

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 118	
2. CONTRACT NO.		3. SOLICITATION NO. N40085-15-R-8731	4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 18 Dec 2015	6. REQUISITION/PURCHASE NO.		
7. ISSUED BY NAVFAC MID ATLANTIC NORTHEAST IPT 9324 VIRGINIA AVENUE BLDG Z-144 NORFOLK VA 23511		CODE N40085	8. ADDRESS OFFER TO (If other than Item 7)		CODE		
		TEL: FAX:	See Item 7		TEL: FAX:		

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

SOLICITATION

9. Sealed offers in original and 5 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Building Z-140, Room 114 until 04:00 PM local time 19 Jan 2016
(Hour) (Date)

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

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (Include area code) (NO COLLECT CALLS)	C. E-MAIL ADDRESS
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OFFER (Must be fully completed by offeror)

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

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 120 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)			
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	
		<input type="checkbox"/>	
16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		17. SIGNATURE	
18. OFFER DATE			

AWARD (To be completed by Government)

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

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

Section B - Supplies or Services and Prices

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

GENERAL OFFEROR INFORMATION

- B.1 Contract Title: Remedial Action Operations/Long Term Management, Multiple Award Contract (RAOMAC) for NAVFAC Mid-Atlantic Area of Operations
- B.2 Type of Contract: This is a combination Indefinite Delivery/Indefinite Quantity (IDIQ) Environmental Multiple Award Contract (MAC).
- B.3 Minimum Guarantee: The only work authorized under this contract is that which is ordered by the Government through issuance of a task order. The Government makes no representation as to the number of task orders or the total actual amount of work to be ordered. However, during the term of the contract, a minimum of \$5,000 is guaranteed to be ordered to each awardee under the performance period of the contract. Contractors are not guaranteed work in excess of the minimum guarantee specified herein. The \$5,000 minimum guarantee is the only minimum guarantee for the entire contract period, and that value of work or dollar amount may be ordered or paid at any time during the duration of the contract, including the base and any option periods, to satisfy the minimum guarantee. The minimum guarantee is subject to deductive offsets for failure to perform work, failure to complete work, and or defective work.
- B.4 Set-Aside: Competitive 8(a) Refer to Section I, FAR Clause 52.219-18, Notice of Competition Limited to Eligible 8(a) concerns (June 2003)
- B.5 NAICS Code: The NAICS Code assigned to this procurement is 562910 with a small business size standard of \$20,500,000.00. Refer to On-Line Representations and Certifications Application (ORCA) via System for Award Management (SAM) at <https://www.sam.gov/portal/public/SAM>.
- B.6 Wage Determination (Service): Service Contract Act (SCA) wages are included in this solicitation for the seed project. Refer to Section J.

- B.7 Bid Guarantee/Bonding Requirements: A bid guarantee is not required. Bonding requirements will be determined per individual task orders.
- B.8 Contract Term: This contract contains provisions for a Base Period with four (4) Option Periods, not to exceed a total of five (5) years. The Government has the option to extend the term of the contract in accordance with Section I, Contract Clauses, 5252.217-9301, Option to Extend the Term of the Contract-Services (Jun 1994).
- B.9 Place of Performance: “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). However, other areas within the NAVFAC Area of Responsibility (AOR)
- B.10 Period of Performance: The period of performance will be determined at the time of award.
- B.11 Incorporation of Technical Proposal
- a. The Contractor’s technical proposal, including revisions and amendments made prior to contract award and a copy of which is in the possession of both parties, will be incorporated into this contract upon award by reference with the same force and effect as if set forth in full text. All contractor personnel shall meet or exceed the qualification standards, experience levels, and trade backgrounds set forth in the technical proposal.
 - b. In the event of an inconsistency between the provisions of this contract and the technical proposal, the inconsistency shall be resolved by giving precedence in the following order: (i) the contract (excluding the technical proposal), and then (ii) the technical proposal.
- B.12 Request For Proposals (RFP) Information/Clarification Questions
- Contractors are required to review the entire solicitation package before submitting questions. All questions must be submitted at least 10 days before proposals are due, either by email to leearjetta.hamilton@navy.mil or fax to: 757-341-0079. This is the most efficient way to ensure all questions are addressed in a timely manner.
- B.13 Request for Proposal (RFP) Files:
- Solicitations are posted to the NECO website (<https://www.neco.navy.mil>) as mandated by our Agency. By necessity, these files are protected to prevent unauthorized editing.
- It is the sole responsibility of the offeror to obtain the RFP files, along with any amendments, from this website.
- Unprotected editable file copies of the RFP documents including: Word, Excel and/or .pdf files (Adobe Acrobat Files) will not be provided. Please plan accordingly.**
- B.14 Proposal Delivery

NOTICE TO PROPOSER

Commander, Navy Installations Command (CNIC), has established the Navy Commercial Access Control System (NCACS), a standardized process for granting unescorted access privileges to vendors, contractors, suppliers and service providers not otherwise entitled to the issuance of a Common Access Card (CAC). This is for those who seek access to and can provide justification to enter Navy installations and facilities. Visiting vendors may obtain daily passes directly from the individual Navy installations by submitting identification credentials for verification and undergoing a criminal screening/ background check. Alternatively, if the vendor so chooses, it may voluntarily elect to obtain long-term credentials through enrollment, registration, background vetting, screening, issuance of credentials, and electronic validation of credentials at its own cost through a designated independent contractor NCACS service N40085-13-R-3519 provider. Credentials will be issued every five years and access privileges will be reviewed/renewed on an annual basis. The costs incurred to obtain Navy installation access of any kind are not reimbursable, and the price(s) paid for obtaining long-term NCACS credentials will not be approved as a direct cost of this contract. Application for and use of badges will be as directed. To obtain access to the installation, you must participate in the Navy Commercial Access Control System (NCACS), or obtain passes each day from the Base Pass and Identification Office. Costs for obtaining passes through the NCACS are the responsibility of the Contractor. One-day passes, issued through the Base Pass and Identification Office, will be furnished without charge. Furnish a completed EMPLOYMENT ELIGIBILITY VERIFICATION (DHS FORM I-9) form for all personnel requesting badges. This form is available at <http://www.uscis.gov/portal/site/uscis> by searching or selecting Employment Verification (Form I-9). Allow 7 to 10 days for processing applications for badges. Immediately report instances of lost or stolen badges to the Contracting Officer.

- a. NCACS Program: NCACS is a voluntary program in which Contractor personnel who enroll, and are approved, are subsequently granted access to the installation for a period up to one year, or the length of the contract, whichever is less, and are not required to obtain a new pass from the Base Pass and Identification Office for each visit. The Government performs background screening and credentialing. Throughout the year the Contractor employee must continue to meet background screening standards. Periodic background screenings are conducted to verify continued NCACS participation and installation access privileges. Under the NCACS program, no commercial vehicle inspection is required, other than for Random Anti-Terrorism Measures (RAM) or in the case of an elevation of Force Protection Conditions (FPCON). Information on costs and requirements to participate and enroll in NCACS is available at <http://www.rapidgate.com/vendors/how-to-enroll> or by calling 1-877-727-4342. Contractors should be aware that the costs incurred to obtain NCACS credentials, or costs related to any means of access to a Navy Installation, are not reimbursable. Any time invested, or price(s) paid, for obtaining NCACS credentials will not be compensated in any way or approved as a direct cost of any contract with the Department of the Navy.
- b. One-Day Passes: Participation in the NCACS is not mandatory, and if the Contractor chooses to not participate, the Contractor's personnel will have to obtain daily passes, be subject to daily mandatory vehicle inspection, and will have limited access to the installation. The Government will not be responsible for any cost or lost time associated with obtaining daily passes or added vehicle inspections incurred by non-participants in the NCACS.
- c. The Contractor shall obtain the required employee badges and vehicle passes from the Government at his own expense, or daily passes at no additional cost. Each employee shall wear the Government issued badge over the front of the outer clothing. When an employee

leaves the Contractor's service, the employee's Passes and Badges shall be returned within 5 calendar days.

Be advised by this notice that the level of security at various Navy Installations may change at any time. As the level of security heightens, the amount of time required to gain access to all Navy Installations also increases.

Submitting Your Proposal

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

NAVFAC MID-LANT Northeast IPT

Attn: LeeArjetta W. Hamilton

9324 Virginia Avenue

Building Z-144, Room 214

Norfolk, Virginia 23511

Proposals that are hand **carried excluding commercial carriers noted above** shall be delivered to the Contracts Office in Building Z-144, 1st Floor, Suite 109, front lobby located at 9324 Virginia Avenue, Norfolk, VA 23511 (Norfolk Naval Station).

Please Note: Fax or email of proposals, acknowledgement of amendments or modifications to proposals **WILL NOT TO BE ACCEPTED.**

Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENT

C1. GENERAL CONTRACT REQUIREMENTS

C1.1 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 “MidAtlantic” 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.

C1.2 SCOPE OF WORK. 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:

C1.2.1 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

C1.2.2 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.

C2. PERSONNEL REQUIREMENTS

C2.1 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.

C2.2 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.

C2.3 KEY PERSONNEL QUALIFICATIONS. The required educational, experience and training qualifications for key personnel are set forth below:

C2.3.1 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.

C2.3.2 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.

C2.3.3 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.

C2.3.4 CERTIFIED INDUSTRIAL HYGIENIST (CIH). 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 possess 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.

C3. TRAINING REQUIREMENTS

C3.1 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.

C3.2 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.

C4. CONTRACTOR QUALITY CONTROL (QC) PROGRAM

C4.1 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.

C4.2 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.

C4.2.1 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.

C4.2.2 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.

