

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE J	PAGE OF PAGES 1   98
2. AMENDMENT/MODIFICATION NO. 0007	3. EFFECTIVE DATE 19-Mar-2015	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)
6. ISSUED BY NAVFAC SOUTHWEST ENVIRONMENTAL CONTRACTS CORE CODE RAQEO 1220 PACIFIC HWY SAN DIEGO CA 92132-5190	CODE N62473	7. ADMINISTERED BY (If other than item 6) <b>See Item 6</b>		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		X	9A. AMENDMENT OF SOLICITATION NO. N62473-14-R-4807	
		X	9B. DATED (SEE ITEM 11) 05-Jun-2014	
			10A. MOD. OF CONTRACT/ORDER NO.	
			10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  Habitat Enhancement Multiple Award Service Contract (HE MASC) at Various Locations in Arizona, California, and Nevada.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
		TEL:	EMAIL:	
15B. CONTRACTOR/OFFEROR  _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED  19-Mar-2015

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

SUMMARY OF CHANGES AMENDMENT 7

The purpose of this amendment is to incorporate the following changes to Annex 2, Annex 18, Sections G, H, J, L, and M.

1. Revised Annex 2 – Management and Administration, Spec Item 2.9.1.2 as indicated. Changes are identified in bold font.
2. Delete Annex 18 – Environmental/Natural Resources in its entirety and replace with revised Annex 18 – Environmental/Natural Resources. Changes are identified in bold font.
3. Revise Section G – Contract Administration Data as indicated. Changes are identified in bold font.
4. Revise Section H – Special Contract Requirements, H1 Service Contract Act Wage Determinations have been updated.
5. Revise Section J – Table of Contents as indicated. Changes are identified in bold font.
6. Delete Section L – Instructions, Conditions and Notices to Bidders in its entirety and replace with Revised Section L - Instructions, Conditions and Notices to Bidders.
7. Delete Section M – Evaluation Factors for Award in its entirety and replace with Revised Section M Evaluation Factors for Award.
8. All terms and conditions not specifically addressed by this amendment remain unchanged.

SECTION A - SOLICITATION/CONTRACT FORM

The required response date/time 09-Apr-2015 10:00 AM has been added.

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been added by full text:

ANNEX 18 SPEC ITEM 4.0 REV

<b>1800000 – 4.0 Environmental/Natural Resources</b>				
<b>Spec Item</b>	<b>Title</b>	<b>Performance Objective</b>	<b>Related Information</b>	<b>Performance Standard</b>

<b>1800000 – 4.0 Environmental/Natural Resources</b>				
<b>Spec Item</b>	<b>Title</b>	<b>Performance Objective</b>	<b>Related Information</b>	<b>Performance Standard</b>
<b>4.0</b>	<b>Pre-Established Fixed Price Work</b>	The Contractor shall perform habitat enhancement services according to the Firm Fixed Price ELINS in Exhibit A - E. These services include reports, meetings, erosion control, grading, earth moving, contouring, and stabilization, native plantings and seeding, site maintenance, weed abatement, biomonitoring, signage, and fencing.	The Contractor shall conduct all work as specified in the Task Order. <b>For all field work, the Contractor shall inform the COR and SC if previously un-anticipated species or species locations (especially federally listed) are observed, or if unusual activity (i.e. off-road activity in an off-limits area) is observed during work on this Task Order. The Contractor shall notify the COR and SC within 24 hours of the observation via telephone, followed by email documentation of the incident within 48 hours. The email notification shall include the subject species name and description (or unusual activity description), date and time of observation, and location name within one meter level of GPS location accuracy.</b>	The Contractor performed all work as specified in the Task Order.

<b>1800000 – 4.0 Environmental/Natural Resources</b>				
<b>Spec Item</b>	<b>Title</b>	<b>Performance Objective</b>	<b>Related Information</b>	<b>Performance Standard</b>
4.1	Reports and Meetings	<p>The Contractor shall prepare Reports as specified in the Task Order (i.e., Accident Prevention Plan; Work Plan; Progress Report(s); and/or Draft/Final Report), to accomplish the Performance Objective detailed in the Task Order.</p> <p>The number of hard copy final reports shall be up to five.</p> <p>The Contractor shall prepare a Windows based CD-ROM that consolidates all deliverables (including final GIS data and final reports) in electronic format submitted under the Task Order. The number of CD copies shall be up to seven.</p> <p>Report submittal dates are specified in the Task Order.</p>	<p>Each report shall be printed on 8.5 x 11-inch paper with color graphics/figures and bound separately with the report title, date, Contract number/Task Order number and author clearly and permanently affixed to the spine.</p> <p>Maps - If the report contains maps, maps shall be presented as figures or attachments to the report. All maps shall be of reproducible quality and shall include a legend referencing the originating base map, scale, north arrow, definition of all symbols used, subject of map and the project name. If U.S. Geological Survey maps are utilized as base maps, the most current edition must be used.</p> <p>All data forms, electronic data (including GPS and GIS data) and databases, other electronic files (including text files), photographs, etc. generated as part of the Task Order shall be submitted with both the draft and final deliverables.</p>	<p>The report included all information specified in the Task Order.</p> <p>The final report was free of typos, grammatical errors, inappropriate “cut and paste” inserts, formatting inconsistencies, incorrectly labeled Tables and Figures, etc.</p> <p>Report provided proper citations for all documents referenced.</p> <p>Government-provided documents appropriately integrated into the report.</p> <p>Graphics were complete, professionally presented, and easily interpreted.</p> <p>Report incorporated other pertinent documents including, but not limited to, Biological Assessments, Biological Opinions, Federal Register Notices, USFWS Recovery Plans, NEPA documents, existing academic and technical literature.</p> <p>Submitted documents not meeting the minimum quality criteria listed above will be returned to the Contractor for correction.</p>
4.1.1	Accident Prevention Plan and Activity Hazard Analysis	Contractors must be familiar with and comply with the EM 385-1-1 ( <a href="http://publications.usace.army.mil/publications/engine-manuals/EM_385-1-1_languages/EM_385-1-1_English_2008/toc.html">http://publications.usace.army.mil/publications/engine-manuals/EM_385-1-1_languages/EM_385-1-1_English_2008/toc.html</a> ), including submitting a project-specific Safety	A Draft/Final Accident Prevention and Activity Hazard Analysis shall be completed for each project requiring field work. An approved APP/AHA must be approved before a Final Work Plan can be submitted unless	Accident Prevention Plan and Activity Hazard Analysis complied with the EM 385-1-1 ( <a href="http://publications.usace.army.mil/publications/engine-manuals/EM_385-1-1_languages/EM_385-1-1_English_2008/toc.html">http://publications.usace.army.mil/publications/engine-manuals/EM_385-1-1_English_2008/toc.html</a> ),

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		Plan, Accident Prevention Plan, and Activity Hazard Analysis.	otherwise specified in the Task Order.	
4.1.2	Draft/Final Work Plan	The Contractor shall prepare a Draft and Final Work Plan to accomplish the Performance Objective detailed in the Task Order. Plan submittal dates are specified in the Task Order.	<p>The Draft and the Final Work Plan shall include the following (as applicable to the project):</p> <p>(1) Objectives and Background</p> <p>(2) Proposed methodology to accomplish Task Order objective</p> <p>(3) Schedule with milestones and dates for completion of services and associated deliverables.</p> <p>(4) Methods for dealing with cut biomass remaining on site.</p> <p>(5) A consideration of threatened or endangered species and/or sensitive habitats which occur in the area to be treated.</p> <p>(6) List of key personnel with a description of roles for the task order and contact information.</p> <p>(7) (If applicable) Annotated Table of Contents for Draft / Final Report.</p> <p>(8) Copies of any required federal permits and/or pesticide application licenses.</p> <p><b>Work Plan shall contain a Pesticide Application Plan if pesticide is to be used as part of the Task Order.</b></p> <p>Draft Work Plan shall be delivered to the COR and/or SC no later than 30 days after the Kick-</p>	<p>The Draft and Final Work Plan included all information required under Task Order.</p> <p>The Final Work Plan was free of typos, grammatical errors, inappropriate “cut and paste” inserts, formatting inconsistencies, incorrectly labeled Tables and Figures, etc.</p> <p>Draft and Final Work Plan provided proper citations for all documents referenced.</p> <p>Government-provided documents were appropriately integrated into the Draft and Final Work Plan.</p> <p>Graphics were complete, professionally presented, and easily interpreted.</p> <p>Draft and Final Work Plan incorporated other pertinent documents including, but not limited to Biological Assessments, Biological Opinions, Federal Register Notices, USFWS Recovery Plans, NEPA documents, existing academic and technical literature.</p>

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			<p>off Meeting, or as otherwise specified in the Task Order.                      The Contractor shall submit revisions of the Draft Work Plan with comments incorporated no later than 21 days after receipt of comments, or as otherwise specified in the Task Order.                      The Contractor shall begin field work after Government approval of the Final Work Plan, as specified in the Task Order.</p>	

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4.1.3	Progress Reports	The Contractor shall prepare Progress Report(s) detailing incremental accomplishment of all Performance Objectives of the Task Order. The Contractor shall provide these Progress Reports to the COR in an interval, frequency, and date(s) (e.g. weekly, monthly, quarterly, etc.) as specified in the Task Order.	Progress Report(s) shall include the following: (1) Project Title (2) Contractor name, Contract/ Task Order # (3) Date of report (4) Work completed to date (include photographs and table showing dates of site visits or survey, personnel attending each visit, findings, etc.) (5) Difficulties/problems encountered and resolution (6) Work proposed for next reporting period (7) Approximate percentage of work completed Progress Report(s) shall be submitted to the COR/SC via e-mail no later than the date(s) specified in the Task Order.	The progress report included all information required under Task Order.  The progress reports were free of typos, grammatical errors, inappropriate “cut and paste” inserts, formatting inconsistencies, incorrectly labeled Tables and Figures, etc.

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4.1.4	Draft/Final Report	<p>The Contractor shall prepare a Draft/Final Report as specified in the Task Order. <b>This ELIN may be used to purchase a Restoration Plan or an As-Built report, Final Project report, or other similar-sized written deliverable.</b></p> <p><b><u>Draft Report</u></b> Each line of text on each page of the Draft Report shall be numbered sequentially in the left-hand margin, and each page shall be numbered. <b>The Draft Report is due as specified in the Task Order.</b> If applicable, the Contractor shall, in tabular format, list all Government comments received on the Draft Report and specify, for each comment, from whom the comment was received, the page and line reference in the Draft Report for the comment and provide a short response detailing how each comment was addressed in the Final Report as well as provide the page number in Final Report on which the revision can be found.</p> <p><b><u>Final Report</u></b> The Final Report shall be submitted to the COR within 21 days after receipt of Government comments on the Draft Report or as otherwise specified in the Task Order. <b>Final Report shall be submitted with all databases, GIS files,</b></p>	<p>Unless otherwise specified in the Task Order, the Draft/Final Report shall conform to the following outline:</p> <ol style="list-style-type: none"> <li>1) Introduction - location of project and project description.</li> <li>2) Methods - detail exactly how the project was accomplished (both mechanical and chemical exotic plant species abatement and all other aspects of the project). This shall include type and quantity of herbicide and time of application.</li> <li>3) Results - maps and figures as appropriate relating to the effectiveness of exotic plant control. The Contractor shall at a minimum annotate the site map provided in the Task Order, or provided later by the COR, to indicate density and location of target plants. Quantitative or qualitative estimates of success/failure of control methods shall be provided in this section. Recovery of native and/or riparian vegetation will be addressed. This section shall include color photographs documenting progress.</li> <li>4) Discussion of Results - evaluation of the success of the treatment prescribed in the Task Order. Problems encountered during the Task Order performance period and suggestions for how to avoid those problems in the future</li> </ol>	<p>The Draft/Final Report adhered to the outline provided. <b>The Draft/Final Report presented information as specified in the Task Order.</b> Text lines were numbered in the Draft Report. The Draft/Final Report included applicable tables, figures, appendices, etc. Conclusions in the Draft/Final Report were substantiated with available data and the relevant scientific literature, planning and regulatory documents (not all of which will necessarily have been provided by the COR). All Government comments on the Draft Report were incorporated into the next document iteration, and an explanation of how each comment was specifically addressed in comment/response-to-comments matrix; otherwise the deliverable will be rejected.</p>

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		<b>photographs, etc. as required under Task Order.</b>	shall be enumerated. This section shall also address potential climatic influences on the results. 5) Appendices - Shall include photographs documenting each aspect of the work. Shall also include copies of any pesticide use reports prepared during the execution of the project. If applicable, both Draft and Final Reports shall incorporate all “Specific Data Collection Requirements”, “Specific Graphics Requirements” and “Specific Requirements for Additional Deliverables” specified under each Spec Item.	
4.1.5	Additional Draft/Final Report Copies	The Contractor shall prepare additional reports as specified in the Task Order.	All additional reports will abide by the general requirements for reports as defined above.	Reports were delivered according to the terms set in the PWS.
4.1.6	Meeting(s)	The Contractor shall attend meetings (i.e. kick-off or site visit) as specified in the Task Order to assist in supporting Government interests. Meetings include site visits, kick-off meeting, and other in-person meetings.	1) Qualifications: The Contractor shall provide personnel qualified to attend the meeting. The Project Manager shall be physically present at all meetings. 2) Methods and References: Meetings do not include telephone conversations,	The Project Manager was present in person at the meeting. The Contractor arrived at the meeting on time. The Contractor was prepared for the meeting with an agenda and presentation or plan for focused discussion. “Meeting Minutes” reflected critical points from the meeting discussion and/or

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			<p>regular communication and coordination with the Government.</p> <p>3) Additional Data Collection, Graphics, and Deliverables Requirements: The following shall be collected or created and submitted to the COR/SC as required by the Task Order:</p> <ul style="list-style-type: none"> <li>• The Contractor shall provide “Meeting Minutes” to the COR via e-mail within five (5) days after the meeting.</li>   <li>• Content of meeting minutes shall include, but not limited to: list of attendees with contact information, topics &amp; issues discussed, problems &amp; solutions identified, “Task List” generated at the meeting with designation of responsible person for each task listed, and due dates.</li>   <li>• The Contractor shall incorporate any Government comments received on the “Meeting Minutes”.</li>   <li>• Revised “Meeting Minutes” shall be submitted via e-mail within five (5) days of receipt of</li> </ul>	<p>conditions at the project site. Government comments were incorporated into the revised “Meeting Minutes”.</p> <p>Contractor’s representative(s) present at meeting had requisite qualifications to address subject matter discussed.</p> <p>Contractor prepared information for the meeting to summarize and present findings and address Government questions and comments in an efficient, organized fashion.</p>

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			Government comments.	
4.2	Erosion Control	<p>Installation of erosion control material to provide site stabilization and one year of site maintenance after completion.</p> <p>Measurable site stabilization data will be a requirement of the task order.</p>	<p>Price shall include adequate labor, material, and one year of maintenance to minimize soil erosion on the treatment site and prevent excessive soil loss, development of gullies or rills, or otherwise degrade the site and inhibit establishment of vegetation on the site, for one year following installation.</p> <p>Erosion control methods and materials shall be determined by the individual site but general erosion control measures shall include the delivery and installation of: (a) erosion control fabric (jute netting, coir netting, or geotextile fabric); (b) wattles (rice straw or coir fiber); or (c) check dams (straw bale or straw flake). The Contractor shall maintain or replace any failed installed erosion control features during the one year maintenance period.</p> <p>Additional requirements may be specified in the Task Order, such as avoidance of sensitive resources and soil type matching</p> <p>All materials used on site shall be government-certified weed-free. Any synthetic, non-natural material used must be approved by the NTR</p>	<p>All materials used on site were government-certified weed-free. Any synthetic, non-natural material used was approved by the NTR and/or SC before installation.</p> <p>Site soil movement was within the limit set in the Task Order.</p>

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			and/or SC before installation. More than one ELIN can be purchased for a particular project to adequately characterize its size and complexity. For example, a 1.1 acre site that includes a 0.1 acre 37% slope area can be restored using a combination of 1 Large <b>Erosion Control</b> project, 1 Small <b>Erosion Control</b> project, and 1 <b>High Steepness Add-on (Small Project)</b> .	
4.2.1	Small Erosion Control Project	Material, installation, and 1 year maintenance of 0.1 acre of erosion control on a surface with no more than a 7% slope and with soil constituted of no more than 10% rock or boulders	Erosion control methods and materials shall be included in the Task Order and/or work plan.	Erosion control measures met the requirements of the Task Order and/or work plan.
4.2.1.1	Moderate Steepness <b>Add-on</b> (Small Project)	Additional material, installation, and 1 year maintenance requirements for 0.1 acre of erosion control when surface contains a slope greater than 7% but less than 30%.	Erosion control methods and materials shall be included in the Task Order and/or work plan. This ELIN is to be purchased as an additional cost for Spec Item 4.2.1 when the slope ranges between 7% and 30%.	Erosion control measures met the requirements of the Task Order and/or work plan.
4.2.1.2	High Steepness <b>Add-on</b> (Small Project)	Additional material, installation, and maintenance requirements for 0.1 acre of erosion control when surface contains a slope greater than 30%.	Erosion control methods and materials shall be included in the Task Order and/or work plan. This ELIN is to be purchased as an additional cost for Spec Item 4.2.1 when the slope is greater than 30%	Erosion control measures met the requirements of the Task Order and/or work plan.
4.2.1.3	Rocky Soil <b>Add-on</b> (Small Project)	Additional material, installation, and maintenance requirements for 0.1 acre of erosion control when erosion control requires movement and working of soil with rock/boulder content of	Erosion control methods and materials shall be included in the Task Order and/or work plan. This ELIN is to be purchased as an additional cost for Spec Item 4.2.1 when the	Erosion control measures met the requirements of the Task Order and/or work plan.

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		greater than 10%.	rock/boulder content is greater than 10%.	
4.2.2	Large Erosion Control Project	Material, installation, and maintenance of 1.0 acre of erosion control on a surface with no more than a 7% slope and with soil constituted of no more than 10% rock or boulders	Erosion control methods and materials shall be included in the Task Order and/or work plan.	Erosion control measures met the requirements of the Task Order and/or work plan.
4.2.2.1	Moderate Steepness Add-on (Large Project)	Additional material, installation, and maintenance requirements for 1.0 acre of erosion control when surface contains a slope greater than 7% but less than 30%.	Erosion control methods and materials shall be included in the Task Order and/or work plan. This ELIN is to be purchased as an additional cost for Spec Item 4.2.2 when the slope ranges between 7% and 30%.	Erosion control measures met the requirements of the Task Order and/or work plan.
4.2.2.2	High Steepness Add-on (Large Project)	Additional material, installation, and maintenance requirements for 1.0 acre of erosion control when surface contains a slope greater than 30%.	Erosion control methods and materials shall be included in the Task Order and/or work plan. This ELIN is to be purchased as an additional cost for Spec Item 4.2.2 when the slope is greater than 30%	Erosion control measures met the requirements of the Task Order and/or work plan.
4.2.2.3	Rocky Soil Add-on (Large Project)	Additional material, installation, and maintenance requirements for 1.0 acre of erosion control when erosion control requires movement and working of soil with rock/boulder content of greater than 10%.	Erosion control methods and materials shall be included in the Task Order and/or work plan. This ELIN is to be purchased as an additional cost for Spec Item 4.2.2 when the rock/boulder content is greater than 10%.	Erosion control measures met the requirements of the Task Order and/or work plan.
4.2.3	Rock Gabion / Gabion Mattress	Procurement and Installation of Gabion and/or Gabion Mattress as specified in the TO. Price is per cubic foot. Minimum order is 6 cubic feet.	Gabions are dams developed from rocks that are held together by a mesh basket. Gabions are placed perpendicular to the streambed to prevent further erosion in heavy flow areas and/or keyed into the sides of the gully approximately	Gabion installation met the requirements of the Task Order and/or work plan.

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			<p>18 inches on each side to prevent water from flowing around the dam and approximately 4 inches into the bottom of the gully.</p> <p>Gabions are made of galvanized steel and will be ordered in units 3 feet wide by 3 feet long and either 6 feet, 9 feet, or 12 feet high.</p> <p>Gabion mattresses are placed parallel to the streambed and are used to stabilize the stream and reduce erosion of the stream channel.</p> <p>Gabion mattresses are developed from rocks that are held together by wire mesh baskets. Gabion mattresses are made of galvanized steel and will be ordered in units of 12 feet x 6 feet x 6 inches, 9 feet x 6 feet x 6 inches or 12 feet x 6 feet x 9 inches, 9 feet x 6 feet x 9 inches.</p>	
4.2.4	Rock/Jute Check Dam	<b>Procurement and Installation of Rock/Jute Check Dam as specified in the TO. Price is per Linear Foot. <b>Minimum order is 24 LF.</b></b>	Rock and jute dams shall be ordered where rock materials are available within 300 feet of where the dam will be placed. These dams shall be approximately 2 feet wide and 1 foot high and built on the surface of the soil. They shall be keyed into the sides of the gully approximately 18 inches on each side.	Rock/Jute Check Dam installation met the requirements of the Task Order and/or work plan.
4.2.5	Straw Wattle	Procurement and Installation of Straw Wattle as specified in the TO. Price is per 25-foot	Wattles shall be constructed of rice straw or coir fiber to prevent introduction of non-	Straw Wattle installation met the requirements of the Task Order and/or work plan.

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		wattle and installation. <b>Minimum order is 4 wattles.</b>	native species. Wattles shall be installed using wooden stakes to prevent introduction of metals to revegetation/erosion control sites. Wattles are to be 25 feet long and shall be placed perpendicular to the terrain's slope to slow and divert runoff.	
4.2.6	Straw Bale Check Dam	Procurement and Installation of Straw Bale Check Dam as specified in the TO. Price is per bale. <b>Minimum order is 6 bales.</b>	Straw bale check dams shall be keyed into the sides of the gully approximately 18 inches on each side to prevent water from flowing around the dam and approximately 4 inches into the bottom of the gully.	Straw Bale Check Dam installation met the requirements of the Task Order and/or work plan.
4.2.7	Procure and Install Straw Flake Check Dam	Procurement and Installation of Straw Flake Check Dam as specified in the TO. Price is per Linear Foot. <b>Minimum order is 12 Linear Feet.</b>	Straw flake dams will be ordered when needed in sandy areas only. The straw flakes shall be embedded approximately 6 inches deep in the soil with the remainder exposed above ground.	Straw Flake Check Dam installation met the requirements of the Task Order and/or work plan.
4.2.8	Procure and Install K-rails	Transportation and installation of K-rails will be specified in the Task Order. <b>Minimum order is 6 K-rails.</b>	Temporary Railing (Type K), also known as K-rail, is a concrete barrier rail that can be used for earth retention. K-rails stand 3-feet tall, and consist of 20-ft long sections with pin and loop connections, each weighing approximately 3630kg.	K-rail installation met the requirements of the Task Order and/or work plan.
<b>4.3</b>	Earth Moving	Contractor shall move ground material for the purpose of digging, filling, topsoil salvage, construction of berms, basins, catchments, mounds, diversion	The Contractor shall mobilize and transport heavy construction equipment (i.e. backhoe; skip loader; bulldozer; or other tracked vehicle) in	Earth moving measures met the requirements of the Task Order and/or work plan.

