

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 146	
2. CONTRACT NO.		3. SOLICITATION NO. N62473-15-R-0807	4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 17 Apr 2015	6. REQUISITION/PURCHASE NO. ACQR#3752418		
7. ISSUED BY NAVFAC SOUTHWEST ENVIRONMENTAL CONTRACTS CORE CODE RAQEO 1220 PACIFIC HWY SAN DIEGO CA 92132-5190			CODE N62473	8. ADDRESS OFFER TO (If other than Item 7) See Item 7		CODE	
			TEL:			TEL:	
			FAX:			FAX:	

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

SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in See Section L for the address until 02:00 PM local time 19 May 2015
(Hour) (Date)

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

10. FOR INFORMATION CALL:		A. NAME PENNY A BROWN	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 619-532-3859	C. E-MAIL ADDRESS penny.brown@navy.mil
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OFFER (Must be fully completed by offeror)

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

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

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

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

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

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

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	MARINE HABITAT SERVICES FFP	1	Each		
	<p>The work is for services to provide marine habitat surveys, maps, transplanting, and monitoring of Marine Habitats at various locations in Alaska, California, Oregon, and Washington. The work consists of planning level bathymetric survey services and mapping of biological communities in waters less than 40 meters in depth, surveying designated areas for eelgrass presence and density. The work also includes preparing marine habitat maps using either aerial photos or existing maps, preparing eelgrass restoration plans, mitigation plans and planting plans, conducting marine habitat field work, documenting field work with photographs and maps, and preparing reports, monitoring at the intervals specified in the Eelgrass Restoration/Mitigation Plan and Southern California Eelgrass Management Policy. In addition, the work includes providing marine habitat surveying for exotic invasive vegetation and alga using surveillance, high intensity surveillance, or eradication area surveys, and preparing stereo aerial photographs. The period of performance is for a Base Year and Four Option years. This is for an Indefinite Delivery/Indefinite Quantity type contract with Firm-Fixed Priced Exhibit Line Items (ELINS), (Exhibits A through E, ELINS A001 through E061) with Negotiated ELINs (e.g. ELINs A062 & A063). The Maximum dollar value for all contracts awarded for all years is Not to Exceed \$10 million dollars. FOB: Destination PURCHASE REQUEST NUMBER: ACQR#3752418</p>				

NET AMT

MAXIMUM NOT TO EXCEED (NTE) AND MINIMUM GUARANTEE

The maximum or Not to Exceed (NTE) value of the contract, for the base period and all options periods, is NTE \$10 Million. The contract minimum guarantee amount is \$5,000. The Government intends to issue a task order(s) to obligate the contract minimum guarantee in the amount of \$5,000 concurrently with the award of the basic contract(s). The minimum guarantee applies to the five-year term of the contract.

Section C - Descriptions and Specifications

010000 – General Information		
Spec Item	Title	Description
1	General Information	
1.1	Outline of Services	<p>Except where otherwise stated, the Contractor shall furnish all labor, management, supervision, tools, materials, equipment, incidental engineering, travel and transportation, and other items necessary to provide the services outlined below and described in this Performance Work Statement (PWS) in California, Oregon and Washington. Work will be awarded as pre-established fixed price work. The PWS is organized into annexes. Annex 1 is "General Information". Annex 2 contains the on-site project management and administration requirements. Annexes 3 through 18 contain the technical requirements.</p> <p>Annex 1 General Information Annex 2 Management and Administration Annex 3 Command and Staff (N/A) Annex 4 Public Safety (N/A) Annex 5 Air Operations (N/A) Annex 6 Port Operations (N/A) Annex 7 Ordnance (N/A) Annex 8 Range Operations (N/A) Annex 9 Health Care Support (N/A) Annex 10 Supply (N/A) Annex 11 Personnel Support (N/A) Annex 12 Morale, Welfare and Recreation Support (N/A) Annex 13 Galley (N/A) Annex 14 Housing (N/A) Annex 15 Facilities Support (N/A) Annex 16 Utilities (N/A) Annex 17 Base Support Vehicles and Equipment (N/A) Annex 18 Environmental</p>
1.2	Project Location	The work shall be performed at various locations throughout California, Oregon and Washington and could vary from location to location.
1.3	Background Information	Background Information (location, surrounding communities, description of Installations and Commands, Natural and Cultural Resources, etc.) will be provided per individual Task Order.
1.4	Verification of Workload and Conditions	Throughout the Performance Work Statement (PWS), the workload data provides data such as maps, figures and tables to represent the type, quantity and location of services to be provided. However, at the task order level, offerors are encouraged to visit the project site during the site visit for Offerors as part of its due diligence to assess the nature of work and conditions under which work is to be performed.

0100000 – General Information		
Spec Item	Title	Description
1.5	Related Information	<p>There are four types of Related Information that can be found in the Description and Related Information columns of the specification as follows:</p> <p>Informational Notes as used throughout this PWS provides additional information to Offerors to be used in developing a thorough understanding of the work to be performed in this contract. Any block of text marked “Informational Notes” throughout Annexes 1 through 18 is subject to this disclaimer. Offerors may not rely upon the "Informational Notes" as material representations of the Government. Information provided in "Informational Notes" does not create a contractual requirement on either party to this contract.</p> <p>Clarifying Information describes client expectations in a more detailed manner than the Performance Objective and Performance standard alone.</p> <p>Constraining Information describes limitations to the work performed to meet the Performance Objective and Performance Standard.</p> <p>Requirement Information further describes client requirements associated with each Performance Objective.</p>
1.6	Navy Approach to Service Contracting	<p>The Department of Navy (DoN) spends billions of dollars each year to provide base operations support services (OBOS). The Head of the Contracting Activity (HCA) of the Naval Facilities Engineering Command (NAVFAC) has focused increased attention on re-engineering service contracts in response to customer and industry feedback, budget constraints, and the impact of a variety of contracting, program management and financial management regulations. The Navy also supports the following principles:</p>
1.6.1	Partnering Philosophy	<p>The first principle is that the Navy views its contractors as partners and not just abstract service providers. The Navy wants its contractors to succeed because partners' success drives the Navy's successful mission completion. Within the bounds of acquisition policy the Navy intends to work to find solutions that will be beneficial to both the Government and its partners.</p>
1.6.2	Contractor's Knowledge	<p>The second principle is that the Navy will receive insightful management from its contractors. This management will include the knowledge, skills, authority and willingness to use contractor resources to find better ways of serving Navy clients' strategic and operational goals and objectives. The Navy's use of performance-based objectives evidences this principle. Although performance work statements will typically contain several levels of performance assessment, the Navy wants its contractors to exercise maximum discretion within bounds of prudent risk management to adjust processes and resources needed to reach specified objectives at the highest performance level.</p>
1.6.3	Industry Best Practices	<p>The third principle is that the Navy will adopt industry best commercial practices and maintain state-of-the-art service delivery. It is the Navy's and contractor's responsibility as partners to reach this goal. To that end, the Navy's emphasis will be in evaluating performance objectives (end results).</p>

0100000 – General Information		
Spec Item	Title	Description
1.7	Standard Template	<p>Key to implementing a programmatic approach is using a standard template that ensures Navy-wide consistency yet affords appropriate tailoring to meet local needs. This contract conforms to the standard template and has been tailored for this solicitation. NAVFAC intends to use this template-based approach for future service contracts. Offerors should develop an understanding of the template as part of performing due diligence in reaching an understanding of the Navy's requirements and expectations.</p> <p>The standard template contains 18 standard annexes. Annex 1 will always contain information that is relevant to the entire scope of the contract. Annex 2 contains on-site project management and administration requirements that are relevant to the entire scope of the contract. Annexes 3 through 18 contain the technical information and requirements peculiar to that technical annex. Within each technical annex, the organization of information and requirements are also standardized. Specification item 1 will always contain General Information. Specification item 2 will always contain the management and administrative requirements. Specification Item 3 contains Indefinite Delivery-Indefinite Quantity (IDIQ) work requirements with Non Pre-Priced Fixed Contract Price (e.g. Exhibit Line Items (ELINs) A062 & A063). Specification item 4 will always contain the IDIQ requirements. For this contract, Specification Item 4 contains IDIQ work requirements with Pre-Established Fixed Contract Prices (see Exhibit Line Item Numbers (ELIN) A001-E061).</p>
1.8	Navy PBSC Approach	The Navy's approach to performance-based service contracting (PBSC) includes four component parts which are 1) Performance outcomes, 2) Measurable standards, 3) Consideration of incentives, and 4) Performance assessment plan.
1.9	General Contract Requirements	The contractor shall survey, map, transplant, monitor, and provide other related biological services of marine habitats in accordance with the contract requirements and specifications. All the work will be order by issue of a task order and performed at various locations in California, Oregon and Washington. The types of natural resources services that may be ordered under this contract include but are not limited to: marine biological monitoring, Marine Habiatat surveying, and mapping ranging from intertidal to deep water; eelgrass surveying, mapping, transplanting, and monitoring; natural resources management plans; aerial photo interpretation of water use and natural resources; geographic information systems (GIS); and research on natural resource related topics. All diving operations by SCUBA or Surface Supplied Air will be conducted per the allowable depths and duration as prescribed by US Army Corps of Engineers EM 385 1-1 Safety and Health Requirements.
1.10	Technical Proposal Certification	The contractor warrants that its proposal incorporated herein by reference including, but not limited to, proposed approaches, staffing, methodology, or work plans, will meet the performance objectives set forth in this contract during execution thereof. The contractor is not excused from meeting such performance objectives in the event such proposal proves inadequate as conceived or executed to meet such performance objectives. The contractor understands that it bears all of the cost and performance risk associated with adopting acceptable additional (and/or alternative) means or methods of meeting the performance objective.

ANNEX 2

0200000 - Management and Administration		
Spec Item	Title	Description
2	Management and Administration	
2.1	Definitions and Acronyms	
	Administrative Contracting Officer (ACO)	The individual designated by the Contracting Officer to administer the contract.
	ACOE	Army Corps of Engineers
	Annual Monitoring Report (eelgrass transplanting)	The annual monitoring report discusses the results of monitoring effort for the transplant site. This draft report is submitted to the COR 30 days after the annual anniversary of the project. After receipt from the COR, the Contractor has fifteen days to incorporate comments and return as final.
	Biological Day to Conduct Marine Mammal Surveys and Monitoring (MMO BIODAY)	A survey team consisting of four marine mammal observer personnel. The definition of MMO BIODAY also includes time for data collection, analysis, reporting and deliverable requirements for the task. The minimum number of BIODAYS required for each task has been estimated by the Government.
	Biological Day to Conduct Surveys and Monitoring (DIVE BIODAY)	A survey team consisting of four personnel one diving supervisor (supervisor/diver/senior biologist/senior marine scientist), two marine scientists (diver/technician/biologist), one standby technician (captain/deck hand/technician/reserve diver) as compliant with EM 385 1-1, 30 Nov 14 or most recent edition, and one survey boat and dive gear for eight hours. Survey/monitoring may utilize biologist divers, differential global position systems, side-scan sonar, or aerial photography to determine the areal extent of marine resources. The definition of DIVE BIODAY also includes time for data collection, analysis, reporting and deliverable requirements for the task. The minimum number of BIODAYS required for each task has been estimated by the Government.
	Biological Day to Conduct Single Beam Sonar (SB BIODAY)	A survey team consisting of four personnel one diving supervisor (supervisor/diver/senior biologist/senior marine scientist), three diver/technicians (captain, diver, deck hand, or technician), and one survey boat for eight hours. The definition of SB BIODAY also includes time for data collection, analysis, reporting and deliverable requirements for the task. The minimum number of BIODAYS required for each task has been pre-determined by the Government.
	Biological Day to Conduct Sidescan Sonar (SS BIODAY)	A survey team consisting of four personnel one diving supervisor (supervisor/diver/senior biologist/senior marine scientist), three diver/technicians (captain, diver, deck hand, or technician), and one survey boat for eight hours. The definition of SS BIODAY also includes time for data collection, analysis, reporting and deliverable requirements for the task. The minimum number of BIODAYS required for each task has been pre-determined by the Government.

0200000 - Management and Administration		
Spec Item	Title	Description
	Caulerpa Control Protocol (CCP)	Protocol established for California nearshore coastal and enclosed bays, estuaries, and harbors from Morro Bay to the U.S./Mexican border in order to detect existing infestations as well as avoid the spread of Caulerpa species within other systems. This protocol outlines the certification, survey, and reporting guidelines required when surveying for the various invasive species including <i>C. taxifolia</i> , <i>C. mexicana</i> , <i>C. racemosa</i> , <i>C. cupressoides</i> , <i>C. sertularioides</i> , <i>C. ashmeadii</i> , <i>C. floridana</i> , <i>C. scalpelliformis</i> , and <i>C. verticillata</i> .
	Contracting Officer (KO)	The individual with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.
	Contracting Officer's Representative (COR)	The individual designated by the KO to be responsible for technical monitoring and surveillance efforts of the Contract/Task Order. The COR is responsible for ensuring all work is performed per the requirements and specification outlined in the Contract/Task Order, and that work performed, including all written reports and professional services are of an acceptable technical quality. The COR has no authority to make any changes to the Contract/Task Order, and only the KO may effect any change.
	Contractor	The 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 insure that subcontractors comply with the provision of this 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.
	Degree in Natural Sciences	Natural science degrees include biology, wildlife biology, wildlife management, botany, ecology, range science, hydrology, soil science, and/or zoology. If major is not from subject list above, resume must include transcript with additional educational requirements including dates, courses, and institution highlighting 24 semester hours in the subject. Degrees in hydrology and soil science, etc. may be considered acceptable if field experience with natural resources projects is indicated in the Project Data Sheet(s). For this procurement, majors in planning or engineering are not considered "natural sciences."
	DoD	Department of Defense
	Eelgrass Bundle	Eelgrass bundles shall consist of a minimum of 10 turions per anchor/bundle according to the technique implemented by Fonseca et al. (1982), Merkel (1986), and MBC Applied Environmental Sciences (1990). Eelgrass from the donor sites will be washed of sediment, placed in seawater and fabricated into shoot bundles. Eelgrass bundles shall be planted 1 meter on center for a total of 10,500 bundles/10,000 ² meters.

0200000 - Management and Administration		
Spec Item	Title	Description
	Eelgrass Restoration and Marine Habitat/Mitigation Plan	A plan that details the loss of eelgrass as a result of a federal action. The plan shall include a description of the project site, transplant site, and control site; a discussion of transplant techniques, timing and implementation; and transplant site design and post-transplant requirements. The plan shall be submitted to the COR 30 days prior to the beginning of project. The plan shall be submitted in the format in Exhibit F.
	Eelgrass Transplant Report	The final Eelgrass Transplant Report describes all findings including a base map of pre-planting conditions, an overlay map of post planting conditions, and overlay of the mitigation site. The report shall verify turion (leaf shoot) density and aerial coverage of eelgrass and shall verify whether mitigation requirements have been met.
	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 Items Number
	GIS	Geographic Information System
	GPS	Global Positioning System
	NEPA	National Environmental Policy Act
	Quality Assurance (QA) Program	A program implemented by the Government to evaluate the output quality and responsiveness of the Contractor to ensure that the Government receives the services for which public funds are expended. It is emphasized that the Government's quality assurance program is not a substitute for the quality control program implemented and administered by the Contractor.
	Quarterly Reports	The Contractor is required to deliver a progress report to the COR via e-mail every quarter when any Task Order is active.
	SDSFIE	Spatial Data Standards for Facilities, Infrastructure, and Environment
	Side-Scan Sonar	An acoustic imaging device used to provide wide-area, large-scale pictures of the floor of a body of water. Side scan sonar point multiple beams at angles and cover large overlapping swaths of the seafloor and only measure features on the seafloor and cannot collect bathymetry data.
	Single-Beam Sonar	An acoustic imaging device that utilizes sonar technology to collect measurements of the sea floor with a single narrow footprint. The data resolution is determined by the footprint size, sampling interval, sampling speed, and transect spacing. Depending on the sensor type, single beam sensors may collect bathymetry data or be calibrated to identify seafloor habitats or subsurface sediments.
	Site Visit	A visit to the area to be surveyed or planted.

0200000 - Management and Administration		
Spec Item	Title	Description
	Station Contact	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.
	Task Order (TO)	A task order is a written 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.
	U.S. Army Corps of Engineers, Safety and Health Requirements Manual EM 385 1-1 (EM 385 1-1) (as amended)	A manual that prescribes the safety and health requirements for all U.S. ACOE operations, for both government and contractor employees that must be met. All water activities must be in compliance with EM 385 1-1 30 Nov 14 or most recent edition, Sections 5 Personal Protective and Safety Equipment (05.H Personal Flotation Devices), 19 Floating Plant and Marine Activities and 30 Diving Operations, and Appendix O Manning Levels for Dive Teams.
	USFWS	United States Fish and Wildlife Service
	UTM	Universal Transverse Mercator
	Work Plan	The Work plan shall include all items addressed in the Task Order and applicable policies and protocols including the most recent version of the California Eelgrass Mitigation Policy (CEMP) (Exhibit G) and Caulerpa Control Protocols (CCP) (http://www.westcoast.fisheries.noaa.gov/publications/habitat/caulerpa_taxifolia/caulerpa_control_protocol_4_.pdf) and schedules and milestones addressing all tasks and associated deliverables.
2.2	General Information	
2.2.1	Government Regular Working Hours	The Government's regular (normal) working hours are from 0730 to 1630 Monday through Friday except observed Federal holidays and other days specifically designated by the KO.
2.2.1.1	Observed Federal Holidays	The Government observes the following holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.
2.2.2	Wage Determinations	Refer to Section H for wage determinations incorporated by reference.
2.3	General Administrative Requirements	
2.3.1	Required Conferences and Meetings	The Contractor may be required to attend administrative and coordination meetings. Meetings will be held as often as necessary at the direction provided by the KO (via the COR). A mutual effort will be made to resolve all identified contract-related problems during meetings. The Contractor's representative and the Government's representative shall sign the written minutes of these meetings, prepared by the Contractor and reviewed by the Government. Should the Contractor not concur with the review comments provided by the Government on Contractor's minutes, the Contractor shall state in writing to the KO (via the COR) any areas of disagreement within 10 calendar days.

0200000 - Management and Administration		
Spec Item	Title	Description
2.3.2	Permits and Licenses	The Contractor shall, 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 (via the COR) at proposal submission if required or before work commences on each Task Order and at other times as requested by the KO (transmitted via the COR). No survey shall violate any conditions stipulated in federal or state permits issued in support of the survey effort of the Task Order. The Contractor shall be responsible for all permit violations or other illegal acts conducted by Contractor or Subcontractor personnel including any consequences that arise from these actions.
2.3.3	Insurance	The Contractor shall furnish the KO a certificate of insurance within 15 days after award of this contract 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 calendar 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	The Contractor shall procure and maintain, during the entire period of performance under this contract, the following minimum insurance coverage: 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

0200000 - Management and Administration		
Spec Item	Title	Description
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 re-vegetation 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 KO. No animals will be brought on to Government property and released without the consent of the KO. Personal pets are not to be brought on to Government property. The Contractor will not remove dead, injured or sick wildlife from Government property. All such wildlife shall be reported immediately to the COR.
2.3.5	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.
2.3.5.1	Applicable Laws, Regulations, and References	The following lists laws, regulations, Executive Orders 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. 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 recognized 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.

0200000 - Management and Administration		
Spec Item	Title	Description
	Bald Eagle Protection Act	The Bald Eagle Protection Act (Bald and Golden Eagles Act; PL 95-616; 16 USC §§ 668 et seq.) provides for protection of the bald eagle and the golden eagle 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.
	Clean Air Act	The Clean Air Act (42 USC § 7401 et seq.) is the major federal legislation addressing air pollution control. 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. 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 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.) 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 and Rehabilitation Program on Military and Public Lands	The Conservation and Rehabilitation Program on Military and Public Lands (PL 93-452; 16 USC §§670 et seq.) amends PL 86-797 by providing for fish and wildlife habitat improvements, range rehabilitation, and control of off-road vehicles on Federal lands.

0200000 - Management and Administration		
Spec Item	Title	Description
	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 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.) This Act 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. Requires State and local coordination in planning response actions to chemical emergencies. Requires certain industries to submit information on chemical inventories and fugitive emissions.
	Endangered Species Act	The Endangered Species Act (ESA) (PL 93-205; 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.
	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.

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Spec Item	Title	Description
	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 United States Fish and Wildlife Service (USFWS) and California Department of Fish and Wildlife (CDFW), 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 CDFW. Like National Environmental Policy Act (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.

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Spec Item	Title	Description
	Magnuson-Stevens Fishery Conservation Management Act	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 activities, authorized, funded, or undertaken by the agency, that may adversely affect Essential Fish Habitat.
	Migratory Bird Treaty Act	<p>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.</p> <p>Controlled burns during the avian breeding season (approximately February through October) would violate the Act, according to the USFWS Carlsbad Office.</p>
	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.