C4.2.3 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.

C4.2.4 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.

C4.3 CONTRACT QC MANAGEMENT AND PERSONNEL

C4.3.1 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.

C4.3.2 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.

C4.3.2.1 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 non-compliance with quality requirements specified in the contract.

C4.3.3 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.

C4.3.3.1 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.

C4.3.3.2 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.

C4.3.3.3 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.

C4.4 TESTING LABORATORIES

C4.4.1 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.

C4.5 QC CERTIFICATIONS

C4.5.1 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."

C4.5.2 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."

C4.6 CHEMICAL QUALITY CONTROL/QUALITY ASSURANCE

C4.6.1 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
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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
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.

C5. 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.

C5.1 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.

C5.2 IMPLEMENTATION

C5.2.1 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. .

C5.2.2 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.

C5.2.3 SITE HEALTH AND SAFETY PLAN (SHSP): For 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.

C5.2.4 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.

C5.2.5 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.

C5.3 ENFORCEMENT

C5.3.1 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.

C5.3.2 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.

C5.3.3 Copies of the accepted plan will be maintained at the Contracting Officer's office and at each job site.

C5.3.4 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.

C5.4 MEETINGS

C5.4.1 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.

C5.4.2 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.

C5.5 PROTECTIVE EQUIPMENT FOR GOVERNMENT VISITORS: Contractor shall maintain on-site protective equipment as specified in each task order for use by Government personnel.

C6. 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.

C7. MISCELLANEOUS REQUIREMENTS

C7.1 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.

C7.2 DELIVERABLES

7.2.1 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.

C7.2.2 FORMAT. Reference 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.

C7.2.3 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).

C7.2.4 SOP MODIFICATION. Reference n) may be modified during the duration of this contract. Updates will be provided to the contractor from the COR.

C7.3 PROGRESS REPORTING. Monthly project progress reporting shall be specified on a task order basis and per reference n).

C.8. SITE SPECIFIC PERFORMANCE WORK STATEMENTS. In addition 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:

C9. 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.

GENERAL REQUIREMENTS DESCRIPTION

Description: This acquisition is an Indefinite Delivery/Indefinite Quantity (IDIQ), Multiple Award Contract (MAC) for environmental Remedial Action Operation/Long Term Management (LTM) Multiple Award Contract (MAC). The Contractor shall provide all labor, management, supervision, tools, material and equipment to perform all service described in the specification for each task order. The contract will be awarded to a maximum of five (5) contractors. The contract performance period will be for a base year plus four option years option years (60 months) with a maximum not to exceed (NTE) dollar value of \$30 million for the total aggregate of all years. Individual task orders may range for \$10,000 to \$5,000,000. The minimum guarantee for this contract is \$5,000 for the life of the contract and will be satisfied with the issuance of a task order over the life of this contract, except that the minimum guarantee requirement for one contractor will be satisfied with the simultaneous award of the seed project via Task Order 0001 of the basic.

Seed Project Information: The statement of work (SOW) for the Proposed Task Order (PTO), Operation of Maintenance of groundwater treatment system 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.

Section D - Packaging and Marking

SECTION D**SECTION D
PACKAGING AND MARKING
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D1 Preparation for Delivery:

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

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

D2 Marking of Shipment:

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

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

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

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

D3 Prohibited Packing Materials:

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

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

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

D5 Classified Matter:

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

CAUTION

CONTAINS ASBESTOS FIBERS

AVOID CREATING DUST

BREATHING ASBESTOS DUST CAN CAUSE SERIOUS BODILY HARM

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

Section E - Inspection and Acceptance

ADDITIONAL INSTRUCTION**E.1 INSPECTION AND ACCEPTANCE**

Inspection and acceptance of the services to be furnished hereunder shall be made at destination by the Contracting Officer Representative (COR), Remedial Project Manager, or Navy Technical Representative (NTR) as designated on the individual contract task order. All work performed by the Contractor to be consistent with federal, state, county and local laws, rules and regulations. Therefore, final acceptance for project closeout may be contingent on the review, concurrence and/or approval of a state, county and/or local regulator.

E.2 ACCEPTANCE

The performance and quality of work delivered by the contractor, including services rendered and any documentation or written material compiled shall be subject to inspection, review and acceptance by the Government. All work performed by the Contractor is to be consistent with federal, state, county and local laws, rules and regulations. Therefore, final acceptance for project closeout may be contingent on the review, concurrence and/or approval of a state, county and/or local regulator.

E.3 PERFORMANCE EVALUATION MEETINGS

The Contractor shall meet with the Government, at times designated by the Government and at no cost to the Government, to discuss overall management of the contract. A mutual effort shall be made to resolve all problems identified. The written minutes of these meetings, prepared by the Contractor, shall be signed by the Contractor's representative and the Government's representative. Should the Government not occur with the minutes, the Government shall state in writing to the Contractor any areas of disagreement within 15 calendar days.

CLAUSES INCORPORATED BY REFERENCE

252.246-7000 Material Inspection And Receiving Report MAR 2008

CLAUSES INCORPORATED BY FULL TEXT

52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable

facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(End of clause)

5252.223-9300 INSPECTION BY REGULATORY AGENCIES (JUN 1994)

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

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

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

5252.246-9303 CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES (OCT 2004)

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

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

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

(2) may, at its option, allow the Contractor an opportunity to re-perform the unsatisfactory or nonperformed work, at no additional cost to the Government. In the case of daily work, corrective action must be completed within two hours of notice to the Contractor. In the case of other work, corrective action must be completed within twenty-four hours of notice. In addition, the Government can assess liquidated damages, as

referenced above, in the amount of 15 percent of the value of all observed defects. The original inspection results of the Contractor's work will not be modified upon re-inspection. However, the Contractor will be paid for satisfactorily re-performed work.

(3) shall withhold from the Contractor's invoice all amounts associated with the unsatisfactory or nonperformed work at the prices set out in the Schedule or provided by other provisions of this contract, unless the Contractor is required to re-perform and satisfactorily complete the work. In addition, the Government can assess liquidated damages, as referenced above, in the amount of 15 percent of the value of all observed defects.

(4) may, at its option, perform the work by Government personnel or by other means. The Government will reduce the amount of payment to the Contractor, by the amount paid to any Government personnel (based on wages, retirement and fringe benefits) plus material, or by the actual costs incurred to accomplish the work by other means. If the actual costs cannot be readily determined, the prices set out in the Schedule will be used as the basis for the deduction. In addition, the Government can assess liquidated damages, as referenced above, in the amount of 15 percent of the computed cost.

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

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

5252.246-9304 Estimating the Price of Nonperformed or Unsatisfactory Work. As prescribed in 46.407-100(b), insert the following clause:

**ESTIMATING THE PRICE OF NONPERFORMED OR
UNSATISFACTORY WORK (OCT 2004)**

In the event the price of non-performed or unsatisfactory work cannot be determined from the prices set out in the Schedule, or on the basis of the actual cost to the Government, estimating methods may be used to determine an amount, which reflects the reduced value of services performed. The Government may estimate the cost using wage rates and fringe benefits included in the wage determinations included in the contract, Government estimates of the Contractor's overhead and profit rates, and Government estimates of material costs if applicable. Liquidated damages, to compensate the Government for administrative costs and other expenses resulting from the non-performed or unsatisfactory performance, will be calculated in accordance with the CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED WORK clause. (End of clause)

Section F - Deliveries or Performance

SECTION F

F1. PLACE OF PERFORMANCE

The preponderance of the work to be placed under this contract is expected to be performed predominately within the “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). However, other areas within the NAVFAC Area of Responsibility (AOR). The specific loction of work will be identified in each individual task order. The initial/seed project shall be performed at Naval Air Warfare Center (NAWC), Trenton, New Jersey., per Section C of this solicitation.

F2. TERM OF THE THE CONTRACT

The total aggregate task order value for the base year and all option periods is \$30 million. The base period shall be twelve (12) months. Each of the four option periods are twelve (12) months. The contract will expire when either the total duration of the contract (60 months) is reached or when the maximum aggregate task order value of the contract (\$30 million) is reached, whichever occurs first.

F3. WORK SCHEDULE

The contractor shall arrange its work to minimize interference with the normal occurrence of Government business. All work shcedules will be subject to negotiations during the contract task order award process.

F4. SERVICE INTERRUPTIONS

Service Interruptions. If any utility services must be disconnected (even temporarily) due to scheduled contract work, the Contractor shall notify the Navy Technical Representative (NTR) and affected tenants **at least fifteen calendar days in advance**. No utility disconnection may be accomplished until approval is granted by the Contracting Officer or designated representative.

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A

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52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

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

CLAUSES INCORPORATED BY FULL TEXT

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

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

Section G - Contract Administration Data

SECTION G

G.1 CONTRACT ADMINISTRATION DATA

Contracting Officer
LeeArjeta W. Hamilton
Naval Facilities Engineering Command Mid-Atlantic
9324 Virginia Avenue
Norfolk, Virginia 23511
(757) 341-1971
leearjeta.hamilton@navy.mil

Contracting Officer's Technical Representative
Lora B. Fly
Naval Facilities Engineering Command Mid-Atlantic
Norfolk, Virginia 23511
(757) 341-2012
lora.fly@navy.mil

Payment will be made by:
To be designated on each individual Task Order.

G.2 DELEGATION OF AUTHORITY TO ADMINISTRATIVE CONTRACTING OFFICER (ACO). Each contract task order will designate the appropriate ACO.

G.3 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR). The COTR for this contract will be appointed in writing by the Contracting Officer.