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		ditches, rolling ditches, vernal pools or grading for trails and roads.	support of the Task Order work required.	
4.3.1	Small Earth Moving Project	Moving up to 5 CY of material for the purpose of digging, filling, topsoil salvage, construction of berms, basins, catchments, mounds, diversion ditches, rolling ditches, or vernal pools.	Includes mobilization and transport of heavy construction equipment (i.e. backhoe; skip loader; bulldozer; or other tracked vehicle) within the area covered by this Task Order.	Earth moving measures met the requirements of the Task Order and/or work plan.
4.3.2	Large Earth Moving Project	Moving up to 100 CY of material for the purpose of digging, filling, topsoil salvage, construction of berms, basins, culverts, catchments, mounds, diversion ditches, rolling ditches, or vernal pools. Also includes grading for trails and roads. <b>Includes up to 8 hours of site surveying.</b>	Includes mobilization and transport of heavy construction equipment (i.e. backhoe; skip loader; bulldozer; or other tracked vehicle) within the area covered by this Task Order.	Earth moving measures met the requirements of the Task Order and/or work plan.
4.3.3	Soil Transport	Transportation costs of one truck load up to 5 CY of topsoil to and from salvage, stockpile, and/or project site, <b>as specified</b> in the Task Order.	The contractor shall utilize a small dump truck (average capacity of 5 CY) to move soil or earthen material to/from the project site as applicable to the Task Order for the purpose of stockpiling, disposing, or filling. The distance covered under this Spec Item is up to 20 miles. If distance required is over 20 miles, multiple amounts of this line item should be ordered to account for the inclusive distance needed to accomplish the Task Order.	Soil successfully transported to designated location(s) per the specifications of the Task Order
<b>4.4</b>	Native Container Planting	Site preparation, installation of native	Types of plant species/varieties will be	90% of the installed plants are viable after one year for all

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		<p>container plant species, and irrigation and weed control maintenance for a period of one year.</p>	<p>specified in the Task Order and/or work plan, and will consist of plants that match the vegetation community where work is to be accomplished, (riparian, desert, coastal sage scrub, and chaparral). Plant strains shall be indigenous to the county in which the planting is to occur, or as otherwise stipulated in the TO. The Contractor shall provide provenance documentation for all planting stock.</p> <p>Planting projects are either Small or Large, and are defined by the habitat.</p> <p>Irrigation to be purchased separately.</p> <p>An additional ELIN can be purchased for additional weed abatement effort, when the planting site is composed of &gt;50% invasive weeds or annual grasses, or &gt;15% of the project has to be weeded by hand to avoid sensitive resources, or weeding is required at an interval less than 1 month during the growing season. If Pesticides are to be used, a Pesticide Application Plan shall be included as part of the Work Plan.</p> <p><b>Any required replacement plantings shall be installed within 1 month of plant mortality.</b></p>	<p>projects. <b>Any required replacement plantings were installed within 1 month of plant mortality.</b></p> <p>Plants were not infested with ants, snails/slugs, or other invertebrate pests upon planting.</p> <p>No new weeds were introduced to the site after 1 year.</p> <p>Weed cover is less than 20% of the site, or as otherwise specified in the Task Order.</p> <p>All plants of high target weed species (Tier 1 list) are removed by end of the 1-year maintenance period, and these species were not allowed to go to seed during the 1-year maintenance period (unless otherwise specified by the Task Order). If the 90% success criteria are not met, the Contractor shall provide additional plantings and/or weed control to meet success criteria.</p>

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<b>Spec Item</b>	<b>Title</b>	<b>Performance Objective</b>	<b>Related Information</b>	<b>Performance Standard</b>
4.4.1	Small Grassland Planting Project	100 Grassland plants to be provided, planted, and maintained for one year.	Breakdown of actual species to be planted and number of each species to be included will be identified in the Task Order and/or work plan. The contractor will provide replacement plants, <b>within a month of plant mortality</b> , as necessary so that the site successfully achieves 90% survivorship after 1 year.	90% plant survivorship was achieved after 1 year.
4.4.2	Large Grassland Planting Project	500 Grassland plants to be provided, planted, and maintained for one year.	Breakdown of actual species to be planted and number of each species to be included will be identified in the Task Order and/or work plan. The contractor will provide replacement plants as necessary so that the site successfully achieves 90% survivorship after 1 year.	90% plant survivorship was achieved after 1 year.
4.4.3	Small Coastal Sage Scrub Planting Project	100 Coastal Sage Scrub plants to be provided, planted, and maintained for one year.	Breakdown of actual species to be planted and number of each species to be included will be identified in the Task Order and/or work plan. The contractor will provide replacement plants as necessary so that the site successfully achieves 90% survivorship after 1 year.	90% plant survivorship was achieved after 1 year
4.4.4	Large Coastal Sage Scrub Planting Project	500 Coastal Sage Scrub plants to be provided, planted, and maintained for one year.	Breakdown of actual species to be planted and number of each species to be included will be identified in the Task Order and/or work plan. The contractor will provide replacement plants as necessary so	90% plant survivorship was achieved after 1 year

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			that the site successfully achieves 90% survivorship after 1 year.	
4.4.5	Small Chaparral Planting Project	100 Chaparral plants to be provided, planted, and maintained for one year.	Breakdown of actual species to be planted and number of each species to be included will be identified in the Task Order and/or work plan. The contractor will provide replacement plants as necessary so that the site successfully achieves 90% survivorship after 1 year.	90% plant survivorship was achieved after 1 year
4.4.6	Large Chaparral Planting Project	500 Chaparral plants to be provided, planted, and maintained for one year.	Breakdown of actual species to be planted and number of each species to be included will be identified in the Task Order and/or work plan. The contractor will provide replacement plants as necessary so that the site successfully achieves 90% survivorship after 1 year.	90% plant survivorship was achieved after 1 year
4.4.7	Small Montane Planting Project	100 Montane plants to be provided, planted, and maintained for one year.	Breakdown of actual species to be planted and number of each species to be included will be identified in the Task Order and/or work plan. The contractor will provide replacement plants as necessary so that the site successfully achieves 90% survivorship after 1 year.	90% plant survivorship was achieved after 1 year
4.4.8	Large Montane Planting Project	500 Montane plants to be provided, planted, and maintained for one year.	Breakdown of actual species to be planted and number of each species to be included will be identified in the Task Order and/or work plan.	90% plant survivorship was achieved after 1 year

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			The contractor will provide replacement plants as necessary so that the site successfully achieves 90% survivorship after 1 year.	
4.4.9	Small Desert Planting Project	100 Desert plants to be provided, planted, and maintained for one year.	Breakdown of actual species to be planted and number of each species to be included will be identified in the Task Order and/or work plan. The contractor will provide replacement plants as necessary so that the site successfully achieves 90% survivorship after 1 year.	90% plant survivorship was achieved after 1 year
4.4.10	Large Desert Planting Project	500 Desert plants to be provided, planted, and maintained for one year.	Breakdown of actual species to be planted and number of each species to be included will be identified in the Task Order and/or work plan. The contractor will provide replacement plants as necessary so that the site successfully achieves 90% survivorship after 1 year.	90% plant survivorship was achieved after 1 year
4.4.11	Small Beach/Dune Planting Project	100 Beach/Dune plants to be provided, planted, and maintained for one year.	Breakdown of actual species to be planted and number of each species to be included will be identified in the Task Order and/or work plan. The contractor will provide replacement plants as necessary so that the site successfully achieves 90% survivorship after 1 year.	90% plant survivorship was achieved after 1 year
4.4.12	Large Beach/Dune Planting Project	500 Beach/Dune plants to be provided, planted, and maintained for one year.	Breakdown of actual species to be planted and number of each species to be included will be identified in the Task	90% plant survivorship was achieved after 1 year

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			Order and/or work plan. The contractor will provide replacement plants as necessary so that the site successfully achieves 90% survivorship after 1 year.	
4.4.13	Small Riparian Planting Project	100 Riparian (non-desert) plants to be provided, planted, and maintained for one year.	Breakdown of actual species to be planted and number of each species to be included will be identified in the Task Order and/or work plan. The contractor will provide replacement plants as necessary so that the site successfully achieves 90% survivorship after 1 year.	90% plant survivorship was achieved after 1 year
4.4.14	Large Riparian Planting Project	500 Riparian (non-desert) plants to be provided, planted, and maintained for one year.	Breakdown of actual species to be planted and number of each species to be included will be identified in the Task Order and/or work plan. The contractor will provide replacement plants as necessary so that the site successfully achieves 90% survivorship after 1 year.	90% plant survivorship was achieved after 1 year
4.4.15	Small Vernal Pool Planting Project	10 Vernal Pool plants to be provided, planted, and maintained for one year.	Breakdown of actual species to be planted and number of each species to be included will be identified in the Task Order and/or work plan. The contractor will provide replacement plants as necessary so that the site successfully achieves 90% survivorship after 1 year.	90% plant survivorship was achieved after 1 year
4.4.16	Large Vernal Pool Planting Project	50 Vernal Pool plants to be provided, planted, and maintained for one year.	Breakdown of actual species to be planted and number of each species to be included will be	90% plant survivorship was achieved after 1 year

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			identified in the Task Order and/or work plan. The contractor will provide replacement plants as necessary so that the site successfully achieves 90% survivorship after 1 year.	
4.4.17	Small Planting Irrigation	Provide irrigation for up to 100 plants for 1 year.	Assumes appropriate irrigation water source is available within 100m of project site. ELIN can be purchased along with Spec Item 4.5.25 for use of watering truck if a water source is not available within 100m.	Irrigation installed according to Task Order/Work Plan requirements, and system works successfully for 1 year.
4.4.18	Large Planting Irrigation	Provide irrigation for up to 500 plants for 1 year.	Assumes appropriate irrigation water source is available within 100m of project site. ELIN can be purchased along with Spec Item 4.5.25 for use of watering truck if a water source is not available within 100m.	Irrigation installed according to Task Order/Work Plan requirements, and system works successfully for 1 year.
4.4.19	Small Plant Propagation	Propagate up to 20 plants of source plants as identified in the Task Order. Includes germination of seeds or the propagation of cuttings in a medium free of weeds and pests. Plants shall be at least 6 months old when shipped. Plants can include woody species, grasses, and forbs, as specified in the Task Order.	Proper hardening-off of container plantings is important to survival in the field. Hardening-off involves making sure that nursery-grown plants are exposed to full sun conditions for at least a month prior to shipment to a restoration site. Proper nursery growing of plants for revegetation should include a slight decrease in irrigation applications just prior to shipment, since field watering is usually less frequent than in the nursery.	Plants have no weeds or invertebrate pests associated with the propagule or planting medium. Plant survivorship is at least 90% after hardening-off in the field. (Contractor may choose to propagate additional plants to achieve the survivorship threshold). If the criteria are not met, the Contractor shall propagate additional plants to meet the criteria at no additional cost to the Government.
4.4.20	Large Plant Propagation	Propagate up to 100 plants of source plants as	Proper hardening-off of container plantings is	Plants have no weeds or invertebrate pests associated

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		identified in the Task Order. Includes germination of seeds or the propagation of cuttings in a medium free of weeds and pests. Plants shall be at least 6 months old when shipped. Plants can include woody species, grasses, and forbs, as specified in the Task Order.	important to survival in the field. Hardening-off involves making sure that nursery-grown plants are exposed to full sun conditions for at least a month prior to shipment to a restoration site. Proper nursery growing of plants for revegetation should include a slight decrease in irrigation applications just prior to shipment, since field watering is usually less frequent than in the nursery.	with the propagule or planting medium. Plant survivorship is at least 90% after hardening-off in the field. (Contractor may choose to propagate additional plants to achieve the survivorship threshold). If the criteria are not met, the Contractor shall propagate additional plants to meet the criteria at no additional cost to the Government.
<b>4.4.21</b>	Additional Cost for Heavy Weeding of Small Planting Project(s) in Spec Item 4.4, Native Container Planting	Provide additional weed abatement within a procured Small Planting site.	This ELIN is to be purchased when the planting site is composed of >50% invasive weeds or annual grasses, or >15% of the project has to be weeded by hand to avoid sensitive resources, or weeding is required at an interval less than 1 month during the growing season.	No live highly-invasive weeds or target weeds as specified in the Task Order or Work Plan. <10% weed cover after 1 year.
<b>4.4.22</b>	Additional Cost for Heavy Weeding of Large Planting Project(s) in Spec Item 4.4, Native Container Planting	Provide additional weed abatement within a procured Large Planting site	This ELIN is to be purchased when the planting site is composed of >50% invasive weeds or annual grasses, or >15% of the project has to be weeded by hand to avoid sensitive resources, or weeding is required at an interval less than 1 month during the growing season.	No live highly-invasive weeds or target weeds as specified in the Task Order or Work Plan. <10% weed cover after 1 year.
4.4.23	Small Plant Salvage	Salvage of up to 20 native forbs/bulbs/grasses, or 5 shrubs (3-15 ft. in height), or 1 tree (greater than 15 ft. in height) will be required as specified in the Task Order.	Native plant salvage shall be performed to ensure that the plant material is relatively undisturbed.	A minimum of 60% of the salvaged plants shall survive 3 months after planting. If the criterion is not met, the Contractor shall replant to meet the criterion at no additional cost to the

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		The Contractor shall be responsible for the salvage of the plants and 3-month maintenance of the plants until the plants can be reintroduced onto a site.		Government and the Contractor shall extend the monitoring and maintenance period for a minimum of 3 months at no additional cost to the Government, with the requirement that 60% of the original number specified in the task order be alive at the end of the six-month period.
4.4.24	Large Plant Salvage	Salvage of up to 100 native forbs/bulbs/grasses, or 25 shrubs (3-15 ft. in height), or 5 trees (greater than 15 ft. in height) will be required as specified in the Task Order. The Contractor shall be responsible for the salvage of the plants and 3-month maintenance of the plants until the plants can be reintroduced onto a site.	Native plant salvage shall be performed to ensure that the plant material is relatively undisturbed.	A minimum of 60% of the salvaged plants shall survive 3 months after planting. If the criterion is not met, the Contractor shall replant to meet the criterion at no additional cost to the Government and the Contractor shall extend the monitoring and maintenance period for a minimum of 3 months at no additional cost to the Government, with the requirement that 60% of the original number specified in the task order be alive at the end of the six-month period.
4.4.25	Water Truck Mobilization	Water truck mobilization shall occur in conjunction with planting, hydroseeding, and/or site maintenance to irrigate sites distant from a hydrant or other approved water source. Water application shall be conducted in accordance with the Task Order and/or work plan.	The price shall be based on a per day basis. The minimum order will be one day.	The water truck mobilization and application met the requirements of the Task Order and/or work plan.
4.5	Hydroseed	Material and application of mulch, tackifier, seed, <b>and</b> dyes.	Seed purchase shall be included as part of this Spec Item, unless otherwise specified by the Task Order.  Hydroseed methods, materials, and the appropriate seasonal timing of application shall be included in the	Hydromulch shall cover at least 80% of surface area at 1 year. Seedlings shall cover at least 60% of the surface area at 1 year. Seeds shall be from a site-appropriate seed palate and will be approved on a Task Order basis.

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			<p>Task Order and/or work plan.</p> <p>Project maintenance after 1 year can be purchased using the “Site Maintenance ELIN Section 4.6” provided in this contract.</p>	
<b>4.5.1</b>	Small Hydroseed	Material and application of mulch, tackifier, seed, <b>and</b> dyes for a 0.5 acre project site.	<p>Seed purchase shall be included as part of this Spec Item, unless otherwise specified by the Task Order. Hydroseed methods, materials, and the appropriate seasonal timing of application shall be included in the Task Order and/or work plan.</p> <p>Project maintenance after 1 year can be purchased using the “Site Maintenance ELIN Section 4.6” provided in this contract.</p>	Hydromulch shall cover at least 80% of surface area at 1 year. Seedlings shall cover at least 60% of the surface area at 1 year. Seeds shall be from a site-appropriate seed palate and will be approved on a Task Order basis.
<b>4.5.2</b>	Large Hydroseed	Material and application of mulch, tackifier, <b>and</b> dyes for a 5 acre project site.	<p>Seed purchase shall be included as part of this Spec Item, unless otherwise specified by the Task Order.</p> <p>Hydroseed methods, materials, and the appropriate seasonal timing of application shall be included in the Task Order and/or work plan.</p> <p>Project maintenance after 1 year can be purchased using the “Site Maintenance ELIN Section 4.6” provided in this contract.</p>	Hydromulch shall cover at least 80% of surface area at 1 year. Seedlings shall cover at least 60% of the surface area at 1 year. Seeds shall be from a site-appropriate seed palate and will be approved on a Task Order basis.

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4.5.3	Seed Collection, Storage and/or Sowing	<p>40 person-hours of on-site labor to collect, store, and sow seeds.</p> <p>A collection record shall be attached to each sample giving the species, collection date, collection site and name of person collecting.</p> <p>Seed collection- involves fieldwork collecting seed, cataloging, and storage of seeds for up to one year.</p> <p>Seeds stored shall be labeled with the appropriate collection record and be in a climate controlled facility.</p> <p>Specific storage techniques, particular constraints, etc., shall be specified in the Task Order.</p> <p>Sowing may include broadcast, raking, and/or imprinting, and any requirements or constraints shall be specified in the task order.</p>	<p>On-site seed collection shall be performed by the biologist and/or experienced seed collector(s) in areas that are ecologically similar to the proposed restoration sites (as specified in the Task Order and/or work plan) and at the time period during which the seed is fully mature. Seed shall be stored in such a way as to maximize their long-term viability, such as in a climate controlled area between 50 and 60 degrees Fahrenheit.</p> <p>Species to be collected shall be specified in the Task Order. Amounts of each species to be collected in terms of pure live seed (PLS) shall also be specified.</p>	<p>Work plan and seed collected met the species requirements of the Task Order.</p> <p>Collected seed quantities met those established in the Task Order and/or work plan.</p> <p>Seed was collected at the appropriate time of year.</p> <p>Seed collection information (i.e. origin/specific location information, date collected, quantity collected, etc.) and an associated seed collection information label remained physically stored with the seeds.</p> <p>Collected seed was maintained with established germination criteria after one year.</p> <p>Seedlings covered at least of 10% the surface area at 1 year.</p>
<b>4.6</b>	Site Maintenance	The contractor shall maintain erosion and/or planting project areas following habitat enhancement efforts, to prevent erosion, replace plantings, re-hydroseed, maintain, add irrigation, and/or control non-native species.	<b>Site maintenance criteria include planting survivorship of 90% (or as otherwise stated in the Task Order) and weed cover of less than 20% (or as otherwise stated in the Task Order)</b>	<b>Planting survivorship achieved 90% (or the threshold identified in the Task Order) and weed cover was less than 20% (or as otherwise stated in the Task Order).</b>
4.6.1	Site Maintenance Small, Simple Project	One additional year of site maintenance of erosion and planting project areas following habitat enhancement efforts, to prevent erosion, replace	Installation of erosion control devices such as straw wattles, jute netting etc., and/or establishment of native species on the project	The Contractor implemented site stabilization in accordance with the Task Order and/or work plan.  Appropriate erosion control

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		<p>plantings, re-hydroseed, maintain irrigation, and control non-native species. Small Simple Project covers 0.1 acres. A project is defined as Simple if less than 0.025 acres of the site requires hand weeding or is situated on highly erodible slopes of &gt;30% steepness, or if no more than 6 maintenance visits are required.</p> <p>Site stabilization techniques, relevant species lists for planting, and specific erosion control devices shall be as indicated in the Task Order.</p>	<p>site. These site stabilization measures shall be maintained for a period of one year after installation.</p>	<p>devices and/or native plant species were utilized.</p>
4.6.2	Site Maintenance Small, Difficult Project	<p>One additional year of maintenance of erosion and/or planting project areas following habitat enhancement efforts, to prevent erosion, replace plantings, re-hydroseed, maintain irrigation, and control non-native species. Small Difficult Project covers 0.1 acres. A project is classified as Difficult if greater or equal to 0.025 acres of the site requires hand weeding or is situated on highly erodible slopes of &gt;30%, or if more than 6 maintenance visits are required.</p> <p>Site stabilization techniques, relevant species lists for planting, and specific erosion control devices shall be as indicated in the Task Order.</p>	<p>Installation of erosion control devices such as straw wattles, jute netting etc., and/or establishment of native species on the project site. These site stabilization measures shall be maintained for a period of one year after installation.</p>	<p>The Contractor implemented site stabilization in accordance with the Task Order and/or work plan.</p> <p>Appropriate erosion control devices and/or native plant species were utilized.</p>
4.6.3	Site	One additional year of	Installation of erosion	The Contractor implemented

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	Maintenance Large, Simple Project	<p>maintenance of erosion and/or planting project areas following habitat enhancement efforts, to prevent erosion, replace plantings, re-hydroseed, maintain or add irrigation, and/or control non-native species. Large Simple Project covers 1.0 acres. A project is classified as Simple if less than 0.25 acres of the site requires hand weeding or is situated on highly erodible slopes of &gt;30% steepness, and/or if no more than 6 maintenance visits are required.</p> <p>Site stabilization techniques, relevant species lists for planting, and specific erosion control devices shall be as indicated in the Task Order.</p>	<p>control devices such as straw wattles, jute netting etc., and/or establishment of native species on the project site.</p> <p>These site stabilization measures shall be maintained for a period of one year after installation.</p>	<p>site stabilization in accordance with the Task Order and/or work plan.</p> <p>Appropriate erosion control devices and/or native plant species were utilized.</p>
4.6.4	Site Maintenance Large, Difficult Project	<p>One additional year of maintenance of erosion and/or planting project areas following habitat enhancement efforts, to prevent erosion, replace plantings, re-hydroseed, maintain irrigation and control non-native species. A Large, Difficult Project covers 1.0 acres. A project is classified as Difficult if greater or equal to 0.25 acres of the site requires hand weeding or is situated on highly erodible slopes of &gt;30%, or if more than 6 maintenance visits are required.</p> <p>Site stabilization techniques, relevant species lists for planting,</p>	<p>Installation of erosion control devices such as straw wattles, jute netting etc., and/or establishment of native species on the project site.</p> <p>These site stabilization measures shall be maintained for a period of one year after installation.</p>	<p>The Contractor implemented site stabilization in accordance with the Task Order and/or work plan.</p> <p>Appropriate erosion control devices and/or native plant species were utilized.</p>

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		and specific erosion control devices shall be as indicated in the Task Order.		
<b>4.7</b>	Biological Monitoring and Surveys	<p>Monitoring of the work by a qualified biologist.</p> <p>If specified in the Task Order and/or relevant for the species being monitored, the biologist shall possess the relevant 10(a) (1) (A) permit for federally listed species.</p> <p>The biologist shall submit a short narrative incident report and a map showing the location if any adverse effects or other problems are found, in accordance with the applicable regulations and installation procedures.</p> <p>The Contractor shall submit an I Project Summary Biomonitoring Report.</p> <p>Due to regulatory agency requirements, Contractors are often required to communicate with regulatory agencies directly with regard to sensitive species authorizations and permits. The Contractor is an agent of the Government when conducting work or communication pertaining to this Task Order. Therefore, the Contractor shall ensure that the COR and SC have reviewed all correspondence and reporting relating to work under this Task Order prior</p>	<p>The qualified biologist must be familiar with the habitats and species which must be protected during the project. These habitats and species will be specified in the Task Order and/or work plan.</p> <p>The Contractor shall provide copies of resumes and permits to the <b>COR</b> and/or SC at the kick-off meeting or upon request.</p> <p>The biologist shall map the progress of the spraying each day on the site map and document all aspects with color photos.</p> <p>The Contractor shall inform the COR and SC if previously un-anticipated species or species locations (especially federally listed) are observed, or if unusual activity (i.e. off-road activity in an off-limits area) is observed during work on this Task Order.</p> <p>The Contractor shall notify the COR and SC within 24 hours of the observation via telephone, followed by email documentation of the incident within 48 hours. The email notification shall include the subject species name</p>	<p>The biologist was on the site when pesticides were being applied and inspected operations to ensure that sensitive species and habitats were not adversely affected by the treatment.</p> <p>The Contractor submitted the incident report by phone and email to the COR and SC no later than the following regular working day.</p> <p>Contractor coordination with regulatory agencies for work pertaining to the Task Order was for permitting and letter of authorization purposes only, unless otherwise stipulated in writing by the Task Order COR.</p> <p>The COR and SC were provided for advance review a copy of all Contractor correspondence with the regulatory agencies (e.g. USFWS, USGS) pertaining to this Task Order.</p> <p>Unless impractical due to regulatory timelines, or unless otherwise stipulated in writing by the COR, all regulatory agency (e.g. USFWS, USGS)-related reports were provided to the COR and SC for review at least 15 days prior to submission to the regulatory agency, and Government comments provided prior to 5 days in advance of regulatory agency submission deadlines were incorporated prior to</p>

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		<p>to submission to the regulatory agencies. The COR and SC will have the opportunity to comment on them and have their comments incorporated by the Contractor prior to report submission to regulatory agencies. It is the responsibility of the SC to communicate with regulatory agencies.</p> <p>Unless impractical due to regulatory timelines, or unless otherwise stipulated in writing by the NTR, all regulatory agency (e.g. USFWS, USGS)-related reports and other correspondence shall be provided to the COR and SC for review at least 15 days prior to submission to the regulatory agency.</p> <p>Unless otherwise stipulated in writing by the COR, the Contractor’s coordination with regulatory agencies with regard to work under this Task Order shall be limited to authorization to work with a regulated species and accompanying reporting requirements (i.e. coordination with regulatory agencies by the Contractor shall be for permitting or letter of authorization purposes only, including associated reporting requirements).</p> <p>It is the responsibility of the Contractor to ensure that all copies of electronic deliverables are fully compatible and functional on the current applications used by the Government. All information required</p>	<p>and description (or unusual activity description), date and time of observation, and location name within one meter level of GPS location accuracy.</p> <p>Where biomass removal is required the monitor shall document this with maps showing removal and disposal sites and with digital color photos. This documentation shall be included in relevant project reports. Data collected (and provided in the digital submittals) for all Spec Items shall include locations, date/time observed, and any additional details (i.e. sex, single/paired, etc. if known) of incidentally encountered species that are federally listed or state listed, or are State of California Species of Special Concern.</p>	<p>submission.</p> <p>All regulatory agency (e.g. USFWS, USGS)-related reports were provided to the regulatory agency within regulatory agency time limitations for report submittal.</p>

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		<p>by industry, regulatory agencies, and specified protocols and standards shall be collected and submitted as part of the Draft and Final Reports.</p> <p>Final deliverables shall include all data sheets, Geographical Information System (GIS) layers, tables, and fields specified in the referenced protocols as Appendices of the Draft and Final Reports.</p> <p>Final deliverables shall include in the main body of the documents data summarized and synthesized in a manner appropriate to support the goal of the project via summary maps, photographs, graphs and figures, and key findings and recommendations.</p>		
4.7.1	Biological Monitoring and Survey Project	1 hour of biological monitoring, and written record of those observations.		All biological monitoring was conducted according to the requirements specified in the Task Order and/or work plan.
4.7.2	Biological Monitoring and Survey Project	1 day of monitoring, and written record of those observations.	Work day is equivalent to 8 hours	All biological monitoring was conducted according to the requirements specified in the Task Order and/or work plan.
4.7.3	Biological Monitoring and Survey Project	1 week of biological monitoring, and written record of those observations.	Work week is equivalent to 40 hours	All biological monitoring was conducted according to the requirements specified in the Task Order and/or work plan.
4.8	Environmental Signage	Contractor shall graphically design, fabricate, and install environmental signage.	Signage size will be defined in the Task Order	Contractor personnel were appropriately qualified as specified in the base contract and Task Order.
4.8.1	Small Environmental Signage Design	Contractor shall graphically design environmental signage to educate target audience in	Signage size will be defined in the Task Order. Legal stock or	Contractor personnel were appropriately qualified as specified in the base contract and Task Order.