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Spec Item	Title	Description
	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.</p> <p>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 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.</p>
	National Historic Preservation Act of 1966	<p>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.</p>
	National Trails Systems Act of 1968	<p>National Trails Systems Act of 1968 (16 USC § 1271) promotes development of recreational, scenic, and historic trails for persons of diverse interest and abilities.</p>

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Spec Item	Title	Description
	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	The 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.
	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.
	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.

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Spec Item	Title	Description
	Safe Drinking Water Act	<p>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.</p> <p>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.</p>
	Sikes Act	<p>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.</p> <p>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.</p> <p>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 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 INRMPS.</p>
	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 instream 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 § 1274) requires identification and protection of any river or stream that qualifies under the act.
2.3.5.2	Executive Orders (EOs)	The following are executive orders that are relevant to Natural Resources.

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Spec Item	Title	Description
	EO 11644 – Use of Off-Road Vehicles on the Public Lands (8 Feb 1972). Amended by EO 11989 and EO 12608.	Requires federal land managing agencies, including the Department of Defense, to issue regulations governing use of off-road vehicles on the public lands. Regulations shall be designed to protect natural resources and protect safety of individuals involved. 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 restricts Federal agencies in the use of exotic plant species in any landscape and erosion control measures.
	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 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 has 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 (CEQ) to issue regulations to make environmental impact statements more effective. Vice-President Gore abolished the CEQ, and to date there is no replacement of the body.

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Spec Item	Title	Description
	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 Compliance with Pollution Control Standards	Provides that the head of each federal agency is responsible for compliance with “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 Environmental Protection Agency (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.
2.3.5.3	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

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Spec Item	Title	Description
	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 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.
2.3.5.4	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 (NRMC). Provides for management of renewable natural resources on military lands.
	DoD Directive 4001.1 of 4 September 1986	Installation Management
	DoD Directive 4140.1 of 4 January 1993	Material Management Policy
	DoD Directive 4165.57 of 8 November 1977	Air Installations Compatible Use Zones
	DoD Directive 4165.60 of 4 October 1976	Solid Waste Management – Collection, Disposal, Resource Recovery, and Recycling Program

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Spec Item	Title	Description
	DoD Directive 4700.2 of 15 July 1988	Secretary of Defense Award for Natural Resources and Environmental Management
	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 (DOD PMP)
	DoD Instruction 5000.13 of 13 December 1976	Natural Resources – the Secretary of Defense Natural Resource Conservation Award. Delineates procedures for participating in completion for Secretary of Defense Conservation Award.
2.3.5.5	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 (NAVFACENGCOM), for outgrant of Navy controlled real property. Responsibility for administration, management, and utilization of Navy real 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.

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Spec Item	Title	Description
	OPNAVINST 5090.1D	Department of the Navy Environmental and Natural Resources Procedural Manual
	OPNAVINST 5090.1D Ch. 22	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	Government-Furnished Property, Materials and Services	In accordance with NAVFAC Clause 5252.245-9300, GOVERNMENTFURNISHED PROPERTY, MATERIALS AND SERVICES, and the following paragraphs, provides that the Government will furnish or make available to the Contractor certain Government-owned facilities, utilities, materials, and equipment for use in connection with this contract.
2.4.1	Government-Furnished Facilities (GFF)	The Government will not furnish or make available to the Contractor any facilities.
2.4.2	Government-Furnished Utilities	The Government will not furnish utility services as specified in NAVFAC 5252.245-9300, GOVERNMENT-FURNISHED PROPERTY, MATERIALS AND SERVICES.
2.4.3	Government-Furnished Materials (GFM)	Upon award of Task Order, the Government will 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.
2.4.4	Government-Furnished Equipment (GFE)	The Government will not furnish or make available to the Contractor any tools and equipment.
2.5	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 contract. The KO (via the COR) 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 (via the COR) may at any time require samples, Material Safety Data Sheets (MSDS), manufacturer's data cut sheets of materials used in this contract.

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Spec Item	Title	Description
2.6	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 (secured via the COR).
2.6.1	Publications	<p>Authorship of any publication arising from the research surveys conducted under the contract shall be determined by a joint consultation between the KO (via the COR) 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 the 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>
2.6.2	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 completing 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 acquired by the Contractor for use in this contracted work shall be maintain by the Contractor. 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>
2.7	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 staffing with the necessary management expertise to assure performance objectives and standards are met.
2.7.1	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.

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Spec Item	Title	Description
2.7.2	Work Schedule	The Contractor's work shall not interfere with normal Government business. All work shall be performed and completed in accordance with the time frames established under each Task Order. In those cases where some interference is unavoidable, the Contractor shall minimize the impact and effects of the interference. The Contractor shall provide advance access of all of its work schedules to the Government. The Contractor shall immediately notify the KO (via the COR) of any difficulty in scheduling work due to Government controls.
2.7.3	Deliverables	Government acceptance of deliverables will not relieve the Contractor of the responsibility for any error or omission which may exist in the deliverable, as the Contractor is responsible for all requirements of this contract.
2.7.4	Service Interruptions	If any utilities or other services must be discontinued (even temporarily) due to scheduled contract work, the Contractor shall notify the KO, affected tenants, and customers in accordance with local procedures.
2.7.5	Frequency of Service	<p>Unless otherwise noted, services designated with the following frequencies shall be performed at intervals specified:</p> <p>a. Annual (A). Services performed once during each 12 month period of the contract at intervals of 335 to 395 days.</p> <p>b. Semi-Annual (SA). Services performed twice during each 12 month period of the contract at intervals of 160 and 200 calendar days.</p> <p>c. Biennial (BA). Services performed every 2 years on a date or during the month specified.</p> <p>d. Quarterly (Q). Services performed 4 times during each 12 month period of the contract at intervals of 80 to 100 calendar days.</p> <p>e. Monthly (M). Services performed 12 times during each 12 month period of the contract at intervals of 28 to 31 calendar days.</p> <p>f. Bi-monthly (BM). Services performed 6 times during each 12 month period of the contract at intervals of 58 to 63 calendar days.</p> <p>g. Weekly (W). Services performed 52 times during each 12 month period of the contract at intervals of 6 to 8 calendar days.</p> <p>h. Bi-weekly (BW). Services performed 26 times during each 12 month period of the contract at intervals of 13 to 15 calendar days.</p> <p>i. Daily (D). Services performed 261 times during each 12 month period of the contract, once each day, Monday through Friday, including holidays unless otherwise noted.</p>

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Spec Item	Title	Description
2.7.6	Quality Control Program	<p>A. The Contractor shall establish and maintain a complete Quality Control (QC) program to ensure that work performed under the contract 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> <ul style="list-style-type: none"> • Accurate documentation of work processes, procedures, and output measures. • A systematic procedure for assessing compliance with performance objectives and standards. • Accurate documentation of quality inspections conducted throughout the execution of work. • Assessment-driven corrective actions and process adjustments as appropriate in a timely manner. <p>B. The Contractor shall submit a written description of their QC Program to the KO (via the COR) for review and approval within 15 calendar days after award of the contract. A general description of the Contractor's QC Program shall be available for Government review during the pre-award survey.</p>
2.7.6.1	QC Inspection	The Contractor shall establish and maintain an inspection 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 maintain a file of all scheduled and performed QC inspections, inspection results, and dates and details of corrective and preventive actions. The 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 (via the COR) within 5 calendar days of completion/termination of the task order.
2.8	Personnel Requirements	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.
2.8.1	Key Personnel	The minimum qualifications for education and experience are set forth below. Key personnel shall be employees of the prime contractor.
	Program Manager	<p>The Program Manager shall be an employee of the prime contractor with authority to represent the interest of the contractor in all matters relating to the contract or to a specific task order.</p> <p>Minimum Qualifications:</p> <p>a) At least five (5) years of full-time professional experience in natural resources management, environmental science, or a closely related field.</p> <p>b) At least two (2) years of experience in a project principal or project director capacity.</p> <p>c) The ability to maintain a fully-staffed and equipped work force.</p>

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Spec Item	Title	Description
	Diving Safety Officer	<p>The Diving Safety Officer (DSO) serves as a member of the Diving Control Board as required by the American Academy of Underwater Scientists (AAUS). The DSO is responsible for all safety compliance for the Contractor and approves all US Army Corps of Engineers EM 385-1-1 Safety and Health Requirements safety documents for diving operations submitted to the Government. This diver can also act as the Diving Supervisor or Standby Diver, if qualified. The DSO shall approve and manage all diving aspects of Task Orders.</p> <p>Minimum Qualifications:</p> <ul style="list-style-type: none"> a) At least five (5) years of experience as a dive team supervisor on marine research related dives as demonstrated by their resume. b) Appointed by the Contractor's AAUS Diving Control Board. <p>Minimum Education/Training:</p> <ul style="list-style-type: none"> a) Trained as a scientific diver. b) Designated as a full member as defined by AAUS and be an active dive instructor from an internationally recognized certifying agency. c) Hold current certification in first aid and cardiopulmonary resuscitation (CPR) from the American Red Cross, the American Heart Association, or from an organization whose training adheres to the standards of the International Liaison Committee on Resuscitation, or from a Licensed Physician; current certification in the use of emergency oxygen systems, and, if provided on the dive site, the use of Automated External Defibrillators. d) All classes shall contain a hands-on component and cannot be taken online.
	Diving Supervisor/Senior Marine Scientist	<p>The Dive Supervisor is the primary operational authority on the dive teams operation and will be assigned by the Contractor on all diving Task Orders.</p> <p>Minimum Qualifications:</p> <ul style="list-style-type: none"> a) Meet the diving requirements of the US Army Corps of Engineers EM 385-1-1 Safety and Health Requirements for diving operations and AAUS. b) Participate in 12 working/training dives per year to maintain proficiency. c) At least five years of experience with surveying, mapping (using single-beam, multi-beam or sidescan sonar), monitoring eelgrass and exotic marine vegetation and algae, taxonomic identifications of marine fishes and invertebrates, shipboard surveys of marine mammals, working with unmanned autonomous vehicles, and conducting wetland reconnaissance and delineations. d) At least five years in a leadership role with direct experience managing teams and providing mentorship and training to intermediate and junior staff for successful project delivery.

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Spec Item	Title	Description
		<p>e) Working knowledge of federal and state environmental legislation as related to coastal development projects and potential impacts on fish and fish habitat, migratory birds, water quality and shipping.</p> <p>Minimum Education/Training:</p> <p>a) At least a Master's of Science in marine biology or highly related field.</p> <p>b) Demonstrate specific knowledge of the marine environment including eelgrass, exotic marine vegetation, marine mammals, fishes, algae, and invertebrates in intertidal and subtidal habitats.</p> <p>c) Demonstrate knowledge about the scientific method, technical science subject matter (i.e. biology, wildlife, botany, ecology, range science, hydrology, soil science, and/or zoology), sampling methods and design, field experience, Geographic Information Systems, and statistics.</p> <p>d) Hold current certification in first aid and cardiopulmonary resuscitation (CPR) from the American Red Cross, the American Heart Association, or from an organization whose training adheres to the standards of the International Liaison Committee on Resuscitation, or from a Licensed Physician; current certification in the use of emergency oxygen systems, and, if provided on the dive site, the use of Automated External Defibrillators.</p> <p>e) All classes shall contain a hands-on component and cannot be taken online.</p>
2.8.2	Non-Key Personnel	<p>This section outlines the requirements for individuals who shall be part of project teams, but who are not considered Key Personnel. If an individual possesses the required minimum qualifications and minimum education/training, they may fulfill more than one of the following roles on a project team. Resumes, permits, and qualifications for the following personnel do not need to be submitted in advance to the Government.</p> <p>However, if the Contractor has performance challenges, the Contracting Officer or their Representative may request documentation of project team members' qualifications, education and training. Individual Spec Items may stipulate additional qualifications required. Additionally, the Contractor is responsible to provide personnel qualified to perform the work. Qualifications stated here are the minimum qualifications that apply to work under Spec Items.</p>

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Spec Item	Title	Description
	Marine Scientist (Diver/Technician/Biologist)	<p>The Contractor shall assign a Marine Scientist(s) with the appropriate qualifications for all marine related species or habitat work.</p> <p>Minimum Qualifications:</p> <ul style="list-style-type: none"> a) Meet the diving requirements of the US Army Corps of Engineers EM 385-1-1 Safety and Health Requirements for diving operations and AAUS. b) Participate in five (5) working/training dives per year to maintain proficiency. c) At least three years of experience surveying, mapping (using single-beam, multi-beam or sidescan sonar), monitoring eelgrass and exotic marine vegetation and algae, taxonomic identifications of marine fishes and invertebrates. d) At least three (3) years of experience specifically conducting shipboard/aerial visual surveys for marine mammal species. e) Experience working from a variety of observation platforms such as small and large vessels and shore-based monitoring of species behavior in addition to documenting censuses. <p>Minimum Education/Training:</p> <ul style="list-style-type: none"> a) At least a Bachelor's of Science or a Bachelor's of Arts in marine biology or highly related field. b) Have had training through National Marine Fisheries Service (NMFS) approved programs.
	Standby Diver (Captain/Deckhand/Technician)	<p>A Standby Diver with the following qualifications will be assigned by the Contractor on all diving Task Orders.</p> <p>Minimum Qualifications:</p> <ul style="list-style-type: none"> a) Meet the diving requirements of the US Army Corps of Engineers EM 385-1-1 Safety and Health Requirements for diving operations and AAUS. b) Participate in five (5) working/training dives per year to maintain proficiency. c) At least one year experience surveying, mapping, sonar (single, multi and sidescan), transplanting, and monitoring eelgrass and exotic marine vegetation and algae. <p>Minimum Education/Training:</p> <ul style="list-style-type: none"> a) Captain's must maintain licenses and certifications appropriate for the vessel being operated.

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Spec Item	Title	Description
	Senior GIS/Sonar Analyst	<p>The Contractor shall assign a Geographic Information System Professional to all Task Orders for which GIS work is being done.</p> <p>Minimum Qualifications:</p> <ul style="list-style-type: none"> a) Demonstrated experience in Geographic Information System analysis, data organization, geodatabase maintenance and troubleshooting, and geospatial analyses. b) Minimum of 3996 hours of experience (in addition to educational/training time) using Geographic Information Systems and Global Position Systems with natural resources scientists and projects. c) A minimum of 3996 hours managing relational database software. d) Ability to utilize and import and maximize the accuracy data from, a variety of GPS data sources (Terrasync, iPhone and smart phone maps, Garmin, Trimble, etc). e) Ability to work with ERDAS, AutoCAD, or other locational information software and an ability to transfer files between different locational information software types. <p>Minimum Training/Education:</p> <ul style="list-style-type: none"> a) A bachelor's degree in geography, natural resources, natural sciences, planning, engineering, or geographic information systems. b) At least one (1) of the following three (3) qualifications: <ul style="list-style-type: none"> i. Possess a Geographic Information Certificate from a college/university (see http://www.sdmesa.edu/students/academicprograms/gis/degrees/). ii. Thirteen hours of GIS coursework. Acceptable courses are in the following areas: Geographic Information Science and Spatial Reasoning, Geographic Information Systems, Computerized Map Design, Cartography, Component GIS Architecture, Spatial Databases, Remote Sensing, Spatial Analysis, and GIS Mapping. iii. ArcGIS Desktop Associate Certification (or higher, see (http://www.esri.com/training/main/certification/desktopAssociate)).

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Spec Item	Title	Description
	Statistician	<p>The Contractor shall assign a Statistician with the following qualifications for all work requiring statistical analyses.</p> <p>Minimum Qualifications:</p> <ul style="list-style-type: none"> a) The ability to interface statistical analysis successfully with marine resources work. b) Demonstrated experience as primary statistical advisor for at least 1998 hours and on at least ten (10) projects as indicated by resume. c) Demonstrated experience with statistical software packages such as SAS and/or SYSTAT (experience may be documented by coursework, certification, or experience). d) Demonstrated experience working with GIS professionals on the implementation and interpretation of geospatial analyses. e) A full range of professional statistical knowledge in natural resources that is demonstrated by coursework and/or the projects they have advised, including: <ul style="list-style-type: none"> i. Sampling, collecting, computing, and analyzing biological data. ii. Experimental design experience related to sample selection, sample size, and required accuracy/power determinations. iii. Demonstrated ability to apply and appropriately interpret measures of central tendency, measures of dispersion, parametric and non-parametric hypothesis tests, goodness of fit tests, re-sampling, bootstrapping and randomization methods, and how to interpret the differences in outcome between the types of testing. iv. Use and interpretation of principal components analysis/factor analysis (PCA/ordination), and discrimination analyses, and the differences between them. v. An understanding of the effect of scale on geospatial statistical outcomes and the appearance of relationships, including the ability to identify if spatial occurrence is different from random or expected spacing. vi. Ability to use these techniques to interpret data and display them to adequately summarize data and support conclusions for the end user. <p>Minimum Training/Education: At least one (1) of the following two (2) qualifications:</p> <ul style="list-style-type: none"> a) Bachelor's in a statistical field (including statistics, applied mathematics, biometry) with a primary focus in mathematical ecology, biometry, or bio-statistics. b) A graduate school degree in natural resources with research that had major mathematical ecology, biometry, or bio-statistics components.

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Spec Item	Title	Description
	Wetland Delineator	<p>Wetland Delineator shall be assigned under those task orders that require wetland delineation or reconnaissance</p> <p>Minimum Qualifications:</p> <p>a) The delineator must know the ramifications of requesting a Preliminary Jurisdictional Delineation (PJD) or an approved JD (AJD) with the Army Corps of Engineers (ACOE).</p> <p>b) The wetland delineator will have extensive field work experience identifying wetlands and non-wetland waters of the U.S., in-depth knowledge of both the 1987 ACOE wetland delineation manual and the regional supplement appropriate to the Task Order area, and understanding delineation paperwork.</p> <p>c) Experience delineating waters of the U.S. for at least 1998 hours for the Task Order US Army Corps of Engineers Task Order region.</p> <p>This experience shall include:</p> <p>i. Getting delineations approved by the ACOE.</p> <p>ii. Experience making an isolated drainage call in the ACOE region of concern.</p> <p>iii. In the arid southwest, experience using ACOE guidance "Distribution of Ordinary".</p> <p>iv. High Water Mark (OHWM) Indicators and Their Reliability in Identifying the Limits of "Waters of the United States" in Arid Southwestern Channels" to delineate non-wetland waters of the U.S.</p> <p>d) Ability to correctly identify to species, subspecies or variety (as appropriate) all vascular plant species that occur on project site as defined in Task Order using taxonomic keys if necessary.</p> <p>Minimum Education/Training:</p> <p>a) A bachelor's degree in hydrology or natural sciences.</p> <p>b) Formal documented training in the wetland delineation methods used in the US Army Corps of Engineers Wetland Delineation Manual (Environmental Laboratory, 1987).</p>

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Spec Item	Title	Description
	GPS/GIS/Sonar Technician	<p>The Contractor may assign a GIS Technician to assist the GIS Professional, Project Manager, and Senior Biologist with GPS data collection and GIS database and analysis implementation.</p> <p>Minimum Qualifications:</p> <p>a) At least 1998 hours of Geographic Information System/Global Positioning System experience collecting GPS data and transferring it into GIS databases and eight semester hours of technical coursework in Geographic Information Systems. Acceptable courses are in the following areas: Geographic Information Science and Spatial Reasoning, Geographic Information Systems, Computerized Map Design, Cartography, Component GIS Architecture, Spatial Databases, Remote Sensing, Spatial Analysis, and GIS Mapping.</p>
	Marine Mammal Observer	<p>The Contractor shall assign a Marine Mammal Observer on all Task Orders with associated marine mammal visual observations.</p> <p>Minimum Qualifications:</p> <p>a) At least a Bachelors of Science degree in marine biology or a closely related field.</p> <p>b) At least five (5) years of experience specifically conducting shipboard/aerial visual surveys for marine species in southern and central California.</p> <p>Minimum Education/Training:</p> <p>a) Training through National Marine Fisheries Service (NMFS) approved programs and have experience working from a variety of observation platforms such as small and large vessels and shore-based monitoring of species behavior in addition to documenting presence and absence.</p>
	Field Technician	<p>Minimum Qualifications:</p> <p>a) Have the strength, endurance, agility, coordination, and visual and hearing acuity to perform the work covered by the Spec Items.</p> <p>b) Ability to write legibly, organize, and type data correctly.</p> <p>Minimum Education/Training: One of the following three (3) Education/Training paths:</p> <p>a) At least 2664 hours experience in field work specific to the Task Order.</p> <p>b) Associate of Science degree in natural sciences subject with at least 1332 hours of experience.</p> <p>c) Bachelor's degree in natural sciences subject with successful completion of field work course (such as field ecology, field school, undergraduate thesis with field work component) and at least 666 hours field season experience.</p>

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Spec Item	Title	Description
2.8.3	Employee Requirements/Qualifications	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, training instructions and materials.
2.8.3.1	Identification as 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 and must also be worn and visible at all times when on base. All Contractor employees shall appropriately identify themselves as contractor employees in telephone conversations and in formal and informal written correspondence.
2.8.3.2	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.
2.8.3.3	Employee Conduct	Contractor employees shall conduct themselves in a proper, efficient, courteous and businesslike manner.
2.8.3.4	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.
2.8.3.5	Proof of Citizenship	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.
2.9	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.
2.9.1	Employee Listing	The Contractor shall maintain and provide the Contracting Officer via the COR a current listing of employees within 15 days from award. The list shall include employee's name, and level of security clearance.
2.9.2	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. Vehicles shall be maintained in good repair.