G.3.1 COTR AUTHORITY. A COTR is not a Contracting or Ordering Officer and does not have authority to take any action, either directly or indirectly, that would change the pricing, quantity, quality, place of performance, delivery schedule, or any other terms and conditions of the contract (or task order), or to direct the accomplishment of effort which goes beyond the scope of the Statement of Work in the contract (or task order).

G.3.2 COTR RESPONSIBILITIES AND NAVY TECHNICAL REPRESENTATIVE (NTR). The COTR is technically responsible for monitoring of Contractor's performance and is the primary technical point of contact. However, a Navy Technical Representative may be assigned to assist the COTR in executing inspection and monitoring duties wherein the surveillance and monitoring burden of the contract is significant. The NTR's will be set forth on individual task orders, as required.

G.3.3 ALTERNATE COTR. The Contracting Officer may also appoint, in writing, an alternate COTR to perform the responsibilities and functions of the absent COTR.

G.3.4 TECHNICAL DIRECTION. Performance of work under this contract is subject to the written technical direction of the COTR who shall be specifically appointed by the Contracting Officer in writing. "Technical Direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of the work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instructions to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in the scope of work of the task order.

G.3.5 COTR AUTHORITY LIMITATIONS. The COTR does not have the authority to, and shall not, issue any instruction purporting to be technical direction which:

- a. Constitutes an assignment of additional work outside the Performance Work Statement.
- b. Constitutes a change as defined in the Changes Clause.
- c. In any manner causes an increase or decrease in the total estimated cost or the time required for task order performance.
- d. Changes any of the expressed terms, conditions, or specifications of the task order.
- e. Interferes with the Contractor's rights to perform the terms and conditions of the task order.
- f. Authorizes the Contractor to incur costs in excess of the estimated cost or other limitations on costs or funds set forth in the contract.

G.3.6 ISSUING TECHNICAL DIRECTION. All Technical Direction shall be issued in writing by the COTR.

G.3.7 OUT OF SCOPE WORK. When, in the opinion of the Contractor, the COTR or any other Government official other than the Contracting Officer, requests effort outside the existing scope of the contract (or task order), the Contractor shall promptly notify the Contracting Officer in writing. No action shall be taken by the Contractor under such direction until the Contracting Officer has issued a modification to the contract (or task order) or has otherwise resolved the issue.

G.4 INVOICES. INVOICING PROCEDURES ELECTRONIC (NAVFAC September 2008)

(a) In accordance with DFARS Clause 252.232-7003 titled "Electronic Submission of Payment Requests", this contract/order requires use of the DoD Wide Area Workflow (WAWF) system for the submission of invoices. This web-based system, located at <https://wawf.eb.mil>, provides the technology for Government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices will no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business Point of Contact (EBPOC), and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides also are available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are "Getting Started for Vendors" and "WAWF Vendor Guide".

(c) Within ten (10) days after award, the designated CCR EBPOC is responsible for activating the company's CAGE code in WAWF by calling 1-866-618-5988. Once the company's CAGE code is activated, the CCR EBPOC must self-register under the company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must selfregister under the company's CAGE code at <https://wawf.eb.mil>.

(d) The contractor shall use the following document type, DODAAC codes with corresponding extensions, and inspection and acceptance locations when submitting invoices in WAWF: Initial Document Creation requires the following:

Initial Document Creation requires the following:

Contract Number	To Be Completed Upon Award of Contract
Delivery Order Number	To Be Completed Upon Award of Contract Task Orders
Cage Code/Ext	To Be Completed Upon Award of Contract Task
Pay DoDAAC	To Be Completed Upon Award of Contract Task Orders
Document Type	'NAVCON' for contracts that have funded SLINs paid using a WAWF DFAS STARS ONE-PAY entitlement system.

On the WAWF "Header Tab" the following is required:

Issue Date	To Be Completed Upon Award of Contract Task Orders
Issue By DoDAAC	To Be Completed Upon Award of Contract Task Orders
Admin By DoDAAC	To Be Completed Upon Award of Contract Task Orders
Inspect By DoDAAC/Ext	To Be Completed Upon Award of Contract Task Orders
Ship To Code/Ext or Service Acceptor	To Be Completed Upon Award of Contract Task Orders
Ship From Code/Ext	"LEAVE BLANK"
LPO DoDACC	To Be Completed Upon Award of Contract Task Orders
Once Submitted, select "Send More Email Notifications"	
Inspector View Only Email Address	To Be Completed Upon Award of Contract Task Orders
Inspector Email Address	To Be Completed Upon Award of Contract Task Orders
Operations Assistant (OA) Email Address	m_navfac_nw_iptn_aq_wawf@navy.mil
Activity Fund Administrator	To Be Completed Upon Award of Contract Task Orders (if applicable)

The NAVFAC WAWF point of contact for this contract is LeeArjetta W. Hamilton, NAVFAC Mid-Atlantic, Code OPNEAQ LWH, at <https://leearjetta.hamilton@navy.mil> .

Note: Supporting documentation must be attached. File names cannot contain spaces or special characters, except underscore "_" which is an acceptable character. Maximum limit for size of each file is UNDER 2 megabytes. There is NO Maximum limit for size of files per invoice.

(e) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to "Send More Email Notifications." Select "Send More Email Notification" and add additional email addresses noted above in the first email address blocks. This additional notification to the Government is important to ensure that the specific acceptor/receiver is aware the invoice documents have been submitted into WAWF.

(f) If you have any questions regarding WAWF, please contact the WAWF helpdesk at 866-618-5988 or the NAVFAC Mid-Atlantic point of contact identified above in section (d).

G.5 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS): The primary intent of the CPAR rating incentive is to motivate the contractor to perform the required services in such a manner as to warrant the highest possible rating for each task order. All task orders will be evaluated against the general contract criteria as specified in the “General Contract Performance Requirements Summary found at Attachment J of the contract. Additional or more detailed ratings criteria will also be developed for each task order specific Performance Work Statement and will be annotated in the Performance Requirements Summary to be included as part of each task order.

G.6 DoD E-MALL

G.6.1 CONTRACTOR SUPPORT OF ELECTRONIC SERVICES CONTRACTING. The contractor is required to offer IQ pre-priced line item services to authorized Government personnel when they are ordering the work directly via the Government Purchase Card (GPC) program. When receiving GPC orders against Section B, the contractor shall provide the supplies and services at the offered price without additional markup or handling fee.

G.6.2 ORDERS. The contractor agrees to accept and process electronically submitted GPC orders for IQ services, including those orders issued through the DoD E-Mall. The DoD E-Mall is a U.S. Government (USG) owned and operated web-based ordering system that enables any Department of Defense (DoD) or Federal activity to search for and order goods and services. Authorized GPC users will receive approved accounts on DoD E-Mall to view and order IQ line items. The current list of GPC users authorized to place orders with the contractor for services will be furnished by letter to the contractor from the Contracting Officer.

G.6.3 ENCRYPTION. The contractor is required to receive electronic IQ orders from the DoD E-Mall using 128-bit encrypted email. The contractor agrees to purchase, install, and utilize the most recent version of PGP Personal software, or a comparable solution, for the purpose of decrypting order notification emails from the DoD E-Mall.

G.6.4 UPDATES. The contractor shall post updates on order delivery schedule and performance to the DoD E-Mall in a timely manner.

G.6.5 QUANTITIES. The contractor may receive up to \$100,000.00 of DOD E-Mall orders from authorized GPC users, during the base year and each option year of the contract. The contractor shall track quantities and report total quantities ordered in DOD E-Mall by CLIN and ELIN each month and year-to-date and shall notify the PCO when the overall dollar value of DOD E-Mall orders reaches 75% of the allotted \$100,000.00 per contract period. The report shall be provided to the PCO by the fifth day of each following month.

CLAUSES INCORPORATED BY FULL TEXT

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS
(JUNE 2012)

(a) Definitions. As used in this clause–

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(4) Receiving report means the data required by the clause at 252.246-7000, Material Inspection and Receiving Report.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when--

(1) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

(3) DoD makes payment for rendered health care services using the TRICARE Encounter Data System (TEDS) as the electronic format; or

(4) When the Governmentwide commercial purchase card is used as the method of payment, only submission of the receiving report in electronic form is required.

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Routing Data Table*

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

Other DoDAAC(s) _____

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

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

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

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

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

(Contracting Officer: Insert applicable information or “Not applicable.”)

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

5252.201-9300 CONTRACTING OFFICER AUTHORITY (JUN 1994)

In no event shall any understanding or agreement between the Contractor and any Government employee other than the Contracting Officer on any contract, modification, change order, letter or verbal direction to the Contractor be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by an appointed Contracting Officer. The Contractor is hereby put on notice that in the event a Government employee other than the Contracting Officer directs a change in the work to be performed, it is the Contractor’s responsibility to make inquiry of the Contracting Officer before making the deviation. Payments will not be made without being authorized by an appointed Contracting Officer with the legal authority to bind the Government.

CLAUSES INCORPORATED BY FULL TEXT

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

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

CLAUSES INCORPORATED BY FULL TEXT

5252.216-9306, PROCEDURES FOR ISSUING ORDERS (NOV 2009)

(a) Services to be furnished under this contract shall be furnished at such times as ordered by the issuance of task orders by the Ordering Officer designated by the Contracting Officer. All orders issued hereunder are subject to the terms and conditions of this contract. This contract shall control in the event of conflict with any order. A task order will be considered "issued" for the purpose of this contract at the time the Government deposits the order in the mail or, if transmitted by other means, when physically delivered to the Contractor.

(b) Except in emergency situations, only a Contracting Officer may modify task/delivery orders. An Ordering Officer, when authorized by the designation official (Contracting Officer), may issue modifications to task/delivery orders only during an emergency. Modifications to task/delivery orders will be issued on a Standard Form (SF 30).