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		<p>accordance with the goal of the Task Order. <u>Small project shall include:</u></p> <p>1-4 hours of graphic design, photo shoot, and/or illustration effort; 1-4 hours of research for content writing; up to 5 final incorporated images; 1 Draft/1 Final digital product for approval.</p> <p>* Fabrication of signage will be ordered separately as part of each Task Order.</p>	<p>Government provided photography is acceptable. Whenever possible, signage shall be made to be flexible with regard to details that change. For instance, if phone numbers are listed on the sign, signs shall be made such that these can be changed out when a phone number changes without having to replace the entire sign.</p>	<p>The Environmental Signage contained all information specified under this Task Order.</p> <p>Text and images in the design were appropriate for the intended size of the final product.</p> <p>The Contractor incorporated all Government comments received on the draft sign design into the final product.</p>
4.8.2	Medium Environmental Signage Design	<p>Contractor shall graphically design environmental signage to educate target audience in accordance with the goal of the Task Order.</p> <p><u>Medium project shall include:</u></p> <p>5-8 hours of graphic design, photo shoot, and/or illustration effort; 1-10 hours of research for content writing; up to 9 final incorporated images; 2 Drafts/1 Final digital product(s) for approval. * Fabrication of signage will be ordered separately as part of each Task Order.</p>	<p>Each sign size will be annotated in the Task Order and will be priced by the SQ FT.</p> <p>Legal stock or Government provided photography is acceptable.</p> <p>Whenever possible, signage shall be made to be flexible with regard to details that change. For instance, if phone numbers are listed on the sign, signs shall be made such that these can be changed out when a phone number changes without having to replace the entire sign.</p>	<p>Contractor personnel were appropriately qualified as specified in the base contract and Task Order.</p> <p>The Environmental Signage contained all information specified under this Task Order. Text and images in the design were appropriate for the intended size of the final product.</p> <p>The Contractor incorporated all Government comments received on the draft sign design into the final product.</p>
4.8.3	Large Environmental Signage Design	<p>Contractor shall graphically design environmental signage to educate target audience in accordance with the goal of the Task Order.</p> <p><u>Large project shall include:</u></p> <p>9-12 hours graphic</p>	<p>Each sign size will be annotated in the Task Order and will be priced by the SQ FT.</p> <p>Legal stock or Government provided photography is acceptable.</p>	<p>Contractor personnel were appropriately qualified as specified in the base contract and Task Order.</p> <p>The Environmental Signage contained all information specified under this Task Order. Text and images in the</p>

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		design, photo shoot, and/or illustration effort; 1-15 hours of research for content writing; up to 12 final incorporated images; 3 Drafts/1 Final digital product(s) for approval. * Fabrication of signage will be ordered separately as part of each Task Order.	Whenever possible, signage shall be made to be flexible with regard to details that change. For instance, if phone numbers are listed on the sign, signs shall be made such that these can be changed out when a phone number changes without having to replace the entire sign.	design were appropriate for the intended size of the final product.  The Contractor incorporated all Government comments received on the draft sign design into the final product.
<b>4.8.4</b>	Environmental Signage Fabrication: 5-yr Durability	Contractor shall fabricate environmental signage in accordance with the goal of the Task Order.  <u>Project shall include:</u> 1- Fabricated sign made of materials lasting upward of 5 years in outdoor environments similar to the southwestern United States (i.e. aluminum baked enamel, photometal, or embedded fiberglass).	Fabrication size will be annotated in the Task Order and will be priced by the SQ FT.  If available, warranty information for materials shall be submitted to the <b>COR</b> prior to the end of the performance period.	Contractor personnel were appropriately qualified as specified in the base contract and Task Order.  The Environmental Signage contained all information specified under this Task Order. Text and images in the design were appropriate for the intended size of the final product.  The Contractor incorporated all Government comments received on the draft sign design into the final product.  Fabricated sign(s) were made of materials lasting upward of 5 years in outdoor environments similar to the southwestern United States.  Fabricated sign(s) were free of typos/grammatical errors, and were of the appropriate size.
<b>4.8.5</b>	Environmental Signage Fabrication: 10-yr Durability	Contractor shall fabricate environmental signage in accordance with the goal of the Task Order.  <u>Project shall include:</u> 1- Fabricated sign made of materials lasting upward of 10 years in outdoor environments	Fabrication size will be annotated in the Task Order and will be priced by the SQ FT.  If available, warranty information for materials shall be submitted to the <b>COR</b> prior to the end of the	Contractor personnel were appropriately qualified as specified in the base contract and Task Order.  The Environmental Signage contained all information specified under this Task Order. Text and images in the

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		similar to the southwestern United States (i.e. Polycarbonate or High Pressure Laminate).	performance period.	<p>design were appropriate for the intended size of the final product.</p> <p>The Contractor incorporated all Government comments received on the draft sign design into the final product.</p> <p>Fabricated sign(s) were made of materials lasting upward of 10 years in outdoor environments similar to the southwestern United States.</p> <p>Fabricated sign(s) were free of typos/grammatical errors, and were of the appropriate size.</p>
<b>4.8.6</b>	Environmental Signage Fabrication: 25-yr Durability	<p>Contractor shall fabricate environmental signage in accordance with the goal of the Task Order.</p> <p><u>Project shall include:</u></p> <p>1- Fabricated sign made of materials lasting upward of 20 years in outdoor environments similar to the southwestern United States (i.e. Porcelain Enamel).</p>	<p>Fabrication size will be annotated in the Task Order and will be priced by the SQ FT. If available, warranty information for materials shall be submitted to the <b>COR</b> prior to the end of the performance period.</p>	<p>Contractor personnel were appropriately qualified as specified in the base contract and Task Order.</p> <p>The Environmental Signage contained all information specified under this Task Order.</p> <p>Text and images in the design were appropriate for the intended size of the final product.</p> <p>The Contractor incorporated all Government comments received on the draft sign design into the final product.</p> <p>Fabricated sign(s) were made of materials lasting upward of 20 years in outdoor environments similar to the southwestern United States.</p> <p>Fabricated sign(s) were free of typos/grammatical errors, and were of the appropriate size.</p>
4.8.7	Environmental Signage Installation: Low Durability	<p>Contractor shall provide for installation of a post system (up to 6 ft.); constructed of metal or wood; and capable of supporting fabricated signage.</p>	<p>Post system will be annotated in the Task Order and will be priced by the SQ FT. If available, warranty information for materials shall be</p>	<p>Contractor personnel were appropriately qualified as specified in the base contract and Task Order.</p> <p>Material, construction, and installation were of the flexibility and durability</p>

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		Post(s) shall be made of materials lasting upward of 5 years in outdoor environments similar to the southwestern United States.	submitted to the COR prior to the end of the performance period.	ordered. Installation occurred on schedule.
4.8.8	Environmental Signage Installation:  Medium Durability	Contractor shall provide installation of a rust and corrosive resistant encasement system (e.g. sealed plastic cover with wood or metal back) to provide shelter for fabricated signage. This encasement shall be lockable and shall allow signage to be changed out without having to replace the entire encasement mechanism.  Encasement shall be made of materials lasting upward of 10 years in outdoor environments similar to the southwestern United States.	Encasement size will be annotated in the Task Order and will be priced by the SQ FT. If available, warranty information for materials shall be submitted to the COR prior to the end of the performance period.	Contractor personnel were appropriately qualified as specified in the base contract and Task Order. Material, construction, and installation were of the flexibility and durability ordered. Installation occurred on schedule.
<b>4.8.9</b>	Environmental Signage Installation: High Durability	Contractor shall provide installation of an extremely durable encasement system (e.g. sealed non-reflective glass, high quality plastic or composite rock) to provide shelter for fabricated signage. Sign installation materials shall be made of materials lasting upward of 20 years in outdoor environments similar to the southwestern United States.	Encasement size will be annotated in the Task Order and will be priced by the SQ FT. If available, warranty information for materials shall be submitted to the <b>COR</b> prior to the end of the performance period.	Contractor personnel were appropriately qualified as specified in the base contract and Task Order. Material, construction, and installation were of the flexibility and durability ordered. Installation occurred on schedule.

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<b>4.8.10</b>	Provide and Install Carsonite Posts or Markers (50)	Posts or Markers shall be weather-resistant, made of lightweight, continuous glass fiber, reinforced composite UV resistant and temperature stable, ranging from 3-5 feet tall. Includes 1-4 hours of design; 1 Draft; 1 Final design master. Minimum order is fifty (50) posts/markers.	Labels and colors for posts will be specified at the Task Order level  Warranty information for materials and installation shall be submitted to the <b>COR</b> prior to the end of the Task Order performance period.	The posts and markers contained all information specified under this Spec Item.  Text and images in the design are appropriate for the intended size of the final product  Text and images in the final product were crisp and as pictured in the design.  The Contractor incorporated all Government comments into the final master design.  Contractor personnel were appropriately qualified as specified in the base contract, Spec Item, and Task Order.
4.9	Resource Protective Fencing	Contractor shall provide and maintain fencing to protect sensitive resources to include: plants, arroyo toad, desert tortoise, and least term.	Fencing will be ordered by linear foot. Price shall include adequate labor and material to install resource protective fencing to protect sensitive resources. Resource protective fencing material shall be determined by the Task Order.	The installed fence met the performance objective success criteria described in the Task Order.
4.9.1	Orange Mesh Resource Protective Fence Installation	Install 100 linear feet of orange mesh resource protective fencing.  *Does not include maintenance	Fencing material to be included in the Task Order.	The installed fence met the performance objective success criteria described in the Task Order.
4.9.2	Orange Mesh Resource Protective Fence Maintenance	One year of maintenance on up to 100 linear feet of orange mesh resource protective fencing.	Fencing will be maintained free from breaks and breaches. If a breach has occurred, Contractor will replace fencing to existing standard.	Fence maintenance including schedule met the requirements specified in the task order.
4.9.3	Silt Fence Installation	Install 100 linear feet of silt fencing.  *Does not include	Fencing material to be included in the Task Order.	Fencing was installed according to the requirements specified in the Task Order.

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		maintenance		
4.9.4	Silt Fence Maintenance	One year of maintenance on up to 100 linear feet of silt fencing.	Fencing will be maintained free from breaks and breaches. If a breach has occurred, Contractor will replace fencing to existing standard.	Fence maintenance including schedule met the requirements specified in the task order.
4.9.5	Wood and Cable Fence Installation	Install 100 linear feet of wood and cable fencing.  *Does not include maintenance	<b>Fencing will be constructed with 4” round wood posts spaced 8 feet on center and set 3 feet above ground. Cable will be two courses of 1/8<sup>th</sup> inch steel cable strung through holes drilled in each post. Posts will be set at least 2 feet below grade in concrete.</b>	Fencing was installed according to the requirements specified in the Task Order.
4.9.6	Wood and Cable Fence Maintenance	One year of maintenance on up to 100 linear feet of wood and cable fencing.	Fencing will be maintained free from breaks and breaches. If a breach has occurred, Contractor will replace fencing to existing standard.	Fence maintenance including schedule met the requirements specified in the Task Order.
4.9.7	Arroyo Toad Fence Installation	Install 100 linear feet of arroyo fencing.  *Does not include maintenance	Fencing material to be included in the Task Order. Fencing for arroyo toad shall be constructed of shade cloth (black mesh plastic) 12 inches tall with the lower edge buried 2 to 3 inches deep and supported by 18-inch wooden stakes. Support stakes shall be at least every 10 feet.	Fencing was installed according to the requirements specified in the Task Order.
4.9.8	Arroyo Toad Fence Maintenance	One year of maintenance on up to 100 linear feet arroyo toad fencing.	Fencing material to be included in the Task Order. Fencing will be maintained free from breaks and breaches. If a breach has occurred,	Fence maintenance including schedule met the requirements specified in the Task Order.

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			Contractor will replace fencing to existing standard.	
4.9.9	Desert Tortoise Exclusion Fence Installation	Install 500 linear feet of desert tortoise fencing.  *Does not include maintenance	Price shall include adequate labor and material to install desert tortoise exclusion fencing. Fencing will be constructed with durable materials suitable to resist desert environments, alkaline and acidic soils, wind, and erosion. Ensure that fence posts and materials conform to the standards approved by the U.S. Fish and Wildlife Service.	The installed fence met the performance objective success criteria described in the Task Order.
4.9.10	Desert Tortoise Exclusion Fence Maintenance	One year of maintenance on up to 500 linear feet of desert tortoise fencing.	Fencing will be maintained free from breaks and breaches. If a breach has occurred, Contractor will replace fencing to existing standard.	Fence maintenance including schedule met the requirements specified in the Task Order.
4.9.11	Least Tern Fence Repair/ Construction	<b>Purchase and install up to 100 linear feet of least tern fencing, and up to 8 4"x 4"x8' wooden fence posts, purchase and replace plastic-coated communication wire to support top edge of fence, purchase nixalite, catclaw, or similar bird deterrents for fence posts, and purchase and replace fencing hardware</b>	<b>Fencing for least tern protection shall be constructed of heavy plastic mesh as a barrier to prevent predator intrusion. The fence shall be 48" by 1/2 inch, with the bottom 6" buried into the substrate.</b>	<b>The fence repair met the required specifications.</b>
4.9.12	Least Tern Fence Removal or reinstallation	Remove or <u>reinstall</u> up to 100 linear feet of least tern fencing on existing posts.  *Does not include purchase	Fencing will be removed or reinstalled as specified in the Task Order. <b>NOTE: The removal or installation of the Least Tern fence includes transportation of materials to and from on-base storage</b>	<b>Fence installation/removal including schedule met the requirements specified in the Task Order.</b>

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			<b>location.</b>	
<b>4.10</b>	Exclusion Fencing (barbed wire)	Procurement and installation of barbed wire fencing to meet the performance standard.	Price shall include adequate labor and material install barbed wire exclusion fencing for cattle. Gate is not included. Construct barb wire fence with <b>no more than</b> 5 strands, four point standard 12 ½ gauge barbed wire or smooth wire (wire type will be specified in TO). Construct fence using posts, 6 ½ feet long and spaced 10 feet apart and set 4 ½ feet above ground. Type of post will be specified in the Task Order. Double H-type braces shall be installed at all corners, points of deflection, gates, and cattle guards.	The installed fence met the performance objective success criteria described in the Task Order.
4.10.1	Exclusion Fencing Installation	Install 5-strand barbed wire fencing; 100 linear feet.  *Gate is not included.	Exclusion fencing material to be included in the Task Order.	Fencing was installed according to the requirements specified in the Task Order.
4.10.2	Exclusion Fence Repair	Repair of up to 100 linear feet of 5-strand barbed wire fencing.	Repair of exclusion fence will include barbed wire and/or posts and/or H-type braces. Fencing will be repaired free from breaks and breaches.	Fence repair including schedule met the requirements specified in the Task Order.
4.10.3	Exclusion Fence Material Removal	Removal of up to 100 linear feet of barbed wire fencing material from the property.	Removal of exclusion fence will include barbed wire, posts and other old materials.	Fencing was removed according to the requirements specified in the Task Order.
<b>4.11</b>	Security Fencing (chain link)	Procurement and installation of chain link fencing to meet the performance standard.  *Gate is not included.	Price shall include adequate labor and material to install a security chain link fence. Chain link fence will consist of corner and line posts driven into the ground. Top rails are not required, but may be	The installed fence met the performance objective success criteria described in the Task Order.

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			specified in Task Order. Tension wire shall be used on top and bottom of the fence. All posts shall have caps. Corners shall be specified in the Task Order and shall be properly braced to support fence run. <b>A single gate shall be 10 feet wide. Height shall be 8 feet with 9 gauge chain link. Structural components shall be schedule 40.</b> Post and bracing to support the gate shall be included in the work. The Task Order will specify if a gate is required.	
4.11.1	Security Fence Installation	Install 100 linear feet of chain link fence.  *Gate is not included.	Fencing material to be included in the Task Order.	Fencing was installed according to the requirements specified in the Task Order.
4.11.2	Barbed wire addition (to chain link fence)	Additional installation of 3-strand barbed wire to top chain link fence; 100 linear feet.  *Gate is not included.	Barbed wire on top of fence may be specified in Task Order.	Barbed wire addition installed according to the requirements specified in the Task Order.
4.12	Gates	Contractor shall provide and install gates to protect sensitive resources.	Specifications to be included in the Task Order.	Gate was installed according to the requirements specified in the Task Order.
4.12.1	Barb Wire Cattle Fence Gate	Install one barbed wire cattle fence gate.	Gate will be a minimum of 10' feet in length. Gate will be 3-strand or 5-strand barbed wired to match the adjacent fencing.	Gate was installed according to the requirements specified in the Task Order.
4.12.2	Tube Metal or Metal Cattle Fence Gate	Install one tube metal or metal cattle gate.	Gate will be constructed of tube metal and be of "powder-river" style. Length will be specified in the Task Order.	Gate was installed according to the requirements specified in the Task Order.
4.12.3	Chain Link Fence Gate	Install one chain link fence gate.	Gate will be 10' feet in length. Post and bracing will be specified in the	Gate was installed according to the requirements specified in the Task Order

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			Task Order	
<b>4.13</b>	Welded Grate	<p>Contractor shall provide and install welded grates to protect sensitive resources.</p> <p>Prices are per square foot of welded grate.</p> <p>Grate size will be specified in the Task Order.</p>	<p>The purposes for custom welded steel grates may vary. Some examples include: lockable mesh door for caves occupied by bats to exclude human intrusion and disturbances; grates at storm drain systems to prevent indirect take of Arroyo Toads; or exclusion of predators from specific fenced areas.</p> <p>Grates will be of welded steel with the gauge of the steel appropriate to the size and function of the grate. <b>A frame shall be installed with the grate.</b></p> <p>The Contractor shall supply all materials and supplies needed to build and install the welded grates. Grate installation at mineshaft or cave entrance will require bracing and/or hand mixing and pouring of concrete, not to exceed 10 bags of concrete and/or 20 hours of labor.</p>	Grate was installed according to the requirements specified in the Task Order
4.13.1	Small Welded Grate	Install small welded grate with dimensions > 2 square feet ≤ 4 square feet.	For delivery and installation of grate, the work site will be accessible by 4- wheel drive for small and medium grates.	Grate was installed according to the requirements specified in the Task Order.
4.13.2	Medium Welded Grate	Install medium welded grate with dimensions > 4 square feet ≤ 16 square feet.	For delivery and installation of grate, the work site will be accessible by 4- wheel drive for small and medium grates.	Grate was installed according to the requirements specified in the Task Order.

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4.13.3	Large Welded Grate	Install large welded grate with dimensions >16 square feet ≤ 30 square feet.	For delivery and installation of grate, the work site will be accessible by flat- bed truck for large and heavy-duty grate.	Grate was installed according to the requirements specified in the Task Order.
4.13.4	Heavy Duty Welded Grate	Install heavy duty welded grate with dimensions > 4 square feet ≤ 30 square feet.	The heavy duty grate shall support a loaded dump truck and is not intended as a barrier for a cave. For delivery and installation of grate, the work site will be accessible by flat- bed truck for large and heavy-duty grate.	Grate was installed according to the requirements specified in the Task Order.
<b>4.14</b>	General Requirements for Weed Treatment	<p><b>For all weed treatment services the Contractor shall include a pesticide application plan as part of the work plan.</b> Care must be taken to avoid damage to native habitats at all times, particularly habitats of threatened and endangered species, while conducting weed treatment. This may include cutting down or limbing isolated individuals of given species, as specified in the pesticide application plan. Whether or not biomass removal is specified the contractor must treat cut biomass left on site so that there are no or minimal resprouts from the biomass; the methods shall be specified in the pesticide application plan.</p> <p>The Contractor shall perform weed treatment activities as indicated in the Task Order (i.e. exotic plant species control; relevant target species lists;</p>	<p><b>All resources to complete the job shall be provided by the Contractor.</b></p> <p>Weed treatment activities shall be timed and spaced to provide the maximum opportunity to control the species targeted for control.</p> <p>Weed treatment activities conducted in areas containing threatened and endangered species, shall follow established protocols (for instance those promulgated by the U.S. Fish and Wildlife Service [USFWS] or U.S. Army Corps of Engineers [ACOE]) to avoid damage to sensitive species.</p> <p><b>All Pesticide Applicators must have valid Pesticide Application Certification issued by the State in which the work is to be conducted.</b></p>	<p>The pesticide application plan and all other preliminary documents were prepared according the requirements in the Task Order.</p> <p>Field work was appropriately documented with photographs, maps, and reports as specified in the Task Order.</p> <p>Damage to native habitats and threatened and endangered species was appropriately minimized.</p> <p>Weed treatment activities were conducted at the appropriate time of year to maximize the probability of control of the target species.</p> <p>Weed treatment activities were performed to minimize damage to sensitive species.</p> <p>Weed treatment activities adhered to most recently issued protocol.</p>

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		<p>specific instructions for mechanical or chemical control; identify sensitive species requiring extra caution or diligence; identify potential biological constraints associated with proposed operations/training and/or construction projects; identify requirements promulgated by the U.S. Fish and Wildlife Service through the Endangered Species Act).</p>	<p><b>All pesticides applied under this contract shall be approved for use by the installation and the NAVFAC regional pest management consultant and used in accordance with all Federal, State, and DoD regulations and the installation Integrated Pest Management Plan.</b></p> <p><b>The contractor shall provide a monthly pest management report to the installation Integrated Pest Management Coordinator, or coordinator identified in the TO, during the period that pesticides are being applied. This report shall consist of daily pesticide application reports submitted via the NAVFAC Online Pesticide Reporting System (NOPRS). The Navy COR will assist the contractor with obtaining an account and access to NOPRS.</b></p>	
4.14.1	Small, Simple Weed Treatment Project	<p>Up to one year of mechanical and/or chemical weed control, as required, to eliminate target species as defined in the Task Order. Small Simple Project covers 0.1 acres. A project is classified as Simple if less than 0.025 acres of the site requires hand weeding, and/or if no more than 6 maintenance visits are required.</p>	<p>Weed coverage shall be less than 20% or the original site.</p>	<p>The Contractor implemented weed treatment in accordance with the Task Order and/or work plan. Weed coverage was less than 20% of the original site.</p>

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<b>Spec Item</b>	<b>Title</b>	<b>Performance Objective</b>	<b>Related Information</b>	<b>Performance Standard</b>
4.14.2	Small, Complex Weed Treatment Project	Up to one year of mechanical and/or chemical weed control, as required, to eliminate target species as defined in the Task Order. Small Complex Weed Treatment Project covers 0.1 acres. A project is classified as Complex if greater or equal to 0.025 acres of the site requires hand weeding, and/or if more than 6 maintenance visits are required.	Weed coverage shall be less than 20% of the original site, <b>or completely eliminated for high-profile weeds identified in the task order.</b>	The Contractor implemented weed treatment in accordance with the Task Order and/or work plan.  Weed coverage was less than 20% of the original site. <b>High profile weeds, as identified in the task order, were completely eliminated.</b>
4.14.3	Large, Simple Weed Treatment Project	Up to one year of mechanical and/or chemical weed control, as required, to eliminate target species as defined in the Task Order. Large Simple Weed Treatment Project covers 1 acre. A project is classified as Simple if less than 0.25 acres of the site requires hand weeding, and/or if no more than 6 maintenance visits are required.	Weed coverage shall be less than 20% of the original site.	The Contractor implemented weed treatment in accordance with the Task Order and/or work plan  Weed coverage was less than 20% of the original site.
4.14.4	Large, Complex Weed Treatment Project	Up to one year of mechanical and/or chemical weed control, as required, to eliminate target species as defined in the Task Order. Large Complex Weed Treatment Project covers 1 acre. A project is classified as Complex if greater or equal to 0.25 acres of the site requires hand weeding, and/or if more than 6 maintenance visits are required.	Weed coverage shall be less than 20% of the original site, <b>or completely eliminated for high-profile weeds identified in the task order.</b>	The Contractor implemented weed treatment in accordance with the Task Order and/or work plan.  Weed coverage was less than 20% of the original site. <b>High profile weeds, as identified in the task order, were completely eliminated.</b>