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Spec Item	Title	Description
2.9.3	Passes and Badges	<p>All Contractor employees shall obtain the required employee and vehicle passes. All Contractor personnel may 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. Each employee shall wear their badge over the front of the outer clothing.</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 http://www.uscis.gov/portal/site/uscis by searching or selecting Employment Verification (Form I-9).</p>
2.9.3.1	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 http://eidpassport.com/products/government/rapidgate 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>
2.9.3.2	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>
2.9.4	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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Spec Item	Title	Description
2.9.5	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.
2.9.6	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	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 (April 2006 or latest version).</p> <p>In accordance with the USACE EM 385-1-1 of 14 Nov 2014, or latest edition (http://www.usace.army.mil/SafetyandOccupationalHealth/SafetyandHealthRequirementsManual.aspx), the Contractor shall use a qualified person to prepare the site-specific APP for each Task Order when the nature of the work requires it.</p>

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Spec Item	Title	Description
2.10.1	Accident Prevention Plan (APP)	<p>The Contractor shall develop and implement a site Accident Prevention Plan (APP). The APP shall be prepared by the Contractor's Site Safety and Health Officer (SSHO) 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 person and firm (senior person) preparing the APP, the Contractor, the on-site superintendent, the designated site safety and health officer and any designated Certified Safety Professional (CSP) and/or Corporate Industrial Hygienist (CIH). Activity Hazard Analysis (AHA) shall be updated as specified in the final APP.</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 Hazard Analyses (AHAs) and Occupational Risk and Compliance Plans and Programs as specified on the next page.</p>

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Spec Item	Title	Description
2.10.2	Activity Hazard Analysis (AHA)	<p>The Contractor shall prepare Activity Hazard Analyses (AHAs) for all applicable common recurring work activities performed under this contract.</p> <p>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>The Contractor shall submit an AHA on task orders with associated proposals whenever the service environment or required task is different than the FFP priced services. 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"> • The steps of the service process; • Identify potential hazards that exist as a result of the Contractor's service process within the environment; • Measures or plans of actions to safely remove potential hazards away from people in and around the service process and environment; • Specific materials and equipment necessary to safely remove potential hazards away from people in and around the service process and environment; • Inspection requirements to assure service activity is safe; and • 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. <p>During performance of services, the SSHA 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>
2.10.3	Emergency Response Plans	The Contractor shall develop emergency response plans to ensure safe evacuation and personnel safety in the event of fire or other emergency that include elements addressed in 01.E, 03.A, 03.D, and 19.A.04 of EM 385-1-1.
2.10.4	Hazards	Approximately 60 percent of the fieldwork in the desert ecological zone may be subject to flash flooding, which most commonly occurs along paved roads, gullies, arroyos and ravines. Approximately 40 percent of the fieldwork may be performed in ordnance impact areas, existing ranges or former ranges. Hazards in these areas may result from unexploded ordnance. All Contractor field personnel involved in each task order for which this potential exists shall attend safety briefs.
2.10.5	Emergency Medical Care	Only emergency medical care is available in Government facilities to the Contractor employees who suffer on-the-job injury or disease. Care will be rendered at the rates in effect at the time of treatment. Reimbursement shall be made by the Contractor to the Naval Regional Medical Center Collection Agent upon receipt of statement.

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Spec Item	Title	Description
2.10.6	Safety Inspections and Monitoring	The Contractor's workspace may be inspected periodically for OSHA and Navy violations. Abatement of violations will be the responsibility of the Contractor and/or the Government as determined by the KO. The Contractor shall provide assistance to the Safety Officer escort and the federal or state OSHA inspector if a complaint is filed. Any fines levied on the Contractor by federal or state OSHA offices due to safety/health violations shall be paid promptly.
2.10.7	Accident Reporting	The Contractor shall report all accidents to the KO, including exposure data, resulting in death, trauma or occupational disease. All accidents must be reported to the KO (via the COR) within 12 hours of the occurrence.
2.10.8	Damage Reporting	The Contractor shall submit to the KO (via the COR), in the manner and on the forms prescribed by the Government. A full report of damage to Government property and/or equipment by Contractor employees. All damage reports shall be submitted to the KO (via the COR) within 12 hours of the occurrence.
2.10.9	Fire Protection	The Contractor shall know where fire alarms are located and how to activate them. The Contractor shall handle and store all combustible supplies, materials, waste and trash in a manner that prevents fire or hazards to persons, facilities, and materials. Contractor employees operating critical equipment shall be trained to properly respond during a fire alarm or fire in accordance with local activity.
2.11	Environmental Protection	The Contractor shall comply with all applicable federal, state, and local laws, and with all applicable regulations and standards. All environmental protection matters shall be coordinated with the KO (via the NTR). Inspection of any of the facilities operated by the Contractor may be accomplished by the Activity Environmental Protection Coordinator, or authorized officials on a no-notice basis during Government regular working hours. In the event that a regulatory agency assesses a monetary fine against the Government for violations caused by Contractor negligence, the Contractor shall reimburse the Government for the amount of that fine and other costs. The Contractor shall comply with the instructions of the 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.
2.11.1	Non-Hazardous Waste	The Contractor shall dispose of debris and rubbish resulting from the work under this contract off of Government property.
2.11.2	Hazardous Waste	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.
2.11.3	Spill Prevention, Containment, and Clean-up	The Contractor shall contain, clean up, and report all spills on Government property in a manner that complies with applicable federal, state, and local laws and regulations or otherwise stated herein, and the installation spill control plan at no cost to the Government.
2.11.4	Hazardous Material Use	The Contractor shall ensure that procedures are in place to handle hazardous materials, pursuant to the FAR Clause 52.223-3, HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA.

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Spec Item	Title	Description
2.11.5	Protection of Endangered and Threatened Species (Flora and Fauna)	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 (via the COR) endangered and threatened species discovered in the course of work. The Contractor shall stop work in the immediate area of the discovery until directed by the KO (via the COR) to resume work.
2.11.6	Noise Control	The Contractor shall comply with all applicable federal, state and local laws, ordinances, and regulations relative to noise control.
2.11.7	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.
2.11.8	Asbestos Containing Material (ACM)	Asbestos containing insulation, flooring, and other building materials may be encountered by the Contractor during the performance of work under this contract, and the Contractor shall remain alert to this possibility. If ACM is encountered or suspected in the performance of work, the Contractor shall avoid removing, sanding, abrading, or disturbing the material. The Contractor shall verbally notify the KO (via the COR) within one hour and follow-up with written notification within 24 hours.
2.12	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.
2.13	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 (secured via the COR) prior to use.
2.14	Warranty Management	The Contractor shall report to the KO (via the COR) 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 (via the COR) will provide available warranty documents.
2.15	IDIQ Work Pre-Established Firm-Fixed priced work	This is an Indefinite Delivery Indefinite Quantity (IDIQ) contract for services to conduct marine habitat surveys, prepare and provide marine habitat maps, and monitor marine habitats and species at various locations in California, Oregon and Washington with both non pre-established fixed contract prices and pre-established fixed contract prices. Work under this contract will be ordered by written task orders issued to the Contractor by the KO.

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Spec Item	Title	Description
2.15.1	Negotiated, Non-Pre-Established Firm-Fixed Price Work	For work requirements with no pre-established fixed contract prices, each Task Order project will be competed by soliciting proposals from awardees under this contract. The actual amount of work to be performed and the time of such performance will be determined by the KO or his/her properly authorized representative, who will issue written task orders to the Contractor. Task order projects will provide location, scope of work, period of performance, quantities, COR and reference documents. The awarded task order will be a performance scope, firm-fixed price task with a specific completion date. Each task order will contain applicable clauses and provisions.
2.15.1.1	IDIQ Preparation of Proposals	In response to the Government's Request for Proposal (RFP) under Annex 18, the Contractor shall submit a proposal to the requesting KO. Proposals are to be submitted as designated per task order.
2.15.1.2	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 task order.
2.15.1.3	Technical Requirements for Geographic Area Mobilization and Operational Costs	Services under this contract are centered on facilities located in and around San Diego, California. NAVFAC SW has been playing an increasing role in supporting the needs of its regular customers as well as providing interagency support to other branches. As such, it is necessary to ensure Contractor resource availability over a large geographic service area. The Contractor shall provide pricing to mobilize and demobilize staff and equipment included in the ELIN pricing. The Contractor shall be responsible for all costs associated with travel, equipment mobilization and demobilization, site logistics, and feeding and lodging of project personnel on travel.

ANNEX 18 SPEC ITEM 3

1800000 – Environmental/Natural Resources				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
3.0	Negotiated, Non-Pre-Established Firm-Fixed Price Work for Travel and mobilization Outside San Diego County, CA	Travel and mobilization for task orders that are for work located outside the San Diego County, CA area. Travel for work that is performed outside the San Diego County, CA shall be negotiated at the task order level based on the actual location of where the work is to be performed. Travel under this spec item will be reimbursed based on actual costs.	Travel and Mobilization shall include all costs associated with travel to and from the project site including but not limited to equipment packing, shipping, vehicle costs, airfares, food and lodging, and staff time associated with mobilization, demobilization, and travel (i.e. Per Diem, lodging, & airfare, etc.). Travel cost shall not exceed the Joint Travel Regulation approved rates. The contractor must submit all associated travel receipts for travel performed under this Spec. Item with their invoice.	Contractor coordinates travel in accordance with the task order requirements.

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
3.1	Negotiated, Non-Pre-Established Firm-Fixed Price Work for Marine Habitat Services not identified elsewhere	The Contractor shall perform marine habitat surveys, maps, transplanting, and monitoring of Marine Habitats, not identified elsewhere, at various locations in Alaska, California, Oregon, and Washington. The work consists of planning level bathymetric survey services and mapping of biological communities in waters less than 40 meters in depth, surveying designated areas for eelgrass presence and density. The work also includes preparing marine habitat maps using either aerial photos or existing maps, preparing eelgrass restoration plans, mitigation plans and planting plans, conducting marine habitat field work, documenting field work with photographs and maps, and preparing reports, monitoring at the intervals specified in the Eelgrass Restoration/Mitigation Plan and Southern California Eelgrass Management Policy. In addition, the work includes providing marine habitat surveying for exotic invasive vegetation and alga using surveillance, high intensity surveillance, or eradication area surveys, and preparing stereo aerial photographs.		<p>A. Services were performed in a timely manner.</p> <p>B. Services were in compliance with Federal, state and local statutes and regulations, and with DoD policies, instructions and guidance.</p> <p>C. Services performed were in accordance with industry standards.</p> <p>D. Appropriately qualified personnel (with appropriate degree and professional work experience in the subject field of expertise) were utilized in performing services.</p> <p>E. The Contractor obtained all required permits (e.g., federal, state, or local) within the timeframe necessary to conduct work under Task Order.</p> <p>F. The Contractor adhered to the “Specific Data Collection Requirements”, “Specific Graphics Requirements” and “Specific Requirements for Additional Deliverables” included in “Related Information” for each Spec Item.</p> <p>G. All data and information collected were presented, complete and accurate.</p> <p>H. All materials resulting from the Task Order (including documents, data forms, reports, maps, photographs, electronic data and presentation graphics) were submitted to the COR.</p> <p>I. As appropriate, the Contractor incorporated Government provided review comments, suggestions, and edits into final reports/deliverables.</p>

ANNEX 18 SPEC ITEM 4.1

1800000 – Environmental/Natural Resources				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
4.1	Pre-Established Firm-Fixed Price Work	The Contractor shall perform marine habitat services to survey, map, transplant, monitor, and perform other related services of marine habitats in a timely manner and utilize qualified personnel to support the DoD mission and to ensure DoD compliance with applicable Federal, state and local statutes and regulations, and with DoD policies, instructions and guidance.	<p>A. The Contractor shall comply with all Federal, state and local statutes and regulations, and with DoD policies, instructions and guidance.</p> <p>B. Services are performed in accordance with industry environmental standards.</p> <p>C. Contractor personnel are required to hold specialized qualifications when performing work under particular Spec Items.</p> <p>D. The Contractor shall be responsible for obtaining any necessary state and federal permits to conduct work specified under the Task Order. Example, Endangered Species Act 10(a)(1)(A) permits, including protocol survey permits under the Act. Copies of permits shall be submitted to the COR prior to conducting any field surveys or prior to the Pre-Performance Conference.</p> <p>E. If environmental related procedures or operations are found to be out of compliance the Contractor shall immediately notify the KO and the installation's Environmental Office with recommendations for appropriate action.</p> <p>F. Regulatory compliance and adherence to policies, instructions and guidance,</p>	<p>A. Services were performed in a timely manner.</p> <p>B. Services were in compliance with Federal, state and local statutes and regulations, and with DoD policies, instructions and guidance.</p> <p>C. Services performed were in accordance with industry standards.</p> <p>D. Appropriately qualified personnel (with appropriate degree and professional work experience in the subject field of expertise) were utilized in performing services.</p> <p>E. The Contractor obtained all required permits (e.g., federal, state, or local) within the timeframe necessary to conduct work under Task Order.</p> <p>F. The Contractor adhered to the “Specific Data Collection Requirements”, “Specific Graphics Requirements” and “Specific Requirements for Additional Deliverables” included in “Related Information” for each Spec Item.</p> <p>G. All data and information collected were presented, complete and accurate.</p> <p>H. All materials resulting from the Task Order (including documents, data forms, reports, maps, photographs, electronic data and presentation graphics) were submitted to the COR.</p>

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
			<p>may be determined by planned sampling, validated customer complaints, unannounced inspections and documented citations if applicable.</p> <p>G. All deliverables submitted under “Specific Graphics Requirements” and “Specific Requirements for Additional Deliverables” specific to each Spec Item are subject to Government review. The Contractor shall incorporate all Government comments received as appropriate, and resubmit the revised deliverable (in the quantities and formats specified for the original submittal).</p> <p>H. All materials resulting from the Task Order (including documents, data forms, reports, maps, photographs, electronic data and presentation graphics) shall be submitted to the COR with the final deliverable. The original and one photocopy of all hardcopy materials shall be submitted and two electronic copies (on CD-ROMs) of all electronic materials shall be submitted unless otherwise specified in the Task Order.</p> <p>I. When geographic data are prepared under this contract, they shall be delivered in an ESRI ArcGIS Personal Geodatabase format with FGDC Metadata. Geographic data sets (<600 megabytes) shall be delivered on an external hard drive. All other data sets shall be delivered on CD. The external drive/CD shall include an ASCII text file labeled README. The README file is to describe</p>	<p>I. As appropriate, the Contractor incorporated Government provided review comments, suggestions, and edits into final reports/deliverables.</p>

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
			<p>the contents of the CD (e.g. file names, data dictionary, file contents, etc.) and any other pertinent information. The Government may approve alternative delivery formats for geographic and metadata if it is determined that the format will not compromise the spatial accuracy, structure or accessibility of the delivered data.</p> <p>J. All geographic information shall be developed in a structure consistent with the latest release of the SDSFIE/FMSFIE data standard. The Government may approve modifications to the Standard if it is determined that SDSFIE/FMSFIE do not adequately address subject data sets. All required SDSFIE/FMSFIE metadata fields and any other field requested by the Government shall be completed and incorporated in the geodatabase. All geographic data sets shall be delivered on CD-ROM.</p>	
4.1.1	Pre-Established Firm-Fixed Price Work for Marine Habitat Surveys	The Contractor shall conduct biological marine habitat surveys in order to collect biological data in compliance with subsections under Spec Item 4.1.	<p>A. Surveys shall be timed and spaced to provide the maximum opportunity for detection of all potentially occurring species.</p> <p>B. Surveys following established protocols (for instance those promulgated by the U.S. Fish and Wildlife Service [USFWS], Army Corps of Engineers [ACOE], or National Oceanic and Atmospheric Administration [NOAA]) shall adhere to the most recently issued protocol.</p> <p>C. Unless otherwise specified</p>	<p>A. Surveys were conducted at the appropriate time of year to maximize the probability of detection and to allow identification of applicable species.</p> <p>B. Surveys were conducted at the appropriate time of day or night to maximize the probability of detection.</p> <p>C. Temporal spacing and frequency of survey effort maximized probability of detection.</p> <p>D. Species observed were</p>

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
			<p>in the Task Order (TO), the Contractor shall inform the Government of any federally listed species found within 48 hours.</p> <p>D. In-water physical and biological survey and mapping shall be required when specified in a TO. Work is not anticipated to replace contract surveying services provided for through Naval Facilities Engineering Command Southwest (NAVFAC SW) engineering and surveying contracts. Surveying required under this contract shall be limited to planning level bathymetric survey services and mapping of biological communities. Biological communities may include, but are not limited to soft and hard bottoms, eelgrass, kelp and algal beds, mudflats, salt marshes, beach and dune environments, as well as reefs and structures. Surveys shall require completion of surveys using a variety of remote sensing tools including single-beam or multi-beam sonar, sidescan sonar, and underwater video cameras. The Contractor shall provide necessary tools and equipment to effectively collect, process, and interpret digital bathymetric and habitat survey data. Surveying shall follow community classifications established in each Task Order. Resolution and positional accuracy of biological communities shall be 5 m² resolution and 5 m for positional accuracy for open coastal features and 2 m² resolution and 3 m positional accuracy for</p>	<p>identified to the appropriate level of taxonomic classification (including subspecies or variety when of biological and/or regulatory significance).</p> <p>E. If applicable, survey adhered to most recently issued survey protocol by Federal (and, as appropriate, State or Local) Resources Agencies.</p> <p>G. If applicable, standardized survey protocol was followed, survey was conducted and report was prepared per standardized protocol/reporting requirements.</p> <p>H. Collection, analysis and/or reporting of survey data support the application of the survey data (as specified in the Performance Objective for this Spec. Item).</p>

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
			<p>features within enclosed bays and estuaries. Raw bathymetric data precision and accuracy within open coastal environments shall be tidally corrected to ¶0.5 m vertical and ¶2.0 m horizontal. Raw bathymetric data precision and accuracy within enclosed bays and estuaries shall be tidally corrected to ¶0.2 m vertical and ¶1.0 m horizontal. Data shall be used to create contours at 1 foot and 0.5 m intervals and shall not result in interpolation errors greater than two times the raw data error. The Contractor shall be required to ensure data collection density is adequate in areas of high bathymetric change to ensure that interpolation errors do not exceed the acceptable error limits. The datum for data delivery shall be in feet for vertical Mean Lower Low Water (MLLW) as specified by the TO and the horizontal datum projection shall be UTM, NAD 83, Zone 11, metric.</p> <p>E. All data shall be delivered in both tide corrected xyz point files and interpolated contour files within an ARC/INFO Export format. The Government may approve alternative delivery formats if it is determined that the format will not compromise the spatial accuracy or structure of the delivered data. Attribute data stored in external databases, those separate from the internal ARC/INFO attribute tables, shall be recorded in a dBASE III Plus - compatible format. Attributes to be included are density,</p>	

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
			date(s) of survey for each site, and geographic coordinates. F. The contractor shall provide access to a File Transfer Protocol (FTP) server for sharing interim and final data sets.	