Task orders may be modified orally by the Ordering Officer in emergency circumstances. Oral modifications will be confirmed in writing by issuance of a SF 30 within two (2) working days from the time the oral direction is issued.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

5252.232-9301 Invoicing Procedures Electronic. As prescribed in 32.7004 insert a clause substantially the same as the following:

INVOICING PROCEDURES ELECTRONIC (NOV 2009)

(a) In accordance with DFARS Clause 252.232-7003 titled "Electronic Submission of Payment Requests", this contract/order requires use of the DoD Wide Area Workflow (WAWF) system for the submission of invoices. This web-based system, located at <https://wawf.eb.mil>, provides the technology for Government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices will no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business Point of Contact (EBPOC), and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick

Reference Guides also are available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are "Getting Started for Vendors" and "WAWF Vendor Guide".

(c) Within ten (10) days after award, the designated CCR EBPOC is responsible for activating the company's CAGE code in WAWF by calling 1-866-618-5988 for the DISA WAWF Helpdesk or emailing cscassig@csd.disa.mil. Once the company's CAGE code is activated, the CCR EBPOC must self-register under the company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company's CAGE code at <https://wawf.eb.mil>.

(d) The contractor shall use the following document type, DODAAC codes with corresponding extensions, and inspection and acceptance locations when submitting invoices in WAWF:

Initial Document Creation requires the following:	
Contract Number	Fill In
Delivery Order Number	Fill In
Cage Code/Ext	Fill In
Pay DoDAAC	Fill In
Document Type	Fill In (pick one of the following, deleting this statement and any information outside the quotation) 'Invoice and Receiving Report (Combo)' for a supply contract. 'Invoice as 2-in-1 (Services Only)' for contracts paid through DFAS Columbus OH via MOCAS entitlement system, contracts with funded CLINs. 'Navy Construction / Facilities Management Invoice' for contracts that have funded SLINs paid using a WAWF DFAS STARS ONE-PAY entitlement system.
On the WAWF "Header Tab" the following is required:	
Issue Date	Fill In
Issue By DoDAAC	Fill In
Admin By DoDAAC	Fill In
Inspect By DoDAAC/Ext	Fill In
Ship To Code/Ext or Service Acceptor or Accept By DoDAAC/Ext	Fill In
Ship From Code/Ext	"LEAVE BLANK"
LPO DoDAAC/Ext	Fill In
Once Submitted, select "Send More Email Notifications"	
Inspector Email Address	Fill In, if applicable or specify "Not Applicable"
Accountable Official Email Address	Fill In, if applicable or specify "Not Applicable"
Operations Assistant (OA) Email Address	Fill In, if applicable or specify "Not Applicable"
Activity Fund Administrator email Address	Fill In, if applicable or specify "Not Applicable"

The NAVFAC WAWF point of contact for this contract is **Fill In Your POC** and can be reached at **Fill In Email** or **Fill In Phone**.

Note: Supporting documentation must be attached. File names cannot contain spaces or special characters, except underscore "_" which is an acceptable character. There is NO maximum to the number of files that can be attached to an invoice, however EACH file is limited to a maximum file size UNDER 2 megabytes.

(e) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to "Send More Email Notifications." Select "Send More Email Notification" and add additional email addresses noted above in the first email address blocks. This additional notification to the Government is important to ensure that the specific acceptor/receiver is aware the invoice documents have been submitted into WAWF.

(f) If you have any questions regarding WAWF, please contact the WAWF helpdesk at 877-251-WAWF (9293), ccl-ec-navy-wawf-helpdesk@dfas.mil or the NAVFAC WAWF point of contact identified above in section (d).

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

5252.242-9300 GOVERNMENT REPRESENTATIVES (OCT 1996)

a. The contract will be administered by an authorized representative of the Contracting Officer. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract between the contractor and any person other than the Contracting Officer be effective or binding upon the Government, unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of this contract. The authorized representative as indicated hereinafter:

_____1. The Contracting Officer's Representative (COR) will be designated by the Contracting Officer as the authorized representative of the Contracting Officer. The COR is responsible for monitoring performance and the technical management of the effort required hereunder, and should be contacted regarding questions or problems of a technical nature.

 X 2. The designated Contract Specialist will be the Administrative Contracting Officer's representative on all other contract administrative matters. The Contract Specialist should be contacted regarding all matters pertaining to the contract or delivery orders.

_____3. The designated Property Administrator is the Administrative contracting Officer's representative on property matters. The Property Administrator should be contacted regarding all matters pertaining to property administration.

Section H - Special Contract Requirements

SECTION H

H.1 HOLIDAYS. All or a portion of the effort under this contract will be performed on a Government installation. Listed below are the holidays observed by the Federal Government. The Contractor will not be allowed to work on the Government installation on these days. In the event any of the holidays occur on a Saturday or Sunday, then such holiday shall be observed by the Contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

HOLIDAY

New Year's Day
 Martin Luther King Jr. Day
 President's Day
 Memorial Day
 Independence Day
 Labor Day
 Columbus Day
 Veteran's Day
 Thanksgiving
 Christmas Day

OBSERVANCE

1 January
 Third Monday in January
 Third Monday in February
 Last Monday in May
 4 July
 First Monday in September
 Second Monday in October
 11 November
 Fourth Thursday in November
 25 December

H.2 GOVERNMENT FURNISHED/CONTRACTOR ACQUIRED PROPERTY. In accordance with FAR 52.245-2, the Government may furnish or direct the Contractor to purchase, for use in connection with this contract, various property items to be identified on individual task orders. Each task order, as applicable, will identify the property, quantity, original or estimated acquisition value, and place of delivery.

H.3 INSURANCE. Within fifteen (15) days after award of this contract, the Contractor shall furnish to the Contracting Officer a Certificate of Insurance as evidence of the existence of the following insurance coverage in amount not less than the amount specified in accordance with FAR 52.228-5, "INSURANCE – WORK ON A GOVERNMENT INSTALLATION (JAN 1997)" incorporated in Section I. This insurance must be maintained during the entire performance period.

H.3.1 INSURANCE COVERAGE. Below are the minimum coverage amounts:

- a. Comprehensive General Liability: \$500,000
- b. Automobile Liability: \$200,000 per person; \$500,000 per occurrence for bodily injury; \$20,000 per occurrence for property damage
- c. Workman's Compensation: As required by Federal and State Workers' compensation and occupational disease statutes.
- d. Employer Liability Coverage: \$100,000, except in states where worker' compensation may not be written by private carriers
- e. Other Insurance As Required By State Law.

H.3.2 GOVERNMENT OWNED EQUIPMENT AND VEHICLES. Above insurance coverages are to extend to Contractor personnel operating Government owned equipment and vehicles.

H.3.3 NOTIFICATION. The Certificate of Insurance shall provide for thirty (30) days written notice to the Contracting Officer by the insurance company prior to cancellation or material change in policy coverage. Other requirements and information are contained in the aforementioned "Insurance" clause. clause including this paragraph in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required above. The Contractor shall maintain a copy of all subcontractor's proofs of required insurance and shall make copies available to the Navy Technical Representative prior to the subcontractor's commencement of on-site work and the Contracting Officer upon request.

H.4 RELEASE OF INFORMATION. The Contractor shall not make public release of any information relating to all or any part of this contract without prior approval of the Contracting Officer. For the purpose of this clause, "information" includes but is not limited to news releases, articles, manuscripts, brochures, advertisements, still motion pictures, speeches, trade association meetings, symposia, published professional papers, internet web pages, etc...

H.4.1 SUBMITTAL. Two copies of any information proposed for release must be submitted to the Contracting Officer for security and policy reviews and clearance 45 days prior to release. Information copies shall also be sent to the Administrative Contracting Officer, if applicable, and the COTR.

H.4.2 SUBCONTRACTS. The Contractor further agrees to include this clause in any subcontract awarded as a result of this contract.

H.5 SECURITY. The contract, or performance thereof, may involve access to information affecting the national defense of the United States within the meaning of Espionage Laws, Title 18, U.S.C. Sections 793 and 794. The transmission or revelation of the classified contents, or of classified matter to which access may be had, in any manner to an unauthorized person is prohibited by law.

H.6 SERVICE CONTRACT ACT (SCA) WAGES. The Contractor is responsible to ensure all eligible employees are paid in accordance with the appropriate SCA Wage Determination. The following Department of Labor Wage Determinations are applicable to this contract. These determinations specify the minimum wages and fringe benefits to be paid to applicable workers under this contract.

SERVICE CONTRACT ACT WAGE DETERMINATIONS

1. 2005-2017, Revision No. 20, dated 07/14/2015 Alaska: Statewide
2. 2005-2559, Revision No. 19 , dated 07/14/2015 Washington: Counties of Clallam, Grays Harbor, Jefferson, Kitsap, and Mason.
3. 2005-2561, Revision No. 21, dated 07/14/2015 Washington: Counties of Island, San Juan, and Skagit
4. 2005-2563, Revision No. 18, dated 07/14/2015 Washington: Counties of King, Snohomish, and Whatcom

Service Contract Act Wage Determinations cited above are found at Section J, Attachment K. Task orders for areas not covered under these Attachments will identify and incorporate the appropriate Service Contract Act Wage Determinations as necessary and applicable.

