes and backup information, if requested, 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.1.2.5 Bidding Eligibility. Contractors who are not performing satisfactorily on any task order may be prohibited from submitting proposals on future orders until past performance deficiencies have been corrected. The Government also reserves the right to direct a Task Order Solicitation to a specific firm or firms should it be in the Government's best interest, for example to fulfill the contract minimum guarantee or to obtain services of a unique nature which may be delivered by only one contractor.

### C.1.3 SCOPE OF WORK.

C1.3.1 Services. Work for this contract will involve assessment of remedial action effectiveness by measuring levels of chemicals in various media, assessing their impact on biota, and comparing the results with cleanup levels (CUL's). That information will be used to identify contaminant trends in the environment in order to optimize operation and maintenance of the remedial action systems. Typical remedial actions may include but are not limited to: the construction of various soil, sediment and/or groundwater remediation systems that 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). This contract covers services in the following areas:

C.1.3.2 Remedial Action Operations (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 implementation & management/maintenance of Land Use Controls (LUCs).

- a. Provide operations and maintenance of remedial action systems in compliance with the system Operations and Maintenance (O&M) manuals and installation-specific solid waste instructions. This shall include inspection and reporting of system operating conditions and replacement of supplies and equipment as necessary to reach or maintain system performance goals. This task may also include system modifications as new policies and regulations are implemented throughout the contract.
- b. Optimization shall be performed in accordance with DON Policy for Optimizing Remedial and Removal Action under the Environmental Restoration Program; as well as NAVFAC Guidance for Optimizing Remedial Action Operation
- c. Monitoring shall be performed as specified below under Long Term Monitoring

C.1.3.3 Long Term Management (LTM) occurs when the selected remedy has achieved the cleanup goals (possibly done under the remedial action or RAO phase), and 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 five year reviews.

#### a. LONG TERM MONITORING

1. Use the Data Quality Objective (DQO) process for the purpose of meeting and optimizing ER LTM requirements. DQOs shall be developed for the purposes of fulfilling program monitoring requirements and gaining regulatory and stakeholder acceptance. DQOs shall be developed per references a) and b), and NAVFAC optimization guidance.
2. Develop work plans for the purpose of sampling, analyzing, and reporting concentrations of various contaminants and/or geochemical indicators in various media. Media may include but not be limited to: air, groundwater, surface water, marine/aquatic environments and sediment, soil, soil vapor, benthic or terrestrial organisms, bioassays, and various tanks or wastes. The work plans shall be created or updated for the purpose of evaluating DQOs. Work plans shall be

developed per references c) and d) and shall include or update both a Sampling and Analysis Plan (SAP) and a Quality Assurance Project Plan (QAPP).

3. Based on approved work plans, mobilize, collect, analyze, validate, and report sampling data and/or field measurements.
4. Provide trend analysis and data quality assessment of sampling data and report conclusions in reference to DQOs. The report should include recommendations for LTM program adjustment or modification if necessary to maintain optimal achievement of remedial goals. Assessment and documentation of Monitored Natural Attenuation (MNA) is included within this area. Data quality assessment shall be accomplished per reference e) and current Navy guidance.
5. Provide human health and or ecological risk assessments to determine if threat to human health exists, and if so it's magnitude and immediacy.
6. Perform project management and engineering services in support of long term monitoring activities.
7. Provide technical and administrative support for public involvement activities as required.
8. Install, maintain, and abandon monitoring wells as required.
9. Manage and dispose of wastes resulting from the work performed under this contract per Navy activity instructions and guidelines.
10. Prepare and submit electronic data and reports to the Navy Installation Restoration Information Solution (NIRIS) database per the Standard Operating Procedures (SOP's). Current versions of the SOPs are published on the NIRIS system.
11. Develop technical memoranda and reports including but not limited to inspection, monitoring, testing, sampling, modeling, annual summaries, various permitting reports, and response completion reports.
12. Evaluate Navy compliance with activity-specific institutional controls.

C.1.3.4 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 include but may not be limited to: asbestos, volatile organic compounds (solvents), semi volatile organic compounds, 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, firefighting training areas, or other facilities.

C.1.3.5 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.

#### C.1.4 PERSONNEL REQUIREMENTS

C.1.4.1 GENERAL. The required educational and experience qualifications for key personnel are set forth below. All key personnel shall work for the prime contractor. Key personnel qualifications shall be submitted for approval and may be revised, with approval, on a task order basis.

C.1.4.2 CONTRACTOR WORK FORCE RESPONSIBILITY. Organize, furnish, maintain, supervise, and direct a work force which, within the limitation of the provisions of the contract, is thoroughly capable and qualified to effectively perform the work set forth in the contract.

C.1.4.3 KEY PERSONNEL QUALIFICATIONS. The required educational, experience and training qualifications for key personnel are set forth below:

C.1.4.4 PROGRAM MANAGER. Responsibilities include overseeing all aspects of awarded Task Orders. Duties include monitoring and controlling project quality, assuring compliance with applicable Federal, State, Department of Defense, Navy and local regulations and policy, ensuring compliance with health and safety requirements, and performing as the Contractor's chief representative. The qualified individual for this position shall have as a minimum:

- a. Undergraduate degree or higher in management or science.
- b. Ten years experience managing or overseeing large task order contracts involving multiple concurrent project at multiple location and
- c. Six years of experience working as a senior manager or senior engineer with environmental restoration, long-term monitoring or environmental operation and maintenance projects.

C.1.4.5 DATA QUALITY OBJECTIVE (DQO) PROCESS MANAGER. Responsibilities include developing DQOs and facilitating the DQO process. This includes meeting with the Navy, regulators, contractors, and any other stakeholders for the purpose of gaining consensus and establishing decision rules and approaches to current or new LTM or O&M requirements. Qualifications include the following:

- a. Must have experience with applied statistics and a demonstrated proficiency in statistical sampling design, particularly in implementation of the DQO process.
- b. Must be familiar with EPA guidance on the DQO process, sampling, and data quality assessment per references f), g) and a). and with software tools for implementing the DQO process.
- c. Must have experience in developing optimal sampling design strategies explicitly accounting for inherent sampling and analysis uncertainties.
- d. Possess expertise in statistical time series modeling, hypothesis testing, and uncertainty analysis for long-term monitoring, and be able to implement methodology that may or may not depend on normality assumptions.