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
4.1.1.1	Pre-Established Firm-Fixed Price Work for General Marine Habitat Surveying and Mapping- Sidescan Sonar	The Contractor shall conduct biological marine habitat surveys in order to collect biological data in compliance with subsections under Spec Item 4.1.	<p>A. The surveys shall be conducted at one of the following levels (SS BIODAY definition Section 2.1).</p> <p>1) Small surveys - Small surveys are those whose study areas are defined as greater than 10,000 m² and less than or equal to 20,000 m². Completion of this survey will require a minimum of 1.5 SS BIODAY.</p> <p>2) Medium (A) surveys - Medium (A) surveys are those for which the study areas are defined as less than 20 feet in depth greater than 20,000 m² and less than or equal to 40,000 m². Completion of this survey will require a minimum of 2.0 SS BIODAY.</p> <p>3) Medium (B) surveys - Medium (B) surveys are those whose study areas are defined as greater than 20 feet in depth and greater than 20,000 m² and less than or equal to 40,000 m². Completion of this survey will require a minimum of 3.0 SS BIODAY.</p> <p>4) Large surveys - Large surveys are those for which the study areas are defined as greater than 40,000 m² acres and less than 120,000 m². Completion of this survey will require a minimum of 3.5 SS BIODAY.</p> <p>5) Extra large surveys - Extra large surveys are those for which the study areas are defined as greater than 120,000m².Completion of this survey will require a minimum of 4.5 SS BIODAY.</p>	<p>A. Sonar surveys were conducted at the appropriate time of year to maximize the probability of detection and to allow identification of applicable species.</p> <p>B. Sonar surveys were conducted at the appropriate time of day or night to maximize the probability of detection.</p> <p>C. Temporal spacing and frequency of survey effort maximized probability of detection.</p> <p>D. Species observed were identified to the appropriate level of taxonomic classification (including subspecies or variety when of biological and/or regulatory significance).</p> <p>E. If applicable, survey adhered to most recently issued survey protocol by Federal (and, as appropriate, State, or Local) Resources Agencies.</p> <p>F. If applicable, standardized survey protocol was followed, survey was conducted and report was prepared per standardized protocol/reporting requirements.</p> <p>G. Collection, analysis and/or reporting of survey data support the application of the survey data (as specified in the Performance Objective for this Spec. Item).</p>

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
4.1.1.2	Pre-Established Firm-Fixed Price Work for General Marine Habitat Surveying and Mapping- Single-Beam Sonar	The Contractor shall conduct biological marine habitat surveys in order to collect biological data in compliance with subsections under Spec Item 4.1.	<p>A. The surveys shall be conducted at one of the following levels (SB BIODAY definition Section 2.1).</p> <p>1) Very small surveys - Very small surveys are those for which the study areas are defined as less than or equal to 5,000 m². Completion of this survey will require a minimum of 1.0 SB BIODAY.</p> <p>2) Small surveys - Small surveys are those whose study areas are defined as greater than 2,500 m² and less than or equal to 10,000 m². Completion of this survey will require a minimum of 1.5 SB BIODAY.</p> <p>3) Medium (A) surveys - Medium (A) surveys are those for which the study areas are defined as greater than 5,000 m² and less than or equal to 20,000 m². Completion of this survey will require a minimum of 2.0 SB BIODAY.</p> <p>4) Medium (B) surveys - Medium (B) surveys are those whose study areas are defined as greater than 10,000 m² and less than or equal to 40,000 m². Completion of this survey will require a minimum of 3.0 SB BIODAY.</p> <p>5) Large surveys - Large surveys are those for which the study areas are defined as greater than 20,000 m² acres and less than 60,000 m². Completion of this survey will require a minimum of 3.5 SB BIODAY.</p> <p>6) Extra large surveys - Extra</p>	<p>A. Sonar surveys were conducted at the appropriate time of year to maximize the probability of detection and to allow identification of applicable species.</p> <p>B. Sonar surveys were conducted at the appropriate time of day or night to maximize the probability of detection.</p> <p>C. Temporal spacing and frequency of survey effort maximized probability of detection.</p> <p>D. Species observed were identified to the appropriate level of taxonomic classification (including subspecies or variety when of biological and/or regulatory significance).</p> <p>E. If applicable, survey adhered to most recently issued survey protocol.</p> <p>F. If applicable, standardized survey protocol was followed, survey was conducted and report was prepared per standardized protocol/reporting requirements.</p> <p>G. Collection, analysis and/or reporting of survey data support the application of the survey data (as specified in the Performance Objective for this Spec. Item).</p>

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
			<p>large surveys are those for which the study areas are defined as greater than 60,000 m². Completion of this survey will require a minimum of 4.5 SB BIODAY.</p> <p>B. The Contractor shall survey designated areas for eelgrass presence and density. The sites and survey methods shall be specified in the TO. Survey methods shall be dependent upon the size and location of the survey site, as well as the regulatory requirements for the region and intended application of the data. These requirements may change from TO to TO. The maps shall be prepared using either aerial photographs or maps as specified in the TO. The minimum mapping unit shall be 10 sq. meters. These maps shall be submitted in both hard copy and GIS format.</p>	

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
4.1.2	Pre-Established Firm-Fixed Price Work for General Diving Requirements	The Contractor shall conduct biological marine habitat diving surveys in order to collect biological data in compliance with sub-sections under Spec Item 4.1.	<p>A. All diving operations shall be performed in accordance with EM 385 1-1 Section 30 Diving Operations including but not limited to the requirements listed below.</p> <p>B. Diver training documentation shall be in compliance with the OSHA Diving Standards 29 CFR 1910.410 (http://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=STANDARDS&p_id=9979) and show that the dive team members have successfully completed training to the appropriate level. The Contractor shall provide evidence to the Contracting Officer that each dive team member has training and experience consistent with the performance requirements of the scope of work. As a minimum, each team member shall have at least one year of commercial experience in the applicable position; divers shall have completed at least four working dives with similar decompression techniques as in the contract, using the particular diving techniques and equipment to be used under the contract. Divers shall demonstrate that at least one of the four qualification dives was performed in the last six months prior to the contract award date.</p> <p>C. Each dive team member shall have received an annual diving physical with in the previous 12 months including a statement signed by a licensed physician certifying the diver has been examined,</p>	<p>A. Diving surveys were conducted at the appropriate time of year to maximize the probability of detection and to allow identification of applicable species.</p> <p>B. Diving surveys were conducted at the appropriate time of day or night to maximize the probability of detection.</p> <p>C. Temporal spacing and frequency of survey effort maximized probability of detection.</p> <p>D. Species observed were identified to the appropriate level of taxonomic classification (including subspecies or variety when of biological and/or regulatory significance).</p> <p>E. If applicable, survey adhered to most recently issued survey protocol by Federal (and, as appropriate, State, or Local) Resources Agencies.</p> <p>F. If applicable, standardized survey protocol was followed, survey was conducted and report was prepared per standardized protocol/reporting requirements.</p> <p>G. Collection, analysis and/or reporting of survey data support the application of the survey data (as specified in the Performance Objective for this Spec. Item).</p> <p>H. All diving operations were in accordance with EM 385 1-1 including but not limited to Section 30 Diving Operations and Appendix G.</p>

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
			<p>determined fit, and approved to dive. Each dive team member shall have current certification in CPR, first aid, the use of emergency oxygen systems, and, if provided on the dive site, the use of Automated External Defibrillators (AEDs). The Contractor shall provide signed medical statements and photocopies of the certificates to the Contracting Officer.</p> <p>D. Training for Scientific Divers using compressed air (SCUBA or SSA), shall be in compliance with 29 CFR 1910.410 and shall meet the above requirements or the training guidelines in the Standards for Scientific Diving published by the American Academy of Underwater Scientists (AAUS).</p> <p>E. The following documents are required for all diving operations. All documents shall be reviewed and found acceptable by two of the following: Designated Dive Coordinator (DDC)/Alternate Dive Coordinator (ADC)/Dive Safety Representative (DSR), prior to the start of diving operations. The Contractor shall submit the documents to the Contracting Officer:</p> <ol style="list-style-type: none"> 1) Safe Practices Manual; 2) Dive Operations Plan; 3) Activity Hazard Analysis (AHA) to cover all aspects of the job; 4) Emergency Management Plan; 5) Dive Personnel Qualifications; 	

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
			F. All dive teams shall be manned in accordance with the criteria established in Appendix G of EM 385 1-1.	

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
4.1.2.1	Pre-Established Firm-Fixed Price Work for General Marine Habitat Surveying and Mapping-Diving	The Contractor shall conduct biological marine habitat surveys in order to collect biological data in compliance with subsections under Spec Item 4.1.	<p>A. The diving surveys shall be conducted at one of the following levels (DIVE BIODAY definition Section 2.1).</p> <p>1) Very small surveys - Very small surveys are those for which the study areas are defined as less than or equal to 2,500 m². Completion of this survey will require a minimum of 1.0 DIVE BIODAY.</p> <p>2) Small surveys - Small surveys are those whose study areas are defined as greater than 2,500 m² and less than or equal to 5,000 m². Completion of this survey will require a minimum of 1.5 DIVE BIODAY.</p> <p>3) Medium (A) surveys - Medium (A) surveys are those for which the study areas are defined as greater than 5,000 m² and less than or equal to 10,000 m². Completion of this survey will require a minimum of 2.0 DIVE BIODAY.</p> <p>4) Medium (B) surveys - Medium (B) surveys are those whose study areas are defined as greater than 10,000 m² and less than or equal to 20,000 m². Completion of this survey will require a minimum of 3.0 DIVE BIODAY.</p> <p>5) Large surveys - Large surveys are those for which the study areas are defined as greater than 20,000 m² acres and less than 30,000 m². Completion of this survey will require a minimum of 3.5 DIVE BIODAY.</p>	<p>A. Diving surveys were conducted at the appropriate time of year to maximize the probability of detection and to allow identification of applicable species.</p> <p>B. Diving surveys were conducted at the appropriate time of day or night to maximize the probability of detection.</p> <p>C. Temporal spacing and frequency of survey effort maximized probability of detection.</p> <p>D. Species observed were identified to the appropriate level of taxonomic classification (including subspecies or variety when of biological and/or regulatory significance).</p> <p>E. If applicable, survey adhered to most recently issued survey protocol by Federal (and, as appropriate, State) Resources Agencies.</p> <p>F. If applicable, standardized survey protocol was followed, survey was conducted and report was prepared per standardized protocol/reporting requirements.</p> <p>G. Collection, analysis and/or reporting of survey data support the application of the survey data (as specified in the Performance Objective for this Spec. Item).</p> <p>H. All diving operations were in accordance with EM 385 1-1 including but not limited to Section 30 Diving Operations and Appendix G.</p>

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
			6) Extra large surveys - Extra large surveys are those for which the study areas are defined as greater than 30,000 m ² . Completion of this survey will require a minimum of 4.5 DIVE BIODAY.	
4.1.2.2	Pre-Established Firm-Fixed Price Work for Exotic Marine Vegetation and Alga Surveys	The Contractor shall conduct biological marine habitat surveys in order to collect biological data in compliance with subsections under Spec Item 4.1.	<p>A. Surveys for the exotic invasive vegetation and alga such as <i>Caulerpa taxifolia</i> shall be required when specified in a Task Order. Work shall be conducted in accordance with the protocol established in the <i>Caulerpa</i> Control Protocol (CCP) (Ver. 1.2 or as amended). The Contractor shall be responsible for conducting all aspects of the survey and reporting efforts as directed by the CCP except as modified by direction provided in the Task Order.</p> <p>Contractor shall ensure that all staff conducting surveys are adequately trained to conduct surveys. If required, the Task Order shall identify the need for and area to be covered within Infected Systems during the course of completing project work.</p> <p>B. The surveys shall be conducted using surveillance, high intensity surveillance, or eradication area surveys as dictated by the CCP. Allocation of effort will be based on DIVE BIODAYs (DIVE BIODAY definition Section 2.1).</p> <p>1) Very small-to-small surveys in a designated exotic free systems - Very small-to-small surveys are those for which the study areas are</p>	<p>A. Exotic marine vegetation and alga surveys were conducted at the appropriate time of year to maximize the probability of detection and to allow identification of applicable species.</p> <p>B. Exotic marine vegetation and alga surveys were conducted at the appropriate time of day or night to maximize the probability of detection.</p> <p>C. Temporal spacing and frequency of survey effort maximized probability of detection.</p> <p>D. Species observed were identified to the appropriate level of taxonomic classification (including subspecies or variety when of biological and/or regulatory significance).</p> <p>E. If applicable, survey adhered to most recently issued survey protocol by Federal (and, as appropriate, State, or Local) Resources Agencies.</p> <p>F. If applicable, standardized survey protocol was followed, survey was conducted and report was prepared per standardized protocol/reporting requirements.</p> <p>G. Collection, analysis and/or reporting of survey data support the application of the survey data (as specified in the Performance Objective for this</p>

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
			<p>defined as less than or equal to 5,000 m². Completion of this survey will require a minimum of 1.0 DIVE BIODAYS.</p> <p>2) Medium surveys in exotic free systems - Medium surveys are those for which the study areas are defined as greater than 5,000 m² and less than or equal to 20,000 m². Completion of this survey will require a minimum of 1.5 DIVE BIODAYS.</p> <p>3) Large surveys in exotic free systems - Large surveys are those for which the study areas are defined as greater than 20,000 m² acres and less than 30,000 m². Completion of this survey will require a minimum of 2.0 DIVE BIODAYS.</p> <p>4) Extra large surveys in exotic free systems - Extra large surveys are those for which the study areas are defined as greater than 30,000 m². Completion of this survey will require a minimum of 3.0 DIVE BIODAYS.</p> <p>5) Very small surveys in infected systems - Very small surveys are those for which the study areas are defined as less than or equal to 2,500 m². Completion of this survey will require a minimum of 2.0 DIVE BIODAYS.</p> <p>6) Small surveys in infected systems - Small surveys are those whose study areas are defined as greater than 2,500 m² and less than or equal to 5,000 m². Completion of this survey will require a minimum of 3.0 DIVE BIODAYS.</p>	<p>Spec. Item).</p> <p>H. All diving operations were in accordance with EM 385 1-1 Section 30 Diving Operations.</p>

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
			<p>7) Medium (A) surveys in infected systems - Medium (A) surveys are those for which the study areas are defined as greater than 5,000 m² and less than or equal to 10,000m². Completion of this survey will require a minimum of 4.0 DIVE BIODAYS.</p> <p>8) Medium (B) surveys in infected systems - Medium (B) surveys are those whose study areas are defined as greater than 10,000 m² and less than or equal to 20,000 m². Completion of this survey will require a minimum of 8.0 DIVE BIODAYS.</p> <p>9) Large surveys in infected systems - Large surveys are those for which the study areas are defined as greater than 20,000 m² acres and less than 30,000 m². Completion of this survey will require a minimum of 12.0 DIVE BIODAYS.</p> <p>10) Extra large surveys in infected systems - Extra large surveys are those for which the study areas are defined as greater than 30,000 m². Completion of this survey will require a minimum of 16.0 DIVE BIODAYS.</p>	

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
4.1.3	Pre-Established Firm-Fixed Price Work for Marine Mammal Monitoring (without vessel support)	The Contractor shall conduct visual marine mammal surveys from a vessel that is not provided by the Contractor.	<p>A. The Contractor shall provide qualified MMOs to visually detect, identify, and record all marine mammal observations.</p> <p>B. MMOs will directly report to the onsite project manager or coordinator, and report real time marine mammal observations to ensure environmental compliance.</p> <p>C. Surveys shall be conducted in optimal weather conditions for detecting marine mammals, if appropriate.</p> <p>D. All surveys conducted shall be near shore (within 3 nm of the shoreline).</p> <p>E. As is possible, digital photographs and/or video shall be taken of all observations to assist in-situ or post-survey species identification.</p> <p>F. Any line transect surveys shall adhere to standard scientific protocol used in distance sampling methodology and techniques (Buckland et al. 2001, 2004; Kinsey et al., 2002; Strindberg et al., 2004; Thomas et al., 2007; Dawson et al., 2008). Transects shall be designed for the most optimal coverage of the study area following accepted distance sampling methods (Buckland et al. 2001). In order to facilitate comparison of data across different surveys and periods, surveys will be conducted at the best speed to maintain consistency with boat-based line-transect survey methodology.</p>	<p>A. Marine mammal surveys were conducted at the appropriate time of year to maximize the probability of detection and to allow identification of marine mammal species.</p> <p>B. Marine mammal surveys were conducted at the appropriate time of day to maximize the probability of detection.</p> <p>C. Temporal spacing and frequency of survey effort maximized probability of detection.</p> <p>D. Species observed were identified to the appropriate level of taxonomic classification (including subspecies or variety when of biological and/or regulatory significance).</p> <p>E. Collection, analysis and/or reporting of survey data support the application of the survey data (as specified in the Performance Objective for this Spec. Item).</p> <p>F. Monitoring was conducted by qualified, trained marine mammal observers, with prior training and experience in conducting marine mammal monitoring, and who has the ability to identify marine mammal species and describe relevant behaviors that may occur in proximity to in-water activities.</p>

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
			<p>G. Reported observations of marine mammals and sea turtles should be taken to the best extent possible to support calculation of at-sea density and shall include, but are not limited to, the following:</p> <ol style="list-style-type: none"> 1) Location (latitude and longitude), time of initial sighting, sighting duration, and distance of sighting from track line if applicable. 2) Species identification of all marine mammal(s) or sea turtle(s). 3) Number of individuals, group size and/or pod composition including number of calves, if present. 4) The best possible detailed description of behavior, disposition and reaction/no reaction to vessel, direction of travel. 5) Photographs and/or video, if needed. 6) Tide state and moon phase on the day of any survey. 7) Environmental information associated with sighting event (water depth, water surface temperature, Beaufort Sea State, wave height, swell direction, wind direction, wind speed, glare, percentage of glare, percentage of cloud cover, etc.). <p>H. Marine mammal surveys shall be conducted at one of the following levels (MMO BIODAY definition Section 2.1).</p>	

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
			<p>1) Small surveys - Small surveys are those for which the length of all transects are defined as less than or equal to 17 km. Completion of this survey will require a minimum of 1.5 MMO BIODAY.</p> <p>2) Medium surveys - Medium surveys are those for which the length of all transects are defined as greater than 17 km and less than or equal to 34 km. Completion of this survey will require a minimum of 2.0 MMO BIODAY.</p> <p>3) Large surveys - Large surveys are those for the length of all transects are defined as greater than 34 km. Completion of this survey will require a minimum of 3.5 MMO BIODAY.</p>	

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
4.1.4	Pre-Established Firm-Fixed Price Work for Marine Mammal Monitoring (with vessel support)	The Contractor shall conduct visual marine mammal surveys from a vessel provided by the Contractor.	<p>A. The Contractor shall provide qualified Marine Mammal Observers (MMO's) to visually detect, identify, and record all marine mammal observations, as well as an appropriately sized vessel and vessel operator.</p> <p>B. The Contractor-Provided Vessel Operator shall hold either the appropriate U.S. Coast Guard (USCG) license (depending on the size of the vessel) or are Navy certified as a small vessel operator. An active USCG deck license or U.S. Merchant Marine Able-Bodied Seaman rating is acceptable.</p> <p>C. MMOs will directly report to the onsite project manager or coordinator, and report real time marine mammal observations to ensure environmental compliance.</p> <p>D. Surveys shall be conducted in optimal weather conditions for detecting marine mammals, if appropriate.</p> <p>E. All surveys conducted shall be nearshore (within 3 nm of the shoreline).</p> <p>F. As is possible, digital photographs and/or video shall be taken of all observations to assist in-situ or post-survey species identification.</p> <p>G. Any line transect surveys shall adhere to standard scientific protocol used in distance sampling methodology and techniques (Buckland et al. 2001, 2004; Kinsey et al., 2002; Strindberg et al., 2004; Thomas et al.,</p>	<p>A. Marine mammal surveys were conducted at the appropriate time of year to maximize the probability of detection and to allow identification of marine mammal species.</p> <p>B. Marine mammal surveys were conducted at the appropriate time of day to maximize the probability of detection.</p> <p>C. Temporal spacing and frequency of survey effort maximized probability of detection.</p> <p>D. Species observed were identified to the appropriate level of taxonomic classification (including subspecies or variety when of biological and/or regulatory significance).</p> <p>E. Collection, analysis and/or reporting of survey data support the application of the survey data (as specified in the Performance Objective for this Spec. Item).</p> <p>F. Monitoring was conducted by qualified, trained marine mammal observers, with prior training and experience in conducting marine mammal monitoring, and who has the ability to identify marine mammal species and describe relevant behaviors that may occur in proximity to in-water activities.</p> <p>relevant behaviors that may occur in proximity to in-water activities.</p>

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
			<p>2007; Dawson et al., 2008). Transects shall be designed for the most optimal coverage of the study area following accepted distance sampling methods (Buckland et al. 2001). In order to facilitate comparison of data across different surveys and periods, surveys will be conducted at the best speed to maintain consistency with boat-based line-transect survey methodology.</p> <p>H. Reported observations of marine mammals and sea turtles should be taken to the best extent possible to support calculation of at-sea density and shall include, but are not limited to, the following:</p> <ol style="list-style-type: none"> 1) Location (latitude and longitude), time of initial sighting, sighting duration, and distance of sighting from track line if applicable. 2) Species identification of all marine mammal(s) or sea turtle(s) 3) Number of individuals, group size and/or pod composition including number of calves, if present. 4) The best possible detailed description of behavior, disposition and reaction/no reaction to vessel, direction of travel. 5) Photographs and/or video, if needed. 6) Tide state and moon phase on the day of any survey. 7) Environmental information 	