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2	Management and Administration	
2.1	Definitions and Acronyms	
	Administrative Contracting Officer (ACO)	The individual designated by the Contracting Officer to administer the contract.
	Contract Discrepancy Report (CDR)	A report, sent by the Government to the Contractor which the contractor is required to complete when performance is unsatisfactory. The CDR requires the Contractor to explain to the Contracting Officer, in writing within 10 calendar days, why performance is unsatisfactory, how performance shall be returned to satisfactory levels, and how recurrence of the problem shall be prevented in the future.
	Contracting Officer (KO)	That individual with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.
	Contracting Officer Representative (COR)	The individual designated by the KO to be responsible for the monitoring of Contractor performance on the Task Order. The COR also serves as the Technical Representative for the Task Order responsible for ensuring that all work is performed per the requirements and specifications outlined in the Task Order, and that the work performed, including all written reports and professional services are of an acceptable technical quality. The COR shall be the first and primary point of contact for the Contractor and Station Point of Contact regarding any injuries, questions, concerns, and issues related to the implementation of the requirements and specifications of the Task Order. The COR has no authority to make any changes to the Task Order, and only the KO may affect any change to the Task Order.
	Contractor	That entity or its representative responsible for the delivery of the services or materials specified in this contract, as designated by contract award. The term Contractor as used herein refers to both the prime Contractor and any subcontractors. The prime Contractor shall ensure that subcontractors comply with the provision of this contract.
	Contractor Representative	That individual appointed by the Contractor, either orally or in writing, who has been assigned responsibility for executing the requirements of this contract.
	Construction Equipment	All mechanical equipment used in the construction, alteration or repair of buildings, bridges, roads or other kinds of real property and includes, but is not limited to, road rollers, wheel mounted backhoes and loaders, hydraulic excavators, trenchers, plows, street sweepers and brooms, dump trucks, equipment hauling trailers, line striping equipment, brush chippers, portable pumps, air compressors and welders, and mobile weight handling equipment (cranes).
	DoD	Department of Defense
	Electronic Copies	Submittal of products on a Compact Disk read-only memory (CD-ROM) or Digital Versatile Disc read-only memory (DVD-ROM), unless otherwise stipulated in the ELIN.
	ELIN	Exhibit Line Item Number.
	Exotic Pest Plant (or Weed)	A non-native plant species which is naturalized or has the potential to naturalize, and which has the potential to disrupt native ecosystem processes. The species to be targeted will be specified in each task order.
	Facility	A building or structure designed and created to serve a particular function.
	Herbicide	A chemical substance used to destroy or inhibit the growth of plants, especially exotic invasive plant species (weeds).
	Native Vegetation	Plant species which have evolved in the location in question or have disbursed to the site via natural means such as wind-blown seed.
	Performance	A method used by the Government to provide some measure of control over the quality of

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<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
	Assessment	purchased goods and services received.
	Performance Assessment Representative (PAR)	That individual designated by the KO to be responsible for the monitoring of the Contractor performance of the task order. The PAR also serves as the Technical Representative for the task order.
	Pest Control Advisor's License	A license issued by the State of California, Department of Pesticide Regulation (or equivalent in state where work is occurring). Applicants must pass an exam.
	Pesticide	A chemical used to kill or injure harmful organisms. For the purposes of this contract, this term is largely synonymous with herbicide.
	Pesticide Application Plan	A document which outlines the best, most efficient way treating the target species at a specific site. This plan may only be prepared by a person having a Pest Control Advisor's license and will be part of the Contractor's task order work plans.
	Pesticide Drift	Unintentional movement of pesticide spray outside of the target area.
	Pesticide Report	A report documenting types and quantities of pesticide utilized in treatment.
	Pre-performance Meeting	A meeting among all parties to initiate work. Also known as a Kickoff-meeting.
	Project Report	A report prepared at the end of a project which contains a description of the treatment area, methods, results, conclusions and future recommendations.
	Qualified Applicator's License	A license issued by the State of California, Department of Pesticide Regulation (or equivalent in state where work is occurring). Applicants must pass an exam.
	Site Visit	A visit to the area to be treated.
	Spray	A solution which includes pesticides.
	Station Point of Contact (SPOC)	A representative from a specified Department of Defense installation designated as the point of contact for access and site issues for the Contractor while working on a given Task Order.
	STR	Service Technical Representative.
	Task Order	A task order is a document (DD Form 1155) issued by a Contracting Officer unilaterally or bilaterally for work to be performed in accordance with Annex 18. Any changes to a task order shall only be made by the Contracting Officer.
	Target Plants/weeds/species	Species and or populations of plants which have been identified for treatment.
2.2	General Information	
2.2.1	Government Regular Working Hours	The Government's regular working hours are from 0730-1630, five days per week, Monday through Friday, except observed Federal holidays. Exceptions, if any, to the regular hours of operation are detailed in subsequent sections of this PWS. The performance of work requirements shall be accomplished within the Government's regular working hours unless specific work requirement specified otherwise. Any other work outside Government regular working hours requires prior KO approval.
2.2.1.1	Observed Federal Holidays	The Government observes the following holidays: New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day.
2.2.1.2	Restriction to Contractor Working Hours	None unless identified in the task order.
2.2.2	Wage Determinations	Refer to Section H for Wage Determination incorporated by reference.
2.2.3	Requirements Hierarchy	Requirements or definitions specified in each spec item of this contract apply to subordinate paragraphs. For example, requirements shown in spec item 3.1 would apply to spec items 3.1.1, 3.1.2, 3.1.2.1, and so on.
2.3	General Administrative Requirements	

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<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
2.3.1	Required Conferences and Meetings	<p>In addition to meetings required under Spec Item 4.1, the Contractor may be required to attend administrative and coordination meetings. Specifically, the Contractor's representative shall meet with the Government's representatives monthly during the first three months of the contract. Thereafter, meetings will be as often as necessary at the direction of the KO. A mutual effort will be made to resolve all problems identified. The Contractor's representative and the Government's representative shall approve the written minutes of these meetings, prepared by the Contractor and reviewed by the Government. Should the Government not concur with the minutes, the Contractor shall state in writing to the KO any areas of disagreement within 15 calendar days.</p> <p>Should only say "The Contractor may be required to attend administrative and coordination meetings. The Contractor shall attend meeting as specified in the individual task orders."</p>
2.3.2	Permits and Licenses	The Contractor shall, without additional expense to the Government, obtain all required permits, licenses and authorizations to perform work under this contract and comply with all the applicable Federal, State and local laws and regulations. The Contractor shall provide evidence of such permits and licenses to the KO before work commences on each task order and at other times as requested by the KO. No survey shall violate any conditions stipulated in federal or state permits issued in support of the survey effort. The Contractor shall be responsible for all permit violations or other illegal acts conducted by Contractor or Sub-Contractor personnel and the consequences thereof, including any consequences that arise from these actions.
2.3.3	Insurance	Within 15 days after award of this contract, the Contractor shall furnish the KO a certificate of insurance as evidence of the existence of the following insurance coverage in amounts not less than the amounts specified below in accordance with the FAR Clause 52.228-05, INSURANCE – WORK ON A GOVERNMENT INSTALLATION. This insurance must be maintained during the performance period.
2.3.3.1	Certificate of Insurance	The Certificate of Insurance shall provide for at least 30 days written notice to the KO by the insurance company prior to cancellation or material change in policy coverage. Other requirements and information are contained in the aforementioned insurance clause.
2.3.3.2	Minimum Insurance Amounts	<p>The Contractor shall procure and maintain, during the entire period of performance under this contract, the following minimum insurance coverage:</p> <p>Comprehensive General Liability: \$500,000 per occurrence;  Automobile Liability: \$200,000 per person, \$500,000 per occurrence, \$20,000 per occurrence for property damage;  Workmen's Compensation: As required by Federal and State worker's compensation and occupational disease statutes;  Employer's Liability coverage: \$100,000, except in states where worker's compensation may not be written by private carriers;  Other as required by State Law.</p>
2.3.4	Protection of Government Property	During execution of the work, the Contractor shall protect Government property. The Contractor shall return areas damaged as a result of negligence under this contract to their original condition at no cost to the Government, including revegetation or replacement of damaged habitat if necessary. Unauthorized collection of cultural material is not allowed. The Government will consider unauthorized collection a violation of the Archaeological Resource Protection Act and subject to criminal and civil penalties. The Contractor is expressly prohibited from plant or animal collection on Government property other than as specified in the task order. The Contractor is specifically prohibited from carrying out any activities not specified under a task order unless written approval is obtained from the Contracting Officer. No animals will be brought on to Government property and released without the consent of the Contracting Officer. Personal pets are not to be brought on to Government property. The Contractor will not remove dead, injured or sick wildlife from

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		Government property. All such wildlife shall be reported immediately to the Contracting Officer.
2.4	Instructions, Directives, and References	Applicable Department of Defense (DoD), Secretary of the Navy (SECNAV), Chief of Naval Operations (OPNAV), and other directives, instructions, and references are listed below. The Contractor shall comply with the most current version of directives, instructions, and references including versions published during the term of the contract.
2.4.1	Applicable Laws, Regulations and References	The following lists the laws, regulations, and references that are applicable to this contract.
	American Indian Religious Freedom Act of 1978	The American Indian Religious Freedom Act of 1978 (PL 95-341; 42 USC § 1996) directs consultations with traditional leaders, where appropriate, to insure continuity in religious practices on Federal lands. The Act requires the Federal government to protect the right of American Indian, Eskimo, Aleut, and Native Hawaiian to exercise traditional religious practices.
	Antiquities Act of 1906	The Antiquities Act of 1906 (PL 59-209; 16 USC §§ 431 et seq., 1982) authorizes the President to designate as National Monuments historic and natural resources of national significance located on Federally owned or controlled lands. The act further provides for the protection of all historic and prehistoric ruins and objects of antiquity located on Federal lands by providing criminal sanctions against excavation, injury, or destruction of such antiquities without the permission of the Department having jurisdiction over such resources. The Secretaries of the Interior, Agriculture, and Defense are further authorized to issue permits for archaeological investigations on lands under their control to recognize educational and scientific institutions for the purposes of systematically and professionally gathering data of scientific value.
	Archaeological and Historic Preservation Act of 1974	The Archaeological and Historic Preservation Act of 1974 (Moss-Bennett Act; 16 USC §§ 469 et seq.) provides for the protection of historic and archaeological sites threatened by Federal or Federally funded or assisted construction projects.
	Archaeological Resources Protection Act of 1979	The Archaeological Resources Protection Act of 1979 (16 USC §§ 470 et seq., 1982) sets up penalties for destruction or removal of archaeological materials from Federal land without the proper permits. Requirements for obtaining these permits are also established by this regulation.
	Bald and Golden Eagle Protection Act	The Bald and Golden Eagle Protection Act (PL 95-616; 16 USC §§ 668 et seq.) provides for protection of the bald and golden eagles by prohibiting taking, possession, and commerce in the birds.
	California Water Code	The California Water Code Section 1243 declares the reservation of water for the enhancement and protection of fish and wildlife to be a beneficial use.
	Carson-Foley Act of 1968	The Carson-Foley Act (aka Noxious Plant Control Act) (PL 90-583; 43 USC § 1241) provides for the control of noxious plants on lands under control or jurisdiction of the Federal Government.
	Clean Air Act	The Clean Air Act (42 USC § 7401 et seq.) is the major federal legislation addressing air pollution control on a national level. It establishes national ambient air quality standards (NAAQS) for common air pollutants (“criteria pollutants”) and requires States to institute controls with established air quality control regions to achieve the NAAQS. The Act requires the US EPA to establish necessary air quality control where States fail to do so. Severity of controls increases as degree of nonattainment with NAAQS increases. Mandates EPA regulation of 138 identified “hazardous air pollutants.” Implements the Montreal Protocol on Ozone Depleting Substances (ODS), mandating phase out of ODS production, prohibiting intentional venting of ODS refrigerants during appliance servicing, and requires technician certification.
	Clean Water Act	Clean Water Act regulates the discharge of pollutants to waters of the United States in

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		order to protect water quality and the beneficial uses of these waters. Through a permit application process, CWA Section 401 regulates dredge and fill discharges to waters of the United States.
	Coastal Zone Management Act	The Coastal Zone Management Act (CZMA) of 1972 (16 USC § 1451, et seq.) requires federal permit applicants to obtain a certification that verified activities proposed within the “coastal zone” are consistent with state coastal zone management programs; e.g. federal Clean Water Act and §404 applicants. The CZMA creates a broad program based on land development controls within coastal zones, incorporating State involvement through the development of programs for comprehensive state management. The CZMA also requires Federal agencies or licensees to carry out their activities in such a way that they conform to the maximum extent practicable with a state’s coastal zone management program.
	Community Environmental Response Facilitation Act	The Community Environmental Response Facilitation Act (CERFA) (42 USC § 9601 note, 9620) amends CERCLA Section 120 (h) to allow expedition of reuse and redevelopment of Federal facilities being closed.
	Comprehensive Environmental Response, Compensation, and Liability Act of 1980	The Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA; 42 USC §§ 9601 et seq.), also known as Superfund, establishes programs for the cleanup of hazardous waste disposal and spill sites to ensure protection of human health and the environment. Designates the President as trustee for Federally protected or managed natural resources.
	Conservation Programs on Military Reservations	The Conservation Programs on Military Reservations (PL 90-465; 16 USC §§ 670 et seq.) amend PL 86-797 to include outdoor recreation programs on military lands. It requires each military department to manage natural resources and to ensure that services are provided which are necessary for management of fish and wildlife resources on each installation; to provide their personnel with professional training in fish and wildlife management; and, to give priority to contracting work with Federal and State Agencies that have responsibility for conservation or management of fish and wildlife. Authorizes cooperative agreements (with States, local governments, non-governmental organizations, and individuals) which call for each party to provide matching funds or services to carry out natural resources projects/initiatives.
	Defense Appropriations Act of 1991	The Defense Appropriations Act of 1991 (10 USC § 2701) establishes the Legacy Resource Management Program for the stewardship of biological, geophysical, cultural and historic resources on Department of Defense (DoD) lands.
	Emergency Planning and Community Right-to-Know Act of 1986	The Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 USC §11001 et seq.) is also known as Title III of the Superfund Amendments and Reauthorization Act (SARA). EPCRA focuses on the hazards associated with toxic chemical releases. Most notably, specific sections of EPCRA require immediate notification of releases of oil and hazardous substances and CERCLA-defined hazardous substances to State and local emergency response planners. The Act requires State and local coordination in planning response actions to chemical emergencies, and certain industries to submit information on chemical inventories and fugitive emissions.
	Endangered Species Act	The Endangered Species Act (ESA) (PL 93-205; 7 USC <a href="#">§ 136</a> , 16 USC §§1531 et seq.), of 1973 requires that all Federal Agencies undertake programs for the conservation of endangered and threatened species. These agencies are prohibited from authorizing, funding, or carrying out any action that would jeopardize a listed species or destroy or modify its “critical habitat” (Section 7). Critical habitat is usually designated concurrently with a listing. Section 9 prohibits the “taking” of endangered fish or wildlife, including direct killing, harming, harassing, or destruction of habitat.

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	Federal Flood Disaster Prevention Act	The Federal Flood Disaster Prevention Act (PL 93-234; 42 USC §§ 4001 et seq.) established the Federal Flood Insurance Program, which has provided some incentives for construction outside flood prone areas. To a limited degree, this has reduced destruction of riparian vegetation by developments. President Carter issued two executive orders in a related effort: EO 11988 (Floodplain Protection) directed Federal agencies to avoid construction in flood hazard areas and to seek restoration and preservation of the natural and beneficial values of floodplains; EO 11990 (Protection of Wetlands) directed Federal agencies to minimize the destruction, loss, or degradation of wetlands.
	Federal Insecticide, Fungicide, and Rodenticide Act	The Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) (7 USC §136 et seq.) provides the principal means for preventing environmental pollution from pesticides through product registration and applicator certification. The registration of all pesticide products by EPA results in label instructions on each container for use, storage, and disposal. Label instructions are legally applicable to all users. Under FIFRA, EPA is required to accept certain pesticides under recall for safe disposal. It is unlawful to purchase, distribute, or use any pesticide that does not have any EPA registration number or for which registration has been cancelled or suspended, or to apply, store, or dispose of any pesticide or container in any manner inconsistent with applicable regulations.
	Federal Noxious Weed Act of 1974	The Federal Noxious Weed Act of 1974 (PL 93-629; 7 USC § 2801) provides for the control and eradication of noxious weeds and their regulation in interstate and foreign commerce.
	Federal Water Pollution Control Act Amendments of 1972	The Federal Water Pollution Control Act Amendments of 1972 (see Clean Water Act; 33 USC §§ 1251 et seq.) sets up a Federal permit and license system to carry out certain pollution discharge activities in navigable waters.
	Fish and Wildlife Conservation Act of 1980	The Fish and Wildlife Conservation Act of 1980 (PL 96-366; 16 USC §§2901 et seq.) provides for conservation, protection, restoration and propagation of certain species, including migratory birds threatened with extinction.
	Fish and Wildlife Conservation and Military Reservations Act	See Sikes Act.
	Fish and Wildlife Coordination Act	The Fish and Wildlife Coordination Act (PL 85-624; 16 USC §§ 661 et seq.) mandates that wildlife conservation receive equal consideration and be coordinated with other features of water resource development. The intent is to prevent loss or damage of wildlife and provide for development and improvement of wildlife in conjunction with water development projects. Federal agencies proposing to impound, divert, or control surface waters are required to consult with the USFWS and CDFG, to include and give full consideration to the recommendations of these agencies, and to provide justifiable means and measures for benefiting wildlife in project plans. ACOE must coordinate permit applications with USFWS and CDFG. Like NEPA, implementation of this Act is essentially procedural in that no particular outcome is mandated. The Act authorizes project modification, land acquisition, and other measures necessary to protect wildlife.
	Historic Sites Act of 1935	The Historic Sites Act of 1935 (PL 74-292; 16 USC §§ 461 et seq., 1982) establishes as national policy the preservation for public use of historic resources, by giving the Secretary of the Interior the power to make historic surveys and to document, evaluate, acquire, and preserve archaeological and historic sites across the country. The Act led to the eventual establishment within the National Park Service of the Historic Sites Survey, the Historic Buildings Survey, and the Historic Sites Engineering Record.
	Magnuson-Stevens Fishery Conservation	The statute includes a mandate that Federal agencies must consult with the Secretary of Commerce (through the National Marine Fisheries Service) on all activities, or proposed

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	Management Act	activities, authorized, funded, or undertaken by the agency, that may adversely affect Essential Fish Habitat.
	Migratory Bird Treaty Act	The Migratory Bird Treaty Act (PL 65-186, as amended; 16 USC §§ 703 et seq.) protects most birds, whether or not they migrate. Birds, their nests, eggs, parts, or products may not be killed or possessed. Game birds are listed and protected except where specific seasons, bag limits, and other features govern their hunting. Exceptions are made for some agricultural pests, which require a USFWS permit (yellow-headed, red-winged, bi-colored red-winged, tri-colored red-winged, Rusty and Brewer's Blackbirds, Cowbirds, all grackles, crows, and magpies). Some other birds that injure crops in California may be taken under the authority of the County Agricultural Commissioner (meadowlarks, horned larks, golden-crowned sparrows, white-and other crowned sparrows, goldfinches, house finches, acorn woodpeckers, Lewis woodpeckers, and flickers). Permits may be granted for various non-commercial activities involving migratory birds and some commercial activities involving captive-bred migratory birds.
	Military Construction Authorization Act – Military Reservation and Facilities-Hunting, Fishing and Trapping	The Military Construction Authorization Act – Military Reservation and Facilities-Hunting, Fishing and Trapping (10 USC § 2671) requires that all hunting, fishing, and trapping on military installations follow Fish and Game laws of the state in which it is located, and be issued appropriate state licenses for these activities.
	Military Construction Authorization Act of 1975	The Military Construction Authorization Act of 1975 (10 USC § 2665) allows the proceeds from the sale of recyclable material to be credited to the installation to cover specified costs.
	National Environmental Policy Act of 1969	<p>The National Environmental Policy Act of 1969 (NEPA) (42 USC §§ 4321 et seq.) evolved over 10 years from the desire of Congress to have a cohesive statement of the national environmental policy. Agencies must assess, in detail, the potential environmental impact of any proposal for legislation or other major Federal action that has the potential for significantly affecting the quality of the human environment. The Act is intended to help public officials and citizens make decisions that are based on understanding of environmental consequences and take action that protects, restores, and enhances the environment.</p> <p>NEPA mandates that agencies use a “systematic, interdisciplinary approach” that integrates the natural and social sciences and environmental design. The courts have interpreted this mandate to be essentially “procedural,” that is, environmental impacts must be considered, but proposals with environmentally damaging consequences need not necessarily be rejected.</p> <p>The law requires a detailed statement of “significant” environmental impact of “major” Federal actions. An action may be significant in terms of geographical extent, long-term impact, potential risk, or because of its effect on heritage resources or endangered species. The process identifies reasonable alternatives to proposed actions that might have less or no environmental effect. Individual and cumulative impacts must be considered. A three-tiered approach is used to evaluate impacts: 1) The Environmental Assessment (EA) is the analysis to be completed when the government is uncertain as to whether an action will significantly affect the environment or the action is controversial. The result of an EA is either a Finding of No Significant Impact (FONSI) or a requirement to complete an Environmental Impact Statement (EIS); 2) The EIS is a full disclosure document that presents a full and unbiased discussion of significant impacts, informing the public and decision makers of reasonable alternatives to the proposed action; and 3) A Categorical Exclusion (CATEX) is used for actions which do not individually or cumulatively have a significant effect on the human environment and which have been found to have no such</p>

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		effect in procedures adopted by the Department of the Navy in implementation of Federal regulations and for which, therefore, neither an EA nor an EIS is required.
	National Historic Preservation Act of 1966	The National Historic Preservation Act of 1966 (PL 89-665; 16 USC §§ 470 et seq.) expanded the National Register of Historic Places, provided a list of significant historic and pre-historic sites and districts, and gave them formal protection. Section 106 requires that Federal agencies with direct or indirect jurisdiction over such properties identify them for the Federal Register. It further directs agencies to consider historic and archaeological resources during planning, and allows the Advisory Council on Historic Preservation, established by this Act, an opportunity to comment when a Federal undertaking could affect historic properties.
	National Trails Systems Act of 1968	National Trails Systems Act of 1968 (16 USC § 1271) promotes development of recreational, scenic, and historic trails for persons of diverse interest and abilities.
	Native American Graves Protection and Repatriation Act of 1990	The Native American Graves Protection and Repatriation Act of 1990 (NAGPRA) (PL 101-601; 25 USC §§ 3001 et seq.) provides requirements for treatment, determination of ownership, control of, and repatriation of human remains and cultural items on Federal or Tribal lands. The term "Indian Tribe" refers to any Tribe, band, nation, or other organized Indian group or community that is on the current list of recognized Indian Tribes published by the Bureau of Indian Affairs. "Human remains" refers to all Native American human remains.
	Noise Control Act of 1972	The Noise Control Act of 1972 (42 USC § 4901 et seq.) (as amended by the Quiet Communities Act) authorizes establishment of Federal noise emission standards for products distributed in commerce, and coordinates Federal research efforts in noise control.
	Noxious Plant Control Act	See Carson-Foley Act.
	Oil Pollution Act of 1990	The Oil Pollution Act of 1990 (OPA) (33 USC §§2701 et seq.) provides that the National Contingency Plan (NCP) include planning, rescue and minimization of damage to fish and wildlife in responding to oil pollution.
	Outdoor Recreation-Federal/State Program Act	The Outdoor Recreation-Federal/State Program Act (PL 88-29; 16 USC §§ 460(L) et seq.) provides for the management of lands used for outdoor recreation. Requires consultations with US National Park Service regarding management.
	Pollution Prevention Act of 1990	The Pollution Prevention Act of 1990 (PPA) (42 USC § 13101 et seq.) establishes the national policy that "pollution should be prevented or reduced at the source whenever feasible. Pollution that cannot be prevented should be recycled in an environmentally safe manner. Disposal or other release of pollutants into the environment should be employed only as a last resort and should be conducted in an environmentally sound manner."
	Porter-Cologne Water Quality Control Act	The Porter-Cologne Water Quality Control Act (California Water Code §§13000 et seq.) is the State's primary water law. It gives the State Water Resources Control Board (SWRCB) and the nine regional water quality control boards substantial authority to regulate water use.
	Program for Conservation and Rehabilitation of Natural Resources on Military Installations	The Program for Conservation and Rehabilitation of Natural Resources on Military Installations (PL 90-465; 16 USC §§ 670 et seq.) requires each military department to manage natural resources and to ensure that services are provided which are necessary for management of fish and wildlife resources on each installation; to provide their personnel with professional training in fish and wildlife management; and, to give priority to contracting work with Federal and State Agencies that have responsibility for conservation or management of fish and wildlife. This Program authorizes cooperative agreements (with States, local governments, non-governmental organizations, and individuals) which call for each party to provide matching funds or services to carry out natural resources projects/initiatives.