#### C.1.4.6 QUALITY CONTROL (QC) PROCESS OR PROGRAM MANAGER (QCPM).

Responsibilities include developing, maintaining, and enforcing a comprehensive Quality Control Management Plan (QCMP). The QCPM shall have five (5) years of QC/QA experience managing environmental restoration, long-term monitoring or environmental operation and maintenance projects.

#### C.1.4.7 CERTIFIED INDUSTRIAL HYGIENIST AND/OR CERTIFIED SAFETY PROFESSIONAL.

Responsibilities include implementing and overseeing the contractor's health and safety program (HASP) and plans. The CIH is required to be American Board of Industrial Hygiene (ABIH) certified, and possesses the following:

- a. Undergraduate (4-year) degree in physical science, life sciences, or engineering from an accredited college or university;
- b. Five (5) years professional experience as a full-time industrial hygienist;
- c. Demonstrable expertise in air monitoring technologies, and in the development of personal protective equipment programs for working in potentially toxic atmospheres;
- d. Working knowledge of applicable federal, state, and local occupational health and safety regulations; and
- e. Formal education and training in occupational health and safety.

C.1.4.8 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.1.4.9 TRAINING REQUIREMENTS

C.1.4.10 Contractors are expected to have personnel with the skills to perform the requirements of this contract. In addition, and prior to start of work the contractor shall ensure receipt of Occupational Safety and Health Act (OSHA) safety training per 29 CFR 1910.120 for all required personnel.

C.1.4.11 The Navy will not allow nor reimburse as direct costs, those associated with the training of contractor personnel in any effort to initially attain the 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.2.1.2 Project Information. The type of project information the Government may provide, if available, to the Contractor depends on the specific task order. The information may include contract drawings, maps and specifications, reports, reference drawings, and boring logs.

#### C.2.1.3 EXISTING WORK

C.2.1.4 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.2.1.5 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.2.1.6 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.2.1.7 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.2.1.8 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.x.x 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.3 SECURITY REQUIREMENTS.

C.3.1 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.3.1.1 Identification Badges and Vehicle Passes. Identification badges and vehicle passes will be furnished without charge, if required; application for and use of passes will be specified in the Contract Task Orders. Immediately report lost or stolen passes to the cognizant security officer.

C.3.1.2 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.3.1.3 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.3.1.4 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.3.1.5 EMERGENCY RESPONSE**

**C.3.1.6 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.3.1.7 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.3.1.8 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.4. CONTRACTOR QUALITY CONTROL (QC) PROGRAM**

**C.4.1 SUMMARY.** This part establishes minimum requirements for quality control which shall apply to all contract task orders. More stringent requirements may be included in specific contract task orders if the statement of work dictates.

**C.4.2 SUBMITTALS.** Provide a contract Quality Control Management Plan (QCMP) within thirty (30) days from contract award. Additionally, the contractor will be directed to submit a site specific QC plan (SSQCP) for each contract task order.

**C.4.2.1 QUALITY CONTROL MANAGEMENT REQUIREMENTS.** Establish and maintain an overall contract QC management program consisting of a QC Organization, QCMP, SSQCP's, a

coordination and mutual understanding meeting, specific project QC meetings, three-phase control procedures, submittal reviews and approvals, testing, completion inspections, and QC certifications and documentation as necessary to provide materials, equipment, workmanship, fabrication, construction, and operations in compliance with this contract. The objective of the plan is to ensure that appropriate technical and procedural standards are followed for all reports, field sampling and measures, designs, drawings and documentation. It shall address the QC Organization and Management Responsibility, Quality Improvement, personnel training, procedural methods to be used, testing, equipment calibration, inspections and the level of QC to be applied to tasks to ensure that the results and conclusion produced are accurate and reliable.

C.4.2.2 PROJECT QUALITY CONTROL PLAN. Submit for approval by the KO or designated representative, a project QC plan that covers both on- and off-site field work and includes the following: The SSQCP's shall include the elements of the QC program, and shall cover all field work. No work or testing may be performed unless the SSQCP has been approved and the QC program manager or project QC manager is at the work site.

- a. Name and qualifications in resume format, of the project QC manager.
- b. A letter signed by an officer of the firm appointing the project QC manager, and stating that they are responsible for implementation of 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 register as specified in C7, "Deliverables," and as required by the contract task order.
- d. Testing laboratory information required by the paragraph entitled "4.4.1 Laboratory Testing Requirements: Minimum Performance Standards for Environmental Laboratories," as applicable.
- e. A plan and log that includes required tests, their frequency, person responsible for conduct of the test, and reference to the specification paragraph number dictating the test be performed.
- f. Documentation procedures, including proposed report formats.
- g. A list of external organizations such as testing laboratories, architects, and consulting engineers that will be employed by the contractor, and a description of the services the firms will provide.

C.4.2.3 PRELIMINARY WORK AUTHORIZED PRIOR TO APPROVAL. No work shall be authorized prior to approval of the project QC plan unless specifically authorized by either the KO or designated representative.

C.4.2.4 APPROVAL. Approval of the project QC plan is required prior to the start of work. Either the KO 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.4.3 CONTRACT QC MANAGEMENT AND PERSONNEL

C.4.3.1 QC PROGRAM MANAGER. Provide a QC program manager for management and implementation of the contract QC program. Any changes to the established contract QCPP or SSQCP's shall be at the direction and approval of the QC program manager, with concurrence of the contracting officer (KO) or designated representative. If a separate project QC manager is assigned 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, the contracting officer KO, or designated representative.