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
			<p>associated with sighting event (water depth, water surface temperature, Beaufort Sea State, wave height, swell direction, wind direction, wind speed, glare, percentage of glare, percentage of cloud cover, etc.).</p> <p>I. Marine mammal surveys shall be conducted at one of the following levels (MMO BIODAY definition Section 2.1).</p> <p>1) Small surveys - Small surveys are those for which the length of all transects are defined as less than or equal to 17 km. Completion of this survey will require a minimum of 1.5 MMO BIODAY.</p> <p>2) Medium surveys - Medium surveys are those for which the length of all transects are defined as greater than 17 km and less than or equal to 34 km. Completion of this survey will require a minimum of 2.0 MMO BIODAY.</p> <p>3) Large surveys - Large surveys are those for the length of all transects are defined as greater than 34 km. Completion of this survey will require a minimum of 3.5 MMO BIODAY.</p>	

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
4.1.5	Pre-Established Firm-Fixed Price Work for General Marine Biology Support	The Contractor shall provide field support on marine biological studies and field surveys to ensure compliance with environmental laws, Terms and Conditions of Biological Opinions and avoidance, minimization and mitigation measures included in relevant NEPA documents, Biological Assessments and Storm Water Prevention Plans.	<p>A. The Contractor shall provide personnel qualified to complete the tasks and goals of this Spec Item to include marine related activities in the field or laboratory.</p> <p>B. Field support may consist of surveys performed outside in the marine ecosystem with varying environmental conditions.</p> <p>C. If there is a specific target species, the marine biology support personnel shall have the appropriate experience working with the target species in its natural habitat.</p> <p>D. The Contractor shall provide all basic field/laboratory apparel required. All other gear and equipment required will be provided by the Government. Marine biology field support shall be provided at the following levels:</p> <p>1) Principal Investigator (PI) support – PI support is defined as a person with a PhD degree from an accredited university in marine biology or a directly related field or equivalent experience if approved by the COR.</p> <p>2) Scientific Investigator (SI) support – SI support is defined as a person with a Master’s degree from an accredited university in marine biology or a directly related field or equivalent experience if approved by the COR.</p> <p>3) Scientific Technician support – Technician support is defined as a person with a</p>	<p>A. Personnel had the appropriate level of education to perform the marine surveys.</p> <p>B. Marine Biology Support Personnel was onsite at the required times and locations.</p>

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
			<p>Bachelor’s degree from an accredited university in marine biology or a directly related field or equivalent experience if approved by the COR.</p> <p>4) Vessel Operator Support - Vessel Operator shall hold either the appropriate USCG license (depending on the size of the vessel) or are Navy certified as a vessel operator. An active USCG deck license or U.S. Merchant Marine Able-Bodied Seaman rating is acceptable.</p> <p>5) Large Vessel Support – A large vessel is defined as being suitable for marine species surveys including visual and passive acoustics and be capable of minimum 3 day endurance in the open ocean. Facilities for collecting oceanographic and biological data are also required. Vessel should have an observation platform or flying bridge capable of providing good field of view and visual range for multiple observers. Must be capable of deploying a towed passive acoustic array.</p> <p>6) Small Vessel Support – A small vessel is defined as being suitable for marine species surveys in coastal and offshore waters within roughly 3 nautical miles of the coast. Vessels must be able to accommodate scientific crew of 3-5 personnel (minimum). May be capable of single overnights on station. Vessel should have an observation platform or flying bridge capable of providing good field of view and visual range</p>	

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
			for multiple observers. Must be capable of deploying a towed passive acoustic array.	

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
4.1.6	Pre-Established Firm-Fixed Price Work for Waters of the U.S. Reconnaissance	The Contractor shall conduct a water reconnaissance survey of the number of acres specified in the Task Order to determine what water resources occur within the area and whether any are potentially regulated.	<p>A. The Contractor shall provide personnel qualified to complete the tasks and goals of this Spec Item, including but not limited to the following:</p> <p>1) Provide a Wetland Delineator with the minimum qualifications delineated in Annex 2 to perform work under this Spec Item.</p> <p>B. Prior to initiating the field effort, the Contractor shall examine relevant topographic maps, orthorectified aerial photographs, vegetation maps, maps of previously delineated wetlands and nonwetland waters of the U.S., state soil surveys, National Wetland Inventory Maps and ACOE regulations, guidance (National and Regional), and regulatory guidance letters to focus and plan delineation effort under Task Order.</p> <p>C. Start and end date requirements shall be specified in the Task Order.</p> <p>Reconnaissance shall be provided at the following levels:</p> <p>1) Small: Up to 25 acres in 1 location.</p> <p>2) Medium: Up to 50 acres in up to 2 locations.</p> <p>3) Large: Up to 100 acres in up to 3 locations.</p> <p>D. The following shall be collected or created as part of this Spec Item, and submitted</p>	<p>A. Reconnaissance surveys were conducted at the appropriate time of year to maximize the probability of detection and to allow identification of applicable species.</p> <p>B. Reconnaissance surveys were conducted at the appropriate time of day or night to maximize the probability of detection.</p> <p>C. Temporal spacing and frequency of reconnaissance survey effort maximized probability of detection.</p> <p>D. Species observed were identified to the appropriate level of taxonomic classification (including subspecies or variety when of biological and/or regulatory significance).</p> <p>E. Reconnaissance surveys adhered to most recently issued survey protocols as specified in this Spec Item.</p> <p>F. Relevant background research was conducted prior to initiating field effort.</p> <p>G. Notification, inclusive of the required information, was provided to the COR within 48 hours of conducting the wetlands reconnaissance.</p> <p>H. If requested, the Contractor met in the field with the COR to review findings.</p> <p>I. Contractor personnel were appropriately qualified in accordance with regulatory agency and industry standards and as specified in the base contract, Spec Item, and Task Order.</p>

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
			<p>to the COR with the Draft and Final Annual Reports:</p> <p>1) Within 48 hours of conducting the wetlands reconnaissance the Contractor shall notify the COR via e-mail of all findings. If requested, the Contractor shall arrange a site visit with the COR within one week of notification to review findings in the field.</p> <p>2) The Contractor shall record the location of each water resource, and identify if it is potentially a jurisdictional wetland, a potential three parameter, isolated, ephemeral wetland, a potential jurisdictional non-wetland water of the U.S. or other type of water resource.</p> <p>3) Data should include data forms and photos, as well as a brief description of how the water resource was classified per #2 above.</p> <p>4) The Contractor shall prepare a map depicting the locations of all water resources. Two color hard copies and two electronic copies.</p> <p>5) A GIS database containing all survey information.</p> <p>6) The Contractor shall prepare their findings in writing. The written findings shall include the map depicting potential wetlands and waters of the U.S. Two color hardcopies and two electronic copies.</p>	

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
4.1.7	Pre-Established Firm-Fixed Price Work for Project/Site Level Delineation of Jurisdictional Waters of the U.S., including Wetlands	<p>The Contractor shall conduct a Delineation of Jurisdictional Waters over the areas specified in the Task Order.</p> <p>Delineation of water resources must be detailed enough to support a permit application.</p> <p>Accurately and Defensibly determine whether there is a significant nexus in the context of ephemeral/intermittent drainages.</p>	<p>A. The Contractor shall provide personnel qualified to complete the tasks and goals of this Spec Item, including but not limited to the following:</p> <p>1) Provide a Wetland Delineator with the minimum qualifications delineated in Annex 2 to perform work under this Spec Item.</p> <p>B. The Contractor shall conduct a Delineation of Jurisdictional Waters over the areas specified in the Task order. Delineation must be detailed enough, and submitted in the appropriate formats, to support a permit application.</p> <p>C. The Contractor shall identify all water resources on site, whether they think they are WOUS or non-jurisdictional, and include a detailed description of the type of habitat, flow regime, dominant plant species in each canopy.</p> <p>D. The Contractor shall also identify functions and services provided by each water resource in support of a significant nexus determination.</p> <p>E. The Contractor shall analyze each feature and make a recommendation of whether or not the feature is jurisdictional based on regulations and pertinent guidance. Only the ACOE can make a definitive call whether or not something is jurisdictional.</p>	<p>A. Delineation surveys were conducted at the appropriate time of year to maximize the probability of detection and to allow identification of applicable species.</p> <p>B. Delineation surveys were conducted at the appropriate time of day or night to maximize the probability of detection.</p> <p>C. Temporal spacing and frequency of delineation survey effort maximized probability of detection.</p> <p>D. Species observed were identified to the appropriate level of taxonomic classification (including subspecies or variety when of biological and/or regulatory significance).</p> <p>E. Delineation surveys adhered to most recently issued survey protocols as specified in this Spec Item.</p> <p>F. Relevant background research (including but not limited to literature reviews, topographical information available from agencies, and digital elevation models) was conducted prior to initiating field effort.</p> <p>G. Findings were presented in writing, covering all required and relevant information, and sufficient in format and content to support a permit application.</p> <p>H. Information necessary to fill out the “Approved Jurisdictional Determination Form” was supplied and fully supported with evidence sufficient for an approved jurisdictional determination to accompany a</p>

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
			<p>F. The Contractor shall gather and document evidence to support a significant nexus in situations via topological review, visited, and photographed, in order to determine whether there is a significant nexus for a water within the project site.</p> <p>G. The Contractor shall obtain the most recent version from the Army Corps of Engineers, and provide all information necessary to fill out the “Approved Jurisdictional Determination Form”.</p> <p>H. Delineations must be according to, and incorporating all industry standard guidance, including but not limited to the following:</p> <p>1) Army Corps of Engineers Wetlands Delineation Manual (January 1987).</p> <p>2) Regional Supplement to the Corps of Engineer’s Wetland Delineation Manual: Arid West Region and/or other appropriate regional supplements for the area surveyed.</p> <p>3) December 2, 2008 guidance: Clean Water Act Jurisdiction Following the U.S. Supreme Court’s Decision in Rapanos v. United States and Carabell v. United States.</p> <p>4) U.S. Army Corps of Engineers Jurisdiction</p>	<p>permit application, including but not limited to: distance to the nearest traditionally navigable water (TNW) or Relatively Permanent Water (RPW), watershed size, etc.</p> <p>I. Type of connection to the nearest TNW and/or RPW was determined and fully supported with evidence sufficient for an approved JD Form submittal to the ACOE.</p> <p>J. All data necessary for a permit application was supplied in an appropriate format in reporting, as raw data forms, and as part of the project GIS database.</p> <p>K. Contractor personnel were appropriately qualified in accordance with regulatory agency and industry standards and as specified in the base contract, Spec Item, and Task Order.</p>

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
			<p>Determination Form Instructional Guidebook</p> <p>5) Regional Guidance Letters, including: Questions and Answers following SWANCC: Solid Waste Agency in Northern Cook County (SWANCC) v. USACE Decision and Isolation Calls.</p> <p>6) Army Corps of Engineers Final Summary Report: Guidelines for Jurisdictional Determinations for Waters of the U.S. in the Arid Southwest (June 2001), or similar appropriate to region of concern.</p> <p>7) All Army Corps of Engineers guidance pertaining to delineating the ordinary high water mark in non-wetland waters of the U.S.</p> <p>I. Delineation of Jurisdictional Waters shall be provided at the following levels:</p> <p>1) Small: ≤ 500 linear feet (with 50 feet on either side) of riparian/riverine habitat AND ≤ 0.5 acres, in ≤ 2 locations.</p> <p>2) Medium : ≤ 1,000 linear feet (with 50 feet on either side) of riparian/riverine habitat AND ≤ 1.0 acres, in ≤ 3 locations.</p> <p>J. The following shall be collected or created as part of this Spec Item, and submitted to the COR with the Draft and</p>	

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
			<p>Final Reports:</p> <p>1) The Contractor shall map all water features and then analyze the potential for each feature to be jurisdictional.</p> <p>2) The final report shall include a vicinity map, location map, a map of the entire survey area, a map of the data points and photos taken (see comment above), and photos depicting other pertinent information such as bed and bank, or lack thereof, wetland areas, evidence of hydrology, etc.</p> <p>3) Summary (in the main body of the report) and full descriptions of the areas reviewed topographically, visited, photographed, and inspected for significant nexus relationships shall be included in the reporting, sufficient for submission to ACOE to support a permit application.</p> <p>4) All delineations under this Spec Item require a detailed delineation sufficient to support a permit application at the project/site level.</p> <p>Jurisdictional Determination Reports must include:</p> <p>a. Introduction with project summary and location;</p> <p>b. Methods;</p> <p>c. Literature Review;</p> <p>d. Discussion:</p> <p>o Regulations that regulate proposed project activities;</p>	

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
			<ul style="list-style-type: none"> o Discussion of relevant off-site water resources (nearest relatively permanent water, nearest traditional navigable water, significant nexus call, etc); o Definition of flow regime for each drainage within the project site as ephemeral, intermittent, or perennial; o Assessment of functions and services (e.g. groundwater recharge, habitat corridors, flood/flow retention) for each water resource, including discussion of guidance following the Rapanos decision; o Isolation (SWANCC) discussion if applicable. e. Conclusions: <ul style="list-style-type: none"> o Whether each water resource on site is jurisdictional. f. Data Forms: <ul style="list-style-type: none"> o Completed “Approved Jurisdictional Determination Form” for each water resource within the project site, including a map indicating locations for all data points taken; o Wetland Delineation Data Forms for the appropriate Regional Supplement; o Wetland Delineation photo point description (angle, height, direction, lense/camera used) and 	

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
			<p>photos and mapped photo points on an aerial image;</p> <p>g. Figures:</p> <ul style="list-style-type: none"> o Vicinity map of the region being studied; o Vicinity map of immediate surrounding area with local nearby water resources, including relatively permanent waters, traditional navigable waters, flow patterns of drainages, and Hydrologic Units); o National Wetlands Inventory data for the proposed project site; o Soils map for proposed project site, with notation on whether soils are considered potentially hydric soils; o Aerial images with proposed action limits and mapped limits of the potentially jurisdictional waters with characterizations of the type of waters identified and describing the basis of potential jurisdiction (e.g. mean high water mark, significant nexus, etc); o Aerial images with mapped likely local limits of the potential ACOE jurisdiction (outside the project) in relation to the project area and identifying connections to navigable waters off site to address the SWANCC and Rapanos issue; 	

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
			<ul style="list-style-type: none"> o Aerial images with mapped likely limits of the ACOE jurisdictional waters within the project site, with characterizations of the type of habitats, flow regimes, vegetation classifications, and waters types found at the project site to provide understanding of the system type, permanent, temporary, and indirect loss if affected, and sensitive species potentially present; o Pre- and (if applicable) proposed post-construction maps, both indicating the limits of likely ACOE jurisdiction, habitat and water resource types to be impacted, etc. within the project areas; o If applicable, documentation to support Army Corps of Engineers and Water Quality Control Board Application. 	

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
4.1.8	Pre-Established Firm-Fixed Price Work for Unmanned Visual Monitoring of Marine Species	The Contractor shall conduct Unmanned Visual Monitoring of Marine Species surveys in order to visually collect biological data using unmanned aerial vehicles (UAVs).	<p>A. Unmanned aerial vehicles (UAVs) are equipped with helicopter rotors and outdoor video cameras allowing controlled visual and non-intrusive recording of habitats and animal species for marine monitoring from land or sea. UAVs shall be utilized to detect the presence of marine species.</p> <p>B. The Contractor shall provide personnel with experience in the application of UAVs as well as individuals who are trained in data processing and analysis.</p> <p>C. Size and capability of the UAV will vary with the target species and desired length of surveys.</p> <p>D. The Contractor shall provide for deployment of UAV, data analyses, and reporting.</p> <p>E. Unmanned visual monitoring of marine species shall be provided at the following levels:</p> <p>1) Small: survey duration of \leq four (4) hours.</p> <p>2) Medium: survey duration of greater than four (4) hours but less than eight (8) hours.</p> <p>3) Large: survey duration of greater than eight (8) hours.</p>	<p>A. Visual Monitoring was conducted at the appropriate time of the day and year to maximize the probability of detection and to allow identification of applicable species.</p> <p>B. Temporal spacing and frequency of survey effort maximized probability of visual detections.</p> <p>C. Species observed were identified to the appropriate level of taxonomic classification.</p> <p>D. Standardized survey protocol was followed using trained pilots for visual survey methods along with using the most up to date analysis software.</p> <p>E. Survey was conducted and report was prepared per standardized protocol/reporting requirements.</p> <p>F. Collection, analysis and/or reporting of survey data support the application of the survey data.</p> <p>G. All maintenance of equipment including servicing and retrieval will be provided for each monitoring method.</p>

ANNEX 18 SPEC ITEM 4.2

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
4.2	Pre-Established Firm-Fixed Price Work for Permits and other requirements	The Contractor shall conduct marine habitat surveys, prepare marine habitat maps, perform marine habitat transplanting, monitoring, and perform other related services of marine habitats in compliance with subsections under Spec Item 4.2.	<p>A. The Contractor shall be responsible for obtaining any necessary state and federal permits to conduct work specified under the Task Order. Example, Endangered Species Act 10(a)(1)(A) permits, including protocol survey permits under the Act. Copies of permits shall be submitted to the COR prior to conducting any field surveys or prior to the Pre-Performance Conference under Spec Item 4.4.1.</p> <p>B. Unless otherwise specified in the Task Order, the Contractor shall inform the Government of any federally listed species found within 48 hours.</p>	<p>A. Services were performed in a timely manner.</p> <p>B. Services were conducted at the appropriate time of year to maximize the probability of detection and to allow identification of applicable species.</p> <p>C. Services were conducted at the appropriate time of day or night to maximize the probability of detection.</p> <p>D. Temporal spacing and frequency of survey effort maximized probability of detection.</p> <p>E. Species observed were identified to the appropriate level of taxonomic classification (including subspecies or variety when of biological and/or regulatory significance).</p> <p>F. If applicable, services adhered to most recently issued protocol by Federal (and, as appropriate, State or Local) Resources Agencies.</p> <p>G. If applicable, standardized protocol was followed, service was conducted and</p>

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
				<p>report was prepared per standardized protocol/reporting requirements.</p> <p>H. Collection, analysis and/or reporting of data support the application of the data (as specified in the Performance Objective for this Spec. Item).</p> <p>I. Appropriately qualified personnel (with appropriate degree and professional work experience in the subject field of expertise) were utilized in performing services.</p> <p>J. The Contractor obtained all required permits (e.g., federal, state, or local) within the timeframe necessary to conduct work under Task Order.</p>
4.2.1	Pre-Established Firm-Fixed Price Work for Technical Requirement for Eelgrass Transplanting	The Contractor shall conduct Eelgrass transplanting services in compliance with sub-sections under Spec Item 4.2.	A. For all eelgrass transplanting services the Contractor shall prepare an eelgrass restoration/mitigation plan and planting plan, conduct field work, document field work with photographs and maps, and prepare reports. All documents shall be submitted to the COR for approval and dissemination to appropriate parties. All tools to complete the job shall be provided by the Contractor. The Contractor shall follow protocols established by the governing version of the Southern California Eelgrass Mitigation Policy (SCEMP) and adopted by the National Marine Fisheries Service, U.S. Fish and Wildlife Service, and the California Department of Fish and Game. Eelgrass bundles shall consist of a	<p>A. Transplants were performed in a timely manner.</p> <p>B. Eelgrass transplanting services were conducted at the appropriate time of year to maximize the probability of detection and to allow identification of applicable species.</p> <p>C. Eelgrass transplanting services were conducted at the appropriate time of day or night to maximize the probability of detection.</p>

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
			<p>minimum of 10 turions per bundle planted at a minimum of one meter on center.’</p> <p>B. The Contractor shall review all literature pertinent to transplantation and establishment of eelgrass beds.</p> <p>C. The Contractor and the COR shall meet with representatives from the National Marine Fisheries Service, the U.S. Fish and Wildlife Service, and appropriate State agency to insure that the objectives of regulatory policy are achieved. The Contractor shall obtain the required authorizations from appropriate state agencies to transplant eelgrass.</p> <p>D. The Contractor shall transplant eelgrass from existing beds to the specific site as stipulated in the eelgrass restoration/mitigation plan. The distance between eelgrass planting units shall be no greater than one meter on suitable substrate that does not have existing eelgrass. The planting shall be completed within 75 days after the award of Task Order.</p> <p>E. Transplanting eelgrass shall not begin until the Contractor has submitted an eelgrass restoration/mitigation plan and planting plan for approval by the COR and had this plan approved. The Plan shall include:</p> <p>1) Proposed location of eelgrass transplant site within the eelgrass transplant area limits and the recommended location of the eelgrass control bed as identified in the revegetation plan;</p> <p>2) Detailed procedures for collecting donor eelgrass, preparing eelgrass planting units for transplanting, transporting and</p>	<p>D. Temporal spacing and frequency of survey effort maximized probability of detection.</p> <p>E. Species observed were identified to the appropriate level of taxonomic classification (including subspecies or variety when of biological and/or regulatory significance).</p> <p>F. If applicable, transplanting adhered to most recently issued Southern California Eelgrass Mitigation Policy (SEMP) protocol.</p> <p>G. If applicable, standardized transplanting protocol was followed, transplanting was conducted and report was prepared per standardized protocol/reporting requirements.</p> <p>H. Collection, analysis and/or reporting of survey data support the application of the survey data (as specified in the Performance Objective for this Spec. Item).</p> <p>I. Appropriately qualified personnel (with appropriate degree and professional work experience in the subject field of expertise) were utilized in performing services.</p> <p>J. The Contractor</p>