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	Resource Conservation and Recovery Act	The Resource Conservation and Recovery Act (RCRA) (42 USC §§ 6901 et seq.) establishes a comprehensive program which manages solid and hazardous waste. Subtitle C, Hazardous Waste Management, sets up a framework for managing hazardous waste from its initial generation to its final disposal. Waste pesticides are included under hazardous waste management requirements.
	Safe Drinking Water Act	The Safe Drinking Water Act (SDWA) (42 USC §§300(f) et seq.) prescribes treatment and distribution control strategies for abating contamination of drinking water and also requires the establishment of a permit program to regulate injection of liquids into underground strata. The SDWA provides for direct control of underground injection of fluids that may affect groundwater supplies. States may assume the predominant role in executing groundwater protection programs. The EPA had direct responsibility only if a State chooses not to participate in an underground injection control (UIC) program.
	Sikes Act (Fish and Wildlife Conservation and Military Reservations Act)	The Fish and Wildlife Conservation and Military Reservations Act (Sikes Act; 16 USC § 670) applies to any installation in the US with land or water suitable for conservation of fish and wildlife. It requires that fish and wildlife be part of and integrated into a multiple use program for managing natural resources. This includes a requirement to develop a cooperative management plan with State and Federal fish and wildlife conservation agencies. The law sets the guidelines for charging user fees and retaining the funds to benefit the activity such as improving habitat or restocking a fishpond. The Fish and Wildlife Conservation and Natural Resources Management Programs on Military Reservations amends the Sikes Act to require that trained professionals be used to integrate fish and wildlife into a balanced natural resource program.
	Sikes Act Improvement Act	The Sikes Act Improvement Act (SAIA) of 1997 (PL 105-85) now requires implementation of the Integrated Natural Resources Management Plan (INRMP), not simply its preparation. Additionally, the Navy Office of General Counsel (I & E) has determined that SAIA requirements for INRMP implementation necessitate the preparation of NEPA documentation prior to Plan approval. The preparation of an Environmental Assessment (EA) will suffice for most proposed installation INRMP's.
	Soil Conservation Act	The Soil Conservation Act (PL 74-46; 16 USC § 590A) provides for application of soil conservation practices on Federal lands. Requires Federal agencies to control and prevent soil erosion and preserve natural resources in managing Federal lands. Stream Alteration Controls The Department of Fish and Game's authority over the use of suction dredges (Fish and Game Code, § 5653), alterations of fish spawning areas (Fish and Game Code, § 1505), and alterations of stream beds in general (Fish and Game Code, §§ 1601 et seq.) are all useful tools for the protection of in-stream resources (but generally not for riparian vegetation outside of the stream or overflow areas).
	Stream Alteration Controls	The Department of Fish and Game's authority over the use of suction dredges (Fish and Game Code, § 5653), alterations of fish spawning areas (Fish and Game Code, § 1505), and alterations of stream beds in general (Fish and Game Code, §§ 1601 et seq.) are all useful tools for the protection of in-stream resources (but generally not for riparian vegetation outside of the stream or overflow areas).
	Wild and Scenic River Act	The Wild and Scenic River Act (PL 90-542; 16 USC § 1271-1287) requires identification and protection of any river or stream that qualifies under the act.
	Youth Conservation Corps Act	The Youth Conservation Corps Act of 1970, amended (PL 93-408, as amended; 16 USC § 1701-1706) expands and makes permanent a Youth Conservation Corps (YCC) program and establishes objectives for youth employment and conservation work on public lands.
2.4.2	Executive Orders (EO)	The following are executive orders that are relevant to Natural Resources.
	EO 11644 – Use of	This EO requires federal land managing agencies, including the Department of Defense, to

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	Off-Road Vehicles on the Public Lands (8 Feb 1972). Amended by EO 11989 and EO 12608.	issue regulations governing use of off-road vehicles on public lands. Regulations shall be designed to protect natural resources and protect safety of individuals involved. It clarifies agency authority to define zones of use by off-road vehicles on public lands and amends EO 11644 of 8 February 1972, by exempting fire, military, emergency, law enforcement, or combat/combat support vehicles.
	EO 11987 - Exotic Organisms	The Exotic Organisms EO requires Federal agencies to restrict the introduction of exotic species into the natural ecosystems on lands and waters owned or leased by the United States.
	EO 11988 – Floodplain Management	The Floodplain Management EO specifies that “Agencies shall encourage and provide appropriate guidance to applicants to evaluate the effects of their proposals in floodplains prior to submitting applications.” This order includes wetlands that are within the 100-year floodplain and especially discourages filling.
	EO 11990 – Protection of Wetlands	Requires federal agencies to avoid undertaking or providing assistance for new construction located in wetlands unless there is no practicable alternative, and all practicable measures to minimize harm to wetlands have been implemented.
	EO 11503 – Protection and Enhancement of the Cultural Environment	Protection and Enhancement of the Cultural Environment directs Federal agencies to take a leadership role in preserving, restoring, and maintaining the historic and cultural environment of the Nation. Federal agencies must locate, inventory, and nominate to the National Register all historic resources under their jurisdiction or control. Until these processes are completed, agency heads must exercise caution to ensure that potentially qualified Federal property is not inadvertently transferred, sold, demolished, or substantially altered. When planning projects, agencies are urged to request the opinion of the Secretary of the Interior as to the eligibility for National Register listing of properties whose resource value are questionable or have not been inventoried. Agencies are directed to institute procedures, in consultation with the President’s Advisory Council on Historic Preservation, to ensure that Federal plans and programs contribute to the preservation and enhancement of non-Federally owned historic resources. The Navy and Marine Corps achieve protection of National Register historic and Archaeological sources through implementation of the Historic and Archaeological Resources Protection (HARP) Plan. The plan facilitates compliance by providing management goals, priorities, and standard operating procedures for site protection.
	EO 11514 – Protection and Enhancement of Environmental Quality	Protection and Enhancement of Environmental Quality directs issuance of instructions and guidelines relative to preparation of environmental impacts. This order created the Council on Environmental Quality to oversee the implementation of NEPA, mediate disputes and develop environmental policy.
	EO 11991- Protection and Enhancement of Environmental Quality	Protection and Enhancement of Environmental Quality (EO 11991) amends EO 11514 to require Council on Environmental Quality to issue regulations to make environmental impact statements more effective.
	EO 11990 – Protection of Wetlands	Directs all federal agencies to “take action to minimize the destruction, loss, or degradation of wetlands, and to preserve and enhance the natural and beneficial values of wetlands.” This applies to acquisition, management, and disposal of federal lands and facilities; to construction of improvements undertaken, financed, or assisted by the federal government; and to the conduct of federal activities and programs which affect land use. Section 4 of the EO requires that when federally owned lands are leased and easement is assigned, or when disposed of to a non-federal party, a reference be included in the conveyance to identify any wetlands and indicate those uses which are restricted in such areas.
	EO 12088 – Federal	Provides that the head of each federal agency is responsible for compliance with

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	Compliance with Pollution Control Standards	“applicable pollution control standards,” defined as “the same substantive, procedural and other requirements that would apply to a private person.” Requires federal agencies to cooperate with the US EPA, States, and local agencies in the prevention, control and abatement of environmental pollution. Requires the EPA Administrator to provide technical advice and assistance to Executive agencies in order to ensure their cost effective and timely compliance with applicable pollution control standards. Provides that disputes between the US EPA and another federal agency regarding environmental violations shall be elevated to the Office of Management and Budget for resolution.
	EO 12780 – Federal Agency Recycling and the Council on Federal Agency Recycling and Procurement Policy	Requires federal agencies to promote cost-effective waste reduction and recycling of reusable materials, and to establish federal preferences for procurement of items made from recycled materials.
	EO 13423 – Strengthening Federal Environmental, Energy, and Transportation Management	The Executive Order requires each DoD component to adopt an EMS. An EMS is a formal management framework that provides a systematic way to review and improve operations, create awareness, and improve environmental performance. EO 13423 consolidates and strengthens the sustainable practices of the following existing EOs: 12780, 12088, 13101, 13123, 13134, 13148, 13149
	EO 13514 – Federal Leadership in Environmental, Energy, and Economic Performance	The Executive Order expands upon the energy reduction and environmental performance requirements of EO 13423. This executive order sets numerous Federal energy requirements in several areas, including: Accountability and Transparency; Strategic Sustainability Performance Planning; Greenhouse Gas Management; Sustainable Buildings and Communities; Water Efficiency; Electronic Products and Services; Fleet and Transportation Management; Pollution Prevention and Waste Reduction.
2.4.3	Federal Regulations – Code of Federal Regulations (CFR)	The Code of Federal Regulations (CFR) consists of 50 titles representing broad areas subject to Federal regulation. All general and permanent regulations published in the daily Federal Register by executive agencies and departments of the Federal government appear in the CFR, which is updated annually. For example, all regulations issued by the EPA under the subject heading “Protection of the Environment” are codified in Title 40 of the CFR.
	18 CFR 1312	Archaeological Resource Protection Act Regulations
	32 CFR 172	(DoD Instruction 7310.1) DoD Regulations for the Disposition of Proceeds from Sales of Surplus Property
	22 CFR 190	Natural Resources Management Program
	33 CFR 330	Dredge and Fill Nationwide Permit Program
	36 CFR 800	National Historic Preservation Act (NHPA) Regulations for the Protection of Historic Properties
	40 CFR 6	EPA Regulations on Implementation of National Environmental Policy Act Procedures
	40 CFR 50	Environmental Protection Agency Regulations on National Primary and Secondary Ambient Air Quality Standards.
	32 CFR 188	Environmental Effects in the United States of DoD Actions.
	32 CFR 775	Procedures for Implementing the National Environmental Policy Act Dept. of the Navy policy to supplement DoD regulations (32 CFR 214) by providing policy and assigning responsibilities to the Navy and Marine Corps for implementing CEQ regulations and implementing NEPA.
	36 CFR 60	National Register of Historic Places
	36 CFR 65	National Historic Landmarks Program
	40 CFR 1500	Council on Environmental Quality Regulations. Defines the methods of implementing the

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		National Environmental Policy Act (NEPA)
	50 CFR 10.13	List of Migratory Birds
	50 CFR 17.11 and 17.12	Fish and Wildlife Service List of Endangered and Threatened Wildlife
	50 CFR 402	Interagency Cooperation – Endangered Species Act of 1973
	43 CFR 7	Archaeological Resources Protection Act of 1979; Uniform Regulations.
2.4.4	Department of Defense Directives and Instructions	The following are DoD Directives and Instructions.
	DoD Directive 4700.1 of 6 November 1978	Natural Resources Conservation and Management (NOTAL). Provides for management of renewable natural resources on military lands.
	DoD Directive 4001.1 of 4 September 1986	Installation Management (NOTAL)
	DoD Directive 4140.1 of 4 January 1993	Material Management Policy (NOTAL)
	DoD Directive 4165.57 of 8 November 1977	Air Installations Compatible Use Zones (NOTAL)
	DoD Directive 4165.60 of 4 October 1976	Solid Waste Management – Collection, Disposal, Resource Recovery, and Recycling Program (NOTAL)
	DoD Directive 4700.2 of 15 July 1988	Secretary of Defense Award for Natural Resources and Environmental Management (NOTAL)
	DoD Directive 4710.1 of 21 June 1984	Archaeological and Historic Resources Management. Establishes policies, procedures, and assigns responsibilities for the management of archaeological and historic resources located in and on waters and lands under DoD control. This Directive implements these guidelines consistent with Federal law, Executive Orders, and other DoD directives that deal with archaeological and historic preservation issues.
	DoD Directive 6050.1 of 1979	Environmental Effects in the US of DoD actions.
	DoD Directive 4751.DD-R of April 1996	Draft integrated natural resources management in the Department of Defense.
	DoD Directive 6050.2 of 19 April 1979, as amended	Use of Off-Road Vehicles on DoD Lands. Provides policy for use of off-road vehicles on DoD lands.
	DoD Directive 4150.7 of 24 October 1983	DoD Pest Management Program (NOTAL)
	DoD Instruction 5000.13 of 13 December 1976	Natural Resources – the Secretary of Defense Natural Resource Conservation Award (NOTAL). Delineates procedures for participating in completion for Secretary of Defense Conservation Award.
2.4.5	Department of the Navy Manuals and Instructions	The following are manuals and instructions issued by the Department of the Navy.
	NAVFAC P-73	Real Estate Manual P-73. This manual sets forth the authority of the Commander, Naval Facilities Engineering Command (NAVFACENGCOCOM), for outgrant of Navy controlled real property. Responsibility for administration, management, and utilization of Navy real

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		property lies with the Commanding Officer, and his superiors, of the installation to whose plant account the property belongs. NAVFACENGCOM does not have general responsibility for management of Navy real property, except for lands of installations under its command. However, NAVFACENGCOM has a technical responsibility for real estate action on lands which have been determined temporarily or partially excess.
	NAVFACINST 6250.3H	Applied Biology Program Services and Training. Requires the use of an integrated pest management approach to minimize the use of herbicides.
	NAVFACINST 11012.111A	Land Use Conservation Planning
	NAVFACINST MO-100.4	Guidance on Special Interest Areas
	OPNAVINST 5090.1C	Department of the Navy Environmental and Natural Resources Procedural Manual
	OPNAVINST 5090.1D Ch. 24	Natural Resources Management. Describes requirements, guidelines, and standards for conserving natural resources on Navy lands. Summarizes the natural resources management (NRM) program to include management of waters, forests, fish and wildlife, and outdoor recreation.
	OPNAVINST 6250.4A	Pest Management Programs. Requires Navy and Marine Corps to have a comprehensive Pest Management Plan. Discusses the need to control pest outbreaks which affect the military mission, damage property, or impact the welfare of people.
	SECNAVINST 6240.6E	Implementation of DoD directives under DoD Instruction 4700.4.
2.4.6	Invoicing Procedures	Invoicing procedures are identified in each Task Order.
2.5	Government-Furnished Property, Materials and Services	In accordance with NAVFAC Clause 5252.245-9300, GOVERNMENT-FURNISHED PROPERTY, MATERIALS AND SERVICES (FEB 2009), the Government may furnish or make available to the Contractor certain Government-owned facilities, utilities, materials, and equipment for use in connection with this contract.
2.5.1	Government-Furnished Facilities (GFF)	The Government may furnish or make available to the Contractor any facilities.
2.5.2	Government-Furnished Utilities	The Government may furnish utility services as specified in NAVFAC 5252.245-9300, GOVERNMENT FURNISHED PROPERTY, MATERIALS AND SERVICES. The Contractor shall obtain a digging permit from the appropriate installation official prior to any excavation that may impact utility systems.
2.5.3	Government-Furnished Materials (GFM)	Upon award of task order, the Government may furnish or make available to the Contractor material, when such material exists, for review purposes only. These include pertinent existing aerial photographs, maps, studies, plans, surveys, reports and photographs. The Government shall provide a list of all information available for review with each task order. The Government will indicate the location and access to review material in each task order. Review materials generally are located at NAVFAC SW or the installation.
2.5.4	Government-Furnished Equipment (GFE)	The Government may furnish or make available to the Contractor any tools and equipment.
2.5.5	Availability of Utilities	The Government will furnish utility services as specified in NAVFAC 5252.245-9300, "GOVERNMENT FURNISHED PROPERTY, MATERIALS AND SERVICES (FEB 2009) clause, Section I. The Government may furnish water to the contractor at existing outlets for use in the performance of work required under this contract.
2.6	Contractor-Furnished Items	Except for items identified as Government Furnished, the Contractor shall provide all equipment, materials, parts, supplies, components, facilities, incidental engineering, transportation, lodging/subsistence and services to perform the requirements of this

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		contract. The KO may inspect Contractor-furnished items for adequacy and compliance with contract requirements. Inadequate or unsafe items shall be removed and replaced by the Contractor at no cost to the Government. Materials containing asbestos, lead, and PCB's shall not be brought on site. The KO may at any time require samples, Material Safety Data Sheets (MSDS), manufacturer's data cut sheets of materials used in this contract.
2.7	Product Ownership	All materials resulting from this contract including documents, data forms, reports, maps, photographs, electronic data and presentation graphics are the exclusive property of the U.S. Government. These data will not be used in whole or in part in any professional, scientific or non-scientific report, paper, or note, published or unpublished, or be part of any technical or non-technical presentation without prior written authorization from the KO.
	ons	<p>Authorship of any publication arising from this research shall be determined by a joint consultation between the Government and the Contractor. In particular, the Contractor shall acknowledge support of the Department of the Navy in any publications or publicly distributed reports.</p> <p>The Government retains the right, prior to publication, to review and approve all manuscripts using data obtained as a result of this contract. Such review and approval are necessary to ensure that national security is not breached, support of the military operational requirement is accomplished and that proper reference to this Navy contract has been accomplished. Such review and approval shall be limited to 45 days from NAVFAC SW receipt of the request provided by the Contractor via the COR.</p>
	Data, Field Notes, Field Specimens and Products	<p>The Department of the Navy retains ownership of all data and products. The Department of the Navy also retains the right to publication of this research should the Contractor fail to do so within three years of competing the research. The Department of the Navy also retains the right to publish any re-analysis of the data. However, the Contractor may retain copies of all data and products for scholarly and educational purposes.</p> <p>All field specimens, raw data and field notes collected by the Contractor for use in this contracted work shall remain the property of the Contractor. As applicable to each task order, the U.S. Government shall be supplied with a set of voucher specimens, a copy of the raw data and copies of all field notes.</p>
2.8	Management	The Contractor shall manage the total work effort associated with the services required herein to meet the performance objectives and standards. Such management includes but is not limited to planning, scheduling, inventory, analysis, cost accounting, report preparation, establishing and maintaining records, quality control and meeting professional industry standards for natural resources work. The Contractor shall provide staffs with the necessary management expertise to assure performance objectives and standards are met.
2.8.1	Work Control	The Contractor shall implement all necessary work control procedures to ensure timely accomplishment of work requirements, as well as to permit tracking and reporting of work in progress. The Contractor shall plan and schedule work to assure material, labor, and equipment are available to complete work requirements within the specified time limits and in conformance with the quality standards established herein. Scheduling and Progress Reports shall be provided as specified in each task order.
2.8.2	Work Schedule	The Contractor's work shall not interfere with normal Government business. In cases where some interference is unavoidable, the Contractor shall minimize the impact and effects of the interferences. The Contractor shall provide advance access of all of its work schedules to the Government. The Contractor shall notify the KO of any difficulty in scheduling work due to Government controls.

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2.8.3	Frequency of Service	<p>Unless otherwise noted, services designated with the following frequencies shall be performed at intervals specified:</p> <p>a. <u>Annual (A)</u>. Services performed once during each 12 month period of the contract at intervals of 335 to 395 days.</p> <p>b. <u>Semi-Annual (SA)</u>. Services performed twice during each 12 month period of the contract at intervals of 160 to 200 calendar days.</p> <p>c. <u>Biennial (BA)</u>. Services performed once every 2 years on a date or during the month specified.</p> <p>d. <u>Quarterly (Q)</u>. Services performed 4 times during each 12 month period of the contract at intervals of 80 to 100 calendar days.</p> <p>e. <u>Monthly (M)</u>. Services performed 12 times during each 12 month period of the contract at intervals of 28 to 31 calendar days.</p> <p>f. <u>Bimonthly (BM)</u>. Services performed 6 times during each 12 month period of the contract at intervals of 58 to 63 days.</p> <p>g. <u>Weekly (W)</u>. Services performed 52 times during each 12 month period of the contract at intervals of 6 to 8 days.</p> <p>h. <u>Biweekly (BW)</u>. Services performed 26 times during each 12 month period of the contract at intervals of 13 to 15 days.</p> <p>i. <u>Daily (D)</u>. Services performed 261 times during each 12 month period of the contract, once each day, Monday through Friday, including holidays unless otherwise noted.</p>
2.8.4	Deliverables	Records and reports are specified in Annex 18 and listed as deliverables in the individual task order. The Contractor shall submit accurate and complete documents within the required timeframes as specified in in the individual task orders.
2.8.5	Corporate Quality Control Program	<p>The Contractor shall establish and maintain a complete Corporate Quality Control (QC) program in accordance with FAR Clause 52.246-4, INSPECTION OF SERVICES – FIXED PRICE, to ensure that the work performed conforms to the contract requirements. The Contractor’s QC program shall provide an effective and efficient means of identifying and correcting problems throughout the entire scope of operations. The Contractor's QC program shall address:</p> <p>a. Accurate documentation of work processes, procedures, and output measures.</p> <p>b. A systematic procedure for assessing compliance with performance objectives and standards.</p> <p>c. Accurate documentation of quality inspections and surveillance conducted throughout the execution of work.</p> <p>d. Assessment-driven corrective actions and process adjustments as appropriate in a timely manner.</p>
2.8.5.1	Corporate Quality Control (QC) Plan	The Contractor shall submit a written description of their Corporate QC to the Contracting Officer (via the NTR) for review within 15 calendar days after award of the contract. The QC Plan shall describe the Quality Control methodology and approaches used under this contract. If any changes are made during the period of performance, submit to the KO a revised QM Plan for acceptance.