C.4.3.2 PROJECT QC MANAGER. The contractor shall use trained, experienced project QC managers to assist and represent the QC program manager with implementation and enforcement of the approved project QC plans. The project QC manager for each task order shall manage the site specific QC requirements per the QCPP. The project QC manager is required to attend the coordination and mutual understanding meetings, conduct QC meetings, perform three phases of control, and perform submittal reviews and approvals except for those which require either the KO or designated representative approval. The project QC manager shall also be responsible for testing and preparation of QC certifications and documentation required by this contract.

C.4.3.2.1 ADDITIONAL DUTIES. In addition to management and implementation of the site specific QC program, the project QC manager may be assigned other duties on a part-time basis, and may also serve as the Site Health and Safety Specialist (SSHS) if qualified or the project superintendent. The project superintendent shall mean the individual with the responsibility for overall management of the project, including quality and production. When approved in advance by the KO or designated representative, the project superintendent may act in a dual role as the project QC manager and the project superintendent. In any case, the person assigned as the project QC manager shall be held responsible for the quality of work on the job and is subject to removal by the KO or designated representative for noncompliance with quality requirements specified in the contract.

C.4.3.2.2 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.4.3.2.3 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.4.3.3 CONTRACTOR QUALITY ASSURANCE. For task orders in which the prime contractor subcontracts laboratory services, a Contractor Quality Assurance Manager (QAM) and Project Chemist must be designated by the prime contractor. The Government QAM will monitor the prime to ensure that appropriate oversight of environmental sampling and testing activities is being provided.

C.4.3.3.1 CONTRACTOR QUALITY ASSURANCE Manager (QAM) – The Contractor QAM provides internal quality assurance surveillance during the implementation of the project. The contractor QAM:

- Approves project-specific Method Quantitation Objectives (MQOs) that will meet the project-specific performance standards;
- Verifies appropriateness of sampling procedures, analytical methods, and laboratory quality systems;
- Approves the final QAPP (if prepared by the Contractor);
- Verifies the selection of appropriately qualified laboratories;
- Coordinates field and laboratory quality assurance surveillance, per contract specifications;
- Notifies the Government QAM of any problems or nonconformance issues (Attachment 1 shall be used for this purpose);
- Directs the performance of data review, per contract specifications; and
- Monitors corrective action.

C.4.3.3.2 CONTRACTOR PROJECT CHEMIST – The Contractor Project Chemist provides coordination and quality assurance surveillance of laboratory services, including:

- Defines project-specific MQO's that will meet the project-specific performance standards;
- Determines appropriateness of sampling and analytical methods and laboratory quality systems;
- Oversees QAPP preparation;
- Verifies laboratory qualifications;
- Makes recommendations for laboratory selection;
- Coordinates with the laboratory during contract execution;
- Notifies the Contractor QAM of any problems or nonconformance issues;
- Performs data review, per contract specifications; and
- Implements and monitors corrective action, as needed.

C.4.3.3.3 PERSONNEL QUALIFICATIONS: Project teams should establish the level(s) of qualifications and experience necessary for the procurement of specific sampling or testing services. The following are minimum qualifications for Contractor personnel performing quality assurance surveillance:

- a. Contractor QAM – Minimum qualifications are a Bachelor's degree with at least 4 years of combined experience in the laboratory and/or as part of a consultant project management

- team. If not a degreed chemist, the QAM must have knowledge and experience in the sampling and analysis of environmental media, and associated quality assurance. The solicitation and contract may specify additional qualifications for the Contractor QAM as necessary.
- b. Contractor Project Chemist – Minimum qualifications are a Bachelor’s degree in chemical, environmental, biological sciences, physical sciences or engineering, with at least 30 semester hours in chemistry, supplemented by course work in mathematics through differential and integral calculus, at least 6 semester hours of physics, and at least 2 years of experience in areas of environmental sampling and analytical testing relevant to the project. An advanced degree in one of the above disciplines may be substituted for equivalent experience. As applicable to the specific project, the Project Chemist must also have knowledge of environmental analytical chemistry methodologies, chemistry of remedial treatment technology, chemical fate and transport, and experience in the sampling and analysis of toxic/hazardous chemicals in environmental matrices.

#### C.4.4 TESTING LABORATORIES

C.4.4.1 TESTING LABORATORY REQUIREMENTS. Minimum Performance Standards for Environmental Laboratories Laboratories performing analyses in support of this procurement must have an established and documented laboratory quality system that conforms to ISO/IEC 17025:2005 as implemented by the DoD Quality Systems Manual for Environmental Laboratories (latest version). The laboratory’s authorized contract representative and the laboratory Quality Assurance Officer (however named) must declare laboratory conformance to the DoD QSM (latest version), by completing “Declaration of Conformance to the Department of Defense Quality Systems Manual for Environmental Laboratories Version 3 (DoD QSM)”, found at Attachment A of the contract. A “Laboratory Non-Conformance Report”, Attachment B of the contract, shall be used to report nonconformance. Laboratories must possess any required state or host nation certification and/or be accredited for each applicable test method, by a nationally recognized laboratory accreditation body (e.g. NELAP), compliant with ISO/IEC 17011:2004. All laboratories must demonstrate the ability to generate acceptable results from the analysis of proficiency-testing (PT) sample(s), subject to availability, using each applicable method in the specified matrix. Upon request, laboratories must make available to the Department of Defense, the results of all PT samples analyzed by the laboratory during the period of performance. The Contractor shall ensure the laboratory makes appropriate documentation available to the Government Chemist/QAM. All laboratories are subject to on-site assessments by authorized representatives of the Department of Defense. The Contractor shall ensure the Government is notified in writing of any change in laboratory certification or accreditation status within 30 calendar days of the change. This written notification requirement applies, but is not limited, to suspension or revocation of certification or accreditation.

#### C.4.5 QC CERTIFICATIONS

C.4.5.1 CONTRACTOR QUALITY CONTROL REPORT CERTIFICATION. Each contractor QC report shall contain the following statement signed by the project QCPM: "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.4.5.2 COMPLETION CERTIFICATION. Upon completion of work under a contract task order, the project QCPM shall furnish a certificate to the CO or designated representative attesting that "the work has been completed, inspected, and tested, and is in compliance with the contract."