1800000 – Environmental/Natural Resources				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
			<p>transplanting the prepared units;</p> <p>3) Description of the anchoring system for prepared bare root planting units;</p> <p>4) Supporting data from at least one similar successful eelgrass transplanting project completed by the Contractor using procedures similar to (b) and (c); and</p> <p>5) A copy of appropriate state agency approvals to conduct the harvesting and transplant of aquatic vegetation for this project.</p> <p>F. The Contractor shall notify the Navy and the appropriate resources agencies in writing at least seven calendar days prior to the start of eelgrass transplanting. The appropriate agency representatives shall be identified for each Task Order by the COR.</p> <p>G. These agencies will have the opportunity to inspect the eelgrass transplant site and eelgrass control bed immediately following the completion of all transplanting and to provide recommendations to the Navy concerning the acceptability of the work. All transplanted eelgrass not in compliance with the contract documents and Contractor submittals shall be removed and replaced by the Contractor at no additional cost to the government.</p> <p>H. The Contractor shall maintain the growth of the eelgrass in the transplanted eelgrass for a period of 90 days. It is the responsibility of the Contractor to replace dead material within this period unless it is determined that the eelgrass loss is the result of natural conditions, supported by data from the control site, and mutually agreed upon between the Contractor and the</p>	<p>obtained all required permits (e.g., federal, state, or local) within the timeframe necessary to conduct work under Task Order.</p>

1800000 – Environmental/Natural Resources				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
			<p>COR.</p> <p>I. The transplanting of eelgrass shall be conducted in accordance with the implementation work plan and shall be planted at one meter on center at the following bundle densities (See eelgrass bundle definition Section 2.1).</p> <p>J. The surveys shall be conducted at one of the following levels (DIVE BIODAY definition Section 2.1).</p> <p>1. Very small transplants - Very small transplants are those whose planting areas are defined as less than or equal to 2,500 m². This site will require a maximum of 2,625 bundles.</p> <p>2. Small transplants - Small transplants are those whose planting areas are defined as greater than 2,500 m² and less than or equal to 5,000 m². This site will require a maximum of 5,250 bundles.</p> <p>3. Medium (A) transplants - Medium (A) transplants are those whose planting areas are defined as greater than 5,000 m² and less than or equal to 10,000 m². This site will require a maximum of 10,500 bundles.</p> <p>4. Medium (B) transplants - Medium (B) transplants are those whose planting areas are defined as greater than 10,000 m² and less than or equal to 20,000 m². This site will require a maximum of 21,000 bundles</p> <p>5. Large transplants - Large transplants are those whose planting areas are defined as greater than 20,000 m² and less than 30,000 m². This site will require a maximum of 31,500 bundles.</p>	

1800000 – Environmental/Natural Resources				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
			6. Extra large transplants - Extra large transplants are those planting areas are defined as greater than 30,000 m ² . This site will require greater than 31,500 bundles.	

1800000 – Environmental/Natural Resources				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
4.2.2	Pre-Established Firm-Fixed Price Work for Technical Requirement for Aerial Photography	The Contractor shall conduct Aerial photographyrelated services in compliance with subsections under Spec Item 4.2.	<p>A. Stereo aerial photographs shall be required when specified in the Task Order. Scale, elevation and timing of the flight will be specified in the Task Order. Rectification of the photos shall be required when specified. Rectification shall be accurate to at least 5 meters and submitted in electronic format. Photographs taken at a scale less than or equal to 1:400 shall have a pixel resolution of 20 cm anything above 1:400 shall have a pixel resolution of 1 m. The datum shall be NAD 83 and the projection shall be UTM meters. Orders will be placed using the following categories:</p> <p>1) Mobilization - This price includes loading the camera and flying the plane.</p> <p>2) Photos - This is the price for each color 9" X 9" contact print and is priced per photo.</p> <p>3) Flightline - This will be a price for each flightline required for the stereo photos and will be priced per flight line.</p> <p>4) Photo Rectification - This in the price per stereo pair to rectify and produce hard and electronic copies and will be priced per stereo pair.</p> <p>5) Additional Copies of Rectified Photos - Price per additional hard copy ordered at the same time as the originals.</p> <p>6) Additional Photos - This is the price per additional copy of the color 9" X 9" contact print ordered at the same time as the originals.</p>	<p>A. Aerial photography was conducted at the appropriate time of year to maximize the probability of detection and to allow identification of applicable species.</p> <p>B. Aerial photography was conducted at the appropriate time of day or night to maximize the probability of detection.</p> <p>C. Temporal spacing and frequency of aerial photography effort maximized probability of detection.</p> <p>D. Species observed were identified to the appropriate level of taxonomic classification (including subspecies or variety when of biological and/or regulatory significance).</p> <p>E. If applicable, survey adhered to most recently issued survey protocol.</p> <p>F. If applicable, standardized survey protocol was followed, survey was conducted and report was prepared per standardized protocol/reporting requirements.</p> <p>G. Collection, analysis and/or reporting of survey data support the application of the survey data (as specified in the Performance Objective for this Spec. Item).</p>

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
				<p>H. Appropriately qualified personnel (with appropriate degree and professional work experience in the subject field of expertise) were utilized in performing services.</p> <p>I. The Contractor obtained all required permits (e.g., federal, state, or local) within the timeframe necessary to conduct work under Task Order.</p>

ANNEX 18 SPEC ITEM 4.3

180000 – Environmental/Natural Resources				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
4.3	Pre-Established Firm-Fixed Price Work for Deliverables	The Contractor shall develop and prepare deliverables that are specific to each Task Order, (i.e. to identify potential biological constraints associated with proposed operations/training or construction projects; to provide a framework for natural resource management; to support formal Section 7 consultation; to comply with existing law, policy or regulation, etc.).	The information for the <i>Note to Spec Writer</i> in red italics will be provided on the task order.	A. Contractor's preparation of specified deliverable(s) supported the Performance Objective of Spec Item 4.3.

180000 – Environmental/Natural Resources				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
4.3.1	Pre-Established Firm-Fixed Price Work for Reports	The Contractor shall prepare an applicable report (Work Plan, Progress Report(s), Draft/Final Report, etc.) to accomplish the Performance Objective detailed in Spec Item 4.3. Report submittal dates will be provided per individual Task Order.	<p>A. Unless otherwise indicated, each report shall be printed on 8.5 x 11-inch paper with color graphics/figures and bound (individual Task Order will specify comb binding or three-ring binder) separately with the report title, date, Contract number/Task Order number and author clearly and permanently affixed to the spine.</p> <p>B. 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>C. 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>D. The Contractor shall prepare a Windows based CD-ROM that consolidates all deliverables (including final reports) in electronic format submitted under the Task Order. Two copies of the CD-ROM shall be provided to the COR with submittal of the final report.</p>	<p>A. The report included all information required under Task Order.</p> <p>B. The report was free of typos, grammatical errors, inappropriate “cut and paste” inserts, formatting inconsistencies, incorrectly labeled Tables and Figures, etc.</p> <p>C. Report provided proper citations for all documents referenced.</p> <p>D. Government-provided documents were considered and appropriately integrated into the report.</p> <p>E. Graphics were professionally presented and easily interpreted.</p> <p>F. 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>
4.3.1.1	Pre-Established Firm-Fixed Price	The Contractor shall prepare a Work Plan detailing how	A. The Work Plan shall include the following:	A. The Work Plan includes all

1800000 – Environmental/Natural Resources				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
	Work for Work Plan	the Contractor proposes accomplishment of all Performance Objectives under Task Order.	<ol style="list-style-type: none"> 1. Introduction; 2. Proposed methodology to accomplish Task Order objective; 3. Specific data to be collected; 4. Schedule with milestones and dates for completion of services and associated deliverables; 5. List of personnel and a description of the roles they will fill for this Task Order with detailed resumes outlining their qualifications; 6. (If applicable) Annotated Table of Contents for Draft / Final Report; 7. Copies of any required permits; <p>B. Bound and electronic copy/copies (number of copies will be provided per individual Task Order) of the Draft Work Plan shall be delivered to the COR for Government review and comment (due date of Draft Work Plan will be provided per individual Task Order.</p>	information required under Task Order.
4.3.1.2	Pre-Established Firm-Fixed Price Work for Quarterly Progress Report	The Contractor shall prepare Quarterly Progress Reports detailing incremental accomplishment of all Performance Objectives under Task Order.	<p>A. Quarterly Progress Reports shall include the following:</p> <ol style="list-style-type: none"> 1) Project Title; 2) Type of report (Preliminary Outline, Initial Draft, Periodic Report or Final Draft); 3) Contractor name, Contract and Task Order number; 4) Date of report; 	A. The Quarterly Progress Report(s) include(s) all information required under Task Order.

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
			5) Distribution Instructions; 6) Work completed to date (include table showing dates of site visits or survey, personnel attending each visit, findings, etc.); 7) Significant events or findings; 8) Difficulties / problems encountered and resolutions; 9) Work proposed for next reporting period; 10) Approximate percentage of work completed; 11) All figures and tables may be hand drawn (clearly visible) for preliminary drafts only. B. Quarterly Progress Reports shall be submitted to the COR on a quarterly basis via e-mail at a date provided on each individual Task Order.	
4.3.1.3	Pre-Established Firm-Fixed Price Work for Survey Report	The Contractor shall prepare a Survey Report(s) detailing accomplishment of all Performance Objectives under the Task Order.	A. Unless otherwise specified in the Task Order or Spec Item, survey reports shall include the following: 1) Summary; 2) Introduction; 3) Methods; 4) Survey Results; 5) Discussion. B. All mapping data shall be submitted in the electronic format required in Section 4.1. C. All eelgrass surveying shall be performed as stipulated in the governing version of the	A. The Survey Report(s) includes all information required under Task Order.

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
			<p>SCEMP. Surveys for exotic vegetation and alga will be performed following the governing version of the CCP.</p> <p>D. The draft monitoring report shall be submitted to the COR 30 days after the site visit to the project. After receipt from the COR, the Contractor has fifteen days to incorporate comments and return as final.</p>	

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
4.3.1.4	Pre-Established Firm-Fixed Price Work for Eelgrass Restoration/Mitigation Plan Report	The Contractor shall prepare an Eelgrass Restoration/Mitigation Plan Report detailing how the Contractor proposes accomplishment of all Performance Objectives under the Task Order.	A. The Contractor shall submit the Eelgrass Restoration/Mitigation Plan Report as six bound and one camera-ready hard copies to the COR 45 days prior to the initiation of field work. After receipt of comments from the COR, the Contractor has fifteen days to incorporate comments and return as a final report. Final reports shall be provided as three bound and one camera-ready unbound hard copies. Digital data shall be submitted in MS Word, MS Excel, and ArcView file formats.	A. The Eelgrass Restoration/Mitigation Plan Report includes all information required under Task Order.
4.3.1.5	Pre-Established Firm-Fixed Price Work for Eelgrass Transplant Report	The Contractor shall prepare an Eelgrass Transplant Report(s) detailing accomplishment of all Performance Objectives under the Task Order.	A. Both a draft and final reports shall be submitted to the COR. The Contractor shall provide two draft transplanting reports no later than 10 days after completing the transplanting effort. The COR and regulatory agencies will have 10 days to inspect and certify the planting as complete. The final report is due 20 days after the end of the 90 day maintenance period. Final report shall include five copies of all findings including a base map of pre-planting conditions, an overlay map of post-planting conditions, an overlay of the mitigation site at the end of the 90 day maintenance period, and survey information that verifies turion density and coverage. Final reports shall be provided as three bound and one camera-ready unbound hard copies. Digital data shall be submitted in MS Word, MS Excel, and ArcView file formats.	A. The Eelgrass Transplant Report includes all information required under Task Order.
4.3.1.6	Pre-Established Firm-Fixed Price Work for Eelgrass	The Contractor shall prepare an Eelgrass Monitoring Report(s) detailing accomplishment of all	A. The Eelgrass monitoring report shall include the following:	A. The Eelgrass Monitoring Report includes all information required

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
	Monitoring Report	Performance Objectives under the Task Order.	<p>1) Summary;</p> <p>2) Introduction and Permit Requirements;</p> <p>3) Methods;</p> <p>4) Survey Results (transplant site and control site);</p> <p>5) Discussion.</p> <p>B. Monitoring reports are due as two bound and one camera-ready hard copy 30 days after completion of each monitoring effort. Final reports shall be provided as three bound and one camera-ready unbound hard copy. Digital data shall be submitted in MS Word, MS Excel, and ArcView file formats. Any deviation from the required monitoring schedule will need to be approved by the COR.</p>	under Task Order.
4.3.1.7	Pre-Established Firm-Fixed Price Work for Caulerpa Survey Reporting Form	The Contractor shall prepare a Caulerpa Survey Reporting Form(s) detailing accomplishment of all Performance Objectives under the Task Order.	A. The <i>Caulerpa</i> survey reporting form shall be submitted to the COR, National Marine Fisheries Service (NMFS), and California Department of Fish and Game no later than 10 days after completing a <i>Caulerpa</i> survey. The report shall be submitted in the format shown in Exhibit H.	A. The Caulerpa Survey Reporting Form includes all information required under Task Order.
4.3.1.8	Pre-Established Firm-Fixed Price Work for Draft/Final Report	The Contractor shall prepare a << <i>Note to Spec Writer: Insert “Small”, “Medium” or “Large”</i> >> Draft/Final Report detailing the accomplishment of all Performance Objectives under Task Order.	<p>A. A report outline will be provided with each Task Order.</p> <p>B. General guidelines for “Small”, “Medium” and “Large” reports are as follows:</p> <p>1) Small Report:</p> <p>... Presents results without discussion (e.g. descriptive synopsis of field effort such as dates, times, methods, observations).</p>	<p>A. The Draft/Final Report adhered to the outline provided.</p> <p>B. The Draft/Final Report presented, synthesized and analyzed the data and information collected under the Task Order in a way that is sufficient to support <<<i>Note to Spec. Writer: Insert</i></p>

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
			<p>... Describes a single field effort (e.g. report focuses on single survey effort).</p> <p>... No data analysis is required.</p> <p>...</p> <p>... Context is a small project area with uniform site conditions.</p> <p>...</p> <p>... No coordination with outside entities is required (such as stakeholders or subject matter experts).</p> <p>2) Medium Report:</p> <p>... Discusses, not just presents, results (e.g. includes development of land use recommendations based upon survey findings).</p> <p>...</p> <p>... Describes a multifaceted, but not complex, field effort (e.g. report covers surveys for more than one species).</p> <p>...</p> <p>... Data analysis is limited (e.g. descriptive statistics such as means and standard deviations versus multivariate statistics)</p> <p>...</p> <p>... Context may be a small project area with varied site conditions OR large project area with more uniform site conditions.</p> <p>...</p> <p>... May require some coordination with outside entities (such as stakeholders or subject matter experts).</p> <p>3) Large Report:</p> <p>... Requires extensive discussion (e.g. discusses findings within larger regional, regulatory or multiple (and conflicting) land use context)</p>	<p><i>Task Order Objective>>></i></p> <p>C. Text lines were numbered in the Draft Report.</p> <p>D. The Draft Report included all Tables, Figures, Appendices, etc.</p> <p>E. 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).</p> <p>F. All Government comments on the Draft Report were provided and addressed in comment matrix.</p> <p>G. All Government comments on the Draft Report were integrated in the Final Report.</p>

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
			<p>... Describes multi-faceted complex field effort (e.g. multiple field surveys combined with vegetation mapping and aerial photography).</p> <p>... Data analysis is extensive (e.g. multivariate analyses of spatial or temporal data).</p> <p>... Requires literature review.</p> <p>... Context is a large project area with diverse site conditions.</p> <p>...</p> <p>... Requires coordination with other entities (such as stakeholders or subject matter experts).</p> <p>C. If applicable, reports shall incorporate all “Specific Data Collection Requirements”, “Specific Graphics Requirements” and “Specific Requirements for Additional Deliverables” specified under each Spec Item.</p> <p>D. Unless otherwise specified in the Task Order and agreed by all parties, the Draft Report shall follow the formats described by Chamberlain and Johnson 2008. Journal of Wildlife Management (JWM) Guidelines Manuscript. Where the JWM Manuscript Guidelines do not provide sufficient direction, please follow the standards provided in Scientific Style and Format; The CSE Manual for Authors, Editors, and Publishers. Seventh Ed. Style Manual Committee Council of Science Editors.</p> <p>E. In order to facilitate Government review and comment of the Draft Report,</p>	

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
			<p>each line of text on each page of the Draft Report shall be numbered sequentially in the left-hand margin.</p> <p>F. The Draft Report is due within <<<i>Note to Spec Writer: Insert number of days</i>>> days of completion of survey. Government review will be accomplished within <<<i>Note to Spec Writer: Insert number of days</i>>> days of receipt of document. A review period extends beyond this time frame may be cause for extending the Task Order period of performance.</p> <p>G. <<<i>Note to Spec Writer: Insert number of copies</i>>> bound copies and <<<i>Note to Spec Writer: Insert number of copies</i>>> electronic copy/copies of the Draft Report shall be submitted to the COR. The COR will distribute the Draft Report to external reviewers.</p> <p>H. 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 comment each 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>I. The Final Report shall be submitted to the COR within <<<i>Note to Spec Writer: Insert number of days</i>>> calendar days after receipt of Government comments on the Draft Report.</p>	

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
			J. <i><<Note to Spec Writer: Insert number of copies>></i> bound copies and <i><<Note to Spec Writer: Insert number of copies>></i> electronic copy/copies of the Final Report shall be submitted to the COR. In addition to bound copies, the Contractor shall submit <i><<Note to Spec Writer: Insert number of copies>></i> unbound copies and <i><<Note to Spec Writer: Insert number of copies>></i> electronic copies of the Final Report as well as <i><<Note to Spec Writer: Insert number of copies>></i> of all databases, GIS files, photographs, etc. generated under Task Order.	
4.3.2	Pre-Established Firm-Fixed Price Work for Aerial Photos	The Contractor shall produce an aerial photograph to <i><<Note to Spec Writer: Insert function aerial photo will serve, e.g. support vegetation community mapping, provide base layer for survey data, etc.>></i> . Aerial photo submittal dates are as follow: <i><<Note to Spec Writer: Insert aerial photo submittal dates.>></i>	A. Stereo aerial photographs shall be taken at <i><<Note to Spec Writer: Insert the scale, elevation and timing of the flight >></i> . B. Photos taken at a scale less than or equal to 1:400 shall have a pixel resolution of 20 cm. Photos taken at anything greater than 1:400 shall have a pixel resolution of one meter. C. The datum shall be <i><<Note to Spec Writer: Insert datum, e.g., NAD 83>></i> and the projection shall be <i><<Note to Spec Writer: Insert projection, e.g. UTM>></i> .	A. The scale, elevation, timing, resolution, datum and projection of the aerial photo were as specified in the Task Order.
4.3.2.2	Pre-Established Firm-Fixed Price Work for Photos	The Contractor shall produce an aerial photo that meets Performance Objective 4.2.2.	A. Unless otherwise specified in the Task Order, the contact photograph shall be a color 9-inch by 9-inch contact print.	A. Unless otherwise specified in the Task Order, the contact photograph was a color 9-inch by 9-inch contact print.
4.3.2.4	Pre-Established Firm-Fixed Price Work for Photo Rectification	The Contractor shall rectify aerial photo.	A. Photo rectification shall be to an accuracy of at least five meters.	A. Photo rectification of aerial photo shall be accurate to at least

1800000 – Environmental/Natural Resources				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
				five meters.
4.3.2.5	Pre-Established Firm-Fixed Price Work for Additional Copies of Rectified Photos	The Contractor shall provide << <i>Note to Spec Writer: Insert number of additional copies required</i> >> additional copies of original rectified aerial photos.	A. Additional copies shall be of the original rectified photograph. Each additional photograph will be ordered at the same time as the original rectified photograph.	A. Additional copies of rectified photos were provided in the quantity specified.
4.3.2.6	Pre-Established Firm-Fixed Price Work for Additional Photos	The Contractor shall provide << <i>Note to Spec Writer: Insert number of additional copies required</i> >> additional copies of the original contact print.	A. Unless otherwise specified in the Task Order, each additional photograph shall be a color copy of the color 9-inch by 9-inch contact print. Each additional photograph will be ordered at the same time as the original contact print.	A. Additional copies of photos were provided in the quantity specified.