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		<p>The Contractor’s QC Plan shall include, at a minimum, the following:</p> <ul style="list-style-type: none"> <li>• Policy and objectives of Corporate Quality Control (QC) Program</li> <li>• Quality Organization                             <ul style="list-style-type: none"> <li>o List of personnel</li> <li>o Responsibilities &amp; lines of authority</li> <li>o Training and qualifications</li> </ul> </li> <li>• Approach to assuring quality of services provided and conformance with performance objectives and standards</li> <li>• Methods and procedures for effective planning, operation and control of processes and performance of work                             <ul style="list-style-type: none"> <li>• Procedures for inspection and surveillance of services                                     <ul style="list-style-type: none"> <li>o Scheduling and performance of inspection and surveillance</li> <li>o Measurement, data collection and analysis</li> <li>o Corrective action, preventive action, and continuous improvement</li> <li>o Oversight of subcontracted work</li> </ul> </li> </ul> </li> <li>• Documentation and records management</li> </ul> <p>Communication with government (customers)&gt;&gt;</p>
2.8.5.2	Quality Inspection and Surveillance	<p>The Contractor shall establish and maintain an inspection and surveillance system in accordance with the FAR Clause 52.246-4, INSPECTION OF SERVICES – FIXED PRICE, to ensure that the work performed conforms to the contract requirements. The Contractor shall document and maintain a file of all scheduled and performed inspections and surveillances, inspection and surveillance results, and dates and details of corrective and preventive actions. The quality inspection and surveillance file shall be the property of the Government and made available during the Government’s regular working hours. The file shall be turned over to the KO within five calendar days of completion of the contract.</p>
2.9	Personnel Requirements	<p>The Contractor shall furnish sufficient personnel to perform all work specified within the Contract and the Contractor shall comply with the personnel requirements stated below.</p>
2.9.1	Key Personnel	<p>The Contractor shall submit a resume of its key personnel. The minimum qualifications for education and experience are set forth below. Key personnel shall be employees of the prime contractor unless otherwise specified. The Contracting Officer or their Representative may request documentation of project team members’ qualifications, education, and training at a later time.</p>
2.9.1.1	Procurement/Contracts Manager	<p>The Prime Contractor shall assign a procurement/contracts manager for this contract, who shall be in charge of:</p> <ul style="list-style-type: none"> <li>• Overseeing the procurement of all task orders issued under this contract</li> <li>• Managing all financial issues in interactions with the Government and any subcontractors</li> </ul> <p>Serving as the primary point of contact for Navy Contract Specialists for administration of the basic contract and task orders.</p> <p>Procurement/contracts manager shall meet the following requirements:</p> <p>An undergraduate degree with a degree in business, administration, or related subject or three (3) years’ experience in the field of procurement/contracts.</p>
2.9.1.2	<b>Project Manager (PM) /Supervisory Resource Specialist</b>	<p>For each task order, the Contractor shall assign a PM. The PM must have relevant experience at a comparable level of responsibility in projects of similar size, scope and complexity. The PM or alternate shall have full authority to act for the Contractor on all contract matters relating to this contract.</p> <p>The Prime Contractor shall assign a project manager for each task order, who shall be in charge of:</p> <p>Overall management of the task order.</p>

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		<p>Ensuring compliance with all applicable Federal, State, Local, DoD, and Navy regulations and policy, as well as the contract terms and conditions</p> <p>Assigning personnel consistent with task order requirements</p> <p>Insuring that elements of task order plans can be implemented within schedule and within budget</p> <p>Complying with safety requirements</p> <p><u>Project Manager shall meet the following requirements:</u></p> <p><b>EITHER:</b></p> <p>(A) A Bachelor's degree with an emphasis in wildlife biology, ecology, botany, or a related <b>natural science or engineering</b></p> <p>Five (5) years of experience managing large task order contracts involving multiple concurrent projects at multiple locations</p> <p>Three (3) years as a senior manager working with habitat restoration and/or natural resource management</p> <p>OR</p> <p>(B) Ten (10) years of experience managing large contracts with five (5) of those years as a senior manager on habitat restoration task orders or contracts if an appropriate Bachelor's degree has not been obtained.</p>
2.9.1.3	Quality Control Manager (QCM)	<p>The Contractor shall provide a QCM who shall have full authority and responsibility for assuring performance objectives and standards identified in this contract are met. The Prime Contractor shall assign a quality control manager for each task order, who shall be in charge of:</p> <p>Development, implementation and enforcement of a quality control program</p> <p>Assuring that the performance objectives and standards identified in the task order are met.</p> <p><u>Quality Control Manager shall meet the following requirements:</u></p> <p>Quality implementation/oversight as a supervisor, manager or quality control officer, or Certification by American Society for Quality as a Certified Quality Auditor (CQA), Certified Quality Manager (CQ Mgr), Manager of Quality/Organizational Excellence (CMQ/OE), or Six Sigma Green or Black Belt; or Documented training in auditing of Quality Systems such as ISO9000. This may be substituted by a Bachelor's degree with an emphasis in wildlife biology, ecology, botany or a related science, and at least five (5) years of experience as a Quality Control Manager of projects of similar type and effort as those identified in this contract.</p> <p>One (1) year of documented experience in projects similar to the task orders expected for this contract.</p>
2.9.2	Non-Key Personnel	<p>Non-key Personnel Experience and Qualifications of those to be assigned to projects by the Prime Contractor and Key Subcontractor(s), including, but not limited to: (a) GIS/GPS data collection, management, and analysis; (b) exotic pest plant eradication; (c) biological monitoring; (d) vegetation monitoring, surveying seed collection, and restoration; and other components critical to successful execution of the work. Non-key personnel may be prime or subcontractor personnel.</p> <p>Non-key Personnel collectively meet the following minimum contract qualifications.</p> <p>a). <u>Geographic Information System (GIS) and Global Positioning System (GPS) data collection, management and analysis</u> - GIS/GPS personnel with at least:</p> <p>Five (5) years of experience in natural resource analysis and programming using</p>

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		<p>ARC/GIS, AutoCAD, DBase, and SQL software</p> <p>Four (4) years of experience using GPS software, including Trimble Pathfinder, ESRI ArcPad, or similar products. Ability to demonstrate a high level of proficiency in complex GIS analysis and provide examples from previous projects.</p> <p>Two (2) years of experience and competency in interpreting a photographic map, operating GPS under a broad range of biological field situations and appropriate technical requirements.</p> <p>Proficient use of ARC/GIS and ERDAS, and ability to import data, clean up topology, attribute data and generate map compositions.</p> <p>b) <u>Exotic Pest Plant Abatement</u> - Management personnel with at least:</p> <p>Five (5) years of experience working with exotic pest plant treatment in wildland areas where sensitive habitats, rare species and/or wetlands are present in or near the treatment area.</p> <p>One (1) year of experience managing these projects and associated work crews.</p> <p>A qualified pesticide applicator's license and pest control advisor's license.</p> <p>Two (2) years of experience successfully conducting research that resolved exotic pest plant challenges.</p> <p>Field personnel with at least:</p> <p>Three (3) years experience working with exotic pest plant treatment in wildland areas where sensitive habitats, rare species and/or wetlands are present in or near the treatment area and a qualified pesticide applicator's license.</p> <p>c) <u>Biological Monitoring</u> - Monitoring personnel with at least:</p> <p>A Bachelor's degree with an emphasis in wildlife biology, ecology, botany or a related science.</p> <p>Five (5) years of experience conducting surveys for threatened or endangered species or rare habitat that have the potential to occur within the project areas. (Appropriate experience may include a combination of previous field surveys and identification in project habitats, formal university or equivalent classroom study and possession of or familiarity with appropriate reference material.)</p>
		<p>d). <u>Planting, Seeding, Erosion Control</u> - Seed collection, storage, plant propagation, plant salvage, container planting, seeding, and erosion control personnel with at least:</p> <p>A Bachelor's degree with an emphasis in wildlife biology, ecology, botany or a related science.</p> <p>Three (3) years of local experience in identifying plants and vegetation communities within the regions where work will occur.</p> <p>Experience conducting native plantings for at least three (3) projects occurring within the vegetation communities covered by this contract.</p> <p>Has or is able to obtain (in a timely manner) the required permits to collect any threatened or endangered plant species needing to be salvaged during a project.</p> <p>Documented experience collecting and germinating ten (10) species of native plants within the vegetation communities covered by this contract, having met the standard percent purity and germination standards for those species.</p> <p>Experience planning and implementing a minimum of five (5) restoration or erosion control projects within the vegetation communities covered by this contract, three (3) of which have met or exceeded the final (e.g. third year) success criteria.</p> <p>Supervisory personnel (who must be on-site for plantings) with: Documented experience on projects where plant survival was at least 60% six months after planting and the project involved the planting of at least 200 plants.</p>
2.9.2.1	Site Safety and Health Officer (SSHO)	The Contractor shall provide a SSHO whose primary duty and responsibility is to prepare and enforce the Contractor's safety program on this contract. The SSHO shall have

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		<p>fulfilled the following pre-requisite training and experiences before being hired as the SSHO under this contract:</p> <p>The SSHO shall have completed five years of satisfactory experience in preparing and enforcing safety programs on contracts of similar size and complexity in the past, and have completed the OSHA 30-hour construction safety class or equivalent within the last five years and an average of at least 24 hours of safety training per year for the past five years. The SSHO shall not be the same person as the project manager or the site superintendent.</p>
2.9.3	Employee Requirements	The Contractor shall provide experienced, qualified, and capable personnel to perform the work in this contract. Specific qualifications are required in performing work under particular Spec Items. Personnel shall also be fully knowledgeable of all safety and environmental requirements associated with the work they perform. Personnel shall speak, read, and comprehend English to the extent that they can read and understand printed regulations, detailed written orders, operating procedures, pesticide instructions, training instructions and materials while performing the contract requirements and complying with installation emergency procedures.
2.9.3.1	Employee Appearance	The Contractor shall ensure that all employees present a professional appearance that is appropriate for their position. The KO reserves the right to determine the acceptability of any clothing worn. Employee identification shall not be substituted for station required passes or badges.
2.9.3.2	Employee Conduct	Contractor employees shall conduct themselves in a proper, efficient, courteous and businesslike manner.
2.9.3.3	Identification of Contractor Employee	Contractor employees shall identify themselves as Contractor personnel by introducing themselves or being introduced as Contractor personnel and displaying distinguishing badges or other visible identification for meetings with Government personnel. All Contractor employees shall appropriately identify themselves as contractor employees in telephone conversations and in formal and informal written correspondence.
2.9.3.4	Removal of Employees	The Contractor shall remove from the site any individual whose continued employment is deemed by the KO to be contrary to the public interest or inconsistent with the best interests of National Security.
2.9.3.5	Proof of Legal Residency	No employee or representative of the Contractor will be admitted to the site of work unless satisfactory proof of citizenship is furnished, or, if an alien, legal residency within the United States is confirmed.
2.10	Security Requirements	The Contractor shall comply with all federal, state, and local security statutes, regulations, and requirements. The Contractor shall become acquainted with and comply with all Government regulations as posted, or as requested by the KO when required to enter a Government site. The Contractor shall ensure that all security/entrance clearances and badges are obtained.
2.10.1	Employee Listing	The Contractor shall maintain and provide upon request a current listing of employees. The list shall include employee's name, social security number, and level of security clearance.
2.10.2	Vehicles	The company name shall be displayed on each of the Contractor's vehicles in a manner and size that is clearly visible. All vehicles shall display a valid state license plate that complies with State Vehicle Code and, if required, a DoD decal. Vehicles shall meet all other requirements of the State Vehicle Code, such as safety standards, and shall carry proof of insurance and state registration, if applicable.
2.10.3	Passes and Badges	All Contractor employees shall obtain the required employee and vehicle passes. The Contractor employees must be able to obtain these in accordance with security requirements at the project location. Each employee shall wear the Government issued badge over the front of the outer clothing.

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2.10.4	Access to Installation	<p>All Contractor personnel shall obtain access to the installation by participating in the Navy Commercial Access Control System (NCACS), or by obtaining 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.</p> <p>The Contractor shall Furnish a completed EMPLOYMENT ELIGIBILITY VERIFICATION (DHS FORM I-9) form for all personnel requesting badges. This form is available at <a href="http://www.uscis.gov/portal/site/uscis">http://www.uscis.gov/portal/site/uscis</a> by searching or selecting Employment Verification (Form I-9). Immediately report instances of lost or stolen badges to the Contracting Officer.</p>
2.10.4.1	NCACS Program	<p>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.</p> <p>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).</p> <p>Information on costs and requirements to participate and enroll in NCACS is available at <a href="http://www.rapidgate.com/vendors/how-to-enroll">http://www.rapidgate.com/vendors/how-to-enroll</a> 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.</p>
2.10.4.2	One-Day Passes	<p>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.</p>
2.10.5	Access to Work Areas	<p>The Contractor shall make all arrangements through the appropriate office necessary to obtain access to buildings, facilities and other work areas, and when necessary, arrange for them to be opened and closed by the controlling authority. The Government may issue keys to the Contractor. The Contractor shall use due diligence and be responsible for compromised security systems to include replacement costs that result from its action or inaction.</p>
2.10.6	Access to Buildings	<p>The Contractor shall comply with security requirements, plus those imposed by the installation Commander at all times. Personnel with access to special areas will have the appropriate screening and/or security clearance, and personnel requiring routine access to restricted areas will wear special badges authorizing access for those areas. Contractor personnel shall not enter restricted or controlled areas or installation facilities unless specifically authorized in performance of their duties. The Contractor shall secure all buildings and facilities entered during non-duty hours and will secure all building and facilities under the Contractor's cognizance at the end of each work day or shift period.</p>

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2.10.7	Access Arrangements	The Contractor shall make all arrangements necessary to obtain access to buildings, facilities and other work areas, and when necessary, arrange for them to be opened and closed by the controlling authority.
2.10.8	Security Clearances	The Contractor shall obtain all required corporate and personnel Security Clearances prior to commencement of work. The Contractor shall ensure that a list of all personnel with Security Clearances is maintained current, including clearances that are pending.
2.10.9	Station Stipulations and Regulations	The Contractor must comply with all station security rules, regulations, requirements, and day-to-day operational changes. The Contractor is subject to all stipulations in each task order. It is the Contractor's responsibility to obtain all security/entrance clearance including badges.
2.11	Contractor Safety Program	<p>The Contractor shall develop and implement a Safety Program detailing how the Contractor plans, staffs, performs, and controls all safety practices while delivering best value services to the Government without any accidents or mishaps. The Contractor's safety program shall comply with all safety standards identified in the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1 and Public Law 91-596, Occupational Safety and Health Act.</p> <p>After contract award, the Contractor will submit a current Corporate Health and Safety Plan to the Contracting Officer for review by the Government for use as the Health and Safety Program Plan. Task order specifications for the Accident Prevention Plan (APP) will be generated from the UFGS-01 35 29.13 (January 2008 or latest version), and the USACE EM 385-1-1 of 15 Sep 2008, or latest edition.</p> <p><a href="http://www.usace.army.mil/SafetyandOccupationalHealth/SafetyandHealthRequirementsManual.aspx">http://www.usace.army.mil/SafetyandOccupationalHealth/SafetyandHealthRequirementsManual.aspx</a></p>
2.11.1	Accident Prevention Plan (APP)	<p>The Contractor shall develop and implement a site Accident Prevention Plan (APP). The APP shall be prepared by a qualified person and shall be followed by all Contractor employees, subcontractors, and vendors at each service site.</p> <p>The APP shall be prepared in accordance with the format and requirements of USACE EM 385-1-1 and as specified in the contract Task Order. Minimum requirements are outlined in USACE EM 385-1-1, Appendix A, "Minimum Basic Outline for APP". The APP shall be job-specific and shall address any unusual or unique aspects of the project or activity as described in the contract Task Order. The APP shall interface with the Contractor's Corporate Health and Safety Plan. The Contractor shall submit a draft APP for Government review and comment as required by each Task Order. All Government comments, additions or revisions shall be incorporated into the final APP. 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 for inspecting subcontractor operations to ensure that accident prevention responsibilities are being carried out. The APP shall be signed by the qualified person preparing the APP, the designated site safety and health officer and designated Certified Safety Professional (CSP) and/or Corporate Industrial Hygienist (CIH).</p> <p>The Contractor shall submit an APP for acceptance per task order requirements. The Contractor shall review, update, and submit revisions to the APP whenever a change in work conditions, hazards, or activities occur. Submittal of the APP shall include Activity</p>

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		Hazard Analyses (AHAs) as specified below.
2.11.2	Activity Hazard Analysis (AHA)	<p>The Contractor shall prepare Activity Hazard Analyses (AHAs) for all applicable common recurring work activities performed under this contract. AHAs for recurring work shall be submitted with the APP and shall be updated as work activities or conditions change and additional AHAs prepared as new work activities are required. AHAs for non-recurring and one-time (e.g., IDIQ task orders) work occurrences shall be submitted at least two working days prior to start of work. Specifically:</p> <p style="padding-left: 40px;">For combination FFP/IDIQ contracts, the Contractor shall submit an AHA on task orders, with the associated proposal, whenever the service environment or required task is different from the firm-fixed-priced services.</p> <p>AHAs shall follow format of Figure 1-2 of EM 385-1-1 and shall explain the following as detailed in the EM 385-1-1:</p> <ul style="list-style-type: none"> <li>The steps of the service process;</li> <li>Identify potential hazards that exist as a result of the Contractor's service process within the environment;</li> <li>Measures or plans of actions to safely remove potential hazards away from people in and around the service process and environment;</li> <li>Specific materials and equipment necessary to safely remove potential hazards away from people in and around the service process and environment;</li> <li>Inspection requirements to assure service activity is safe; and</li> <li>Training of service personnel to be aware of potential hazards and measures or plans of actions to be used to remove hazards from service environment.</li> </ul> <p>During performance of services, the SSHO shall periodically review the AHA at each service site and for each sub-annex to assess the effectiveness of the Contractor's overall APP. If changes to the AHAs are required, such changes shall be submitted to the KO for review and acceptance.</p>
2.11.3	Monthly Exposure Report (MERs)	To comply with the Unified Facilities Guide Specification (UFGS) for Safety and Health (currently 01 35 26, February 2012), contractors are required each time, when requesting for payment voucher, to submit with it the following: (a) Contractor Safety Self-Evaluation checklist, (b) Monthly Exposure Report to include project work hours. Work hours include all hours on the project where an employee is in an on duty pay status.
2.11.4	OSHA Citations and Violations	The Contractor shall correct violations and citations promptly and provide a copy of each OSHA citation and OSHA report with written OSHA Citations and Violations Corrective Action Report to the KO within 48 hours after receiving a citation.
2.11.5	Safety Inspections and Monitoring	<p>The Contractor shall conduct inspections of its work areas, job sites, and work crews every day work is being performed to ensure that all Contractor operations are being conducted safely. These inspections shall ensure:</p> <ul style="list-style-type: none"> <li>The site is safe and free of job-site hazards</li> <li>Proper Personal Protective Equipment (PPE) is being utilized and worn.</li> <li>Safe work practices and processes are being followed.</li> <li>Workers are familiar with the hazards covered in the respective AHA for that work activity.</li> <li>All equipment and tools are in good condition and being used safely.</li> </ul> <p>The Government reserves the right to inspect and monitor Contractor operations for safety compliance. In general, the Government approach will be to conduct Performance Assessment on the quality and effectiveness of the Contractor's safety program. The Government reserves the right to stop any work activity when it deems danger is imminent.</p>

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		<p>Contractor personnel shall work in a safe manner and comply with all applicable safety regulations. The Contractor shall be subject to safety inspections of its work sites by the Government. Contractor safety records shall be available to the KO upon request.</p> <p>Whenever the KO becomes aware of any safety noncompliance or any condition which poses a serious or imminent danger or hazard to the health or safety of the public or Government Personnel, the KO will notify the Contractor orally, with written confirmation, and request immediate corrective action. This notice, when delivered to the Contractor's representative or SSHO, shall be deemed sufficient notice of noncompliance and that corrective action is required. After receiving this notice, the Contractor shall immediately take corrective action. If the Contractor fails, delays, or refuses to promptly take corrective action, the KO may issue a stop work order for all or part of the services or work until satisfactory corrective action has been taken. Whenever such a stop work order has been issued, the Contractor shall waive all equitable adjustments to the contract related to the stop work ordered issued. The Contractor shall include this requirement in all of its subcontracts and vendor contracts in support of contract safety.</p>
2.11.6	Safety Certification	The Contractor shall submit copies of all the required Federal, state, county, city, and industry safety related Safety Certifications for work performed under individual task orders. These certifications shall be kept up to date by the Contractor. The Contractor shall submit new versions of certifications as the old certifications expire. No work, that requires a certification, shall start without a valid and approved certification.
2.11.7	Safety Apparel on Jobsites	The Contractor personnel shall wear appropriate high-visibility safety apparel (garment, vest, or harness of retro-reflective and fluorescent material) meeting ANSI/ISEA 107-2004 requirements. Appropriate garment shall be based on the worker hazards and tasks, complexity of the work environment or background, and vehicular traffic and speed. As a minimum, the Contractor personnel shall wear ANSI/ISEA 107-2004 Class I compliant apparel.
2.12	Environmental Management and Sustainability	<p>The Contractor shall perform work under this contract consistent with the following Environmental Management System (EMS) goals and policy.</p> <p>Goals:</p> <ul style="list-style-type: none"> <li>Reduce purchase and use of toxic and hazardous materials;</li> <li>Expand purchase of green products and services; increase recycling;</li> <li>Reduce energy and water use;</li> <li>Increase use of alternative fuels and renewable energy;</li> <li>Integrate green building concepts in major renovations and new construction;</li> <li>Prevent pollution at the source; and</li> <li>Continual improvement.</li> </ul> <p>Policy:</p> <ul style="list-style-type: none"> <li>Protect public health and the environment by being an environmentally responsible member of the community;</li> <li>Preserve our natural, historic and cultural resources;</li> <li>Conserve natural resources by reducing what we discard, reusing items, and recycling materials, which includes purchasing products made from recycled materials;</li> <li>Integrate sound environmental practices into all our operations and business decisions; Integrate environmental protection requirements and pollution prevention initiatives into the early planning, design and procurement of facilities, equipment and material, as well as the planning and implementation of military training activities;</li> <li>Prevent or minimize pollution at its source as we seek out ways to eliminate or further minimize use of hazardous materials and generation of hazardous waste;</li> <li>Maintain a sound partnership with regulatory agencies to sustain our compliance with existing and new environmental laws and regulations;</li> </ul>

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		<p>Enhance our program as we develop and implement an Environmental Management System; and</p> <p>Adhere to this policy, remind one another to do so, and ensure that our entire community knows this is our policy by our actions as well as our words.</p> <p>The Contractor shall maintain monitoring and measurement information to address the EMS goals and policy and provide the EMS Goals and Policy Measurement Information to the KO when requested. In the event an EMS nonconformance or environmental noncompliance associated with the contracted services, tasks, or actions occurs, the Contractor shall take corrective and/or preventative actions, assume legal and financial liability for the noncompliance, and take corrective action immediately to remedy the noncompliance. The Contractor shall ensure that its employees are aware of their roles and responsibilities under the EMS and how these EMS roles and responsibilities affect work performed under the contract.</p>
2.12.1	Energy Efficient Products	The Contractor shall use life-cycle cost analysis in making decisions about investments in products, services, construction and other projects to lower Federal Government's costs and reduce energy consumption. The Contractor shall elect lifecycle cost effective Energy Star and other energy-efficient products when acquiring energy-using products. For product groups where Energy Star labels are not yet available, select products that are in upper 25 percent of energy efficiency as designated by the Federal Energy Management Program. Use of high energy consuming tools or equipment is subject to approval by the KO prior to use.
2.12.2	Environmental Protection	The Contractor shall comply with all applicable Federal, state, and local laws, regulations, and standards. All environmental protection matters shall be coordinated with the KO. Inspection of any of the facilities operated by the Contractor may be accomplished by the Installation Environmental Protection Coordinator, or authorized officials on a no-notice basis during Government regular working hours. The Contractor shall comply with the instructions of the cognizant Navy Medical Department with respect to avoidance of conditions which create a nuisance or which may be hazardous to the health of military or civilian personnel. The Contractor is responsible for ensuring that its employees receive applicable environmental and occupational health and safety training, and are kept up to date on regulatory required specific training for the type of work to be conducted onsite. All on-site Contractor personnel, and their subcontractor personnel, performing tasks that have the potential to cause a significant environmental impact shall be competent on the basis of appropriate education, training or experience.
2.12.2.1	Non-Hazardous Waste Disposal	The Contractor shall dispose of debris and rubbish resulting from the work under this contract off of Government property, or as directed in each task order.
2.12.2.2	Hazardous Waste Disposal	The Contractor shall dispose of all hazardous waste in accordance with the Resource Conservation and Recovery Act and all other applicable Federal, State and local laws and regulations. No on-installation disposal of hazardous waste is allowed.
2.12.2.3	Spill Prevention, Containment, and Clean-up	The Contractor shall prevent, contain, clean up, and report all spills on Government property, cause by the contractor, in a manner that complies with applicable Federal, State, and local laws and regulations or otherwise stated herein, and the installation spill control plan as specified in the task order at no cost to the Government.
2.12.2.4	Hazardous Material Use	The Contractor shall ensure that procedures are in place to deal with hazardous materials, pursuant to the FAR Clause 52.223-3, HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA.
2.12.2.5	Protection of Endangered and Threatened Species	The Contractor shall not disturb endangered and threatened species and their habitat. The Contractor shall carefully protect in-place and report immediately to the KO endangered and threatened species discovered in the course of work. The Contractor shall stop work in

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	(Flora and Fauna)	the immediate area of the discovery until directed by the KO to resume work.
2.12.2.6	Noise Control	The Contractor shall comply with all applicable federal, state and local laws, ordinances, and regulations relative to noise control.
2.12.2.7	Salvage	All material and equipment removed or disconnected that is sound and of value shall remain the property of the Government. The Contractor shall deliver this material and equipment at the Contractor's expense to the location specified in the task order.
2.13	Disaster Preparedness	The Contractor shall comply with the activity's Contingency Instruction. The Contractor shall prepare the installation before, and perform damage evaluation and emergency recovery after, natural disasters and other emergencies as directed by the KO.
2.14	Energy Management	The Contractor shall comply with the activity's energy conservation program. Use of high energy consuming tools or equipment is subject to approval by the KO prior to use.
2.14.1	Warranty Management	The Contractor shall report to the KO all defects in workmanship, material, parts, or improper installation by others and found by the Contractor to be covered by a warranty prior to performing repair work. The Contractor is responsible for knowing which equipment and components are covered by the original warranty and the warranty duration. The KO will provide available warranty documents.
<b>2.15</b>	<b>IDIQ Work</b>	This is an indefinite delivery indefinite quantity (IDIQ) contract for work with firm fixed contract prices. Work under this contract will be ordered by written task orders issued to the Contractor by the KO.
2.15.1	Firm Fixed Price (FFP) Work	As per Specification item 3, each task order will be awarded with firm fixed prices for supplies or services specified and effective for the period stated in the Schedule. See Section J, Exhibits A through E.
2.15.2	FFP Exhibit Line Item Numbers (ELINS)	Refer to Exhibit Line Item Numbers (ELIN's) Section J, Exhibits A through E for IDIQ ELIN's.
2.16	Invoicing and Receiving Payment	<p>Invoicing procedures are identified in each Task Order.</p> <p>Per DFARS 252.232.7006 (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 <a href="https://wawf.eb.mil/">https://wawf.eb.mil/</a>.</p> <p>(c) The Contractor may submit a payment request and receiving report using other than WAWF only when—</p> <p>(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;</p> <p>(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);</p> <p>(3) DoD makes payment for rendered health care services using the TRICARE Encounter Data System (TEDS) as the electronic format; or</p> <p>(4) When the Government-wide commercial purchase card is used as the method of</p>