#### C.4.6 CHEMICAL QUALITY CONTROL/QUALITY ASSURANCE

C.4.6.1 Following award of the contract, Contractor shall implement and comply with all quality systems documentation and project-specific performance standards accepted by the Government. Work involving environmental sampling or testing shall not commence until the Government has determined that Contractor's quality systems documentation meets all specifications contained in the contract.

##### A: Required Quality Systems Documentation

Following award of the contract, Contractor shall submit the following quality systems documentation to the Contracting Officer, vice the Contracting Officer's Representative. Submitted documents shall recognize the responsibility of Contractor to carry out its quality control obligations and contain measurable inspection and acceptance criteria corresponding to the performance standards contained in the Statement of Work:

Documentation	Specification	Due Date
Contractor Quality Management Plan	UFP-QS (reference t)	30 days after Award
Combined Quality Control Plan	UFP-QS and UFP-QAPP (reference t, u)	As required
Program-wide Quality Assurance Project Plan	UFP-QAPP	30 days after Award
Project-specific Quality Assurance Project Plan	UFP-QAPP	Prior to TO environmental sampling event
Laboratory Quality Management Plan	DoD QSM (reference s)	As required
Laboratory Declaration of Conformance to DoD QSM	Attachment 2	Prior to TO environmental sampling event

The Government will review and return the quality systems documentation, with comments, indicating acceptance or rejection. If necessary, Contractor shall revise the documentation to address all comments and shall submit the revised documentation to the Government for acceptance.

Work involving environmental sampling or testing shall not commence until the Government has accepted Contractor's quality systems documentation.

##### B: Required Contractor Certifications and Quality Control Reports

Following award of the contract, and during project implementation, Contractor shall submit the following quality control reports to the Contracting Officer, vice the Contracting Officer's Representative:

Documentation	Schedule
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Contractor Daily Quality Control Report	Daily
Contractor Daily Production Report	Daily

### C: Higher-Level Contract Quality Requirements

The Contractor shall also comply with the higher-level quality standard(s) indicated below:

Title	Specification
Quality Systems for Environmental Data and Environmental Technology Programs	ANSI/ASQ E4-2004 (ref. o)
General requirements for the competence of testing and calibration laboratories	ISO/IEC 17025:1999 (ref p)
Conformity assessment – general requirements for accreditation bodies accrediting conformity assessment bodies	ISO/IEC 17011:2004 (ref q)

### D: Prohibited Practices

Prohibited practices for sampling and testing are detailed in Section J, Attachment 16 of the contract, “Prohibited Practices Involving Environmental Sampling and Testing Activities”.

C4.8.1 SAMPLING AND ANALYSIS PLAN (SAP). CTO specific SAPs / QAPPs will be developed in accordance with NAVFAC SAP Template and UFP QAPP guidance. The Contractor QC Program Manager shall review and approve the SAP prior to submittal to the QAM for review and approval. This approval shall be identified by signature on the cover page. The SAP shall be submitted to the Government QAM for review and approval prior to field implementation.

### C.5 ENVIRONMENTAL AND NATURAL RESOURCES PROTECTION

C.5.1 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.5.2 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.5.3 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.5.3.1 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.5.3.2 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.5.4 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.5.4.1 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.5.4.2 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.5.4.3 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.5.4.4 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.5.4.5 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.5.4.6 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.5.4.7 Wetland Areas. The Contractor shall not disturb any wetland areas unless authorized.

C.5.5 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.5.6 EROSION AND SEDIMENT CONTROL MEASURES

C.5.6.1 Burnoff. Burnoff of the ground cover is not permitted.

C.5.6.2 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.5.6.3 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.5.6.4 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.5.7 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.5.8 CONTROL AND DISPOSAL OF HAZARDOUS MATERIAL AND WASTE

C.5.8.1 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.5.8.2 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.5.8.3 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.5.8.4 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.5.8.5 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.5.8.6 Waste Manifests. Original waste manifests shall be forwarded to the Contracting Officer or designated representative.

C.5.8.7 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.5.8.8 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.5.9 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.5.10 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.5.11 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.5.12 PERMITS. Obtain administrative and substantive permits, licenses, and certificates required by contract task orders.

C.6. HEALTH AND SAFETY. This subsection describes the minimum Contractor health and safety requirements associated with this contract and shall apply to all task orders. The contractor shall have an ongoing health and safety program in accordance with reference h). The contractor shall also have a qualified person prepare, implement, and enforce for each site described in contract task orders, a written site-specific Accident Prevention Plan (APP) with a Site Health and Safety Plan (SHSP) included as part of the APP. The Contractor shall ensure that their subcontractors, suppliers, and support personnel follow the health and safety provisions.

C.6.1 REGULATIONS. The Contractors Health and Safety Program, Accident Prevention Plans, and Site Health and Safety Plans shall comply with and reflect appropriate requirements of the U.S. Army Corps of Engineers (COE) "Safety and Health Requirements Manual", EM-385-1-1 latest edition; Occupational Safety and Health Administration (OSHA), specifically 29 CFR 1910 (especially 29CFR 1919.120) and 29 CFR 1926; "Navy Installation Restoration Manual", 2006 Edition; and any other relevant Federal, State, and local regulations.

#### C.6.2 IMPLEMENTATION

C.6.2.1 CORPORATE HEALTH AND SAFETY PLAN. After contract award, the Contractor will be tasked to submit a current Corporate Health and Safety Program Plan to the Contracting Officer for review and acceptance by the Government. The Corporate Health and Safety Program Plan shall be submitted within 30 days after contract award. Any additions or revisions required as a result of this review shall be made by the Contractor and the Plan resubmitted until accepted.