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
4.3.3	Pre-Established Firm-Fixed Price Work for Review of Deliverables/ Draft and Final Reports	The Contractor shall facilitate the review of all reports and deliverables.	<p>A. All deliverables and draft and final reports specified under this contract's task orders are subject to the review and approval by the Government.</p> <p>B. Review of Draft/Final Report: Using a comment matrix and within thirty (30) days or earlier from the submittal due date of the Draft Report, the Government shall provide the Contractor their review comments, suggestions, and edits (if there are any) on the Draft Report. Prior to finalizing the Draft Report, and at least within thirty (30) days prior to the due date of the Final Report, the Contractor shall use the same comment matrix to respond to all the reviews provided about the Draft Report. As appropriate, the Contractor shall incorporate the reviews provided about the Draft Report into the Final Report.</p> <p>C. If the Government has requested a report modification to which the Contractor takes exception, a meeting or telephone conference will be held to settle these differences. If there are unresolved differences, the Contractor will address these in a separate document.</p> <p>D. The COR shall review the Final Report/Deliverable for Government Approval.</p>	<p>A. The Contractor facilitated the review of all reports and deliverables.</p> <p>B. The Contractor distributed all reports and deliverables.</p> <p>C. The Contractor distributed the Comment Matrix for the Draft/Final Report.</p> <p>D. Using the same Comment Matrix the Contractor responded to all review comments provided by the Government.</p>

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-4	Inspection Of Services--Fixed Price	AUG 1996
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Section F - Deliveries or Performance

F1 LOCATION

The work will be located at various locations in Alaska, California, Oregon and Washington State. However, the majority of work is expected to be in California. The specific location of work under this contract will be designated in each individual task order.

F2 TERM OF CONTRACT

The base period of the contract shall be one year and four, one-year option periods, for a total maximum contract term of five years. The maximum ordering period of the contract is five years, or when the contract maximum dollar value is reached, whichever occurs first. The maximum total aggregate task order value for the base year and all option years shall not exceed \$10 million.

The Actual Period of Performance dates will be provided upon contract award.

Specific Period of Performance information will be provided on each task order.

F3 DELIVERY OF DATA (TASK ORDERS)

Data shall be delivered in accordance with the schedules and destinations specified on the individual task order issued hereunder.

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

Section G - Contract Administration Data

ADMINISTRATIVE INFORMATION

G1 CONTRACT ADMINISTRATION DATA

The Contracting Officer for this contract is:

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

The Contract Administrator for this contract is:

PENNY BROWN
CODE ACQ4.PB, BLDG 110, RM 100
1220 PACIFIC HWY
SAN DIEGO, CA 92132
(619) 532-3859

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

G2 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.

G3 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.

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

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

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

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

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

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

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

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

(To be provided on the task order.)

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

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

(To be provided on the task order.)

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

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	<i>(To be provided on the task order.)</i>
Issue By DoDAAC	<i>(To be provided on the task order.)</i>
Admin DoDAAC	<i>(To be provided on the task order.)</i>
Inspect By DoDAAC	<i>(To be provided on the task order.)</i>
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	<i>(To be provided on the task order.)</i>
Service Acceptor (DoDAAC)	<i>(To be provided on the task order.)</i>
Accept at Other DoDAAC	N/A
LPO DoDAAC	<i>(To be provided on the task order.)</i>
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

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

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

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

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

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

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

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

(End of clause)

Section H - Special Contract Requirements

SECTION H**H1 SERVICE CONTRACT ACT WAGE DETERMINATIONS**

Pursuant to FAR Clause 52.222-41 Service Contract Labor Standards, the following Department of Labor Service Contract Act (SCA) Wage Determinations are applicable and hereby incorporated into this solicitation and resultant contract. The SCA Wage Determinations will be updated, as applicable, with each subsequent exercise of option. The incorporated SCA Wage Determination apply to all task orders negotiated during the applicable period.

WAGE DETERMINATION NO.	DATE OF REVISION	AREA/COUNTIES COVERED BY DETERMINATION
2005-2017 Rev. 19	12/22/2014	AK, Anchorage, Statewide
2005-2051 Rev. 15	12/22/2014	CA, Alameda, Contra Costa
2005-2047 Rev. 16	12/22/2014	CA, Los Angeles, Orange Counties
2005-2049 Rev. 18	12/22/2014	CA, Monterey
2005-2057 Rev. 16	12/22/2014	CA, San Diego and Imperial Counties
2005-2059 Rev. 16	12/22/2014	CA, San Francisco, San Mateo
2005-2439 Rev. 16	12/22/2014	OR, Coos, Curry, Douglas, Lane, Lincoln
2005-2441 Rev. 15	12/22/2014	OR, Clatsop, Tillamook; WA, Pacific, Wahkiakum
2005-2559 Rev. 19	12/22/2014	WA, Pierce
2004-0047 Rev. 12	12/22/2014	AK, CA, HI, OR, WA (Divers)

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

H2 RELEASE OF INFORMATION

(a) 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.

(b) 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.

(c) 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.

Information copies will also be sent to the administrative Contracting Officer, if applicable, and the COR.

(d) Nothing in the foregoing shall affect compliance with the requirements of the clause of this contract entitled "Security Requirements".

(e) The Contractor further agrees to include this clause in any subcontract awarded as a result of this contract.

H3 BASE/INSTALLATION ACCESS INFORMATION

Application for and use of badges or one day passes will be as specified herein and as otherwise directed by the Contracting Officer or his/her authorized representative. 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. Furnish a completed EMPLOYMENT ELIGIBILITY VERIFICATION (DHS FORM I-9) form for all personnel requesting access. This form is available at <http://www.uscis.gov/portal/site/uscis> by searching or selecting Employment Verification (Form I-9). Immediately report instances of lost or stolen badges to the Contracting Officer.

a. NCACS Program: NCACS is a **voluntary** program in which Contractor personnel who enroll, and are approved, are subsequently granted access to the installation for a period up to one year, or the length of the contract, whichever is less, and are **not required** to obtain a new pass from the Base Pass and Identification Office for each visit. The Government performs background screening and credentialing. Throughout the year the Contractor employee must continue to meet background screening standards. Periodic background screenings are conducted to verify continued NCACS participation and installation access privileges. Under the NCACS program, no commercial vehicle inspection is required, other than for Random Anti-Terrorism Measures (RAM) or in the case of an elevation of Force Protection Conditions (FPCON). Information on costs and requirements to participate and enroll in NCACS is available at <http://www.rapidgate.com/enroll> or by calling 1-877-727-4342. Contractors should be aware that the costs incurred to obtain NCACS credentials, or costs related to any means of access to a Navy Installation, are not separately reimbursable. No equitable adjustment in contract cost/price or schedule shall be allowed on account of the Contractor participating in/utilizing the NCACS Program to obtain installation access.

b. One-Day Passes: Participation in the NCACS Program is not mandatory. In lieu of participating in the program, the Contractor may elect to have its personnel obtain daily passes from the installation's pass and decal office in accordance with applicable installation security regulations/procedures. Note that Contractor personnel obtaining installation access via daily passes will be subject to, among other things, daily mandatory vehicle inspection and will have limited access to the installation. The Government will not be responsible for any cost/price or schedule impacts that may result from the Contractor electing to have its personnel obtain one-day passes instead of choosing to participate in the NCACS Program

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 I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.203-14	Display of Hotline Poster(s)	DEC 2007
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
52.204-13	System for Award Management Maintenance	JUL 2013
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	DEC 2014
52.210-1	Market Research	APR 2011
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2011
52.219-8	Utilization of Small Business Concerns	OCT 2014
52.219-14	Limitations On Subcontracting	NOV 2011
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards- Overtime Compensation	MAY 2014
52.222-17	Nondisplacement of Qualified Workers	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity for Veterans	JUL 2014
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	JUL 2014
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Labor Standards	MAY 2014
52.222-42	Statement Of Equivalent Rates For Federal Hires	MAY 2014

52.222-43	Fair Labor Standards Act And Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts)	MAY 2014
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-54	Employment Eligibility Verification	AUG 2013
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.223-19	Compliance with Environmental Management Systems	MAY 2011
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-14	Rights in Data--General	MAY 2014
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-25	Prompt Payment	JUL 2013
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-4	Termination For Convenience Of The Government (Services) (Short Form)	APR 1984
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013

252.203-7999 (Dev)	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements. (DEVIATION 2015-O0010)	FEB 2015
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7006	Billing Instructions	OCT 2005
252.204-7012	Safeguarding of Unclassified Controlled Technical Information	NOV 2013
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2014
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7048	Export-Controlled Items	JUN 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.243-7001	Pricing Of Contract Modifications	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING. (OCT 1995)

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

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$3,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$650,000;

(2) Any order for a combination of items in excess of \$5,000,000; or

(3) A series of orders from the same ordering office within 7 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 180 days after expiration of the contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance

hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor prior to expiration of the contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor prior to expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

Employee Class

Monetary Wage-Fringe Benefits

GS-0401 – Natural Resources Management and Biological Sciences Series	\$43.51/PER HR PLUS FRINGE
GS-0404 – Biological Science Technician Series	\$20.63/PER HR PLUS FRINGE

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

Funds are not presently available for performance under this contract beyond Fiscal Year 2015. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond Fiscal Year 2015, until funds are made available to

the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

FAR Clauses at: <http://acquisition.gov/far/>

OR

DFARS Clauses at: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

(b) The use in this solicitation or contract of any DFARS (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

5252.201-9300 CONTRACTING OFFICER AUTHORITY (JUN 1994)

In no event shall any understanding or agreement between the Contractor and any Government employee other than the Contracting Officer on any contract, modification, change order, letter or verbal direction to the Contractor be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by an appointed Contracting Officer. The Contractor is hereby put on notice that in the event a Government employee other than the Contracting Officer directs a change in the work to be performed or increases the scope of the work to be performed, it is the Contractor's responsibility to make inquiry of the Contracting

Officer before making the deviation. Payments will not be made without being authorized by an appointed Contracting Officer with the legal authority to bind the Government.

5252.209-9300 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1994)

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

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

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

5252.216-9306 PROCEDURES FOR ISSUING ORDERS (NOV 2009)

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

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

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

5252.223-9300 INSPECTION BY REGULATORY AGENCIES (JUN 1994)

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

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

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

5252.223-9301 WILDLIFE PRESERVATION (JUN 1994)

*_____ (Insert name of activity) is a designated *_____ (insert description of designation). Before commencing work that may disturb wildlife, the Contractor shall obtain all necessary state, local and federal permits. Following is a list of applicable restrictions: (list as applicable) *As specified by the Government in individual task orders.

5252.237-9301 SUBSTITUTIONS OF KEY PERSONNEL (JUNE 1994)

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

5252.242-9300 GOVERNMENT REPRESENTATIVES (OCT 1996)

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

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

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

(3) The designated Property Administrator is the Administrative Contracting Officer's representative on property matters. The Property Administrator should be contacted regarding all matters pertaining to property administration.

5252.242-9305 PREPERFORMANCE CONFERENCE (JUL 1995)

Within 15 days of contract award, prior to commencement of the work, the Contractor will meet in conference with representatives of the Contracting Officer, at a time to be determined by the Contracting Officer, to discuss and develop mutual understanding relative to scheduling and administering work.

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

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

(a) PROCEDURES. In the case of unsatisfactory or non-performed work, the Government:

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

(2) May, at its option, allow the Contractor an opportunity to re-perform the unsatisfactory or non-performed work, at no additional cost to the Government. In the case of daily work, corrective action must be completed within 24 hours of notice to the Contractor. In the case of other work, corrective action must be completed within 72 hours of

notice. In addition, the Government can assess liquidated damages, as referenced above, in the amount of 100% percent of the value of all observed defects. The original inspection results of the Contractor's work will not be modified upon re-inspection. However, the Contractor will be paid for satisfactorily re-performed work.

(3) Shall withhold from the Contractor's invoice all amounts associated with the unsatisfactory or non-performed work at the prices set out in the Schedule or provided by other provisions of this contract, unless the Contractor is required to re-perform and satisfactorily complete the work. In addition, the Government can assess liquidated damages, as referenced above, in the amount of 100 percent of the value of all observed defects.

(4) May, at its option, perform the work by Government personnel or by other means. The Government will reduce the amount of payment to the Contractor, by the amount paid to any Government personnel (based on wages, retirement and fringe benefits) plus material, or by the actual costs incurred to accomplish the work by other means. If the actual costs cannot be readily determined, the prices set out in the Schedule will be used as the basis for the deduction. In addition, the Government can assess liquidated damages, as referenced above, in the amount of 100 percent of the computed cost.

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

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

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

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

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

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

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

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

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

Section J - List of Documents, Exhibits and Other Attachments

SECTION J

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

LIST OF ATTACHMENTS

Attachment 1- Project Data Sheet

Attachment 2 - Key Personnel Qualifications Sheet

Attachment 3 - Past Performance Questionnaire

Attachment 4 – Financial Questionnaire

Attachment 5 – Performance Assessment Plan (PAP)

LIST EXHIBITS - TITLE/DESCRIPTION

Exhibits A-E - Exhibit Line Item Numbers (ELIN) Schedule of Services and Price Proposal Spreadsheet, comprised of the following:

- Exhibit A -ELIN Schedule of Services and Price Proposal Spreadsheet for the Base Year
- Exhibit B - ELIN Schedule of Services and Price Proposal Spreadsheet for Option Year 1
- Exhibit C - ELIN Schedule of Services and Price Proposal Spreadsheet for Option Year 2
- Exhibit D - ELIN Schedule of Services and Price Proposal Spreadsheet for Option Year 3
- Exhibit E - ELIN Schedule of Services and Price Proposal Spreadsheet for Option Year 4

Exhibit F - Eelgrass Restoration & Mitigation Plan Format

Exhibit G - California Eelgrass Mitigation Policy

Exhibit H - Caulerpa Survey Reporting Form

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.203-2	Certificate Of Independent Price Determination	APR 1985
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.204-17	Ownership or Control of Offeror	NOV 2014
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	DEC 2014
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-25	Affirmative Action Compliance	APR 1984
52.222-38	Compliance With Veterans' Employment Reporting Requirements	SEP 2010
52.225-20	Prohibition on Conducting Restricted Business Operations in Sudan--Certification	AUG 2009
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	DEC 2012
252.225-7050	Disclosure of Ownership or Control by the Government of a Country that is a State of Terrorism	DEC 2014

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541690, Biological Consulting Services.

(2) The small business size standard is \$15M.

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

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

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

() Paragraph (d) applies.

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

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

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

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

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

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

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2; Prohibition on Contracting with Inverted Domestic Corporations--Representation.

(vi) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

- (xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.
- (xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.
- (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.
- (D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.
- (xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.
- (xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.
- (2) The following certifications are applicable as indicated by the Contracting Officer:
- [Contracting Officer check as appropriate.]
- X (i) 52.204-17, Ownership or Control of Offeror.
- N/A (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
- N/A (iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

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

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

N/A (vi) 52.227-6, Royalty Information.

N/A ((A) Basic.

N/A ((B) Alternate I.

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

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

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

(End of provision)

52.209-7 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)

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

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541690, Biological Consulting Services.

(2) The small business size standard is \$15M.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Black American.

Hispanic American.

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

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

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

Individual/concern, other than one of the preceding.

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

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

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

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

___ Use with Alternate I.

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

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

___ Use with Alternate I.

___ Use with Alternate II.

___ Use with Alternate III.

___ Use with Alternate IV.

___ Use with Alternate V.

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

FAR/DFARS Clause #	Title	Date	Change

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

(End of provision)

252.209-7992 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW—FISCAL YEAR 2015 APPROPRIATIONS (DEVIATION 2015-OO0005) (DEC 2014)

(a) In accordance with sections 744 and 745 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds made available by this or any other 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; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

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

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

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

L1 - PROPOSAL CONTENT AND SUBMITTAL REQUIREMENTS

1. General: Proposals submitted in response to the solicitation shall be formatted as follows and furnished in the number of copies stated herein. Any proposal submitted that does not conform to the proposal submission requirements will not be considered.
 - a. Firms shall submit proposals prepared on standard 8.5" x 11" paper media and submitted in three-ring binders. The proposal shall also be submitted in electronic CD-ROM format. Electronic mail is not an acceptable media format.
 - b. The text size shall be no less than Times New Roman, 12 point font with the exception of reproduced sections of the solicitation document, charts and graphs. Use at least 1-inch margins on the top and bottom and side margins, except for charts, graphs, maps and other illustrations.
 - c. Pages shall be numbered sequentially by volume. Legible tables, charts, graphs, and figures shall be used wherever practical to depict organizations, systems and layout, implementation schedules, plans. These displays shall not exceed 11 X 17 inches in size. Foldout pages shall fold entirely within the volume, and may only be used for large tables, charts graphs, diagrams and schematics. Page limitations must be adhered to when stipulated.
 - d. 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.
 - e. Table of Contents: A master table of 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.
 - f. Distribution: The originals shall be clearly identified as the "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 are considered Source Selection Sensitive Information, see FAR 2.101 & 3.104 for further details.
 - g. Offeror(s) shall submit proposal quantities as follows:

Volume 1 – Price Proposal

- 1). Hard Copy Paper Media: One (1) Original and one (1) copy for a total of two (2) hard copies.
- 2). Electronic Media (CD): One (1) Original CD ROM Disk and one (1) Copy of the CD ROM for a total of two (2) electronic media in CD ROM Disk format. Note: All formulas must be readable.

Volume 2 – Technical proposal

- 1). Hard Copy Paper Media: One (1) Original and three (3) copies for a total of four (4) hard copies.
- 2). Electronic Media (CD): One (1) Original and three (3) Electronic copies for a total of four (4) in CD ROM format.

2. Proposals shall be delivered in accordance with the date and time set forth on page 1 of the solicitation (and any amendments thereto) for the receipt of proposals to the following address:

Naval Facilities Engineering Command, Southwest
Attn: Penny Brown, Code ACQ4.PB., Bldg. 110, Room 100
1220 Pacific Highway, Mailroom Bldg. 128
San Diego, CA 92132

3. Contractors should clearly label the boxes/containers with the following information:

Solicitation Number: N62473-15-R-0807
Attn: Penny Brown, Code: AQC4, BLDG 110, RM 100

4. Offerors are advised that there is on-going local construction in the area; parking at the NAVFAC Southwest compound and street parking is limited. 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 and are due at the date/time stated on page 1 of the solicitation and any amendments thereto.

L2 - INQUIRIES OR QUESTIONS

Offerors are encouraged to review this solicitation, including the Performance Work Statement (PWS), as soon as possible upon receipt. Solicitation inquiries or questions for this Request for Proposal shall be submitted in writing via email to the Contract Specialist, Mrs. Penny Brown at penny.brown@navy.mil. All inquiries or questions must state the solicitation number, and clearly state the question and cite any references.

L3 JOINT VENTURE, TEAMING/PARTNERING AND MAJOR 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 all the parties and shall demonstrate the relationship between firms and identify contractual relationships and authorities to bind them. Offerors whose proposal includes major subcontracts (subcontracts equaling or exceeding 20% of the prime contract value) shall submit signed letters of commitment from the subcontractors which define the contractual relationship and identify the participants. Note: This is not required when proposals do not have a subcontracting agreement, teaming agreement, partnering agreement, or joint venture agreement.

L4 FACTORS**L4 INSTRUCTIONS TO OFFERS AND SUBMITTAL REQUIREMENTS****NON-PRICE FACTORS:**

1. FACTOR 1 CORPORATE EXPERIENCE:

a. Submittal Requirements for Factor 1 Corporate Experience: Offerors shall submit five (5) projects performed by the offeror utilizing the Project Data Sheets (Attachment 1). Offerors may only submit projects where the Offeror self-performed at least 50% of the work, either as the prime or as a subcontractor. The offeror must demonstrate specialized experience with the successful completion of projects that illustrate the firm's technical capabilities and proficiency with projects of the same or similar size, scope, dollar value, and complexity to the work described in Annex 18 of the solicitation. Projects submitted for the Offeror must be at least 80% complete within the past five (5) years of the Solicitation closing date, or the project will not be considered as a part of the evaluation.

b. An Indefinite Delivery/Indefinite Quantity (IDIQ) Contract as a whole shall not be submitted as a project and will not be evaluated; rather, offerors shall submit the work performed under an individual task order as a project. Project Data Sheets shall contain the following information:

1. The Offeror's (Contractor's) name;
2. Project experience category;
3. Contract number and/task order number of the contract that the work was performed on;
4. Project title;
5. The award date;
6. Is this project 80% complete as of the RFP closing date: Yes/No (If No, this is not an eligible project for this Solicitation);
7. Period of performance: Provide the start and end dates of the referenced contract/task order;
8. Location/place of performance of where the work was performed;
9. The contract/task order type (fixed price, cost reimbursable, etc.);
10. The name and address of procuring organization;
11. The procuring organization point of contact, phone number and email address;
12. A summary description of the work accomplished;
13. Contract Value: Value of award, modification amount (if any), and final project amount;
14. Offeror's Role: Prime/Subcontractor. Specify whether the offeror was a prime contractor or a subcontractor on the contract/task order referenced. If a subcontractor, include the company name, point of contact name, phone number, and email address of the prime contractor.
15. Specify whether the offeror self-performed at least 50% of the work either as a prime or as a subcontractor. Yes/No (if No, this is not an eligible project for this Solicitation).