CLAUSES INCORPORATED BY FULL TEXT

5252.223-9301 WILDLIFE PRESERVATION (Jun 1994)

Before commencing work which may disturb wildlife, the Contractor shall obtain all necessary state, local and federal permits. Following is a list of applicable restrictions:

HISTORICAL AND ARCHAEOLOGICAL RESOURCES

Carefully protect in-place and report immediately to the Contracting Officer historical and archaeological items or human skeletal remains discovered in the course of work. Stop work in the immediate area of the discovery until directed by the Contracting Officer to resume work. The Government retains ownership and control over historical and archaeological resources.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	JUL 2013
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data--Modifications	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-14	Integrity of Unit Prices	OCT 2010
52.219-14	Limitations On Subcontracting	NOV 2011
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards- Overtime Compensation	MAY 2014
52.222-7	Withholding of Funds	MAY 2014
52.222-8	Payrolls and Basic Records	MAY 2014
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	MAY 2014
52.222-12	Contract Termination-Debarment	MAY 2014
52.222-13	Compliance With Construction Wage Rate Requirements and Related Regulations	MAY 2014
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	MAY 2014
52.222-16	Approval of Wage Rates	MAY 2014
52.222-17	Nondisplacement of Qualified Workers	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-25	Affirmative Action Compliance	APR 1984
52.222-26	Equal Opportunity	APR 2015
52.222-35	Equal Opportunity for Veterans	OCT 2015
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	OCT 2015

52.222-41	Service Contract Labor Standards	MAY 2014
52.222-43	Fair Labor Standards Act And Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts)	MAY 2014
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification	OCT 2015
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	FEB 2013
52.230-2	Cost Accounting Standards	OCT 2015
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-15	Progress Payments Not Included	APR 1984
52.232-17	Interest	MAY 2014
52.232-23	Assignment Of Claims	MAY 2014
52.232-25	Prompt Payment	JUL 2013
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-37	Multiple Payment Arrangements	MAY 1999
52.233-1 Alt I	Disputes (May 2014) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.242-15	Stop-Work Order	AUG 1989
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.244-2	Subcontracts	OCT 2010

52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	OCT 2015
52.245-1	Government Property	APR 2012
52.245-2	Government Property Installation Operation Services	APR 2012
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-7	Termination (Fixed-Price Architect-Engineer)	APR 1984
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7002	Disclosure Of Ownership Or Control By A Foreign Government	JUN 2010
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.215-7000	Pricing Adjustments	DEC 2012
252.215-7002	Cost Estimating System Requirements	DEC 2012
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7001	Buy American And Balance Of Payments Program-- Basic (Nov 2014)	NOV 2014
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2012
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7009	Mandatory Payment by Governmentwide Commercial Purchase Card	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.247-7023	Transportation of Supplies by Sea	APR 2014
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

(End of clause)

52.204-7 SYSTEM FOR AWARD MANAGEMENT (JULY 2013)

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

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

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

Registered in the System for Award Management SAM database means that--

(1) The offeror has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see Subpart 4.14) into the SAM database;

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

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

(4) The Government has marked the record ``Active".

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

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address

exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

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

(1) An offeror may obtain a DUNS number--

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

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

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

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that

could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING. (OCT 1995)

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

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

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than (insert dollar figure or quantity), the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of (insert dollar figure or quantity);

(2) Any order for a combination of items in excess of (insert dollar figure or quantity); or

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

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

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

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

CLAUSES INCORPORATED BY FULL TEXT

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor before the end of the contract term.

CLAUSES INCORPORATED BY FULL TEXT

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)

(a) Definition.

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) Applicability. This clause applies only to--

(1) Contracts that have been totally set aside or reserved for small business concerns; and

(2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(d) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified **acquisition** procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(End of clause)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014)

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

HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

Small business concern means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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

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

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

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

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

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

(b) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(c) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(d)(1) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(2) The Contractor shall confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing the System for Award Management database or by contacting the SBA. Options for contacting the SBA include--

(i) HUBZone small business database search application Web page at http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm; or <http://www.sba.gov/hubzone>;

(ii) In writing to the Director/HUB, U.S. Small Business Administration, 409 3rd Street, SW., Washington DC 20416; or

(iii) The SBA HUBZone Help Desk at hubzone@sba.gov.

(End of clause)

52.219-14 LIMITATIONS ON SUBCONTRACTING (NOV 2011)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Applicability. This clause applies only to--

(1) Contracts that have been set aside or reserved for small business concerns or 8(a) concerns;

(2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) concerns; and

(3) Orders set aside for small business or 8(a) concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

CLAUSES INCORPORATED BY FULL TEXT

52.219-17 SECTION 8(a) AWARD (DEC 1996)

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to the _____ (insert name of contracting activity) _____ the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the [insert name of contracting agency] Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the [insert name of contracting agency].

CLAUSES INCORPORATED BY FULL TEXT

52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (JUN 2003)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified **acquisition** procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The insert name of SBA's contractor will notify the insert name of contracting agency Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS (MAY 2014)

(a) Service employee, as used in this clause, means any person engaged in the performance of a service contract other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541. The term "service employee" includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.

(b) The Contractor and its subcontractors shall, except as otherwise provided herein, in good faith offer those service employees employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the service employees were hired, a right of first refusal of employment under this contract in positions for which the service employees are qualified.

(1) The Contractor and its subcontractors shall determine the number of service employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor Contractor employed in connection with performance of the work.

(2) Except as provided in paragraph (c) of this clause, there shall be no employment opening under this contract, and the Contractor and any subcontractors shall not offer employment under this contract, to any person prior to having complied fully with this obligation.

(i) The successor Contractor and its subcontractors shall make a bona fide express offer of employment to each service employee as provided herein and shall state the time within which the service employee must accept such offer, but in no case shall the period within which the service employee must accept the offer of employment be less than 10 days.

(ii) The successor Contractor and its subcontractors shall decide any question concerning a service employee's qualifications based upon the individual's education and employment history, with particular emphasis on the employee's experience on the predecessor contract, and the Contractor may utilize employment screening processes only when such processes are provided for by the contracting agency, are conditions of the service contract, and are consistent with Executive Order 13495.

(iii) Where the successor Contractor does not initially offer employment to all the predecessor contract service employees, the obligation to offer employment shall continue for 90 days after the successor contractor's first date of performance on the contract.

(iv) An offer of employment will be presumed to be bona fide even if it is not for a position similar to the one the employee previously held, but is one for which the employee is qualified, and even if it is subject to different employment terms and conditions, including changes to pay or benefits. (See 29 CFR 9.12 for a detailed description of a bonafide offer of employment).

(c)(1) Notwithstanding the obligation under paragraph (b) of this clause, the successor Contractor and any subcontractors (i) may employ under this contract any service employee who has worked for the contractor or subcontractor for at least three months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge, (ii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Labor Standards statute, 41 U.S.C. 6701(3), and (iii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor whom the Contractor or any of its subcontractors reasonably believes, based on the particular service employee's past performance, has failed to perform suitably on the job (see 29 CFR 9.12(c)(4) for additional information). The successor Contractor bears the responsibility of demonstrating the appropriateness of claiming any of these exceptions.

(2) In addition, any Contractor or subcontractor that has been certified by the U.S. Small Business Administration as a HUBZone small business concern must ensure that it complies with the statutory and regulatory requirements of the HUBZone Program (e.g., it must ensure that at least 35 percent of all of its employees reside within a HUBZone). The HUBZone small business Contractor or subcontractor must consider whether it can meet the requirements of this clause and Executive Order 13495 while also ensuring it meets the HUBZone Program's requirements.

(3) Nothing in this clause shall be construed to permit a Contractor or subcontractor to fail to comply with any provision of any other Executive order or law. For example, the requirements of the HUBZone Program (see FAR subpart 19.13), Executive Order 11246 (Equal Employment Opportunity), and the Vietnam Era Veterans' Readjustment Assistance Act of 1974 may conflict, in certain circumstances, with the requirements of Executive Order 13495. All applicable laws and Executive orders must be satisfied in tandem with, and if necessary prior to, the requirements of Executive Order 13495, 29 CFR part 9, and this clause.

(d)(1) The Contractor shall, not less than 30 days before completion of the Contractor's performance of services on the contract, furnish the Contracting Officer with a certified list of the names of all service employees working under this contract and its subcontracts at the time the list is submitted. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts with either the current or predecessor contractors or their subcontractors. Where changes to the workforce are made after the submission of the certified list described in this paragraph, the Contractor shall, in accordance with paragraph (e) of this clause, not less than 10 days before completion of the services on this contract, furnish the Contracting Officer with an updated certified list of the names of all service employees employed within the last month of contract performance. The updated list shall also contain anniversary dates of employment, and, where applicable, dates of separation of each service employee under the contract and its predecessor contracts with either the current or predecessor Contractors or their subcontractors.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and, if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.

(3) The Contracting Officer will direct the predecessor Contractor to provide written notice (Appendix B to 29 CFR chapter 9) to service employees of their possible right to an offer of employment with the successor contractor. Where a significant portion of the predecessor Contractor's workforce is not fluent in English, the notice shall be provided in English and the language(s) with which service employees are more familiar. The written notice

shall be—

(i) Posted in a conspicuous place at the worksite; or (ii) Delivered to the service employees individually. If such delivery is via email, the notification must result in an electronic delivery receipt or some other reliable confirmation that the intended recipient received the notice.

(e)(1) If required in accordance with 52.222-41(n), the predecessor Contractor shall, not less than 10 days before completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor Contractors or their subcontractors. If there are no changes to the workforce before the predecessor contract is completed, then the predecessor Contractor is not required to submit a revised list 10 days prior to completion of performance and the requirements of 52.222-41(n) are met. When there are changes to the workforce after submission of the 30-day list, the predecessor Contractor shall submit a revised certified list not less than 10 days prior to performance completion.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and, if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.