C.6.2.2 ACCIDENT PREVENTION PLAN (APP): For each contract task order, the Contractor shall use a qualified person to prepare a written site-specific APP in accordance with "Appendix A" of the USACE EM-385-1-1 and submit to the Contracting Officer for review by the Government. Cover all paragraph and subparagraph elements in USACE EM 385-1-1, Appendix A, "Minimum Basic Outline for Accident Prevention Plan". The APP shall be job-specific and shall address any unusual or unique aspects of the project or activity for which it is written. The APP shall interface with the Contractor's overall safety and health program. Any portions of the Contractor's overall safety and health program referenced

in the APP shall be included in the applicable APP element and made site-specific. The Government considers the Prime Contractor to be the "controlling authority" for all work site safety and health of the subcontractors. Contractors are responsible for informing their subcontractors of the safety provisions under the terms of the contract and the penalties for noncompliance, coordinating the work to prevent one craft from interfering with or creating hazardous working conditions for other crafts, and inspecting subcontractor operations to ensure that accident prevention responsibilities are being carried out. The APP shall be signed by the person preparing the APP, the Contractor Corporate senior person, the on-site superintendent, the designated site safety and health officer and any designated CSP and/or CIH. Submit the APP to the Contracting Officer in accordance with the schedule developed in the contract task order for acceptance.

C.6.2.3 SITE HEALTH AND SAFETY PLAN (SHSP): or each contract task order, the Contractor shall prepare a written SHSP that is part of the APP (A.12.t) and 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). The SHSS may fulfill the duties of the QC Officer simultaneously.
- d. Health and safety staff organization and responsibilities, including the name and telephone number of each responsible person.
- e. Any required, or site specific training.
- f. Site specific medical surveillance parameters, including 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/cold/stress, noise, and chain of custody for SHSP samples.
- i. Health and safety precautions and procedures; including Material Safety Data Sheets (MSDS's), pre-entry briefs, 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. On- and off-site emergency response plans and contingency procedures.

- o. Logs, reports, and record keeping.
- p. On-site work plans.
- q. Communication procedures.
- r. Spill containment procedures.
- s. Confined space entry procedures.

C.6.2.4 **ACTIVITY HAZARDOUS ANALYSIS.** The Activity Hazard Analysis (AHA) format shall be in accordance with USACE EM 385-1-1. Submit the AHA's for review with the APP and the SHSP. Format subsequent AHA's as amendments to the APP as required. The analysis should be used during daily inspections to ensure the implementation and effectiveness of the activity's safety and health controls. The AHA list will be reviewed periodically (at least monthly) at the Contractor supervisory safety meeting and updated as necessary when procedures, scheduling, or hazards change. The activity hazard analyses shall be developed using the project schedule as the basis for the activities performed. Any activities listed on the project schedule will require an AHA. The AHA's will be developed by the contractor, supplier or subcontractor and provided to the prime contractor for submittal to the Contracting Officer.

C.6.2.5 **ACCEPTANCE OF APP/SHSP.** The Contractor's APP, SHSP and AHA's shall be delivered to the Contracting Officer or his/her designated representative as one (1) document in a three (3) ring binder for each contract task order. Acceptance of the Contractor's APP/SHSP is required prior to the start of field activities on each contract task order. Acceptance is conditional and will be predicated on satisfactory performance during field activities. The Government reserves the right to require the Contractor to make changes in their APP/SHSP and operations as necessary to ensure the health and safety of persons on or near the site.

### C.6.3 ENFORCEMENT

C.6.3.1 Once accepted by the Contracting Officer, the APP and attachments will be enforced as part of the contract. Disregarding the provisions of this contract or the accepted APP will be cause for stopping of work, at the discretion of the Contracting Officer, until the matter has been rectified.

C.6.3.2 Once work begins, changes to the accepted APP shall be made with the knowledge and concurrence of the Contracting Officer, project superintendent, site safety and health manager and quality control manager. Should any hazard become evident, stop work in the area, secure the area, and develop a plan to remove the hazard. Notify the Contracting Officer within 24 hours of discovery. Eliminate/remove the hazard. In the interim, all necessary action shall be taken to restore and maintain safe working conditions in order to safeguard onsite personnel, visitors, the public and the environment.

C.6.3.3 Copies of the accepted plan will be maintained at the Contracting Officer's office and at each job site.

C.6.3.4 The APP shall be continuously reviewed and amended, as necessary, throughout the life of the contract/task order. Unusual or high-hazard activities not identified in the original APP shall be incorporated in the plan as they are discovered.

### C.6.4 MEETINGS

C.6.4.1 **PRE-PERFORMANCE CONFERENCE:** Contractor representatives who have a responsibility or significant role in accident prevention on the project shall attend the pre-performance conference. This includes the project superintendent, site safety and health officer, quality control supervisor, or any other assigned safety and health professionals. At this conference the contractor and Contracting Officer shall schedule a Safety Mutual Understanding Meeting.

C.6.4.2 **SAFETY MEETINGS:** Shall be conducted and documented as required by EM 385-1-1. Minutes showing contract title, signatures of attendees and a list of topics discussed shall be attached to the Contractors' daily [production] [quality control] report.

C.6.5 **PROTECTIVE EQUIPMENT FOR GOVERNMENT VISITORS:** Contractor shall maintain on-site protective equipment as specified in each task order for use by Government personnel.

C.7. **COMPLIANCE WITH LAWS AND REGULATIONS.** The contractor shall comply with all applicable federal, state, and local environmental laws and regulations as appropriate or as subsequently promulgated.

## C.8. MISCELLANEOUS REQUIREMENTS

C.8.1 **TRAVEL.** Required travel expenses during the performance of a task order will be subject to the terms and conditions of the Joint Travel Regulations (JTR), reference m) below. Local travel means within a 50-mile radius of the local contractor's office, and shall not be a direct cost to a task order.