Proposal Limitations:

The proposal for Factor 1 – Corporate Experience shall be limited to a total of 10 pages (letter 8.5"x11").

FACTOR 2 MANAGEMENT APPROACH:

1. Submittal Requirements for Factor 2 Management Approach: This factor considers the effectiveness of the offeror's organization and management approach, and the qualifications and experience of their key personnel to adequately perform the requirements of this solicitation. The Government seeks a comprehensive and effective approach that will maximize quality, be cost effective, and result in optimal use of resources.

a. The offeror's management approach proposal must meet all of the following requirements: 1) Demonstrates an effective and efficient organizational structure and a logical approach to providing quality deliverables; 2) Provides for a QA/QC program that demonstrates that effective data quality control measures are included in the program; and 3) Offers qualified key personnel meeting all of the requirements listed in the basis for evaluation. In doing so, proposals shall provide all of the following:

1). Submittal Requirements for Organizational Structure: The offeror shall submit a narrative describing its typical work induction and execution process, contract management strategy and the flow of authority, responsibility, and communication between management staff, project managers, marine scientists and subcontractor interfaces. Include a statement regarding the Offeror's ability to maintain program continuity and uninterrupted high-quality work, as well as availability of required competent professional employees. The offeror shall also submit a one-page organizational chart that demonstrates the offeror's organizational structure, including the flow of authority and responsibility (position titles).

2). Submittal Requirements for Quality Assurance/Quality Control Statement: The offeror shall describe the approach that will be employed under the resulting contract for the management of the quality of work (quality assurance/quality control program), contract administration, and project controls and scheduling. Address the methods of communication within the proposed organization, to include communication with government personnel. Provide a list of office locations for the Prime, Joint Venture Partners (if applicable), and Subcontractors (if applicable).

3). Submittal Requirements for Key Personnel Qualifications. The offeror shall submit an Attachment 2 Key Personnel Qualifications Sheet for each of the three (3) Key Personnel Positions listed below. The offeror shall provide the education, experience or other qualifications directly related to the work contemplated in this RFP, the role they are expected to play in this contract, and roles played in the projects addressed in Factor 1 (if applicable) for each individual proposed for Key Personnel position submitted.

1. Program Manager (one individual)
2. Diving Safety Officer (one individual)
3. Diving Supervisor (one individual)

Proposal Limitations:

The proposal for Factor 2 Management Approach shall be limited to 5 pages (letter 8.5"x11"). The organizational chart is not included in the 5 page count. Key Personnel Qualification Sheets shall be limited to 2 pages each and are not included in the 5 page count.

FACTOR 3 SAFETY:

1. Submittal Requirements for Factor 3 Safety: The Offeror's proposal must demonstrate that they have consistently demonstrated a commitment to safety and that the Offeror plans to properly manage and implement safety procedures for self performed work and the work of subcontractors. The Government will evaluate the Offeror's overall safety management system, safety performance record, and the Offeror's methodology of qualifying, evaluating, selecting and overseeing its subcontractors. The Government's sources of information for evaluating safety may include, but are not limited to: OSHA, NAVFAC's Enterprise Safety Applications Management System (ESAM) 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 Government will evaluate the narrative to determine that subcontractor safety performance will be considered in the selection of all levels of subcontractors on upcoming projects. The evaluation will collectively consider the following:

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

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.

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.

c). Technical Approach to Subcontractor Safety: The Government will evaluate the narrative to determine that subcontractor safety performance will be considered in the selection of all levels of subcontractors. 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. When the offeror elects not to propose any subcontractors they must state so on their Safety Narrative.

Proposal Limitations:

The Safety Factor 3 narrative shall be limited to 3 pages (letter 8.5" x 11").

FACTOR 4 PAST PERFORMANCE:

1. Submittal Requirements for Factor 4 Past Performance: IF A COMPLETED CONTRACTOR PERFORMANCE ASSESSMENT REPORT SYSTEM (CPARS) EVALUATION OR A PAST PERFORMANCE INFORMATION RETRIEVAL SYSTEM EVALUATION (PPIRS) EVALUATION IS AVAILABLE, IT SHALL BE SUBMITTED WITH THE PROPOSAL. IF THERE IS NOT A COMPLETED CPARS/PPIRS EVALUATION, the Past Performance Questionnaire (PPQ), included in the solicitation, is provided for the offeror or its team members to submit to their 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/PPIRS IS AVAILABLE.

a). IF A CPARS/PPIRS 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 3), 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.

b). If the offeror's client requests, questionnaires may be submitted directly to the Government's point of contact, Penny Brown via email at penny.brown@navy.mil or mailed to Naval Facilities Engineering Command Southwest, 1220 Pacific Highway, Mailroom Bldg. 128, San Diego, CA 92132-5190 prior to proposal closing date. Offerors should follow-up with clients/references to ensure timely submittal of questionnaires.

c). 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 or CPARS information in the past performance evaluation.

d). Offerors may also include performance recognition documents received within the last five years such as awards, award fee determinations, customer letters of commendation, and any other forms of performance recognition.

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

f). 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.

PRICE FACTOR

1. FACTOR 5 PRICE

a. Submittal Requirements: Volume 1, Price Proposal, shall contain the information below and be Tabbed as follows:

GENERAL:

Cover letter – The cover letter shall include information identified in FAR Clause 52.215-1, paragraph (c), (2), subparagraphs (i-v) - Instructions To Offerors-Competitive Acquisition (JAN 2004) under the General Tab.

TAB A

(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.

(b) Offerors shall include Section B of the RFP, Supplies or Services and Prices, with the total price completed, in Volume 1, under Tab A.

TAB B

(a) Offerors shall include the Price Proposal Exhibits Line Items A-E, Spreadsheets for Marine Habitat Services of the RFP in both hard copy and electronic spreadsheet format (Microsoft Excel) displaying each proposed price and total price for the base year and option years 1, 2, 3 and 4 in Volume 1, under Tab B. Files must be readable in Microsoft Excel format and include all formulas. Print images or scanned documents that do not show the calculations are not acceptable. All proposed unit prices and total prices shall be rounded to the nearest dollar.

TAB C

(a) Offerors shall include their company's Representations and Certifications, (from FAR Clause 52.219-1(c) in Section K of the Solicitation) in Volume 1, under Tab C.

(b) Financial Questionnaire (Attachment 4) – Financial Institution Reference, completed by the financial institution, in in Volume 1, under Tab C.

TAB D

(a) If applicable, the Offeror's legally binding Subcontracting, Teaming, Partnering and/or Joint Venture Agreements or LLC Agreements in Volume 1, under Tab D. There are no page limits for Subcontracting, Teaming, Partnering and/or Joint Venture Agreements or LLC Agreements. Please note, this is not required when proposals do not have Subcontracting, Teaming, Partnering and/or Joint Venture Agreements or LLC Agreements.

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	JUL 2013
52.204-16	Commercial and Government Entity Code Reporting	NOV 2014
52.204-18	Commercial and Government Entity Code Maintenance	NOV 2014

52.214-34	Submission Of Offers In The English Language	APR 1991
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.216-27	Single or Multiple Awards	OCT 1995
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.232-38	Submission of Electronic Funds Transfer Information with Offer	JUL 2013
52.237-10	Identification of Uncompensated Overtime	MAR 2015
52.247-6	Financial Statement	APR 1984
252.203-7998 (Dev)	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements—Representation. (DEVIATION 2015-00010)	FEB 2015

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm-Fixed Price, Multiple Award, Indefinite Delivery/Indefinite Quantity type contract with Negotiated Line Items resulting from this solicitation.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Naval Facilities Engineering Command, Southwest
 Attn: Claudia Ramirez, Contracting Officer
 Environmental CORE Contracts, Code ACQ4, Bldg. 110
 1220 Pacific Highway, Mail Room Bldg. 128
 San Diego, CA 92132-5190

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

(End of provision)

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

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

FAR Clauses:

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

DFARS Clauses:

<http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
- (b) The use in this solicitation of any DFARS (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

5252.215-9300 CONTENT OF PROPOSALS (JAN 2003)

- (a) PROPOSAL REQUIREMENTS. The technical proposal and the price proposal shall be submitted in separate volumes. The technical proposal shall not contain any cost or pricing information.
- (b) The offeror shall submit the following information:
 - (1) One (1) original and one (1) copy in hard copy format and one (1) original and (1) copy in electronic media (CD ROM) format of the completed signed solicitation packages, including executed representations and certifications, and cost/prices in Section B and any accompanying exhibits.
 - (2) One (1) original and three (3) copies in hard copy format & one (1) original and three (3) copies in electronic media (CD ROM) format of the technical proposal.
 - (3) One (1) original and one (1) copy in hard copy format and one (1) original and (1) copy in electronic media (CD ROM) format of the cost/price proposal.
- (c) TECHNICAL PROPOSAL. Each technical proposal shall be precise, detailed, and complete as to clearly and fully demonstrate a thorough knowledge and understanding of the requirements. As a minimum, the proposal must contain sufficient detail so that it may be evaluated in accordance with the EVALUATION FACTORS provision, Section M.
- (d) PRICE PROPOSAL. Each price proposal shall contain a unit price for each Exhibit Line Item (ELIN) with the exception of Negotiated Line items (e.g. A062 and A063).
 - (1) Offers are solicited on an "all or none" basis and FAR 52.215-1, "INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION (MAY 2001)" in Section L, is hereby modified. Failure to submit offers for all line items listed shall be cause for rejection of offer. (End of clause)

Section M - Evaluation Factors for Award

BASIS FOR AWARD AND EVALUATION FACTORS FOR AWARD**A. BASIS FOR AWARD**

1. The Government reserves the right to eliminate from consideration for award any or all offers at any time prior to award of the contract(s); to negotiate with offerors in the competitive range; and to award the contract(s) to the offeror(s) submitting the proposal(s) determined to represent the best value—the proposal(s) most advantageous to the Government, price and other factors considered. The Government intends to award no more than five contracts resulting from this solicitation to the responsible offerors whose proposals represent the best value after evaluation in accordance with the factors in the solicitation.

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, the relative order of importance of the non-price evaluation factors is that technical Factors 1, 2, and 3 are of equal importance to each other and, when combined are equal in importance to the past performance evaluation Factor 4. When the proposal is evaluated as a whole, the technical factors and past performance (i.e., the non-price evaluation factors) 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). This assessment must provide the rationale for proceeding to award without discussions.

B. EVALUATION FACTORS FOR AWARD

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

- Factor 1: Corporate Experience
- Factor 2: Management Approach
- Factor 3: Safety
- Factor 4: Past Performance

2. The distinction between experience and past performance is that experience pertains to the volume of work completed by a contractor that are comparable to the types of work described under the definition of recent, relevant projects, 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.

3. The relative order of importance of the non-price evaluation factors is that technical Factors 1, 2, and 3 are of equal importance to each other and, when combined are equal in importance to the past performance evaluation

Factor 4. When the proposal is evaluated as a whole, the technical factors and past performance (i.e., the non-price evaluation factors) combined are approximately equal to price.

4. The importance of price will increase if the Offerors' non-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-price proposal's superiority to the Government. Award will be made to the responsible Offeror(s) whose offer(s) conform to the solicitation and represent the best value to the Government, price and non-price factors considered.

5. Basis of Evaluation for each Factor:

FACTOR 5 PRICE

1. Basis of Evaluation: The Government will evaluate price in accordance with FAR 15.404 and DFARS 215.404. Price evaluation will be based on the total price of all proposed Exhibit Line Item Number (ELIN) prices. Total price consists of the base year and all option years (see Section B of the solicitation). 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). Analysis will be performed by one or more of the following techniques to ensure a fair and reasonable price:

- 0 Comparison of proposed prices received in response to the RFP
- 0 Comparison of proposed prices with the IGCE
- 0 Comparison of proposed prices with available historical information
- 0 Comparison of market survey results

(a) In addition, all proposed unit prices may be evaluated for unbalanced pricing in accordance with FAR 15.404-1(g). 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 in accordance with FAR 15.404-1(g)(3). All proposed unit prices and total prices shall be rounded to the nearest dollar.

(b) 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.

(c) Contractors that elect to propose as a formal Joint Venture (JV) or Limited Liability Company (LLC) (as a separate legal entity) shall submit their legally binding formal JV or LLC 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 offeror shall ensure that the Joint Venture or LLC meets the requirements of 13 CFR §§ 121.103 to 121.106, and 13 CFR §125.6, and any other applicable statutes and/or regulations.

NON-PRICE FACTORS:**FACTOR 1 CORPORATE EXPERIENCE**

1. Basis of Evaluation for Factor 1 Corporate Experience: Firms will be evaluated based on their demonstrated experience in recent, successful completion of projects of the same or similar size, scope, dollar value, and complexity to the work described in Annex 18 of the solicitation.

a. The five (5) projects submitted must, in total, demonstrate the offeror's direct experience and proficiency with at least five of the seven (7) tasks identified below.

1. Meeting eelgrass transplanting success criteria such as outlined in the National Oceanic and Atmospheric Administration (NOAA) Southern California Eelgrass Mitigation Policy;
2. Following the requirements in the NOAA /CDFW Caulerpa Control Protocol;
3. Preparation of Essential Fish Habitat Assessments;
4. Mapping of marine vegetation, algae, and other marine habitats;
5. Identification and enumeration of marine mammals, fishes, algae, and invertebrates in the intertidal and subtidal habitats with standard protocols including but not limited to: Distance Sampling, National Park Service Kelp Forest Monitoring Protocol, Multi-Agency Rocky Intertidal Network Monitoring Protocol, Rapid Assessment Survey Protocols;
6. Experience in reconnaissance and delineation of wetlands that follows the Army Corps of Engineers Wetland Delineation Manual; and
7. Experience with the utilization of the following technologies and platforms for mapping and monitoring marine habitats and species: SCUBA (following EM 385-1-1 diving standards), small and/or large vessels, aerial photography and imagery applications, unmanned autonomous vehicles, single beam, multi-beam and sidescan sonar including interactive GPS and GIS applications.

b. Offerors may be rated more favorably, if the offeror demonstrates the following:

- The offeror demonstrates experience with all seven tasks identified above;
- The offeror demonstrates experience conducting the tasks identified above within California marine habitats.

c. Projects shall demonstrate the offeror's direct experience and capabilities with executing marine projects as well as effectively managing all aspects of projects. Each of the five projects submitted must be projects where the offeror self-performed at least 50% of the work either as the prime or a subcontractor.

FACTOR 2 MANAGEMENT APPROACH:

1. Basis of Evaluation for Factor 2 Management Approach: Offerors will be evaluated based on whether their management approach proposal meets the following requirements: 1) proposal demonstrates an effective and efficient organizational structure and a logical approach to providing a quality deliverables; 2) proposal provides for a QA/QC program that demonstrates that effective data quality control measures are included in the program; and 3) proposal offers qualified key personnel meeting all the requirements listed below. In addition, the offeror will be evaluated on whether they meet all of the requirements specified below.

a. Basis of Evaluation for Organizational structure and narrative: Offerors shall provide an organizational chart and narrative that demonstrates the Offeror's organizational flow of authority, responsibility, and communication between management and technical staff. The narrative shall address the following:

1. Demonstrates the Offeror's proposed management organizational structure, including organizational relationships and subcontractor interfaces, and how the proposed management structure will enable efficient management of work to be performed.

2. Provides a summary of assigned responsibilities and experience of proposed key personnel, indicating number of personnel by category.

3. Demonstrates the Offeror's ability to maintain program continuity and uninterrupted high-quality work, as well as availability of required competent professional employees.

b. Basis of Evaluation for Quality Assurance/Quality Control Statement: Offeror's Quality Assurance/Control Statement (or Plan) must provide a list of office locations for the Prime, Joint Venture Partners (if applicable), and Subcontractors (if applicable) and demonstrate that the firm's quality assurance/control statement includes but is not limited to the following:

1. Identify how quality will be managed and maintained during the contract and for all phases of marine surveys, monitoring, and mitigation work;

2. Describe the means of identifying and correcting problems throughout the entire scope of the contract;

3. Include name(s) and qualifications of the individual(s) responsible for performing the quality control inspections and the extent of their authority;

4. Describe the provisions for recording the results of inspections and for recording corrective action taken;

5. Identify quality control procedures for work in progress, deliverables, and corrective actions; and

6. Include the specific division of work, if a sub-contractor will be used and how quality control of the sub-contractor's work will be monitored.

Offerors with office locations in the San Diego area may be rated more favorably.

c. Basis of Evaluation for Key Personnel Qualifications. The offeror's proposal will be evaluated on whether or not the proposed Key Personnel meet the following requirements:

1. Program Manager. The Offeror's proposal shall demonstrate that the Program Manager is an employee of the prime contractor with authority to represent the interests of the contractor in all matters relating to the contract. The offeror's proposal shall also demonstrate that the proposed Program Manager meets the minimum requirements listed for the Program Manager in Annex 2, Section 2.8.1 of the Solicitation (Key Personnel). Offerors may be rated more favorably if their proposal contains the following:

1) Demonstrated ability for the Program Manager to be the liaison between contract personnel and the contracting officer (KO) or Contracting Officer's Representative (COR).

2) Demonstrated relevant experience of the Project manager at a comparable level of responsibility on marine projects of similar size, scope and complexity to those covered by this RFP including the following:

- Overseeing Contract Task Orders.
- Monitoring and controlling project costs.
- Assigning personnel consistent with contract requirements.
- Understanding and assuring compliance with applicable Federal, DOD, and Navy natural resource management and environmental policies and regulations and corresponding state counterparts, and other applicable or relevant and appropriate requirements.
- Performing as the Contractor's team representative.

3) Ability of the Project Manager to incorporate scientific knowledge across a wide range of marine science disciplines, formulating and evaluating alternative management strategies, and meeting Navy compliance requirements.

2. Diving Safety Officer (DSO). The Offeror's proposal shall demonstrate that the DSO meets the minimum requirements listed for the Diving Safety Officer in Annex 2, Section 2.8.1 of the Solicitation (Key Personnel). Offerors may be rated more favorably if the proposed DSO meets or exceeds the following preferable experience:

1) The DSO demonstrates broad technical and scientific expertise in research related diving.

2) The DSO demonstrates experience with scientific diving in southern California marine habitats.

3. Diving Supervisor/Senior Marine Scientist. The offeror's proposal shall demonstrate that the proposed Dive Supervisor/Senior Marine Scientist is the primary operational authority on the dive team's operations, and will be assigned by the Offeror on all diving Task Orders. The Offeror's proposal must meet the minimum requirements listed for the Diving Supervisor/Marine Scientist in Annex 2, Section 2.8.1 of the Solicitation (Key Personnel). Offerors may be rated more favorably if the proposed Diving Supervisor/Marine Scientist meets or exceeds the following preferable experience:

(1) The Diving Supervisor/Senior Marine Scientist holds marine species related permits, such as, an eelgrass collection permit from the California Department of Fish and Wildlife, Marine Mammal Protection Act permit, Endangered Species Act permit.

(2) The Diving Supervisor/Senior Marine Scientist has demonstrated experience in study/survey design specific to marine field studies, environmental monitoring programs, population surveys, biological inventories and habitat offsetting/compensation programs.

(3) The Diving Supervisor/Senior Marine Scientist has demonstrated experience with scientific diving in southern California marine habitats.

(4) The Diving Supervisor/Senior Marine Scientist has demonstrated experience as the principal investigator on marine projects.

(5) The Diving Supervisor/Senior Marine Scientist has demonstrated authorship on peer-reviewed publications specific to marine science research.

FACTOR 3 SAFETY:

1. Basis of Evaluation for Factor 3 Safety: The Government is seeking to determine that the Offeror has consistently demonstrated a commitment to safety and that the Offeror plans to properly manage and implement safety procedures for itself and its subcontractors. The Government will evaluate the Offeror's overall safety record, the Offeror's plan to select and monitor subcontractors, and any 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 upcoming projects. 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:

1. Basis of Evaluation for Factor 4 Past Performance: 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.

a). All projects/contracts submitted by the offeror shall be relevant and recent (be completed or at least 80% completed within the past five (5) years of the solicitation closing date) and pertain to the provision of services that are considered the same or similar in size, scope, dollar value, and complexity to the work described under Annex 18 of the solicitation.

b) In the case of an offeror without a record of past performance or for whom information on past performance is not available or so sparse that a meaningful past performance rating cannot be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305(a) (2) (iv)). Therefore, the offeror shall be determined to have unknown past performance.

CLAUSES INCORPORATED BY REFERENCE

52.217-5

Evaluation Of Options

JUL 1990