(f) The Contractor and subcontractor shall maintain the following records (regardless of format, e.g., paper or electronic) of its compliance with this clause for not less than a period of three years from the date the records were created.

(1) Copies of any written offers of employment or a contemporaneous written record of any oral offers of employment, including the date, location, and attendance roster of any service employee meeting(s) at which the offers were extended, a summary of each meeting, a copy of any written notice that may have been distributed, and the names of the service employees from the predecessor contract to whom an offer was made.

(2) A copy of any record that forms the basis for any exemption claimed under this part.

(3) A copy of the service employee list provided to or received from the contracting agency.

(4) An entry on the pay records of the amount of any retroactive payment of wages or compensation under the supervision of the Administrator of the Wage and Hour Division to each service employee, the period covered by such payment, and the date of payment, and a copy of any receipt form provided by or authorized by the Wage and Hour Division. The Contractor shall also deliver a copy of the receipt to the service employee and file the original, as evidence of payment by the Contractor and receipt by the service employee, with the Administrator or an authorized representative within 10 days after payment is made.

(g) Disputes concerning the requirements of this clause shall not be subject to the general disputes clause (52.233-1) of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 9. Disputes within the meaning of this clause include disputes between or among any of the following: The Contractor, the contracting agency, the U.S. Department of Labor, and the service employees under the contract or its predecessor contract. The Contracting Officer will refer any service employee who wishes to file a complaint, or ask questions concerning this contract clause, to the: Branch of Government Contracts Enforcement, Wage and Hour Division, U.S. Department of Labor, 200 Constitution Avenue NW., Washington, DC 20210. Contact email: displaced@dol.gov.

(h) The Contractor shall cooperate in any review or investigation by the Department of Labor into possible violations of the provisions of this clause and shall make such records requested by such official(s) available for inspection, copying, or transcription upon request.

(i) If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the Contractor or its

subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, appropriate sanctions may be imposed and remedies invoked against the Contractor or its subcontractors, as provided in Executive Order 13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.

(j) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance. However, if the Contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the Contractor may request that the United States, through the Secretary, enter into such litigation to protect the interests of the United States.

(k) The Contracting Officer will withhold, or cause to be withheld, from the prime Contractor under this or any other Government contract with the same prime Contractor, such sums as an authorized official of the Department of Labor requests, upon a determination by the Administrator, the Administrative Law Judge, or the Administrative Review Board, that there has been a failure to comply with the terms of this clause and that wages lost as a result of the violations are due to service employees or that other monetary relief is appropriate. If the Contracting Officer or the Administrator, upon final order of the Secretary, finds that the Contractor has failed to provide a list of the names of service employees working under the contract, the Contracting Officer may, in his or her discretion, or upon request by the Administrator, take such action as may be necessary to cause the suspension of the payment of contract funds until such time as the list is provided to the Contracting Officer.

(l) Subcontracts. In every subcontract over the simplified acquisition threshold entered into in order to perform services under this contract, the Contractor shall include a provision that ensures—

(1) That each subcontractor will honor the requirements of paragraphs (b) through (c) of this clause with respect to the service employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor Contractor and its subcontractors;

(2) That the subcontractor will provide the Contractor with the information about the service employees of the subcontractor needed by the Contractor to comply with paragraphs (d) and (e) of this clause; and

(3) The recordkeeping requirements of paragraph (f) of this clause.

CLAUSES INCORPORATED BY FULL TEXT

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

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

Information will vary pursuant to the wage determination applicable to the individual task order.

CLAUSES INCORPORATED BY FULL TEXT

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond **FY 16**. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond **FY 16**, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

CLAUSES INCORPORATED BY FULL TEXT

52.232-32 PERFORMANCE-BASED PAYMENTS (APR 2012)

(a) Amount of payments and limitations on payments. Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) Contractor request for performance-based payment. The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) Approval and payment of requests.

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The

designated payment office will pay approved requests on the ----- [Contracting Officer insert day as prescribed by agency head; if not prescribed, insert ``30th"] day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquiries into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments.

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) Reduction or suspension of performance-based payments. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's --

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title.

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

- (ii) Special tooling and special test equipment to which the Government is to acquire title;
 - (iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (f)(2)(ii) of this clause; and
 - (iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.
- (3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination or clauses) shall determine the handling and disposition of the property.
- (4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.
- (5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.
- (6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not --
- (i) Delivered to, and accepted by, the Government under this contract; or
 - (ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.
- (7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.
- (g) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is lost (see 45.101), the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.
 - (h) Records and controls. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.
 - (i) Reports and Government access. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.
 - (j) Special terms regarding default. If this contract is terminated under the Default clause,

(1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and

(2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) Reservation of rights.

(1) No payment or vesting of title under this clause shall --

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause --

(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) Content of Contractor's request for performance-based payment. The Contractor's request for performance-based payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for performance-based payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made;

(4) Such information and documentation as is required by the contract's description of the basis for payment; and

(5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) Content of Contractor's certification. As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that --

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on _____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of Clause)

52.232-36 PAYMENT BY THIRD PARTY (MAY 2014)

(a) General.

(1) Except as provided in paragraph (a)(2) of this clause, the Contractor agrees to accept payments due under this contract, through payment by a third party in lieu of payment directly from the Government, in accordance with the terms of this clause. The third party and, if applicable, the particular Governmentwide commercial purchase card to be used are identified elsewhere in this contract.

(2) The Governmentwide commercial purchase card is not authorized as a method of payment during any period the System for Award Management (SAM) indicates that the Contractor has delinquent debt that is subject to collection under the Treasury Offset Program (TOP). Information on TOP is available at <http://fms.treas.gov/debt/index.html>. If the SAM subsequently indicates that the Contractor no longer has delinquent debt, the Contractor may request the Contracting Officer to authorize payment by Governmentwide commercial purchase card.

(b) Contractor payment request.

(1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall make payment requests through a charge to the Government account with the third party, at the time and for the amount due in accordance with those clauses of this contract that authorize the Contractor to submit invoices, contract financing requests, other payment requests, or as provided in other clauses providing for payment to the Contractor.

(2) When the Contracting Officer has notified the Contractor that the Governmentwide commercial purchase card is no longer an authorized method of payment, the Contractor shall make such payment requests in accordance with instructions provided by the Contracting Officer during the period when the purchase card is not authorized.

(c) Payment. The Contractor and the third party shall agree that payments due under this contract shall be made upon submittal of payment requests to the third party in accordance with the terms and conditions of an agreement between the Contractor, the Contractor's financial agent (if any), and the third party and its agents (if any). No payment shall be due the Contractor until such agreement is made. Payments made or due by the third party under this clause are not payments made by the Government and are not subject to the Prompt Payment Act or any implementation thereof in this contract.

(d) Documentation. Documentation of each charge against the Government's account shall be provided to the Contracting Officer upon request.

(e) Assignment of claims. Notwithstanding any other provision of this contract, if any payment is made under this clause, then no payment under this contract shall be assigned under the provisions of the assignment of claims terms of this contract or the Assignment of Claims Act of 1940 (31 U.S.C. 3727, 41 U.S.C. 6305).

(f) Other payment terms. The other payment terms of this contract shall govern the content and submission of payment requests. If any clause requires information or documents in or with the payment request, that is not

provided in the third party agreement referenced in paragraph (c) of this clause, the Contractor shall obtain instructions from the Contracting Officer before submitting such a payment request.

(End of clause)

52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(1) Any such clause is unenforceable against the Government.

(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(3) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(b) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another

contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.246-20 WARRANTY OF SERVICES (MAY 2001)

(a) Definition.

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

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor **within 15 days of knowledge of the nonperformance**. This notice shall state either (1) that the Contractor shall correct or reperform any defective or nonconforming services, or (2) that the Government does not require correction or reperformance.

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.248-1 VALUE ENGINEERING (OCT 2010)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

(b) Definitions. "Acquisition savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

"Collateral costs," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either (1) throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated or (2) to the calculation of a lump-sum payment, which cannot later be revised.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP

acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

Sharing period, as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that--

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only;

(ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

(iii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) Identification of the unit to which the VECP applies.

(4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development

and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) Government action. (1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon (1) this contract's type (fixed-price, incentive, or cost-reimbursement), (2) the sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule), and (3) the source of the savings (the instant contract, or concurrent and future contracts), as follows:

CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS

(Figures in percent)

Contract Type	Incentive (Voluntary)		Program Requirement (Mandatory)	
	Instant Contract Rate	Concurrent and Future Contract Rate	Instant Contract Rate	Concurrent and Future Contract Rate
Fixed-price (includes fixed-price-award-fee; excludes other fixed-price)	50	50	25	25

incentive contracts)				
Incentive (fixed-price or cost) (other than award fee)	N/A	N/A	N/A	N/A
Cost-reimbursement (includes cost-plus-award-fee; excludes other cost-type incentive Contracts)	N/A	N/A	N/A	N/A

- (1) The Contracting Officer may increase the Contractor's sharing rate to as high as 75 percent for each VECP.
- (2) Same sharing arrangement as the contract's profit or fee adjustment formula.
- (3) The Contracting Officer may increase the Contractor's sharing rate to as high as 50 percent for each VECP.

(g) Calculating net acquisition savings.

(1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--

- (1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;
- (2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;
- (3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;
- (4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts--add to contract price.

(ii) Cost-reimbursement contracts--add to contract fee.

(i) Concurrent and future contract savings.

(1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by (i) subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset and (ii) multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by (i) multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period, (ii) subtracting any Government costs or negative instant contract savings not yet offset, and (iii) multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.

(5) Alternate no-cost settlement method. When, in accordance with subsection 48.104-4 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.