C.8.1.1 **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.8.1.2 **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.8.1.3 **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.8.2 DELIVERABLES

C.8.2.1 **NAVY STANDARD OPERATING PROCEDURE.** The Navy has developed a Standard Operating Procedure (SOP), reference n) for the submission of all deliverables and data in an electronic

format. This format will be used for all final deliverables and data required under individual task orders in addition to hardcopies, unless otherwise stated in individual task orders.

C.8.2.2 **FORMAT.** eference n) contains information pertaining to the format of electronic documents, the format and nomenclature for collection of chemical and environmental data, and hard copy chemical data requirements.

C.8.2.3 **SUBMITTAL.** The electronic documents shall be submitted to both the COR and the ER document manager. Additional hard and electronic copies required by an individual task order shall be submitted to the task order Remedial Project Manager (RPM). The electronic submission of both chemical and environmental data shall be per reference n).

C.8.2.4 **SOP MODIFICATION.** Reference n) may be modified during the duration of this contract. Updates will be provided to the contractor from the COR.

C.8.3 **PROGRESS REPORTING.** Monthly project progress reporting shall be specified on a task order basis and per reference n).

C.9 **SITE SPECIFIC PERFORMANCE WORK STATEMENTS.** In additional to the general contract requirements detailed above, the contractor will be required to meet the terms and conditions of site specific performance work statement and performance requirements summaries when issued under specific task orders:

C.10 **References:**

- a) Data Quality Assessment: A Reviewer's Guide (**QA/G-9R**), [EPA/240/B-06/002 February 2006](#)
- b) Data Quality Assessment: Statistical Tools for Practitioners (**QA/G-9S**), [EPA/240/B-06/003 February 2006](#)
- c) [Navy Environmental Compliance Sampling and Field Testing Procedures Manual \(NAVSEAT0300-AZ-PRO-010\)](#)
- d) EPA Requirements for QA Project Plans (**QA/R-5**), [EPA/240/B-01/003 March 2001](#)
- e) Guidance on Environmental Data Verification and Data Validation (**QA/G-8**), [EPA/240/R-02/004 November 2002](#)
- f) Guidance on Systematic Planning using the Data Quality Objectives Process (**QA/G-4**), [EPA/240/B-06/001 February 2006](#)
- g) Guidance for Quality Assurance Project Plans (**QA/G-5**), [EPA/240/R-02/009 December 2002](#)
- h) U.S. Army Corps of Engineers (USACE) EM-385-1-1 (3 Nov. 2003 revision 1)
- i) 29 CFR 1910
- j) 29 CFR 1910.120

- k) 29 CFR 1926
- l) Navy Environmental Restoration Program Manual, 2006
- m) Volume 2, Department of Defense Civilian Personnel Joint Travel Regulations, Ch 501, Title-i, 1 July 2007
- n) NAVFAC NW Standard Operating Procedure (SOP) for Electronic Deliverables
- o) ANSI/ASQ E4-2004, Quality systems for environmental data and technology programs – requirements with guidance for use;
- p) ISO/IEC 17025:2005, General requirements for the competence of testing and calibration laboratories; and
- q) ISO/IEC 17011:2004, Conformity assessment – general requirements for accreditation bodies accrediting conformity assessment bodies.
- s) DoD Environmental Laboratory Quality Systems Manual, Version 3, (DoD QSM) January 2006 (or latest version);
- t) Uniform Federal Policy for Implementing Environmental Quality Systems (UFP-QS), March 2005 (or latest version); and
- u) Uniform Federal Policy for Quality Assurance Project Plans (UFP-QAPP), March 2005 (or latest version).
- v) Federal Acquisition Regulation (FAR) Subpart 46.2 (Contract Quality Requirements) and Subpart 37.6 (Performance-based Contracting)
- x) Public Law 106-554; H.R. 5658, as implemented by the Deputy Secretary of Defense Memorandum Ensuring the Quality of Information Disseminated to the Public by the Department of Defense (DoD IQG), 10 February 2003.

## C.11 ENVIRONMENTAL DATA MANAGEMENT AND REQUIRED ELECTRONIC DELIVERY STANDARDS

### C.11.1 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.11.2 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.11.3 CONTROL INFORMATION

C.11.3.1 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.11.4 DELIVERY REQUIREMENTS

C.11.4.1 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.11.4.2 Media. The delivery media shall be CD ROM.

**Seed Project Information:** The statement of work (SOW) for the Proposed Task Order (PTO), Soil Vapor Extraction Containment System (SVECS), for one year at the Naval Weapons Industrial Reserve Plant (NWIRP), Bethpage, New York (*Section J, Attachment 4*) 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 for the subject project

The following have been deleted:

AMENDMENT 0002

## SECTION B - SUPPLIES OR SERVICES AND PRICES

The following have been deleted:

GENERAL OFFEROR INFORMATION

## SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been deleted:

PERFORMANCE WORK STATEMENT

## SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

The following have been modified:

### **5252.215-9300 CONTENT OF PROPOSALS (JAN 2003)**

#### **General Solicitation Requirements**

- a. The Non-Cost proposal and the price proposal shall be submitted in separate volumes. The non-cost proposal shall not contain any cost/pricing information. The non-cost proposal presented by the offeror to whom the award are made will be incorporated into the contract at time of award.

- b. Offerors will complete and submit the following:

#### (1) Non-Cost/Price Factors Submission Requirements:

Non-cost/price Factors Binder: Offeror shall submit one (1) marked "Original" and five (5) copies, each in a separate three-ring binder with following characteristics:

- ... 8 1/2 x 11 format
- ... 12-point Times New Roman font
- ... 125 page limit (inclusive of all charts, resumes forms and other documentation to the solicitation requirements), pages sequentially numbered. Price proposals are not part of the 125 page limitation.