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		<p>payment, only submission of the receiving report in electronic form is required.</p> <p>(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.</p> <p>(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 payment requests.</p>
2.16.1	Issuance of Task Order	The KO will issue a Task Order for the work to the firm offering the best overall value to the Government based on specified evaluation factors per Request for Proposal and/or Task Order.
2.17	Partnering	<p>To increase the likelihood of successful performance of this contract, the Government requires cohesive partnerships with its Contractors and subcontractors. Key stakeholders, including the supported commands who will receive services, principal individuals from NAVFAC, the performance assessment team, and representative(s) of the installation(s) will be invited to participate in the partnering process. Key members of the prime and subcontractors teams, including senior management personnel must participate. The partnership will draw on the strength of each organization in an effort to achieve quality contract services done right the first time, within the contract price, as scheduled, and without any safety mishaps.</p> <p>A project's characteristics determine the process level to be used. As such the following partnering level applies to this contract: Informal Partnering</p>
2.17.1	Informal Partnering	This level of partnering discusses partnering concepts and benefits and should become a part of the pre-performance conference. The senior Government and Contractor stakeholders present will jointly host the partnering sessions. The partners will determine the frequency of the follow-on sessions. The partnering sessions should be held at locations agreed to by the partners.
2.17.2	Contract Partnering Administration	<p>Upon award, the ACO will contact the Contractor, supported command(s), Region, and Installation(s) stakeholders, and the performance assessment team to discuss implementation of partnering. The initial session must be scheduled as soon as possible after award of the contract. A partnership agreement, The Charter, should be in place as early as possible so issues arising, even before work begins, can be resolved using the issues resolution process. Replacement of Core Management Team members (stakeholders who attended the initial session and manage the contract work day-to-day) is discouraged since it will disrupt the synergy that has been developed. If replacement of a team member proves to be unavoidable, a follow-on partnering session must be held to officially turn the responsibilities of the position over to the new member.</p> <p>The Core Management Team consisting of the attendees below must be present during the initial and all follow-on partnering sessions. These are the core mandatory attendees. Other stakeholders may attend if they desire or as recommended by the partners.</p> <p>For more information concerning Partnering refer to NAVFACINST 11013.40, which can be viewed in the Government's Contracts Office.</p>
2.17.3	Contract Partnering Session Attendees	<p>The Contractor shall bring the necessary personnel to successfully partner on this contract. Asterisk indicates mandatory personnel.</p> <p>President/Vice President</p> <p>*Project Manager</p> <p>*Supervisor/Superintendent/Contracts Manager</p> <p>*Quality Manager</p> <p>Safety Manager</p>
2.18	Geographical Zone Area of Services	NAVFAC Southwest provides wide-ranging support for the Department of Defense facilities throughout the area of responsibility covered by this contract. As such, it is

<b>0200000 - Management and Administration (ANNEX 2)</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
		<p>necessary to ensure Contractor resource availability over a large geographic service area. The area covered by this contract is divided into five (5) geographic zones in order to capture any effort and price differences among the zones.</p> <p>The zone descriptions are as follows, and are also presented in Attachment J-2.</p> <p><b><u>Zone A: Coastal Southern California</u></b>  San Diego/Los Angeles/Ventura county and south, exclusive of the California Channel Islands. The work will be primarily in San Diego, Orange, Los Angeles and western (west of highway 79) Riverside Counties.</p> <p><u>Includes but not limited to:</u>  Marine Corps Base Camp Pendleton  Marine Corps Air Station Miramar  Marine Corps Recruiting Depot San Diego  Naval Base Coronado  Naval Base Point Loma  Naval Base San Diego (includes Housing Areas)  Naval Weapons Station Seal Beach Detachment Fallbrook  Former Marine Corps Air Station El Toro (BRAC)  Naval Weapons Station Seal Beach  Defense Fuel Support Point San Pedro  Former Palos Verdes Housing Area (BRAC)  Naval Base Ventura County: Pt Mugu/Port Hueneme</p> <p><b><u>Zone B: South Desert/Mountain</u></b>  Inland and desert area of southern California and Yuma County, Arizona. The work in California will be primarily in Imperial, San Bernardino, and eastern (east of highway 79) Riverside Counties. Eastern SD County</p> <p><u>Includes but not limited to:</u>  Marine Corps Logistics Base Barstow  Naval Base Coronado: Warner Springs  Naval Base Coronado: Camp Michael Monsoor  Naval Air Facility El Centro  Naval Weapons Station Seal Beach Detachment Norco  Marine Corps Air Station Yuma  Fort Irwin  Naval Base China Lake  Marine Corps Base 29 Palms  Marine Corps Air Station Yuma: Chocolate Mountains</p> <p><b><u>Zone C: Channel Islands</u></b>  Island Zone is the California Channel Islands and is priced for the additional level of effort required to perform work there. Work on the Channel Islands may require extensive and advanced planning and scheduling. Equipment and materials may need to be barged out to the islands on regularly scheduled barges leaving from Naval Station San Diego (for San Clemente Island) or Naval Base Ventura County, Port Hueneme (for San Nicolas Island). Barging of materials/vehicles may begin several days (or weeks) before actual fieldwork is scheduled to begin, depending on the barge schedules. Barge shipments must be manifested with the appropriate contact based on square feet and weight of items to be barged. Manifesting contact and other pertinent information will be provided with each Task Order. Additional coordination may be needed to barge or fly hazardous materials. It is the</p>

<b>0200000 - Management and Administration (ANNEX 2)</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
		<p>contractor's responsibility to procure a camera pass (if needed) for any photography to take place on the islands.</p> <p>Contractors may fly (at no cost) on regularly scheduled military flights to and from the Channel Islands. Scheduling of flights and weight allowances for luggage shall be coordinated with the point of contact for manifesting at either Point Mugu (San Nicolas Island) or Naval Air Station North Island (San Clemente Island), depending on destination (any change in manifesting or departure locations shall be provided in the individual Task Order).</p> <p>Contractors staying overnight on the islands may schedule use of Government housing on the island. Scheduling should be done as early as possible for upcoming work, as housing is occasionally full. The contractor shall pay for use of Government housing on the Channel Islands. The expense is usually minimal, but should be accounted for in Contractor proposal. The Contractor is responsible for meals on either island. Meals can be purchased (at a cost of about \$5.25 each) if the galley and/or restaurant are open. Limited beverages, snacks, and packaged meals can be purchased at the store, but hours and availability are inconsistent. The Contractor may bring food to the island but will be restricted to the flight weight allowances.</p> <p>Ground transportation on San Nicolas Island (SNI): The US Navy shall authorize Recipient personnel to use US Navy-owned vehicles on SNI in direct support of tasks specified under this Agreement. The Recipient shall ensure that any employee operating a US Navy-owned vehicle is properly trained and possesses the appropriate state license required for the vehicle or equipment class. The Recipient shall comply with all NBVC instructions for operation of vehicles on SNI. Prior to operating any Government Services Administration (GSA)-owned vehicle, the Recipient shall insure compliance with GSA rules, regulations, and policies regarding the use and operation of such vehicles. US Navy GSA furnished transportation-related equipment and materials shall remain the property of the US Navy upon Delivery Order completion.</p> <p><u>Includes but not limited to:</u>            Naval Base Coronado: San Clemente Island            Naval Weapons Station Ventura County: San Nicolas Island</p> <p><b><u>Zone D: North Coast/Central California</u></b>            All other areas in California not addressed above (excluding Bridgeport, CA). This work will be primarily along the central coast, San Francisco Bay Area, and Central Valley.</p> <p><u>Includes but not limited to:</u>            Former Naval Air Station Alameda (BRAC)            Former Naval Shipyard Hunters Point (BRAC)            Former Naval Shipyard Mare Island (BRAC)            Former Naval Air Station Moffett Field (BRAC)            Former Naval Weapons Station Seal Beach Detachment Concord (BRAC)            Naval Air Station Lemoore            Navy Operational Support Center Sacramento            Naval Radio Transmitter Facility Dixon            Naval Support Activity Monterey            Camp Roberts            Camp San Luis Obispo            Travis Air Force Base</p>

<b>0200000 - Management and Administration (ANNEX 2)</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
		<p><b><u>Zone E: SW AOR non-CA Zone</u></b>  Arizona (exclusive of Yuma County), Colorado, Nevada, New Mexico, Utah, and Bridgeport CA. This work will be primarily at Fallon, Flagstaff, and Bridgeport.</p> <p><u>Includes but not limited to:</u>  Marine Corps Mountain Warfare Training Center Bridgeport  Naval Air Station Fallon  Naval Air Facility El Centro: White Sands  US Naval Observatory Flagstaff  Barry M. Goldwater Range</p>

The following have been deleted:

ANNEX 18 SPEC ITEM 4.0

ANNEX 2

#### SECTION G - CONTRACT ADMINISTRATION DATA

The following have been modified:

CONTRACT ADMINISTRATION DATA

#### **G1 CONTRACT TYPE**

This is a Firm Fixed-Price (FFP), Indefinite Delivery /Indefinite Quantity (ID/IQ) Multiple Award Service Contract (MASC). The actual amount of work to be performed and the time of such performance will be determined by the Contracting Officer, or the properly authorized representative, who will issue written task orders to the Contractor. Award of task orders will be on a firm fixed price basis.

#### **G2 CONTRACT ADMINISTRATION DATA**

The Contracting Officer for this contract is:

**CLAUDIA P. RAMIREZ**  
**CODE: ACQ4.CR BLDG 110, RM 100**  
**1220 PACIFIC HWY**  
**SAN DIEGO, CA 92132**  
**(619) 532-4150**

The Contract Administrator for this contract is:

**ELIA RAM**  
**CODE ACQ4.ER BLDG 110, RM 100**  
**1220 PACIFIC HWY**  
**SAN DIEGO, CA 92132**  
**(619) 532-2195**

The Contracting Officer's Representative (COR) for this contract is:

Name (To be provided upon award of the contract)

1220 PACIFIC HWY  
SAN DIEGO, CA 92132  
(619) 532-XXXX

### **G3 COMMENCEMENT OF WORK**

No work shall commence under this contract until such time as the Contracting Officer or Authorized Ordering Officer issues a task order, either in writing or orally. Oral task orders will be confirmed by the issuance of a written task order within two (2) working days of issuance of the oral order.

### **G4 TASK ORDER PROCEDURES**

- a. General Procedures: Work under this contract will be ordered by written task order on DD Form 1155 (Order for Supplies or Services) to the Contractor by the Procuring Contracting Officer/Ordering Officer. For task orders awarded under this contract the terms "Contracting Officer" and "Ordering Officer" are interchangeable and carry the same meaning.
- b. Individual task orders will be placed in a sequential numbering system, which relates back to the basic contract and the assigned proposed task order (PTO) number.
- c. The Government will not be obligated to reimburse the contractor for work performed, items delivered, or any costs incurred, nor shall the Contractor be obligated to perform, deliver, or otherwise incur costs except as authorized by duly executed task orders.
- d. Task orders will be firm fixed price and clearly define the specific services/ Exhibit Line Item Numbers (ELINs) to be performed. Each task order will include as a minimum:
  - (1) Date of the order
  - (2) Contract and task order number
  - (3) Performance Work Statement; shall be within the scope of the basic contract, include references to applicable specifications, ELINs, deliverables, and a performance assessment plan
  - (4) The delivery date or period of performance
  - (5) Accounting and Appropriation Data
  - (6) Price
  - (7) The place and manner of Inspection And Acceptance
  - (8) The names, addresses, and phone numbers of the applicable Contracting Officer and representatives, as well as any other necessary points of contact
  - (9) Any other information deemed necessary to the performance of the task order
- e. Task orders may be modified by the Contracting Officer. Modifications to task orders will be issued on Standard Form (SF) 30 and will cite the task order number and contract number.
- f. Firms are required to contact the Contracting Officer within two (2) calendar days of notification when they cannot submit a proposal for a task order.

### **2. Requirements for Proposals:**

- a. Work Requirements with Pre-Established, Firm Fixed Price ELINs: The selection criteria to be used in determining which awarded contractor will be issued a particular task order are as follows:
  - 1) All contractors will be provided a fair opportunity to be considered for each order exceeding \$3,000 as required by FAR Subpart 16.505 (b) (1) Fair Opportunity.

- 2) Exceptions to Fair Opportunity are in accordance with FAR Subpart 16.505 (b) (2). The Contracting Officer shall give every awardee a fair opportunity to be considered for a delivery-order or task-order exceeding \$3,000 unless one of the statutory exceptions to Fair Opportunities in FAR Subpart 16.505(b) (2) applies. The list of FAR Subpart 16.505 (b) (2) exceptions are provided below:
- a) The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays.
  - b) Only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized.
  - c) The order must be issued on a sole-source basis in the interest of economy and efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order.
  - d) It is necessary to place an order to satisfy a minimum guarantee.
  - e) For orders exceeding the simplified acquisition threshold, a statute expressly authorizes or requires that the purchase be made from a specified source.
  - f) In accordance with section 1331 of Public Law 111-240 (15 U.S.C. 644(r)), contracting officers may, at their discretion, set aside orders for any of the small business concerns identified in 19.000 (a) (3). When setting aside orders for small business concerns, the specific small business program eligibility requirements identified in part 19 apply.
- 3) Orders will be issued to the Contractor with the lowest total price ELINS for the required work for the pending task order. The total price to the Government will be calculated using the unit prices contained in the applicable ELINs, multiplied by the quantities required to complete the work for the task order that is being considered.
- b. The Contractor shall, within the time specified in the RFP, provide an original and copies (as specified) of the proposal to the Contracting Officer/Ordering Officer with:
- (1) Price
  - (2) Proposed schedule for completing the task order
  - (3) Other information as requested in the task order RFP
- c. Upon receipt of proposals, the Government will review and evaluate the proposals in accordance with the evaluation criteria stated in the task order RFP.

### 3. Task Order Award:

The Contracting Officer shall execute a task order issued on a DD Form 1155 and forward it to the Contractor (electronic transmission and scanned signatures may be utilized). The Contractor shall only commence work upon receipt of an executed order, signed by the Contracting Officer.

**G5 CONTRACT OMBUDSMAN:**

1. For this contract, the designated Ombudsman is the Commanding Officer, Naval Facilities Engineering Command Southwest. Firms seeking Ombudsman assistance shall submit their written request to the following address:

Commanding Officer  
NAVFAC SW  
1220 Pacific Highway  
San Diego, CA 92132

2. The Ombudsman is responsible for reviewing complaints/concerns from multiple award Contractors and ensuring that all firms under a multiple award contract are afforded fair opportunity to be considered for Task Orders in excess of \$150,000 consistent with procedures in the contract. However, it is not within the designated Task Order contract Ombudsman's authority to prevent the issuance of an order or disturb an existing order.

**G6 DELEGATION OF AUTHORITY TO ADMINISTRATIVE CONTRACTING OFFICER (ACO)**

The Contracting Officer may delegate Ordering Officer authority on individual contract task order (CTOs). Contract administration functions will be retained by the issuing office.

**G7 CONTRACTING OFFICER'S REPRESENTATIVE (COR)**

1. If a Contracting Officer's Representative (COR) is designated, the Contracting Officer upon contract award will appoint an individual in writing.
2. A COR 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 Performance Work Statement in the contract (or task order).
3. The COR is technically responsible for monitoring of contractor performance and is the sole technical point of contact. However, a Navy Technical Representative (NTR) may be assigned by the Contracting Officer to assist the COR in executing inspection and monitoring duties when the surveillance and monitoring burden of the contract is significant. The NTRs will be named in individual task orders, as applicable.
4. The Contracting Officer may also appoint, in writing, an alternate COR to perform the responsibilities and functions of the COR.

**G8 TECHNICAL DIRECTION**

1. As provided by the contract clause, "CONTRACTING OFFICER'S REPRESENTATIVE," performance of work under this contract is subject to the written technical direction of the Contracting Officer's Representative (COR), 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 ContraNTRr. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in the Performance Work Statement of the task order.

2. The COR does not have 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 affects the price of a task order or the time required for task order performance;
  - d. Changes any of the expressed terms, conditions, or specifications of the task order; or
  - e. Interferes with the Contractor's rights to perform in accordance with the terms and conditions of the task order.
3. All technical direction will be issued in writing by the COR.
4. The Contractor shall promptly notify the Contracting Officer in writing when, in the opinion of the Contractor, the task order requests an effort outside the existing scope of the basic contract (or for modifications, the task order). 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.

#### **G9 STAFFING/PHASE-IN**

Contract task orders may be issued on the date the contract becomes effective. The Contractor is required to be fully staffed and operational within 15 days after the effective date of the contract. The contractor shall provide a balanced work force as needed to accomplish work required under task orders issued.

#### **252.203-7998 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements—Representation. (DEVIATION 2015-O0010)**

(a) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) *Representation.* By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of provision)

#### **252.203-7999 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements. (DEVIATION 2015-O0010)**

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015, (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(End of clause)

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

### SECTION H

#### **H1 SERVICE CONTRACT ACT WAGE DETERMINATIONS**

The following SCA Wage Determinations are incorporated into this solicitation and will be updated with each subsequent option exercised. The incorporated SCA Wage Determination will apply for any task orders negotiated during the applicable period.

<b>05-2023 R19</b>	<b>AZ, Counties of Apache, Coconino, Gila, Maricopa, Navajo, Pinal, Yavapai</b>	<b>12/22/2014</b>
<b>05-2025 R17</b>	<b>AZ, Counties of Cochise, Graham, Greenlee, Pima, Santa Cruz</b>	<b>12/22/2014</b>
<b>05-2027 R19</b>	<b>AZ, Counties of La Paz, Yuma</b>	<b>12/22/2014</b>
<b>05-2331 R15</b>	<b>AZ, County of Mohave; CA, Counties of Clark, Esmeralda, Lincoln, Nye</b>	<b>12/22/2014</b>
<b>05-2333 R15</b>	<b>CA, counties of Lassen, Mono; NV all counties except Clark, Esmeralda, Lincoln, Nye</b>	<b>12/22/2014</b>
<b>05-2043 R18</b>	<b>CA, County of Kern</b>	<b>12/22/2014</b>
<b>05-2047 R16</b>	<b>CA, Los Angeles/Santa Ana – Los Angeles, Orange</b>	<b>12/22/2014</b>
<b>05-2053 R18</b>	<b>CA, Riverside – Riverside, San Bernardino</b>	<b>12/22/2014</b>
<b>05-2057 R16</b>	<b>CA, San Diego – Imperial, San Diego</b>	<b>12/22/2014</b>
<b>05-2071 R17</b>	<b>CA, County of Ventura</b>	<b>12/22/2014</b>
<b>05-2073 R18</b>	<b>CA, Counties of Inyo, Kings, Tulare</b>	<b>12/22/2014</b>

Notice: Applicable SCA Wage Determinations for areas not specifically identified above, will be incorporated at the task order level.

**H2 RELEASE OF INFORMATION**

1. 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.
2. For the purpose of this clause, “information” includes but is not limited to news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association meetings, symposia, published professional papers, internet web pages, etc.
3. Two copies of any information proposed to be released must be submitted to Contracting Officer for security and policy review and clearance 45 days prior to release.
4. Information copies will also be sent to the administrative Contracting Officer, if applicable, and the COR.
5. Nothing in the foregoing shall affect compliance with the requirements of the clause of this contract entitled “Security Requirements”.
6. The Contractor further agrees to include this clause in any subcontract awarded as a result of this contract.

**H3 BASE/INSTALLATION ACCESS INFORMATION**

Refer to Annex 0200000, Spec Items 2.10.3, 2.10.4, 2.10.4.1, and 2.10.4.2

**H4 NMCARS 5237.102, (90) ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA) REQUIREMENTS**

1. The following information pertains:
  - a. The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Naval Facilities Engineering Command, Southwest via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>.
  - b. Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

**SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

The Table of Contents has changed from:

**TABLE OF CONTENTS****Attachment  
Number****Title/Description**

J-1	Performance Assessment Plan
J-2	Geographic Zone Map

J-3	How to do Business onboard San Clemente Island (SCI)
J-4	NALFSCIINST 4620 IG NALF San Clemente Island Barge Shipment Procedures
J-5	10 NBVCINST 4650 2A

Note: Attachments J-1 through J-5 are provided as separate files.

<b>Exhibits</b>	<b>Title/Description</b>
A	Exhibit Line Item Number (ELIN) Schedule of Services and Price Proposal Spreadsheet for the Base Year
B	ELIN Schedule of Services and Price Proposal Spreadsheet for Option Year One
C	ELIN Schedule of Services and Price Proposal Spreadsheet for Option Year Two
D	ELIN Schedule of Services and Price Proposal Spreadsheet for Option Year Three
E	ELIN Schedule of Services and Price Proposal Spreadsheet for Option Year Four
F	Past Performance Questionnaire
G	Project Data Sheet

Note: Exhibits A – E, and Exhibits F and G are provided as separate files.

to:

#### Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	Section J Table of Contents		

The following have been deleted:

#### TABLE OF CONTENTS

#### SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

The following have been added by full text:

#### 252.209-7999 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2012-00004) (JAN 2012)

(a) In accordance with sections 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012,(Pub. L. 112-74) none of the funds made available by that Act may be used to enter into a contract with any corporation that—

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

unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

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

(b) The Offeror represents that—

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

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

(End of provision)

The following were previously included by reference and are now included by full text:

#### 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

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

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means--

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

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

(b) The offeror ( ) has ( ) does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in--
- (A) The payment of a monetary fine or penalty of \$5,000 or more; or
- (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
- (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.
- (2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.
- (d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).
- (End of provision)

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

The following have been added by full text:

### SECTION L REVISED

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

##### L1 PRE-PROPOSAL MEETING/SITE VISIT

No pre-proposal meeting/site visit.

##### L2 SOLICITATION INQUIRIES

Offerors are requested to review this solicitation, including the Performance Work Statement (PWS), as soon as possible upon receipt. Any questions regarding the solicitation or PWS shall be submitted in writing electronically to the Contract Specialist and Contracting Officer as follows:

Contract Specialist:	Elia Ram
Email:	Elia.Ram@navy.mil
Phone:	(619) 532-3074
Fax Number:	(619) 532-1778
Contracting Officer:	Claudia P. Ramirez
Email:	Claudia.Ramirez@navy.mil
Phone:	(619) 532-4150
Fax Number:	(619) 532-1778

All inquiries must include the solicitation number and clearly state the question and reference.

L3 PROPOSAL DUE DATE

Proposal due date information is as amended.

L4 PROPOSAL SUBMISSION REQUIREMENTS

- 1) General: Proposals submitted in response to the solicitation shall be formatted as follows and furnished in the number of copies stated herein. Offerors shall submit proposals via electronic format on CD-ROM. The acceptable electronic formats for proposals include Word 98 or later version, Excel 5.0 or later version, or Adobe Acrobat 9.0 or later version. Electronic mail is not an acceptable media.
- 2) Proposal Submission Requirements:
  - a. All proposals (paper and electronic) shall be labeled with the Volume Number and Title; Solicitation Number; and Name, Address, Phone Number and Fax Number of the offeror.
  - b. The electronic/paper proposals shall be submitted on separate Disks/Binders. The following information shall be included in the proposal (Disk/Binder) and tabbed/labeled accordingly:

**i. VOLUME #1 – PRICE PROPOSAL:**

General Information: A cover letter shall accompany the proposal as required by FAR 52.215-1(c)(2), INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION (JAN 2004). The first page should include the solicitation number and name, address, telephone and facsimile numbers, e-mail address, Dun & Bradstreet Number, Cage Code, and Tax Identification Number (TIN) of the offeror. In addition, it shall contain a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the prices stated for each item. Furthermore, the names, titles, telephone and facsimile numbers, and email addresses of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation and to sign the proposal shall be provided. Proposals signed by an agent shall be accompanied by evidence of that agent's authority. The cover letter is limited to one (1), single-sided page only. This page and the table of contents will not be included in the page count of the proposal.

The file naming convention of Volume #1 - Price Proposal shall be as follows:

- Tab A – Standard Form (SF) 33 and Section B of the RFP
- Tab B – Price Proposal Spreadsheet, RFP Exhibit A through E
- Tab C - Representation and Certifications (See Section K)
- Tab D - Joint Venture/Partnership Agreements, if applicable

**ii. VOLUME #2 – TECHNICAL PROPOSAL:**

The file naming convention of Volume #2 - Technical Proposal shall be as follows:

Factor 1 – Past Performance:

Tab A - Completed CPARS evaluation, if available. If there is not a completed CPARS evaluation, submit Past Performance Questionnaire (PPQ) (**Attachment C**).

(Note: The Offeror shall not submit a PPQ when a completed CPARS is available).