(k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$150,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this

contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering clause of contract , shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<https://www.acquisition.gov/far>

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) An offeror may obtain a DUNS number—

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

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

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

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

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

(End of Provision)

CLAUSES INCORPORATED BY FULL TEXT

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

___ (iii) 252.225-7020, Trade Agreements Certificate.

___ Use with Alternate I.

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

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

___ Use with Alternate I.

___ Use with Alternate II.

___ Use with Alternate III.

___ Use with Alternate IV.

____ Use with Alternate V.

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

FAR/DFARS Clause #	Title	Date	Change

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

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

252.219-7009 SECTION 8(A) DIRECT AWARD (SEP 2007)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

Richond District Office

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The 8(a) Contractor agrees that--

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of Clause)

CLAUSES INCORPORATED BY FULL TEXT

252.219-7010 ALTERNATE A (JUN 1998)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The (insert name of SBA's contractor) will notify the (insert name of contracting agency) Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

5252.201-9300 CONTRACTING OFFICER AUTHORITY (JUN 1994)

In no event shall any understanding or agreement between the Contractor and any Government employee other than the Contracting Officer on any contract, modification, change order, letter or verbal direction to the Contractor be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by an appointed Contracting Officer. The Contractor is hereby put on notice that in the event a Government employee other than the Contracting Officer directs a change in the work to be performed, it is the Contractor's responsibility to make inquiry of the Contracting Officer before making the deviation. Payments will not be made without being authorized by an appointed Contracting Officer with the legal authority to bind the Government.

CLAUSES INCORPORATED BY FULL TEXT

5252.209-9300 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1994)

The restrictions described herein shall apply to the Contractor and its affiliates, consultants and subcontracts under this contract. If the Contractor under this contract prepares or assists in preparing a statement of work, specifications and plans, the Contractor and its affiliates shall be ineligible to bid or participate, in any capacity, in any contractual effort which is based on such statement of work or specifications and plans as a prime contractor, subcontractor, consultant or in any similar capacity. The Contractor shall not incorporate its products or services in such statement of work or specification unless so directed in writing by the Contracting Officer, in which case the restriction shall not apply. This contract shall include this clause in its subcontractor's or consultants' agreements concerning the performance of this contract.

CLAUSES INCORPORATED BY FULL TEXT

5252.216 9314 Economic Price Adjustment For Changes in Landfill/Disposal Fees. As prescribed in 16.203-4-100(b), insert the following clause:

ECONOMIC PRICE ADJUSTMENT FOR CHANGES IN
LANDFILL/DISPOSAL FEES (JUN 1994)

- (a) The Contractor shall notify the Contracting Officer, at any time during contract performance, the disposal fee unit prices shown in the schedule in Section B either increase or decrease as a result of new landfill/disposal fees set by the County Commissioners. The Contractor shall furnish this notice within 20 calendar days after being notified of any increase or decrease, or within any additional period that the Contracting Officer may approve in writing. Adjustment for increases shall not be retroactive beyond the 20 calendar day notification period or such time as approved in writing by the Contracting Officer. Adjustments for decreases shall be made effective immediately on the date they are implemented by the landfill. The notice shall include the amount of the adjustment (increase or decrease), the effective date and supporting data explaining the cause of the adjustment.
- (b) Promptly after the Contracting Officer receives the notice and date under paragraph (a) above, the Contracting Officer shall modify this contract to include the increase or decrease in the disposal fee (resulting from the adjustment) and its effective date. The contractor shall continue performance pending adjustment.
- (c) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.
- (d) No increase shall exceed the cost of using other alternative landfills which are available for use by the Contractor, considering the disposal fees, labor and transportation cost.
- (e) Any price adjustment under this clause is subject to the following limitations:
- (1) Any adjustment shall be limited to the effect on unit prices as a result of new landfill/disposal fees set by the County Commissioners. There shall be no adjustment for (i) changes in rates or unit prices other than those shown in the Schedule, or (ii) changes in the quantities of labor or material used from those shown in the Schedule for each item.

- (2) No upward adjustment shall apply to supplies or services that are required to be delivered or performed before the effective date of the adjustment.
- (3) No upward adjustment shall be approved for any disposal fee increase that does not apply equally to all landfill customers of similar conditions of service.
- (4) The aggregate of the increases in any contract unit price for disposal fees made under this clause shall not exceed 100 percent of the originally awarded unit price for line item, disposal fees for the base period. There is no percentage limitation on the amount of decreases that may be made under this clause.
- (5) There will be no adjustment for any increase in the disposal fees which will not result in a net change of at least 3 (three) percent of the total unit price for the then current contract term (not the cumulative total contract price).
- (f) The Government's obligation under this clause is contingent upon the availability of appropriated funds before payment for this increase can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this increase and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer. The clause entitled "Availability of Funds" in Section I, paragraph applies. (End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

- (a) The Government may extend the term of this contract for a term of one (1) to twelve (12) months by written notice to the Contractor within the performance period specified in the Schedule; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option provision.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

5252.228-9305 NOTICE OF BONDING REQUIREMENTS (DEC 2000)

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

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

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

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

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

5252.232-9300 CONTRACTOR ACCOUNTING SYSTEM--SEGREGATION OF COSTS (JUN 1994)

The Contractor shall employ an accounting system for this contract to identify and record site specific costs on a site specific activity basis. Site specific cost documentation must be readily retrievable and sufficiently identifiable to enable cross-referencing with payment vouchers.

5252.236-9305 AVAILABILITY OF UTILITIES (JUN 1994)

When available, the government will furnish reasonable amounts of the following utilities for the work to be performed under this contract at no cost to the Contractor. Information concerning the location of existing outlets may be secured from the OIC. The Contractor shall provide and maintain, at his expense, the necessary service lines from existing Government outlets to the site of work.

Electric - Water - Compressed Air

Contractor Furnished Utilities: In the event that the Government is unable to provide the required types of utilities, the Contractor shall, at his expense, arrange for the required utilities.

Contractor Energy Conservation: The Contractor shall be directly responsible for instructing employees in utilities conservation practices. The Contractor shall be responsible for operating under conditions which preclude the waste of utilities, which shall include:

- a. Lights shall be used only in areas where and at the time when work is actually performed.
- b. Mechanical equipment controls for heating, ventilation and air conditioning systems will not be adjusted by the workers.
- c. Water faucets or valves shall be turned off after the required usage has been accomplished.

Telephone Lines. Telephone lines for the sole use of the Contractor will not be available. Government telephones shall not be used for personal reasons.

Contractor Availability. The Contractor shall maintain a telephone at which he or his representative may be reached 24 hours daily. The telephone shall be listed in the contractor's name. If the Contractor does not have a local telephone, he shall maintain a toll free emergency telephone (or accept collect calls from authorized Government personnel) at which he or his representative may be reached at night, weekends and holidays. It is mandatory that the Contractor or his representative be available to a toll-free telephone 24 hours per day, seven days per week,

including holidays. He shall notify the OIC in writing of the mailing address and telephone number within three days after award of this contract and immediately thereafter in the event of change.

5252.237-9301, SUBSTITUTIONS OF KEY PERSONNEL (JUN 1994)

The Contractor shall provide complete resumes for proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the consent on substitutions. No change in fixed unit prices may occur as a result of key personnel substitutions.

5252.245-9300 Government-Furnished Property, Materials and Services. As prescribed in 45.106-100(a), insert the following clause:

GOVERNMENT-FURNISHED PROPERTY, MATERIALS AND SERVICES (FEB 2009)

In accordance with FAR clause 52.245-1, Government Property (JUN 2007), Section I, the Government will provide the Contractor the use of Government-owned facilities, equipment, materials, and utilities for use only in connection with this contract. All such facilities, equipment, and materials will be provided in "as is" condition and their use is at the option of the Contractor. The use of Government-furnished property and services for other purposes is prohibited.

(a) Government-Furnished Facilities. The Government will furnish or make available to the Contractor the facilities described in Attachment J. The Contractor shall be responsible and accountable for such facilities accepted for use and shall take adequate precautions to prevent fire hazards, odors, and vermin. Janitorial and refuse collection services for Government-furnished facilities shall be provided by the Contractor. The Contractor shall obtain written approval from the Contracting Officer prior to making any modifications or alterations to the facilities. Any such modifications or alterations approved by the Government will be made at the expense of the Contractor. At the completion of the contract all facilities shall be returned to the Government in the same condition as received, except for reasonable wear and tear.

(b) Government-Furnished Equipment. The Government will provide the Contractor the use of existing and available Government-owned equipment as listed in Attachment N/A.

(1) The Contractor shall provide periodic servicing, maintenance, and repair of the equipment accepted for use. Servicing, maintenance, and repair shall be provided in accordance with the manufacturer's recommendations, and records of all work performed shall be maintained and made available to the Contracting Officer upon request.

(2) The total or partial breakdown or failure of the Government-furnished equipment shall not relieve the Contractor of responsibility to fully perform the work of the contract. Upon completion or termination of the contract, all Government-owned equipment shall be returned to the Government in the same condition as received, except for normal wear and tear. Equipment which becomes worn out due to normal wear and tear shall be returned to the Government and its replacement shall be the responsibility of the Contractor at no additional cost to the Government. The Contractor shall be responsible for the cost of any repairs or replacement caused by negligence or abuse.

(3) The Contractor and the Contracting Officer shall conduct a joint inventory before commencing work under this contract to determine the exact number and serviceability of Government-furnished equipment. The Contractor shall then certify the findings of this inventory, assume accounting responsibility, and subsequently report inventory discrepancies to the Contracting Officer. Government-furnished equipment shall not be removed from the military base/facility unless approved by the Contracting Officer in writing.