- ... Include a cover page with Contract Number, Contract Title, Prime Contractor Name, Address, Phone Number, Fax Number, DUNS, Cage Code, Point of Contact and their phone number and email address
- ... Include only information in response to Factors 1, 2, 3, 4 and 5 separated by tabs as applicable.
- ... A complete electronic copy of the technical proposal as a single .pdf file on a CD-ROM (include with the “original” technical submission)

(2) Price Proposal (proposed Seed Project):

Solicitation Submittal Requirements: Offerors shall submit an original and one (1) copy of the price proposal, in a separate three ring binder, that shall include the following:

- ... SF33, signed with all amendments acknowledged and executed representations and certifications (SAM), Implementation Plan.
- ... Confirm submission of the most recent Vets 4212 Report
- ... Provide name of financial institution, point of contact, telephone number and e-mail address. Provide a signed statement of release giving the reference permission to release the information to the Navy.
- ... The price proposal shall be submitted at the same time as the technical proposal.
- ... In addition to providing a hard copy of the price proposals, offerors shall also provide one (1) non-rewritable CD with pricing information. 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.

**Basis of Evaluation and Submittal Requirements for Each Factor:**

Factor 1, 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 an 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. Offeror must meet the requirements of DFARS 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. Submit Attachment 6 as part of this factor.

- (3) Discuss general quality control procedures, identifying how Remedial Action Operation and Long-Term Management quality will be managed and maintained. Information provided shall not exceed five (5) pages. Explain how you will manage and control the three phases of the Quality Control Program (i.e., 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.
- (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 (3) 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 2, 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 \$1,000,000). 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 for this procurement 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) “Relevant Experience” pertains to the types of work and volume of work completed or 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.
- (g) “Remedial Action” (RA) may include, but are not limited to the construction of various soil, sediment, and/or groundwater remediation systems that functions as containment (e.g. soil cover, RCRA cap, slurry wall, pump and treatment system); 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)
- (h) “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).

- (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.
  - (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 three (3) relevant Remedial Action Operation (RAO) projects and three (3) relevant Long Term Management (LTM) projects. The offeror shall submit a total of six (6) projects. The offeror should submit projects that best demonstrate the 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; subcontractor experience will not be considered. NOTE: For the purposes of this solicitation, the term “TEAM” shall be defined as two or more companies which form a partnership or joint venture to act as a potential PRIME CONTRACTOR for the purposes of contract performance under the subject solicitation. A team member is one of more of those companies. A team member is NOT a subcontractor for the purposes of this solicitation. This definition shall be used and applied consistently throughout this solicitation. At least one (1) Remedial Action Operation project submitted must be \$400,000 or above, and at least one (1) Long-Term Management project submitted must be \$300,000 annually or above. Failure to submit at least one (1) Remedial Action Operation project \$400,000 or above, and at least one (1) Long-Term Management project \$300,000 annually or above, puts Offeror at risk of receiving a lower rating or an UNACCEPTABLE rating.
  - (2) Complete the “Relevant Experience Individual Project Data Sheet” (**Attachment 1**) for each project. Each Project Data Sheet package may not be longer than six (6) pages in length.
  - (3) Submit two (2) examples of actual LTM environmental reports that have been prepared and submitted to local, state or federal agencies. The two (2) reports should be directly associated with any two (2) of the relevant projects submitted for Factor 2. These reports should be submitted as separate attachments and do not count toward the total page restriction for Project Data Sheets. (May be provided by CD)

- (4) Complete and submit a “Relevant Experience Project Checklist” (**Attachment 2**) 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 (2) 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) 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.

a. 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 anticipated for this RAOMAC in NAVFAC Mid-Atlantic’s “New England area (Maine, Vermont, New Hampshire, Massachusetts, Connecticut, Rhode Island) and NAVFAC Mid-Atlantic’s “Mid Atlantic area” (New York, Pennsylvania, New Jersey, Delaware) 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 RAO/LTM work: While there are many examples of environmental restoration RAO/LTM work, the following specific types of environmental restoration 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 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. **NOTE: In the event the prime will perform all work with its in-house staff, that is NO subcontractors will be used at any level, provide this information in your narrative to document why the required information concerning subcontractors is not included in your proposal. Failure to provide the required information or an affirmative statement that the offeror shall perform all work itself without subcontractors will be considered a material defect rendering the proposal UNACCEPTABLE for this factor.**

**All information outlined above in (1), (2), and (3) MUST be provided or the proposal will be considered UNACCEPTABLE. If information is not available in the submitted narratives, provide a reason for missing required information.**

(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. **NOTE: In the event the prime will perform all work with its in-house staff, that is NO subcontractors will be used at any level, provide this information in your narrative to document why the required information concerning subcontractors is not included in your proposal. Failure to provide the required information or an affirmative statement that the offeror shall perform all work itself without subcontractors will be considered a material defect rendering the proposal UNACCEPTABLE for this factor.**

**All information outlined above in (1), (2), and (3) MUST be provided or the proposal will be considered UNACCEPTABLE. If information is not available in the submitted narratives, provide a reason for missing required information.**

#### **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.

##### **(i) Solicitation Submittal Requirements:**

- (1) For each project submitted under Factor 2; 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 (Section J), 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, LeeArjetta W. Hamilton, via email at

[leearjetta.hamilton@navy.mil](mailto:leearjetta.hamilton@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 (5) 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).

## SECTION M - EVALUATION FACTORS FOR AWARD

The following have been modified:

### EVALUATION 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 determined 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.

#### B. EVALUATION FACTORS FOR AWARD

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

Factor 1 – Management Approach

Factor 2 – Recent, Relevant Experience of the Firm

Factor 3 – Safety

Factor 4 – Past Performance

Factor 5 – Technical Approach for seed project

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 (Proposed Seed Project):

- (1) Solicitation Submittal Requirements: Offerors shall submit an original and one (1) copy of the price proposal, in a separate three ring binder, that shall include the following:

- i. SF33, signed with all amendments acknowledged and executed representations and certifications (SAM), Implementation Plan.
- ii. Confirm submission of the most recent Vets 4212 Report
- iii. Provide name of financial institution, point of contact, telephone number and e-mail address. Provide a signed statement of release giving the reference permission to release the information to the Navy.
- iv. The price proposal shall be submitted at the same time as the technical proposal.
- v. In addition to providing a hard copy of the price proposals, offerors shall also provide one (1) non-rewritable CD with pricing information. 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.