Factor 2 – Safety:

- Tab A – Experience Modification Rate (EMR)
- Tab B – OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate

## Tab C – Technical Approach for Safety

Factor 3 – Corporate Experience:Tab A – Project Data Sheet (**Exhibit F**)Factor 4 – Technical Approach (Scenario):

Tab A – Project Approach

- 3) Offeror(s) shall submit proposal copies as follows:
- a. Volume 1 – Price Proposal
    - i. Hard Copy Paper Media: One (1) Original and One (1) copy. Two (2) hard copies in total (8.5” X 14”).
    - ii. Electronic Media (CD): One (1) Original and One (1) Electronic copy. Two (2) electronic copies in total (Microsoft Excel format) (8.5” X 14”).
  - b. Volume 2 – Technical Proposal
    - i. Hard Copy Paper Media: One (1) Original and Four (4) copies. Five (5) hard copies in total (8.5” X 11”).
    - ii. Electronic Media (CD): One (1) Original and One (1) Electronic copy. Two (2) electronic copies in total (8.5” X 11”).
  - c. Offerors shall ensure that proposal disks are virus free, and free of password protection. If access to proposal data is prohibited due to viruses, passwords, or wrong format, the proposal may be rejected.
  - d. Page limits, if stipulated, must be adhered to the following: Font size shall be 10 point or larger, with the exception of reproduced sections of the solicitation document, charts and graphs. Use at least 1-inch for top, bottom, and side margins, except for charts, graphs, maps and other illustrations.
  - e. The original proposal shall be clearly identified as “ORIGINAL”, and bear the original signature(s) of the Offeror. The copies shall be complete and clearly identified as “COPY” or “DUPLICATE”. Offerors are advised that the proposal is “For Official Use Only” and the proposals are considered Source Selection Sensitive Information; see FAR 2.101 & 3.104 for further details. Contractors must clearly label the boxes/containers with the following information:  
Solicitation Number: N62473-14-R-4807  
Attention: Elia Ram, Code ACQ4
  - f. Table of Contents: A master table for contents for the entire proposal and a table of contents for each volume are required. The master table of contents for the entire proposal should be filed in Volume I and will not count towards the page count.
- 4) Proposals shall be delivered to the following address in accordance with the date and time set for receipt of proposals:
- NAVAL FACILITIES ENGINEERING COMMAND, SOUTHWEST  
ATTN: ELIA RAM, CODE ACQ4, RM 100, BLDG 110  
1220 PACIFIC HIGHWAY, MAILROOM BLDG. 128  
SAN DIEGO, CA 92132
- 5) Notice: Due to on-going local construction, parking limitations and security requirements, hand delivery of proposals is not encouraged. However, should the offeror prefer to hand deliver their proposals, they shall be delivered to the mailroom in building 128 at the address provided above.

6) Proposal Content:

1. General. Proposal(s) shall contain complete written responses to Factors 1, 2, 3, 4, and Price. Page limitations for each evaluation factor are specified below and any pages submitted in excess of the page limits will not be considered in the evaluation. **There is no page limitation on price.**

**A. VOLUME #1 – PRICE PROPOSAL**

**(1) SUBMITTAL REQUIREMENTS AND INSTRUCTIONS:**

1. Complete the Price Proposal Spreadsheet, Exhibit Line Items A through E of the solicitation and submit in hard copy and electronic (Microsoft Excel) format, displaying each proposed unit price and total price for the Base Year and Option Years 1, 2, 3 and 4 and the Cumulative Total of the Base Year plus Four (4) Option Years. Total price will consist of the total price for ELINs with an estimated quantity. The total price will not include ELINs that do not have an estimated quantity.

2. The offeror shall propose unit prices for each Exhibit Line Item Number (ELIN) on Exhibits A through E for all geographic zones for the Base Year and all Option years. Blacked-out ELINs represent work not yet expected to be ordered under the geographical zones. In addition, no price proposal is required for Non-Pre-Established Fixed Price Work in Annex 18, Spec Item 3.

TAB A – Offerors shall include Standard Form (SF) 33 (Solicitation, Offer and Award), Page (1), with blocks 12-18 completed in Volume 1, under Tab A. Offerors shall include Section B of the RFP.

TAB B - Offerors shall include the Schedule of Services and Price Proposal Spreadsheet, Exhibits A-E of the RFP in both hard copy and electronic (Microsoft Excel) format in Volume 1, under Tab B.

TAB C- Offerors shall include their companies' Representations and Certifications (FAR 52.219-1 (c), 52.209-7 (b), and 252.209-7999 (b) in Section K of the solicitation) in Volume 1, under Tab C.

TAB D – Offerors shall include their Joint Venture/Partnership Agreements, if applicable.

**B. VOLUME 2 – NON PRICE FACTORS**

**FACTOR 1 – CORPORATE EXPERIENCE**

**(1) SUBMITTAL REQUIREMENTS:**

**Volume 2 – Corporate Experience shall be tabbed as follows:**

TAB A – Project Data Sheet, Exhibit F

The Offeror shall submit a one (1) page summary of the offeror's corporate experience demonstrating the number of years and type of experience performed relevant to this RFP (A page is define as a 8 ½ by 11 inches, single sided sheet). Corporate experience submitted by the Offeror that was performed by a subcontractor, partner, Joint Venture member, or team member, will only be evaluated if accompanied by the submission of an executed legally binding agreement with the subcontractor, partner, Joint Venture member, or team member.

The Offeror shall submit up to eight (8) projects. These projects shall be at least 80% performed/completed within the past five (5) years of the date of issuance of this RFP. Projects shall demonstrate the offeror's specialized experience on relevant projects that are similar in size, scope, and complexity to the work described in Annex 18.

“Offeror” refers to the Contractor submitting the proposal as Offeror, including joint ventures, whose name appears in Block 15A of Standard Form (SF) 33 (Solicitation, Offer and Award).

The projects submitted shall, collectively, demonstrate experience and proficiency with all of the following components:

1. Landscape-scale Erosion Control
2. Earth Moving
3. Native Container Planting in Wildland Areas
4. Hydroseeding
5. Biological Monitoring and Surveys
6. Environmental Signage
7. Resource-protective Fencing
8. Weed Treatment in Wildland Areas

Each submitted project must demonstrate specialized experience of the Offeror or one or more of its team members (Offeror joint venture member, partner, or subcontractor, as applicable) in at least one, but not necessarily all, of the components listed above. Additionally, the Offeror must demonstrate that the Offeror (or, collectively, its constituent members, if the Offeror is a legal entity comprised of multiple firms, e.g. a joint venture or partnership) has (have) self-performed at least five (5) of the eight (8) components, either as a prime or subcontractor.

The Offeror must ensure that, cumulatively, the projects submitted demonstrate specialized experience across all eight (8) components listed above. If only one (1) project is submitted by the Offeror, that project must demonstrate experience and proficiency with all eight (8) components. Proposals which fail to demonstrate the necessary experience and proficiency with the eight (8) components listed above, including the minimum required Offeror experience in self-performing the work, may be rated as unacceptable and be ineligible for award.

Projects for teaming partner/subcontractor experience may be submitted. However, the teaming partner/subcontractor experience will not fulfill the Offeror's requirement to have self-performed at least five (5) of the eight (8) required components listed above. The projects submitted for teaming partner/subcontractor experience must explicitly identify the components performed.

A project is defined as a project performed under a single task order or single contract. For multiple award and indefinite delivery/indefinite quantity type contracts, the contract as a whole shall not be submitted as a project; rather Offerors shall submit the work performed under a task order as a project. Additionally, for purposes of this evaluation, a project is defined as:

(i) Work performed for a federal agency and meeting at least one of three requirements in paragraphs (a), (b) and/or (c) below:

(a) Work performed pursuant to one specific task order of an indefinite delivery/indefinite quantity (ID/IQ) type contract at one site or multiple sites at a single installation or facility; or

(b) Work performed pursuant to a site specific contract (i.e. a non-ID/IQ contract) for one site or multiple sites within a single installation or facility; or

(c) Work performed pursuant to a single contract that is not an ID/IQ contract or pursuant to one specific task order of an ID/IQ type contract within multiple installations or facilities;

OR

(ii) Work performed under similar commercial contracts or under contracts or agreement for other governmental (non federal agency) entities.

The attached Exhibit F, Project Data Sheet is MANDATORY and SHALL be used to submit project information. Except as specifically requested, the Government will not consider information submitted in addition to this form. Individual blocks on this form may be expanded; however, total length for each project data sheet shall not exceed one (1) double-sided page (or two (2) single-sided pages).

Project Data Sheets shall contain the following information:

- (i) Contract Information: Name and address, contract number and task order number; title; place of performance; award date; contract/task order type (fixed price, cost reimbursable, etc.); percentage complete; name and address of procuring organization, procuring organization point of contact (POC), phone number and email address; technical or program manager's name, phone number and email address.
- (ii) Cost: Project dollars; value of award, and final project amount.
- (iii) Contract Role: Specify if contract/task order was a prime contract/task order or a subcontract to a prime contract. If a subcontract, include prime contractor's company name, point of contact, phone number, and email address.
- (iv) Description of work performed: Offeror shall describe its primary role/duties in execution of the work (i.e. the major components of the project which were completed by the prime's staff and major components which were subcontracted out.) If the Offeror was a subcontractor on the project, the description, duration, and cost of the work provided should reflect the work performed by the Offeror as the subcontractor, and not work under the project as a whole. Description of work performed should include as applicable (a) technical and administrative functions – describe the complexity of functions performed; (b) distinctive and/or unique features of the project; (c) type of action performed; (d) regulatory and/or stakeholder interactions; (e) summary of work accomplished and how it relates to work required by this solicitation and (f) provide a list of proposed personnel under this solicitation who worked on the project and what their role was on the project, compared to what they will be doing under this solicitation.

For all submitted projects, the description of the project shall clearly describe the scope of work performed and the relevancy to the project requirements of this RFP.

If the Offeror is submitting project experience where the Offeror was the subcontractor, the proposal shall clearly identify the work that the Offeror self-performed on the project. If the Offeror is submitting project experience where the Offeror subcontracted portions of the project to other firms, the Offeror shall clearly identify what work was subcontracted and what work was self-performed. If the Offeror is a Joint Venture, relevant project experience should be submitted for projects completed by the Joint Venture entity. Refer to 13 CFR §125.8 through 125.13, SDVO SBC Program.

If the Joint Venture does not have shared experience, at least one relevant project shall be submitted for each Joint Venture member. If no shared project experience is demonstrated, proposals that fail to submit at least one relevant project for each member of the Joint Venture will be rated as unacceptable. Offerors are required to provide up to eight (8) projects.

## **FACTOR 2 – TECHNICAL APPROACH (SCENARIO):**

### **(1) SUBMITTAL REQUIREMENTS:**

**Volume 2 – Technical Approach (Site Restoration Scenario) shall be tabbed as follows:**

TAB A – Technical Approach (Scenario)

**SITE RESTORATION SCENARIO:** The scenario is a site restoration project on Marine Corps Base Camp Pendleton consisting of earth contouring, erosion control, and coastal sage scrub plantings and seeding on 7 acres of previously used agricultural land highly infested with weeds. The site is adjacent to riparian habitat with a known population of arroyo toads. The site is also near a housing area and the base would like to install environmental educational signage. The site contains a highly eroded drainage channel that has been neglected for several rainy seasons. The base has requested that the site be stabilized and restored to the condition of surrounding coastal sage scrub habitat. The base has requested a plant species list for the restoration site.

- a) Provide a comprehensive technical approach for the hypothetical site restoration scenario, addressing:
1. Procedures for accomplishing the task (e.g., Work Plan, restoration methodology, success tracking, environmental protection measures);
  2. Management approach and staffing plan (i.e., personnel and qualifications);
  3. Reporting, including Interim and Final Deliverables;
  4. Fieldwork coordination, schedule, and communication plan to effectively communicate with natural resource and contract management personnel.
- b) Information shall be included in Volume 2 – Technical Approach (Scenario) under Factor 2, Tab A. The submissions shall be limited to an overall total of 5 pages. (A page is define as an 8 ½ by 11 inches, single sided sheet).

### **FACTOR 3 – SAFETY**

#### **(1) SUBMITTAL REQUIREMENTS:**

##### **Volume 2 – Safety shall be tabbed as follows:**

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).

Volume 2 – Safety shall be tabbed as follows:

##### **TAB A – Safety Experience Modification Rate (EMR):**

For the three (3) 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 (3) 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. There are no page limitations for submissions under Tab A.

##### **TAB B - OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate:**

For the three (3) 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 (OSHA). 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. There are no page limitations for submissions under Tab B.

##### **TAB C - 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 three (3) pages. Offerors must submit both (1) a plan to include the safety performance of subcontractors in the selection process for all levels of subcontractors and (2) a plan to monitor the safety of those subcontractors and ensure safe work practices during contract performance, highlighting what specific management practices will be in place for providing deliberate safety program management and mishap prevention support to those subcontractors whose EMR is greater than 1.0 and whose DART rate is greater than 3.0.

**FACTOR 4 - PAST PERFORMANCE:****(1) SUBMITTAL REQUIREMENTS:**

Volume 2 – Past Performance shall be tabbed as follows:

## TAB A - Past Performance

The offeror shall submit evaluations or past performance questionnaires under Tab A “Past Performance”. Exhibit F, Project Data Sheets will be used to evaluate Factor 4 Past Performance and Factor 1 Corporate Experience. To be considered projects must have been completed or substantially completed (at least 80% performed) within the past five years. For each project submitted under Factor 1, Corporate Experience, submit one of the following formats to demonstrate past performance:

- Submit a Past Performance Questionnaire (PPQ), RFP Attachment C. 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) 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, Corporate Experience. AN OFFEROR SHALL NOT SUBMIT A PPQ WHEN A COMPLETED CPARS IS AVAILABLE.

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 (Attachment C), 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, Elia Ram, via email at [Elia.Ram@navy.mil](mailto:Elia.Ram@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.

The Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources including sources outside of the Government. 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 Contractors who are part of a partnership or joint venture identified in the Offeror's proposal, inquiries of owner representative(s), Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), and any other known sources not provided by the Offeror.

If you are submitting a project your firm performed as a subcontractor, include the name and POC for the prime contractor.

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.

**L5 JOINT VENTURE, TEAMING/PARTNER AND SUBCONTRACT AGREEMENTS**

Contractors that elect to propose a legally binding subcontracting agreement, teaming agreement, partnering agreement, or joint venture agreement, shall submit their legally binding subcontracting agreement, teaming agreement, partnering agreement or joint venture agreement with their proposal. All such agreements shall be signed by the parties and shall demonstrate the relations between firms and identify contractual relationships and authorities to bind them. The subcontracting agreement, teaming agreement, partnering agreement, or joint venture agreement (as applicable) shall be submitted in Volume 1, Price Proposal under Tab D – Joint Venture/Teaming Agreements. There are no page limits for Joint Venture Agreements or Teaming/Partnering Agreements.

The following have been deleted:

SECTION L

SECTION M - EVALUATION FACTORS FOR AWARD

The following have been added by full text:

SECTION M REVISED

**SECTION M EVALUATION FACTORS FOR AWARD**

**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 contracts; to negotiate with offerors in the competitive range; and to award the contracts to the offerors submitting the proposals determined to represent the best value—the proposals 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.

**A. ADJECTIVAL RATINGS/DESCRIPTIONS**

1. The technical rating reflects the degree to which the proposed approach meets or does not meet the minimum performance or capability requirements through an assessment of the strengths, weaknesses, significant weaknesses, deficiencies, and risks of a proposal.

a. A combined technical/risk evaluation considering risk in conjunction with the strengths, weaknesses, significant weaknesses, and deficiencies in determining technical ratings shall be used. The technical risk evaluation

shall utilize the combined technical/risk ratings listed in the following table. Adjectival ratings and rating descriptions will be used to assign an overall rating to each technical proposal and to assign a rating for each technical factor. Use upper case letter ratings for major technical factors as well as the overall rating. The addition of plus (+) or minus (-) to an adjective rating is not allowed.

<b>Table 1. Combined Technical/Risk Ratings</b>	
<b>Rating</b>	<b>Description</b>
Outstanding (O)	Proposal meets requirements and indicates an exceptional approach and understanding of the requirements. Strengths far outweigh any weaknesses. Risk of unsuccessful performance is very low.
Good (G)	Proposal meets requirements and indicates a thorough approach and understanding of the requirements. Proposal contains strengths which outweigh any weaknesses. Risk of unsuccessful performance is low.
Acceptable (A)	Proposal meets requirements and indicates an adequate approach and understanding of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on contract performance. Risk of unsuccessful performance is no worse than moderate.
Marginal (M)	Proposal does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements. The proposal has one or more weaknesses which are not offset by strengths. Risk of unsuccessful performance is high.
Unacceptable (U)	Proposal does not meet requirements and contains one or more deficiencies. Proposal is unawardable.

2. Definitions: The following definitions are provided to assist evaluators in the evaluation of each non-cost/price factor.

a. Strength: An aspect of an offeror's proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.

b. Weakness: A flaw in the proposal that increases the risk of unsuccessful contract performance.

c. Significant Weakness: A flaw that appreciably increases the risk of unsuccessful contract performance.

d. Deficiency: A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

## **B. PAST PERFORMANCE EVALUATION**

1. The past performance evaluation results in an assessment of the offeror's probability of meeting the solicitation requirements. The past performance evaluation considers each offeror's demonstrated recent and relevant record of performance in supplying products and services that meet the contract's requirements. One performance confidence assessment rating is assigned for each offeror after evaluating the offeror's recent past performance, focusing on performance that is relevant to the contract requirements.

2. There are two aspects to the past performance evaluation. The first is to evaluate the offeror's past performance to determine how relevant a recent effort accomplished by the Offeror is to the effort to be acquired through the source selection.

The basis of evaluation will focus on the the Offeror's past performance in performing relevant contracts and/or task orders for work of similar size, scope and complexity to that described in Annex 18. To be considered projects must have been completed or substantially completed (80% completed/performed) within the past five years from the solicitation issuance date..

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.);
- Recent tasks performed that are identical to, similar to, or related to the task at hand; and
- A respect for stewardship of Government funds

A project's relevancy will be evaluated based on how closely it relates to the work required in Annex 18 of the Performance Work Statement (PWS), including, but not limited to habitat enhancement services, native planting, erosion control, earth moving, biological monitoring, and weed treatment.

The Government reserves the right to contact references for verification or additional information. The Government's inability to contact any of the Offeror's references or the references unwillingness to provide the information requested may affect the Government's evaluation of this factor.

Performance awards or additional information submitted will not be considered.

3. This source selection requires a greater level of discrimination within the past performance evaluation, therefore, the relevancy ratings in the following table shall be used:

<b>Table 4. Past Performance Relevancy Ratings</b>	
Rating	Definition
Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

4. The second aspect of the past performance evaluation is to determine how well the contractor performed on the contracts. The past performance evaluation performed in support of a current source selection does not establish, create, or change the existing record and history of the offeror's past performance on past contracts; rather, the past performance evaluation process gathers information from customers on how well the offeror performed those past contracts.

5. Performance Confidence Assessment. In conducting a performance confidence assessment, each offeror shall be assigned one of the ratings in Table 5 below:

<b>Table 5. Performance Confidence Assessments</b>
--

Rating	Description
Substantial Confidence	Based on the offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.
Limited Confidence	Based on the offeror's recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.
No Confidence	Based on the offeror's recent/relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.
Unknown Confidence (Neutral)	No recent/relevant performance record is available or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.

## B. EVALUATION FACTORS FOR AWARD

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

- Factor 1 – Corporate Experience
- Factor 2 – Technical Approach (Scenario)
- Factor 3 – Safety
- Factor 4 – Past Performance

The distinction between corporate experience and past performance is that corporate 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 pertains to both the relevance of recent efforts and how well a contractor has performed on the contracts.

2. The relative order of importance of the non-price evaluation factors is the technical Factors, factors 1, 2, 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-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 for each Factor.

### A. PRICE FACTOR

1. Price Analysis will be performed by utilizing one or more of the following techniques to ensure a fair and reasonable price:

- a. Comparison of proposed prices received in response to the RFP
- b. Comparison of proposed prices with the IGE
- c. Comparison of proposed prices with available historical information
- d. Comparison of market survey results

2. Price evaluation will be based on the total price for ELINS with an estimated quantity. The offeror's total price will be determined by multiplying the proposed unit price by the estimated quantities for each ELIN with an estimated quantity, and then adding the ELINS together to calculate the total price for the base year and all option periods (See Schedule of Services and Price Proposal Spreadsheet, Exhibits A-E). The total price will not include ELINS that do not have an estimated quantity. In the event there is a difference between a unit price and the extended total amount, the unit price will be held to be the intended price, and the total for the ELIN will be recomputed accordingly. Offerors shall ensure extended totals are accurate.

3. The Government intends to evaluate all options and has included the provision FAR 52.217-5, Evaluation of Options (JUL 1990) in Section M of the solicitation. In accordance with FAR 52.217-5, Evaluation of Options will not obligate the Government to exercise the option(s).

4. Proposed unit prices may be evaluated for unbalanced pricing. Unbalanced pricing exists when, despite an acceptable total price, the price of one or more exhibit line items appear to be significantly overstated or understated as indicated by the application of price analysis techniques. An offeror's proposal may be rejected if the Contracting Officer (CO) determines the lack of balance poses an unacceptable risk to the Government.

5. Price realism analysis may be performed. Analysis will address whether prices are realistic in relation to the work to be performed, reflect a clear understanding of the requirements, and are consistent with other portions of the offeror's proposal so as to avoid the risk of poor performance. An offeror's proposal may be rejected if the Contracting Officer determines the degree of unrealistic pricing poses an unacceptable risk to the Government.

## **B. NON PRICE FACTORS**

### **FACTOR 1 – CORPORATE EXPERIENCE**

#### **(2) BASIS OF EVALUATION:**

The Offeror's total relevant corporate experience will be rated based on the degree and proficiency of projects performed as reflected in the summary page submittal and projects submitted by the Project Data Sheets, Exhibit F. The basis of evaluation will be the degree to which, after meeting the minimum requirements, the Offeror demonstrates experience and competency reflected in up to eight (8) relevant projects. The assessment of the degree of the Offeror's experience and demonstrated proficiency will be used as a means of evaluating the capability of the Offeror to successfully meet the requirements of the RFP.

Projects submitted shall be at least 80% complete. These projects must have been at least 80% performed/completed within the past five (5) years of the date of issuance of this RFP. Projects shall demonstrate the offeror's specialized experience on relevant projects that are similar in size, scope, and complexity to the work described in Annex 18. The percentage complete must be included on the Project Data Sheet, Exhibit F.

Collectively, the projects submitted shall demonstrate experience and proficiency with all of the following components:

1. Landscape-scale Erosion Control
2. Earth Moving
3. Native Container Planting in Wildland Areas
4. Hydroseeding
5. Biological Monitoring and Surveys
6. Environmental Signage
7. Resource-protective Fencing
8. Weed Treatment in Wildland Areas

The Offeror's proposal may be rated higher if, cumulatively, the project(s) submitted demonstrate a high degree of experience and proficiency in across all eight (8) components listed above.

The Offeror must demonstrate that the Offeror (or, collectively, its constituent members, if the Offeror is a legal entity comprised of multiple firms, e.g. a joint venture or partnership) has (have) self-performed at least five (5) of the eight (8) components, either as a prime or subcontractor.

Projects completed by a teaming partner/subcontractor may be submitted. However, the teaming partner/subcontractor experience will not fulfill the Offeror's requirement to have self-performed at least five (5) of the eight (8) specialized experience components.

If the offeror is a Joint Venture, and the Joint Venture does not have shared experience, at least one relevant project shall be submitted for each Joint Venture member. If no shared project experience is demonstrated, proposals that fail to submit at least one relevant project for each member of the Joint Venture will be evaluated as unacceptable and will be ineligible for award. Offerors are required to provide up to eight (8) projects combined.

Any project submitted which is: (1) in excess of the maximum allowed eight (8) projects; (2) not submitted using the Project Data Sheet, RFP Exhibit F; (3) not at least 80% performed/completed within the five-year period specified; (4) not similar in size, scope, and complexity to work described in Annex 18 and relevant to one or more of the eight (8) components; or (5) does not meet the Section L, Factor 1 definition of a "project" as set forth in the RFP, will not be evaluated.

## **FACTOR 2 – TECHNICAL APPROACH (SCENARIO):**

### **(2) BASIS OF EVALUATION:**

The basis of evaluation will focus on the Offeror's procedures and management approach to coordinate all aspects of the site restoration scenario from startup to completion.

The following areas will be evaluated to determine the viability of the proposed technical approach:

- 1) Procedures for accomplishing the task (e.g., Work Plan, restoration methodology, success tracking, environmental protection measures);
- 2) Management approach and staffing plan (i.e., personnel and qualifications);
- 3) Reporting, including Interim and Final Deliverables;
- 4) Fieldwork coordination, schedule, and communication plan to effectively communicate with natural resource and contract management personnel.

The proposal that offers a higher potential for success in accomplishing the performance objectives in consideration of technical and performance challenges associated with the site restoration scenario may receive a higher rating.

## **FACTOR 3 – SAFETY:**

### **(2) 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 and 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's Technical Approach for Safety

- Other sources of information available to the Government

(a) 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.

(b) 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.

(c) Technical Approach for Safety:

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

**FACTOR 4 - PAST PERFORMANCE:**

**(2) BASIS OF EVALUATION:**

The basis of evaluation will focus on the Offeror's past performance in performing relevant contracts and/or task orders for work of similar size, scope and complexity to that described in Annex 18. To be considered projects must have been completed or substantially completed (80% completed/performed) within the past five years from the solicitation issuance date.

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

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

The following have been deleted:

SECTION M

(End of Summary of Changes)