(c) Government-Furnished Material. The Government will furnish the material described in Attachment N/A to the Contractor on a one-time basis. The Contractor and the Contracting Officer shall conduct a joint inventory before commencing work to determine the exact amount and serviceability of Government-furnished materials. The Contractor shall then certify the findings of this inventory, assume accounting responsibility for all materials accepted for use, and provide documentation supporting issue/use of such material. Upon depletion of material provided to the Contractor by the Government, the Contractor shall furnish all material to perform the work of the contract, except as otherwise specified herein. Upon completion or termination of this contract a second joint inventory shall be conducted, if necessary, of all unused Government-furnished materials. The Contractor shall be held liable for all materials which cannot be accounted for by issue/use documentation.

(d) Availability of Utilities. The Government will furnish **electricity, and fresh water** at existing outlets for use in those facilities provided by the Government, and as may be required for the work to be performed under the contract. Information concerning the location of existing outlets may be obtained from the Contracting Officer. The Contractor shall provide and maintain, at his expense, the necessary service lines from existing Government outlets to the site of work.

(1) Utilities specified above will be furnished at no cost to the Contractor

OR-

(1) The Contractor shall pay for utilities consumed and shall, at its expense, install meters as required by the Contracting Officer to measure consumption of utilities provided by the Government. Rates for reimbursement to the Government of metered utilities will be list the rates of reimbursement per type of service provided.

(2) A restricted telephone line (USOC Class RS4) for on base calls will be provided by the Government at no cost to the Contractor. The Contractor shall install commercial telephone service, and all service and toll charges shall be paid for by the Contractor.

(e) Availability of Services. The Government will/will not provide custodial services and/or refuse collection from existing collection points. Attachment N/A contains a listing of the services provided by the government. If the Government does not provide refuse collection, the contractor will be required to dispose of all garbage and other waste materials generated by his work at a licensed off site landfill. (End of clause)

Section J - List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS

Attachment 1 – Relevant Experience Individual Project Data Sheet

Attachment 2 – Relevant Experience Project Checklist

Attachment 3 - Past Performance Questionnaire Letter

Attachment 4 – Past Performance Questionnaire

Attachment 5 – Request for Proposal for the Seed Project, Soil Vapor Extraction Containment System (SVECS) ,
Naval Weapons Industrial Plant ((NWIRP), Bethpage, New York

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.225-4	Buy American--Free Trade Agreement--Israeli Trade Act Certificate	MAY 2014
52.225-4 Alt I	Buy American--Free Trade Agreement--Israeli Trade Act Certificate (MAY 2014) Alternate I	MAY 2014
52.225-6	Trade Agreements Certificate	MAY 2014

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

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

(2) The small business size standard is \$20,500,000.00.

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

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

() Paragraph (d) applies.

() Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

- (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
- (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
- (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-2; Prohibition on Contracting with Inverted Domestic Corporations--Representation.
- (vi) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
 - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

(i) 52.204-17, Ownership or Control of Offeror.

(ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

(iv) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

(v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA- Designated Products (Alternate I only).

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

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

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2014)

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

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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

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

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

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

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

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

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

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

(2) The small business size standard is \$20,500,000.00.

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

(c) Representations. (1) The offeror represents as part of its offer that it [___] is, [___] is not a small business concern. (2) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [___] is, [___] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

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

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

(ii) It [___] is, [___] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: ___ --.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

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

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

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

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

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

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

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

(ii) It [___] is, [___] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: ___ --.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Notice.

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

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

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

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

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

(End of provision)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

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

Gender identity has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

Segregated facilities means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

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

The offeror represents that --

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

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

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

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) it has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (SEP 2010)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Veterans), it has submitted the most recent VETS-100A Report required by that clause.

(End of provision)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

___ (iii) 252.225-7020, Trade Agreements Certificate.

___ Use with Alternate I.

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

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

___ Use with Alternate I.

___ Use with Alternate II.

___ Use with Alternate III.

___ Use with Alternate IV.

___ Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the SAM Web site at <https://www.acquisition.gov/>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in

this offer by reference (see FAR 4.1201); except for the changes identified below ____ [offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Clause #	Title	Date	Change

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

(End of provision)

252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (JUN 2010)

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

(1) “Effectively owned or controlled” means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror’s officers or a majority of the Offeror’s board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) “Entity controlled by a foreign government”—

(i) Means—

(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(B) Any individual acting on behalf of a foreign government.

(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

(3) “Foreign government” includes the state and the government of any country (other than the United States and its outlying areas) as well as any political subdivision, agency, or instrumentality thereof.

(4) “Proscribed information” means—

(i) Top Secret information;

(ii) Communications security (COMSEC) material, excluding controlled cryptographic items when unkeyed or utilized with unclassified keys;

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmented Information (SCI).

(b) *Prohibition on award.* No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a).

(c) *Disclosure.* The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure
(Name and Phone Number with Country Code, City Code
and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity Controlled by a Foreign Government	Description of Interest, Ownership Percentage, and Identification of Foreign Government
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(End of provision)

252.225-7000 BUY AMERICAN--BALANCE OF PAYMENTS PROGRAM CERTIFICATE--BASIC (NOV 2014)

(a) Definitions. Commercially available off-the-shelf (COTS) item, component, domestic end product, foreign end product, qualifying country, qualifying country end product, South Caucasus/Central and South Asian (SC/CASA) state, South Caucasus/Central and South Asian (SC/CASA) state end product, and United States, as used in this provision, have the meanings given in the Buy American and Balance of Payments Program--Basic clause of this solicitation.

(b) Evaluation. The Government--

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American statute or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American and Balance of Payments Program-- Basic clause of this solicitation, the offeror certifies that--

(i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and

(ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

(Line Item Number Country of Origin)

(Country of Origin)

(3) The following end products are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of ``domestic end product":

(Line Item Number) -----

(Country of Origin (If known)) -----

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

___ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

INSTRUCTIONSL.1 CONTRACTOR PROPOSAL CERTIFICATION

Contractor is required to certify in writing on page 1 of the proposal the following:

_____ warrants that its proposal
(Name of Offeror)

_____ incorporated herein by reference, including, but not limited to, proposed (of date or other Identifier) approaches, staffing, methodology, or work plans, will meet the performance objectives set forth in this contract during the execution thereof. The contractor is not excused from meeting such performance objectives. The contractor understands that it bears all of the cost and performance risk associated with adopting acceptable additional (and/or alternative) means or methods of meeting the performance objective.

L.2 CONTRACTOR PAYMENT SCHEDULE

The Contractor shall submit a Payment Schedule for all firm fixed-price (FFP) work proposed for a 12-month period. This schedule shall break down the annual FFP cost of the work proposed by the month in which the work is planned to be performed.

L.3 INQUIRES

All questions from offerors concerning any aspect of this request for proposal (RFP) must be submitted in writing. Prospective offerors are requested to submit written questions specifying the section and paragraph of the specification for which clarification is desired. All inquires will be answered in writing. Telephone questions will not be entertained. Offerors are specifically cautioned that verbal discussions and replies to question shall not have the effect of changing the provisions of the written RFP.

All questions must be submitted at least **10 days** before proposals are due. This is the most efficient way to ensure all questions are addressed in a timely manner.

Pre-Proposal Inquires shall be electronically sent to LeeArjetta W. Hamilton, Contract Specialist, at the following email address:

leearjetta.hamilton@navy.mil

L.4 DISPOSITION OF PROPOSALS

Proposals from unsuccessful offerors will not be returned to the offeror, but shall be destroyed by the Contracting Officer. No certificate of destruction will be issued.

CLAUSES INCORPORATED BY REFERENCE

52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.215-20	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data	OCT 2010
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993

CLAUSES INCORPORATED BY FULL TEXT

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM NUMBER (JULY 2013)

(a) Definition. Data Universal Numbering System (DUNS) number, as used in this provision, means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities, which is used as the identification number for Federal Contractors.

(b) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same concern.

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

(1) An offeror may obtain a DUNS number--

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

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

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

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

52.211-2 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST) (APR 2014)

(a) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(1) ASSIST (<https://assist.dla.mil/online/start/>);

(2) Quick Search (<http://quicksearch.dla.mil/>);

(3) ASSISTdocs.com (<http://assistdocs.com>).

(b) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(1) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(2) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of provision)

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE (APR 2008)

Any contract awarded as a result of this solicitation will be _____ DX rated order; X DO rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. [Contracting Officer check appropriate box.]

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE (APR 2008)

Any contract awarded as a result of this solicitation will be _____ DX rated order; _____ DO rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. [Contracting Officer check appropriate box.]

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Indefinite Delivery/Indefinite Quantity contract resulting from this solicitation.

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

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

52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Naval Facilities Engineering Command
Mid-Atlantic Acquisition
9324 Virginia Avenue
Norfolk, Virginia 23511-3095

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

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

[Insert one or more Internet addresses]

(End of provision)

252.211-7002 AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS, STANDARDS, PLANS, DRAWINGS, DATA ITEM DESCRIPTIONS, AND OTHER PERTINENT DOCUMENTS (DEC. 1991)

The specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this solicitation are not available for distribution but may be examined at the following location:

Commander NAVFAC Mid-Atlantic
Acquisition Core
9324 Virginia Avenue
Norfolk, Virginia 23511

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, except for salary information provided on resumes. 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)
- ... 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 F 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.
- (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 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

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)
 - 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 s 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 F 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 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.
- (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 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 (FAPIS), 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 (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).

CLAUSES INCORPORATED BY REFERENCE

52.217-5

Evaluation Of Options

JUL 1990