- (2) Basis of Evaluation: The Government will evaluate price based on costs submitted for the "Seed Project" included in the solicitation. The offerors shall provide a complete breakdown of the sample project tasks in the form of an Implementation Plan (IP) and

Cost Proposal (CP). The work breakdown structure shall contain detailed line item costs necessary to complete the project. Further, proposals shall include, but not limited to travel, direct labor costs, overhead (field/home), indirect costs, subcontract costs, material costs, equipment cost, bond cost, profit, etc. The IP shall provide a justification for the line items in the CP. 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. A maximum of four (4) additional offerors may simultaneously receive an award as a result of this solicitation. Analysis will be performed by one or more of the following techniques to ensure a fair and reasonable price:

- (i) Comparison of proposed prices received in response to the RFP.
- (ii) Comparison of proposed prices with the IGCE.
- (iii) Comparison of proposed prices with available historical information.
- (iv) Comparison of market survey results.

**Factor 1, Management Approach:**

**(i) Solicitation Submittal Requirements.**

- (5) 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 an 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. Offeror must meet the requirements of DFARS 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. Submit Attachment 6 as part of this factor.
- (3) Discuss general quality control procedures, identifying how Remedial Action Operation and Long-Term Management quality will be managed and maintained. Information provided shall not exceed five (5) pages. Explain how you will manage and control the three phases of the Quality Control Program (i.e., 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.

- (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 (3) 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 2, Recent, Relevant Experience of the firm:**

Definitions and qualifying information:

- (k) "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 \$1,000,000). 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.*

- (l) A “project” is defined as a single function contract or task order under an indefinite quantity or on-call contract.
- (m) The term “substantially complete” shall mean that more than 80% of the project has been performed.
- (n) “Within the past five (5) years” shall mean from the date of the submission for this procurement to five (5) years prior.
- (o) “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.
- (p) “Relevant Experience” pertains to the types of work and volume of work completed or 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.
- (q) “Remedial Action” (RA) may include, but are not limited to the construction of various soil, sediment, and/or groundwater remediation systems that functions as containment (e.g. soil cover, RCRA cap, slurry wall, pump and treatment system); 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)
- (r) “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).
- (s) “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.

- (t) “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.**

- (7) Submit three (3) relevant Remedial Action Operation (RAO) projects and three (3) relevant Long Term Management (LTM) projects. The offeror shall submit a total of six (6) projects. The offeror should submit projects that best demonstrate the 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; subcontractor experience will not be considered. NOTE: For the purposes of this solicitation, the term “TEAM” shall be defined as two or more companies which form a partnership or joint venture to act as a potential PRIME CONTRACTOR for the purposes of contract performance under the subject solicitation. A team member is one of more of those companies. A team member is NOT a subcontractor for the purposes of this solicitation. This definition shall be used and applied consistently throughout this solicitation. At least one (1) Remedial Action Operation project submitted must be \$400,000 or above, and at least one (1) Long-Term Management project submitted must be \$300,000 annually or above. Failure to submit at least one (1) Remedial Action Operation project \$400,000 or above, and at least one (1) Long-Term Management project \$300,000 annually or above, puts Offeror at risk of receiving a lower rating or an UNACCEPTABLE rating.
- (8) 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.
- (9) Submit two (2) examples of actual LTM environmental reports that have been prepared and submitted to local, state or federal agencies. The two (2) reports should be directly associated with any two (2) of the relevant projects submitted for Factor 2. These reports should be submitted as separate attachments and do not count toward the total page restriction for Project Data Sheets.
- (10) 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.”
- (11) Joint venture offers must include two (2) 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.

- (12) 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 anticipated for this RAOMAC in NAVFAC Mid-Atlantic's "New England area (Maine, Vermont, New Hampshire, Massachusetts, Connecticut, Rhode Island) and NAVFAC Mid-Atlantic's "Mid Atlantic area" (New York, Pennsylvania, New Jersey, Delaware) 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 RAO/LTM work: While there are many examples of environmental restoration RAO/LTM work, the following specific types of environmental restoration 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).
    4. 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.
    5. 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)

6. 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 3, Safety:**

(ii) **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. **NOTE: In the event the prime will perform all work with its in-house staff, that is NO subcontractors will be used at any level, provide this information in your narrative to document why the required information concerning subcontractors is not included in your proposal. Failure to provide the required information or an affirmative statement that the offeror shall perform all work itself without**

**subcontractors will be considered a material defect rendering the proposal UNACCEPTABLE for this factor.**

**All information outlined above in (1), (2), and (3) MUST be provided or the proposal will be considered UNACCEPTABLE. If information is not available in the submitted narratives, provide a reason for missing required information.**

**(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

(2) 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. **NOTE: In the event the prime will perform all work with its in-house staff, that is NO subcontractors will be used at any level, provide this**

**information in your narrative to document why the required information concerning subcontractors is not included in your proposal. Failure to provide the required information or an affirmative statement that the offeror shall perform all work itself without subcontractors will be considered a material defect rendering the proposal UNACCEPTABLE for this factor.**

**All information outlined above in (1), (2), and (3) MUST be provided or the proposal will be considered UNACCEPTABLE. If information is not available in the submitted narratives, provide a reason for missing required information.**

#### **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.

##### **(i) Solicitation Submittal Requirements:**

- (6) For each project submitted under Factor 2; 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 4, 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.
- (7) 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 (Section J), 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, LeeArjetta W. Hamilton, via email at [leearjetta.hamilton@navy.mil](mailto:leearjetta.hamilton@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.
- (8) Also include performance recognition documents received within the last (5) years such as awards, award fee determinations, customer letters of commendation, and any other forms of performance recognition.
- (9) 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 (FAPIIS), Electronic Subcontract Reporting System (eSRS), and any other known sources not provided by the offeror.

- (10) 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 (FAPIIS), 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).

(End of Summary of Changes)